



Mayor

City Manager

Nanette Billings Kaden DeMille

*Mark Sampson, Chair
Paul Farthing, Alternate Chair
Ralph Ballard
Rebecca Broneman
Michelle Cloud
Shelley Goodfellow
Brad Winder
Kelby Iverson*

Hurricane Planning Commission Meeting Agenda

May 12, 2022
6:00 PM

Hurricane City Offices 147 N 870 W, Hurricane

Notice is hereby given that the Hurricane City Planning Commission will hold a Regular Meeting commencing at 6:00 p.m. in the Hurricane City Offices 147 N 870 W, Hurricane, UT.

Meeting link:

<https://cityofhurricane.webex.com/cityofhurricane/j.php?MTID=me42b4eb65609e35eb0e0664c925c9dbc>

Meeting number: 2632 882 4836

Password: HCplanning

Host key: 730111

Join by phone +1-415-655-0001 US Toll

Access code: 2632 882 4836

Host PIN: 9461

A roll call will be taken, along with the Pledge of Allegiance and prayer and /or thought by invitation. Details on these applications are available in the Planning Department at the City Office, 147 N. 870 West

6:00 p.m. - Call to Order

Public Hearings

1. A Zone Change Amendment request located at 825 S 400 W from RA-1, residential agriculture one unit per acre, to R1-15, residential one unit per 15,000 square feet, for a residential development. Parcel number H-3-2-3-1225.
2. A Zone Change Amendment request located at 1200 west and 4600 south from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre. Parcel number H-3403-K.
3. A Zone Change Amendment request located at 163 N Main from RM-1, multifamily 6 units per acre, to RM-3, multifamily 15 units per acre, to add additional units to property.
4. A Zone Change Amendment request located at 115 N 100 E and 55 E 100 W from RM-1, multifamily 6 units per acre, and GC, general commercial, to RM-3, multifamily 15 units per acre, to allow for affordable housing along the SR-9 corridor.

5. A Zone Change and Development Agreement Amendment PDO update located on the old Collina Tinta project to remove the approved golf course and add more public open space. Parcel number H-3-2-4-214.

New Business

1. 2022-ZC-20: Discussion and consideration of a recommendation to the City Council on a Zone Change Amendment request located at 163 N Main from RM-1, multifamily 6 units per acre, to RM-3, multifamily 15 units per acre, to add additional units to property. Zachary Forsyth Applicant.
2. 2022-ZC-21: Discussion and consideration of a recommendation to the City Council on A Zone Change Amendment request located at 115 N 100 E and 55 E 100 W from RM-1, multifamily 6 units per acre, and GC, general commercial, to RM-3, multifamily 15 units per acre, to allow for affordable housing along the SR-9 corridor. Zachary Forsyth Applicant.
3. 2022-ZC-18: Discussion and consideration of a recommendation to the City Council on a Zone Change Amendment request located at 825 S 400 W from RA-1, residential agriculture, to R1-15, residential one unit per 156,000 square feet, for a residential development. Parcel number H-3-2-3-1225. Ferel Campbell Applicant. Jilyn Nelson Agent
4. 2022-ZC-19: Discussion and consideration of a recommendation to the City Council on a Zone Change Amendment request located at 1200 west and 4600 south from RA-1, residential agriculture one unit per acre, to RA-0.5, residential agriculture one unit per half acre. Parcel number H-3403-K. Joshua Coen Applicant. Clark Spilker and Poppe Engineering Agent.
5. 2022-ZC-22 2022-PSP-15: Discussion and consideration of a recommendation to the City Council on a Zone Change and Development Agreement Amendment PDO update located on the old Collina Tinta project to remove the approved golf course and add more public open space. Parcel number H-3-2-4-214. WPP Hurricane Land LLC Applicant. Austin Overman Agent
6. 2022-ZC-15: Discussion and consideration of a recommendation to the city council on a Zone Change Amendment request located at 200 North and 2260 West on the north 2.9 acres from MH/RV, mobile home/RV, to PC, planned commercial so the applicant doesn't have to build an RV park. Parcel number H-3-1-32-1102. Sky Mountain Properties Applicant.

2022-PSP-13: Discussion and consideration of an approval for a Preliminary Site Plan for Hurricane Sky Mountain Townhomes, a Planned Commercial development consisting of commercial space and 172 townhomes, located at 200 N 2260 W. Sky Mountain Properties Applicant
7. 2022-ZC-17: Discussion and consideration of a recommendation to the City Council on a Zone Change Amendment request located at approx.. 5300 West 2600 South from A-5, agricultural one unit per 5 acres, to RR, recreational resort to expand the existing resort zoning. Parcel numbers H-4138-L and H-4138-E. Chris Wyler Applicant. Civil Science-Brandee Walker Agent.

8. 2022-PSP-14: Discussion and consideration of an approval of a Preliminary Site Plan for Sand Hollow Townhomes, a Planned Commercial development consisting of commercial space and 164 townhomes, located at the corner of Ash Creek Dr and Sand Hollow Road. Smoothie Kings Holdings Applicant. Premier Design Agent.
9. 2022-AFP-05: Discussion and consideration of a recommendation to the City Council on an amended final plat on Angell Heights Phase 4, located at 2153 S Angell Heights Dr. Robert and Jody Hardesty Applicant. Ryan Scholes-Alpha Engineering Agent.
10. 2022-FSP-06: Discussion and consideration of an approval of a final site plan for Eagle Pointe Amenity Center, located at 2670 W and 625 N. Perry Development Applicant. Greg Sant Agent.

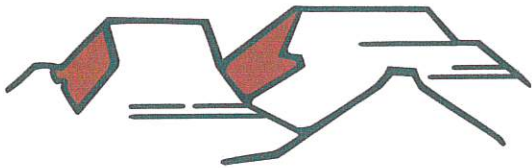
Planning Commission Business:

1. City Council Recap
2. Site Plan Design

Approval of Minutes:

1. February 10, 2022
2. April 14, 2022

Adjournment



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee
File No. 2022-ZC-20
Receipt No. 7.69 3917

Name: Zachary Forsyth Telephone: (435) 669-6394

Address: 655 W 375 S, Hurricane, UT 84737 Fax No. _____

Email: Zachpharmd@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 163 N Main, Hurricane, UT 84737

Tax ID of Subject Property: 006922 H-145-A-1 Existing Zone District: RM-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) _____

RM-3, would like to remove grass and add additional units to the property.

Submittal Requirements: The zone change application shall provide the following:

- ____a. The name and address of every person or company the applicant represents.
- ____b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ____c. All abutting properties showing present zoning classifications.
- ____d. An accurate legal description of the property to be rezoned.
- ____e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ____f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

.....
(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____

Zone Change Application Information 163 N Main-

Legal Description-

BEG AT PT 60 FT N OF SE COR LOT 4 BLK 4 PLAT B HTS TH W 97 FT; TH S 60 FT; TH W 136 FT M/L TO SW COR LOT 4; TH N 116 FT M/L TO NW COR S1/2 SD LOT; TH E 233 FT M/L TO B/L SD LOT; TH S 56 FT M/L TO POB

Tax ID- 0069727

Parcel Number H-195-A-1

Warranty Deed Page 1 of 2
 Russell Shirts Washington County Recorder
 07/06/2018 02:39:49 PM Fee \$12.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Zachary Forsyth
 1105 S 840 W
 Hurricane, UT 84737



SOUTHERN UTAH TITLE
 www.sutic.com
 Doing Good Deeds for Over 60 Years

Order No. 200313 - RLW
 Tax I.D. No. H-195-A-1

Space Above This Line for Recorder's Use

WARRANTY DEED

Piccowaxen Properties, L.C., a Utah limited liability company, which acquired title as Piccowaxen Properties, L.L.C., grantor(s), of Hurricane, County of Washington, State of Utah, hereby **CONVEY** and **WARRANT** to

Zachary Forsyth and Shella Forsyth, Husband and Wife, as Joint Tenants, grantee(s) of Hurricane, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being **SUBJECT TO** easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 6 day of July, 2018.

Piccowaxen Properties, L.C., a Utah limited liability company

By: Margaret Pamela Humphries
 Margaret Pamela Humphries, Operating Manager

STATE OF Utah)

:ss.

COUNTY OF Washington)

On the 6th day of July, 2018, personally appeared before me, Margaret Pamela Humphries, who being by me duly sworn, did say that he/she is the Operating Manager of Piccowaxen Properties, L.C., a Utah limited liability company, and that said instrument was signed by him/her in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Margaret Pamela Humphries acknowledged to me that said limited liability company executed the same.



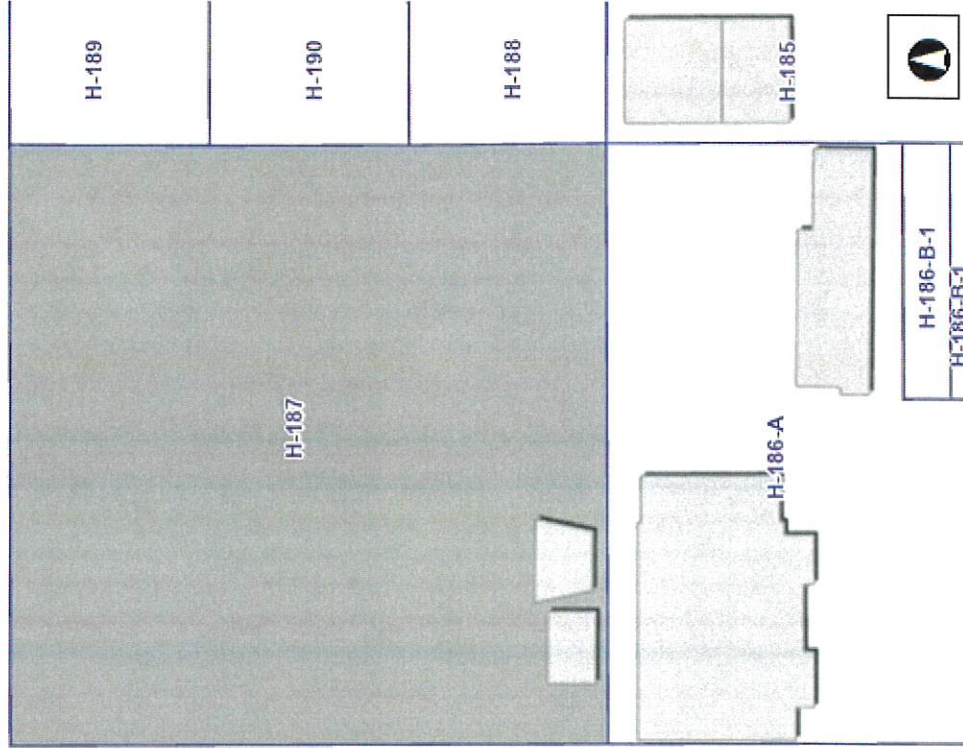
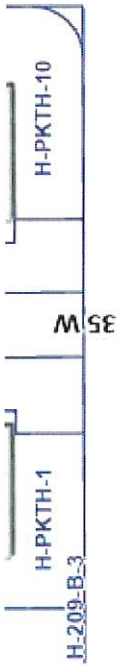
RACHEL L. WEBB
 Notary Public
 State Of Utah
 My Commission Expires 09-30-2018
 COMMISSION NO. 679181

NOTARY PUBLIC

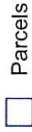
My Commission Expires: 9-30-2018



Zone Change



Legend



Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shiwiwi Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

188.1 Feet

94.04

0

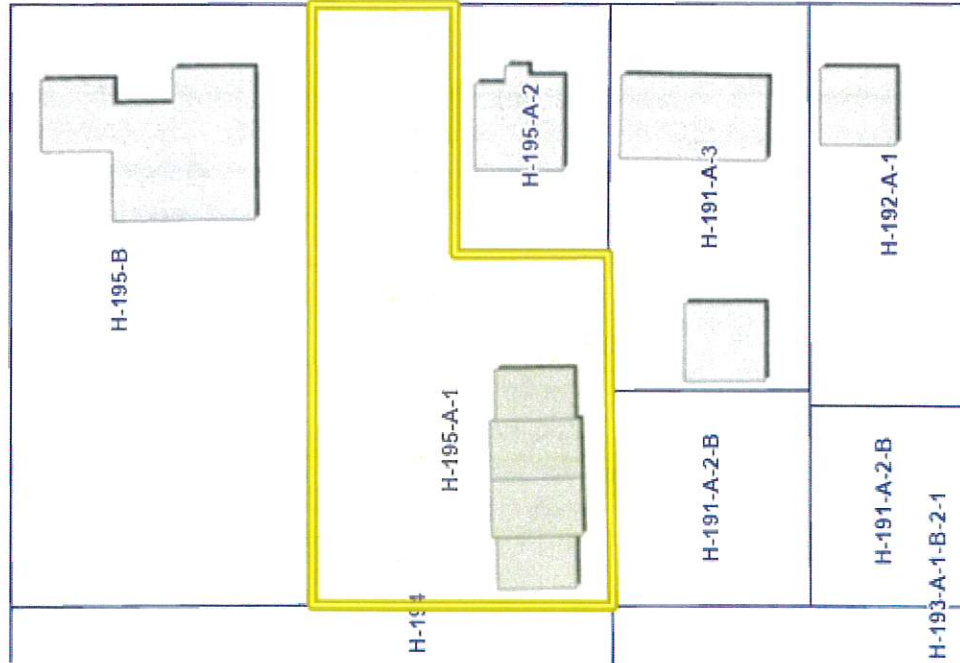
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Zone Change



200 N

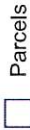


Main St



WGS_1984_Web_Mercator_Auxiliary_Sphere

Legend



Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shiwiwi Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

Notes



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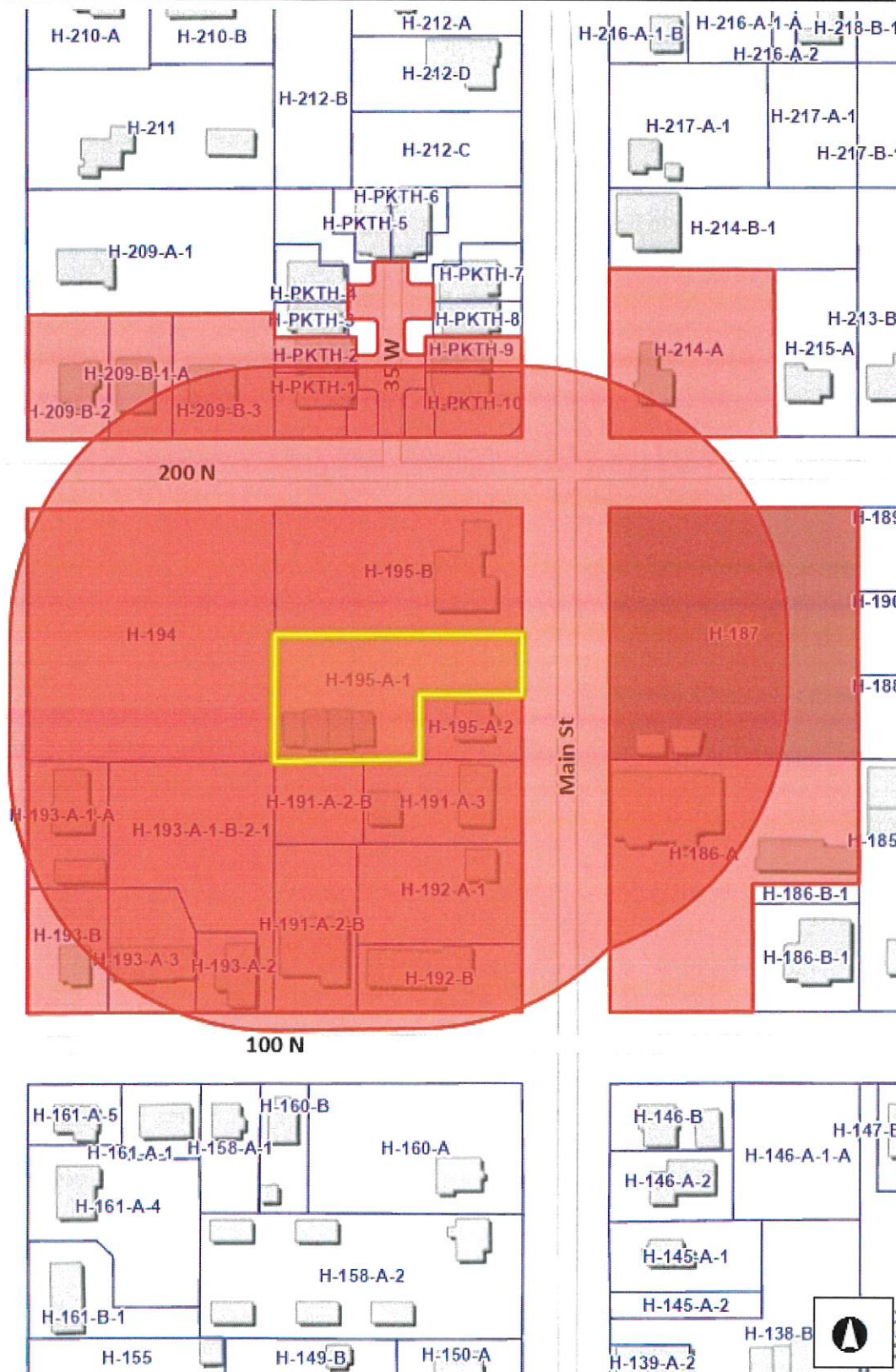
Legend

- Parcels**

Ownership

 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wildlife
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes



376.2	0	188.08	376.2Feet
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WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

HURRICANE TOWN
H-187
58 N 200 E
HURRICANE, UT 84737-1886

CECIL JOHN V
H-193-A-1-A
140 N 100 W
HURRICANE, UT 84737

STRATTON ARDEN B & ALLENE WRIGHT TRS
H-195-B
173 N MAIN
HURRICANE, UT 84737

ZALESKI SKYLER, ET AL
H-191-A-3
40 W 100 N
HURRICANE, UT 84737

MARTINEAU TRAYCE, ET AL
H-195-A-2
153 N MAIN STREET
HURRICANE, UT 84737

ZALESKI DAN & ASENITH TRS
H-191-A-2-B
40 W 100 N
HURRICANE, UT 84737

HIGHPOINTE HOMES LLC
H-194
PO BOX 549
HURRICANE, UT 84737-0549

HEPWORTH BRUCE D & JANICE
H-193-A-2
137 E 480 N # 14-4
HURRICANE, UT 84737-1898

HOLLIMAN JOSH
H-209-B-2
1499 W 3500 N
PLEASANT GROVE, UT 84062

SCHEFFEL SOONJIN
H-PKTH-9
435 PAINTBRUSH WAY
SAINT GEORGE, UT 84790

HEPWORTH ABE D & RACHEL
H-193-A-1-B-2-1
159 E 500 N
HURRICANE, UT 84737

CEDAR POINT HOLDINGS LLC SERIES - 208 N
H-214-A
3036 S GENTRY LN
SAINT GEORGE, UT 84790

ZALESKI DAN C, ET AL
H-192-A-1
40 W 100 N
HURRICANE, UT 84737

BARREDA ARGIMIRO B & ELSA TRS
H-PKTH-10
204 N 35 W
HURRICANE, UT 84737

HEPWORTH LUKE M & HEATHER K
H-193-A-3
100 N 80 W
HURRICANE, UT 84737

ZALESKI DAN & ASENITH TRS
H-191-A-2-B
40 W 100 N
HURRICANE, UT 84737

BRASSANINI MICHAEL & TAMMI
H-209-B-1-A
297 COUNTY RD 1012
SILVERTHORNE, CO 80498

YOUNG ROBYN
H-193-B
PO BOX 731
HURRICANE, UT 84737

METCALF KENNETH R
H-186-A
288 W SAINT GEORGE BLVD
SAINT GEORGE, UT 84770-3350

HOLDAWAY RONALD K & JOLYNNE N
H-192-B
107 N MAIN ST
HURRICANE, UT 84737-1848

FORSYTH ZACHARY & SHELLA
H-195-A-1
559 S 400 W
HURRICANE, UT 84737

HATCH CAMERON, ET AL
H-PKTH-2
205 N 35 W # 2
HURRICANE, UT 84737

LEBARON CRAIG G TR
H-PKTH-1
322 N STATE ST
HURRICANE, UT 84737

ALLSOP ALEX RICHARD, ET AL
H-209-B-3
66 W 200 N
HURRICANE, UT 84737



STAFF COMMENTS

Agenda Date:	05/12/2022
Application Number:	2022-ZC-20
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Zachary Forsyth
Agent:	
Request:	A Zone Change from RM-1 to RM-3
Location:	163 N Main St
Zoning:	RM-1
General Plan Map:	Downtown

Discussion:

The applicant is seeking a zone change from RM-1 to RM-3 on .49 acres of property. The applicants are proposing to add additional units to the four units already on the property. RM-3 zoning would allow for an additional 3 units. This property is located within the Hurricane downtown approximately one block north of SR-9 and across the street from Pioneer Park.

RM-3 zoning typically requires a full acre to be considered for a zone change however Hurricane City Code 10-13-4 states: “*Minimum area shall not be required in downtown area as listed within the general plan map to allow for infill and redevelopment of the downtown area in order to accomplish goals within the City's general plan and supporting master plans.*”

	Zoning	Adjacent Land Use
North	RM-1, RM-2	Single family homes, multifamily developments
East	PF, R1-6	Pioneer Park, single family homes
South	GC	Single family homes, commercial
West	RM-2, RM-1	Undeveloped property, single family homes



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a part of our Downtown. The 2021 General Plan defines the Downtown as follows:

Downtown

This land use is concentrated in Hurricane's historic downtown district. Desired uses downtown include retail, residential, dining, public, and entertainment. Development in this area should build on Hurricane's unique character and heritage, reusing existing buildings where possible. This area is held to a higher standard of design and strives to create a safe and inviting environment for pedestrians.

This property is located in the heart of downtown Hurricane, down the street from commercial and civic uses. This is a popular part of town that the city has wanted to revitalize for decades now. The General Plan calls on the city to “*protect and revitalize*” the historic downtown. New infill development bringing a variety of income levels and employment opportunities can be a way to revitalize downtown

Some of the General Plan's Policies with regards to the historic downtown:

Policy 2.1: Hurricane supports the preservation, restoration, renovation, and adaptive re-use of historic buildings

Policy 2.2. Hurricane's history and historic buildings should be accessible to the general public, through such means as historical markers, scenic tours, authentic re-creations, and enactments

Policy 2.3. New development should be planned and designed to enhance the qualities and character that Hurricane residents and visitors value

Policy 3.1. Hurricane will strive to preserve the small town feel and rural character of its historic Downtown area

Policy 3.2. Hurricane supports infill development and redevelopment in the Downtown.

Policy 3.3. New development and redevelopment in the Downtown should be planned and designed to be compatible with the character of the historic period architecture and should be landscaped to enhance the pedestrian experience and overall look of the area.

Policy 3.4. Downtown Hurricane is intended to function as a mixed use village with effective pedestrian and bicycle connectivity to the surrounding neighborhoods.

Policy 3.5. Hurricane supports the development of unique shops, restaurants, professional offices, financial institutions in the Downtown, and supports additional residential options, including lofts, apartments, and townhouses.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: There are already apartments on the property in question and multifamily developments on the other side of 200 N.

3. Will the proposed amendment affect the adjacent property?

Response: Yes although adding three new units is unlikely to cause a huge affect. The property has good access to Main St and is tucked back from Main St which will further decrease the effect on the neighboring properties

4. Are public facilities and services adequate to serve the subject property?

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

Current Zoning

The property is currently zoned RM-1 and there are four units on the property. At .49 acres of property this is about 8.13 units per acre, more than the permitted 6 units per acre. This property is probably grandfathered in based on its location in historic downtown Hurricane. Staff generally supports zone changes that would bring existing property into compliance with current zoning ordinance.

This property is not within the Downtown Hurricane Historic District as recorded with the National Register of Historic Places

Parking

Per HCC 10-34-10 multifamily developments require:

<i>Dwelling, multiple-family:</i>	
<i>Studio and 1 bedroom units</i>	<i>1.5 spaces per dwelling unit</i>
<i>2 or more bedroom units</i>	<i>2 spaces per dwelling unit</i>

New units will require the entire development to be in compliance with this ordinance.

Downtown Master Plan

The City has budgeted money for a downtown master plan to plan for the future of this area of town. The City has received a grant from UDOT to help with the planning of this master plan that is expected to be dispersed July 1. As part of the master plan items such as design standards and mixed use overlay zones may be considered, including items that may or may not encourage further infill development. Staff would not recommend any major changes to city policy until the downtown master plan is complete.

Infill Development

The 2021 General Plan calls for “1.4. The City supports expansion and infill development in appropriate locations to utilize existing infrastructure and services efficiently.” Infill development occurs when vacant or under-utilized tracts of land are developed. Many communities have large parcels of land that were not developed for one reason or another. These properties are usually smaller in size and thus less impactful on the community, infrastructure usually already exists in the area which decreases construction costs which can create more affordable units. These infill developments can also spark reinvestment and redevelopment in underutilized parts of town. The biggest disadvantage can be that these infill developments do not always match the character of the surrounding neighborhood and can be incompatible with land use codes.

Site Plan Design

No site plan was submitted or required for this application. There is a proposal before the Planning Commission to add requirements for amenities and open space for multifamily developments. The current proposal would not require any amenities for a development this small and there is a provision to waive the open space requirement if a development is within one-quarter mile of a city park. Staff generally believes this would be a good location to waive that requirement. A preliminary site plan will be required if the zone change is approved.

JUC Comments:

Power: On the western property line. Should work fine. May need to upgrade service.

Water: Hydrant and meters on the property. Low pressure in the area. May need pressure pumps.

Streets: Make sure there is adequate parking on site

Sewer: Sewer available on western property line. Individual laterals per unit.

Engineering: Drainage plan needed

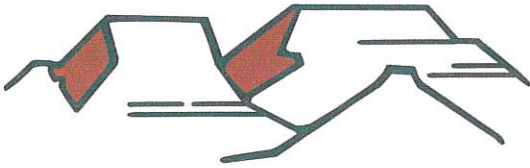
Fire: Fire code analysis needed

Findings:

Staff makes the following findings:

1. The application meets many of the standards within the General Plan and General Plan Map.
2. This zone change is harmonious with most of the surrounding development..
3. The proposed amendment will have an impact on the area, but there will be a limited number of units added.
4. Services are adequate to serve the property.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. Staff would recommend approval of this zone change.



PLANNING & ZONING HURRICANE CITY UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee

File No. 2022-ZC-21

Receipt No. 7-693917

Name: Zachary Forsyth, RFG, LC Telephone: (435) 669-6394
559 S 400 W

Address: 655 W 375 S, Hurricane, UT 84737 Fax No. _____

Email: Zachpharmd@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 115 N 100 E, Hurricane, UT 84737
55 E 100 W, Hurricane, UT 84737

Tax ID of Subject Property: 1994287 Existing Zone District: RM-1
1994295 GC

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) RM-3

To add additional units to property. To allow for more affordable housing
along the SR-9 corridor.

Submittal Requirements: The zone change application shall provide the following:

- ____a. The name and address of every person or company the applicant represents.
- ____b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ____c. All abutting properties showing present zoning classifications.
- ____d. An accurate legal description of the property to be rezoned.
- ____e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ____f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

.....
(Office Use Only)

Date Received: _____ Application Complete: YES ____ NO ____

Date application deemed to be complete: _____ Completion determination made by: _____

Zone Change Application Information 55 E 100 W Hurricane, Utah 84737

Legal Description-

BEG SW COR LOT 1 BLK 3 PLAT B HTS TH E 77 FT; TH N 231 FT; TH W 77 FT; TH S 231 FT TO POB

Parcel Number- H-185

Tax ID- 1994295

RFG LC

115 N 100 E, Hurricane, Utah 84737

H-184

Account Number 1994287

Legal Description- BEG AT SE COR OF LOT 1 BLK 3 PLAT B HTS N 234.25 FT TH W 156.36 FT TH S 234.25 FT TH E 156.36 FT TO POB.

LESS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 3, PLAT "B", OF HURRICANE TOWN SURVEY AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID BLOCK NORTH 89°10'14" WEST 102.32 FEET; THENCE NORTH 00°51'19" EAST 73.74 FEET; THENCE SOUTH 89°12'57" EAST 102.32 FEET TO A POINT ON THE EASTERLY LINE OF SAID BLOCK; THENCE ALONG SAID EASTERLY LINE SOUTH 00°51'19" WEST 73.82 FEET TO SAID SOUTHEAST CORNER AND THE POINT OF BEGINNING.

Warranty Deed Page 1 of 5
 Russell Shirts Washington County Recorder
 01/24/2019 01:03:45 PM Fee \$20.00 By
 SOUTHERN UTAH TITLE COMPANY

When recorded mail deed and tax notice to:

Zachary Forsyth
 559 S. 400 W.
 Hurricane, UT 84737



SOUTHERN UTAH TITLE
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Doing Good Deeds for Over 60 Years

Order No. 202764 - RLW
 Tax I.D. No. H-185

Space Above This Line for Recorder's Use

WARRANTY DEED

IOTA, LLC Series - 11 (55 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, IOTA, LLC Series - 12 (49 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, and IOTA, LLC Series - 13 (51 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, which also appears of record as IOTA, LLC Series - 11 (55 E 100 N), a Utah series limited liability company, IOTA, LLC Series - 12 (49 E 100 N), a Utah series limited liability company and IOTA, LLC Series - 13 (51 E 100 N), a Utah series limited liability company, which has also been known as IOTA LLC Series-11, 12, 13, a Utah Limited Liability Company, grantor(s), of LaVerkin, County of Washington, State of Utah, hereby CONVEY and WARRANT to

Zachary Forsyth and Sheila Forsyth, Husband and Wife, as Joint Tenants, grantee(s) of Hurricane, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

Beginning at the Southwest Corner of Lot 1, Block 3, Plat "B", HURRICANE TOWNSITE SURVEY; thence East 77.00 feet; thence North 231.00 feet; thence West 77.00 feet; thence South 231.00 feet, to the point of beginning.

See Water Rights Addendum to Land Deeds attached hereto and made a part hereof

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity

WITNESS the hand(s) of said grantor(s), this 23rd day of January, 2019.

IOTA, LLC Series - 11 (55 E 100 N), a series within IOTA, LLC, a Utah series limited liability company

By: Richard T. Murset
 Richard T. Murset, Manager

By: Carolyn C. Murset
 Carolyn C. Murset, Manager

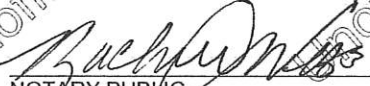
IOTA, LLC Series - 12 (49 E 100 N), a series within IOTA, LLC, a Utah series limited liability company

By: Richard T. Murset
 Richard T. Murset, Manager

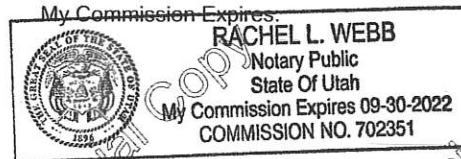
By: Carolyn C. Murset
 Carolyn C. Murset, Manager

STATE OF Utah)
)
) :ss.
COUNTY OF Washington)

On the 23rd day of January, 2019, personally appeared before me, Richard T. Murset, who being by me duly sworn, did say that he/she is the Manager and Carolyn C. Murset, who being by me duly sworn, did say that he/she is the Manager of IOTA, LLC Series - 13 (51 E 100 N), a series within IOTA, LLC, a Utah series limited liability company, and that said instrument was signed by them in behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes herein mentioned, and said Richard T. Murset and Carolyn C. Murset acknowledged to me that said limited liability company executed the same.


NOTARY PUBLIC

My Commission Expires



NOTES TO WATER RIGHTS ADDENDUM TO LAND DEEDS

Please read the following notes carefully in order to avoid problems and the possible loss of the water rights being conveyed in connection with this transaction.

The mere purchase of a water right does not guarantee: (1) that the water right is in good standing with the Utah Division of Water Rights; (2) that the owner has clear title to the water right; (3) that the Division will recognize the ownership change; or (4) that the Division will approve any proposed changes or extensions regarding the water right. You are encouraged to conduct proper "due diligence" research into any water right before purchasing it.

- N1 Once this Water Rights Addendum has been recorded at the County Recorder's Office, Grantee must prepare a "Report of Water Right Conveyance" or "ROC" (available from the Utah Division of Water Rights) and file it with the Utah Division of Water Rights in order to: (1) have the Division's records updated with current ownership and address information; (2) file any application on these water rights; and (3) receive notifications concerning deadlines and other essential information pertaining to these rights. **Failure to do so PROMPTLY may result in the loss of these water rights.** Help with reviewing the water rights and completing the ROC can be obtained from the Utah Division of Water Rights and/or water professionals, such as attorneys, engineers, surveyors, and title professionals with experience in water rights and water law.
- N2 A water right often has one or more applications on file with the Utah Division of Water Rights that affect that water right, such as change applications, extension requests, and non-use applications. These applications should be transferred with the water right. The Grantee should review the water right applications and other documents on file with the Utah Division of Water Rights.
- N3 Water rights owned by the Grantor and used on Grantor's Parcel may be "appurtenant" to Grantor's Parcel. Not all appurtenant water rights have been assigned a water right number because not all water rights are "of record." If Section A is being completed, this conveyance includes all appurtenant water rights, whether or not they are listed by water right number or are of record. Grantee should investigate each water right listed and determine if there are any water rights that are not of record. If there are water rights not of record, Grantee should seriously consider making them of record by filing the appropriate forms with the Utah Division of Water Rights.
- N4 100% of the water rights listed here are being conveyed to Grantee. A Report of Water Right Conveyance (see N1 above) should be filed on each water right listed here. The Water Rights listed in Section B may not provide sufficient water for all of the historic water uses.
- N5 Less than 100% of the water right listed is being conveyed to Grantee. The exact portion to be conveyed, expressed in terms of the beneficial uses associated with this portion of the water right must be described. This description generally consists of: (1) the number of families for domestic (indoor culinary) uses (generally quantified as 0.45 acre-feet per family for a year-round residence and 0.25 acre-feet per family for a seasonal residence); (2) the number of acres irrigated (this involves issues of "irrigation duty" [the number of acre-feet of water allowed per acre of irrigated land] and "sole supply/supplemental supply" [the amount of water allocated to each water right when more than one right is used on the same land or for the same livestock]; and (3) the number of livestock being watered (expressed in terms of equivalent livestock units or "ECUS" which are quantified at the rate of 0.028 acre-feet per EAU for full-year use. Any other uses being conveyed should be similarly described. Help with evaluating, quantifying, and/or describing the uses can be obtained from the Utah Division of Water Rights and/or water professionals.
- N6 Shares of stock in water companies (including irrigation, canal, and ditch companies) are generally not transferred by deed. Each company has procedures for transferring ownership. The company should be contacted to ascertain the appropriate procedures to follow. The most common procedure is for the Grantor to endorse and deliver the stock certificate to the Grantee, who then presents that certificate to the company for issuance of a new certificate in the Grantee's name. If another procedure is to be followed, that should be noted on the "Other water related disclosures" line in Section C of this form. Each company also defines how much water is associated with a particular share and what fees and assessments are charged. The Grantee should contact the company about all such issues.
- N7 If culinary water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N8 If outdoor/secondary/irrigation water service is currently being provided to the Grantor's Parcel by a municipality, a water district, or a water company, that entity should be listed here and the Grantee should contact that entity to ascertain what is required to continue receiving such service.
- N9 If this box is checked, the Grantee should investigate what water IF ANY is available for use on the Grantor's Parcel.
- N10 This space should be used for any other information that the Grantor has which is relevant to water issues associated with the Grantor's Parcel.

The Utah Division of Water Rights (often referred to as the State Engineer's Office) is located at 1594 W. North Temple, Suite 220, PO Box 146300, Salt Lake City, Utah 84114-6300. Telephone: 801-553-7240 Web Address: www.waterrights.utah.gov

When recorded mail deed and tax notice to:
RFG, L.C.
331 N 2260 W
Hurricane, UT 84737

DOC # 20180007012

Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
02/16/2018 12:00 25 PM Fee \$ 13.00
By RFG L C



Tax I.D. No. H-184

Space Above This Line for Recorder's Use

WARRANTY DEED

Axton Hoyt, grantor(s), of St. George, County of Washington, State of Utah, hereby CONVEY and WARRANT to

RFG, L.C., a Utah Limited Liability Company, grantee(s) of Hurricane, County of Washington, State of Utah, for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the following described tract of land in Washington County, State of Utah:

See Attached Exhibit "A"

TOGETHER WITH all improvements and appurtenances there unto belonging, and being SUBJECT TO easements, rights of way, restrictions, and reservations of record and those enforceable in law and equity.

WITNESS the hand(s) of said grantor(s), this 13 day of February, 2018.

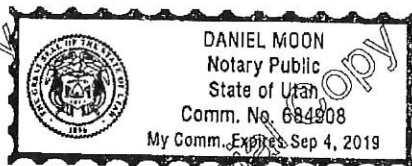

Axton Hoyt

STATE OF Utah

COUNTY OF Washington

:ss.
)

On the 13 day of February, 2018, personally appeared before me, Axton Hoyt, the signer of the within instrument who duly acknowledged to me that he/she executed the same.




NOTARY PUBLIC

My Commission Expires: 9-4-19

HURRICANE TOWN
H-187
58 N 200 E
HURRICANE, UT 84737-1886

HOUSTON ANNETTE S
✓ H-135-A-2-A
140 E 100 N
HURRICANE, UT 84737

WOODBURY CHRIS & KATHERINE K TRS
✓ H-181-A-3
140 N 100 E
HURRICANE, UT 84737

JONES BLAKE
✓ H-180-A-3
161 N 160 E
HURRICANE, UT 84737

THOMPSON CARL W & RENAE L TRS
✓ H-188
299 E 100 N
HURRICANE, UT 84737

BAUGH JONATHAN M
✓ H-147-E
2212 S ARABIAN WAY
WASHINGTON, UT 84780

CLIFF ROSE L C
H-147-D-1
2212 S ARABIAN WAY
WASHINGTON, UT 84780

MEREDITH RUSSELL WILLIAM & NATALIE TRS
✓ H-181-A-2
135 E 100 N
HURRICANE, UT 84737

HINTON DAVID TOLMAN & GERALDINE T
✓ H-190
165 N 100 E
HURRICANE, UT 84737

JARPH LLC - SERIES 1
✓ H-189
55 E 200 N
HURRICANE, UT 84737

SHAW DOUGLAS H & ALANEA TRS
✓ H-186-B-1
870 W CIMARRON DR
WASHINGTON, UT 84780

BARLOW CALEM
✓ H-184-B
1647 S ASH CREEK DR
TOQUERVILLE, UT 84774-5052

HERITAGE RENTALS LLC
✓ H-145-A-1
1406 S 700 W
HURRICANE, UT 84737

SUWYN THOMAS MICAH & APRIL
✓ H-182-A-1-B
181 N 160 E
HURRICANE, UT 84737-1819

WARD JASON & MIRANDA
✓ H-147-C
87 N 100 E
HURRICANE, UT 84737

SHAW DOUGLAS H & ALANEA TRS
✓ H-186-B-1
870 W CIMARRON DR
WASHINGTON, UT 84780

COX D WADE & REBECCA L
✓ H-182-A-1-A
PO BOX 636
WASHINGTON, UT 84780

HERITAGE RENTALS LLC
✓ H-146-B
1406 S 700 W
HURRICANE, UT 84737

BRYNER WALLACE F
✓ H-180-A-4
175 N 160 E
HURRICANE, UT 84737

STOUT HOME CENTER INC
✓ H-138-C
1406 S 700 W
HURRICANE, UT 84737

FORSYTH ZACHARY & SHELLA
H-185
559 S 400 W
HURRICANE, UT 84737

BENCH MEGHAN P
✓ H-180-A-1-A-3-B
162 N 100 E
HURRICANE, UT 84737

CRANDALL KATHY A TR
✓ H-147-B
307 S 200 W
HURRICANE, UT 84737

METCALF KENNETH R
✓ H-186-A
288 W SAINT GEORGE BLVD
SAINT GEORGE, UT 84770-3350

LANGSTON GRANT ALBERT & LYSLE
✓ H-181-A-1
110 N 100 E
HURRICANE, UT 84737

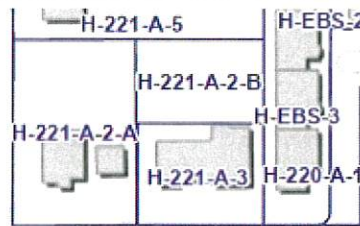
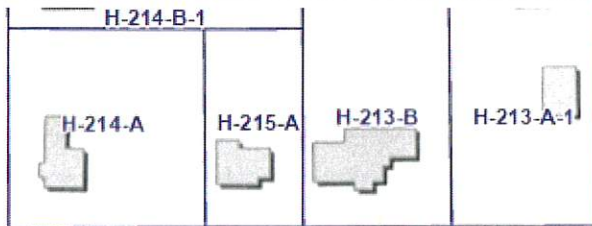
STOUT HOME CENTER INC
✓ H-138-B
1406 S 700 W
HURRICANE, UT 84737

BECAUSE ANIMALS MATTER
✓ H-146-A-2
PO BOX 213
HURRICANE, UT 84737-0213

RFG LC
H-184
331 N 2260 W
HURRICANE, UT 84737

STOUT DENNIS D & SANDRA L
✓ H-135-A-2-B-1
86 N 100 E
HURRICANE, UT 84737-1888

BRUCE ELECTRIC CONTRACTORS INC
✓ H-146-A-1-A
137 E 480 N # 14-4
HURRICANE, UT 84737-1898



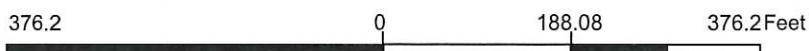
Parcels

- ### Ownership
- U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wilde
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim



100 E

state 5



WGS 1984 Web Mercator Auxiliary Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

Notes



STAFF COMMENTS

Agenda Date:	05/12/2022
Application Number:	2022-ZC-21
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Zachary Forsyth
Agent:	
Request:	A Zone Change from RM-1 and General Commercial to RM-3
Location:	115 N 100 E and 55 E 100 N
Zoning:	RM-1
General Plan Map:	Downtown

Discussion:

The applicant is seeking a zone change from RM-1 and General Commercial to RM-3 on 1.08 acres of property. The applicants are proposing to add additional units to the three units already on the property. RM-3 zoning would allow for an additional 13 units for a total of 16. The applicant is hoping to build affordable housing in the area of SR-9. This property is located within the Hurricane downtown approximately one block north of SR-9 and around the corner from Pioneer Park. RM-3 zoning requires one acre for development.

	Zoning	Adjacent Land Use
North	RM-1, RM-2	Single family homes, multifamily developments
East	PF, R1-6	Pioneer Park, single family homes
South	GC	Single family homes, commercial
West	RM-2, RM-1	Undeveloped property, single family homes



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a part of our Downtown. The 2021 General Plan defines the Downtown as follows:

Downtown

This land use is concentrated in Hurricane's historic downtown district. Desired uses downtown include retail, residential, dining, public, and entertainment. Development in this area should build on Hurricane's unique character and heritage, reusing existing buildings where possible. This area is held to a higher standard of design and strives to create a safe and inviting environment for pedestrians.

This property is located in the heart of downtown Hurricane, down the street from commercial and civic uses. This is a popular part of town that the city has wanted to revitalize for decades now. The General Plan calls on the city to “*protect and revitalize*” the historic downtown. New infill development bringing a variety of income levels and employment opportunities can be a way to revitalize downtown

Some of the General Plan's Policies with regards to the historic downtown:

Policy 2.1: Hurricane supports the preservation, restoration, renovation, and adaptive re-use of historic buildings

Policy 2.2. Hurricane's history and historic buildings should be accessible to the general public, through such means as historical markers, scenic tours, authentic re-creations, and enactments

Policy 2.3. New development should be planned and designed to enhance the qualities and character that Hurricane residents and visitors value

Policy 3.1. Hurricane will strive to preserve the small town feel and rural character of its historic Downtown area

Policy 3.2. Hurricane supports infill development and redevelopment in the Downtown.

Policy 3.3. New development and redevelopment in the Downtown should be planned and designed to be compatible with the character of the historic period architecture and should be landscaped to enhance the pedestrian experience and overall look of the area.

Policy 3.4. Downtown Hurricane is intended to function as a mixed use village with effective pedestrian and bicycle connectivity to the surrounding neighborhoods.

Policy 3.5. Hurricane supports the development of unique shops, restaurants, professional offices, financial institutions in the Downtown, and supports additional residential options, including lofts, apartments, and townhouses.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: The property is located within the heart of Hurricane's downtown. There are multifamily developments and zoning located throughout the area.

3. Will the proposed amendment affect the adjacent property?

Response: Yes but it is anticipated by the General Plan. The property has good access through 100 N and 100 E to SR-9 and the improvements required as part of the development will be beneficial to neighbors.

4. Are public facilities and services adequate to serve the subject property?

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

Current Zoning

There are currently three units on the western parcel, currently zoned GC. Per HCC 10-15-3 *“In the area designated as downtown district on the general plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-3 zone would apply.”* The western parcel currently complies with this code.

Parking

Per HCC 10-34-10 multifamily developments require:

<i>Dwelling, multiple-family:</i>	
<i>Studio and 1 bedroom units</i>	<i>1.5 spaces per dwelling unit</i>
<i>2 or more bedroom units</i>	<i>2 spaces per dwelling unit</i>

New units will require the entire development to be in compliance with this ordinance.

Downtown Master Plan

The City has budgeted money for a downtown master plan to plan for the future of this area of town. The City has received a grant from UDOT to help with the planning of this master plan that is expected to be dispersed July 1. As part of the master plan items such as design standards and mixed use overlay zones may be considered, including items that may conflict with this zone change or make this zone change irrelevant. Staff would not recommend any major changes to city policy until the downtown master plan is complete.

Moderate Income Housing

The 2019 Moderate Income Housing Plan projects that Hurricane is short about 750 affordable housing units. The plan also calls on the City to, “*1. Encourage higher density or moderate income residential development near a major transit investment corridor – SR-9*” Due to a recent change in state law, staff does plan to update the Moderate Income Housing Plan this summer and this strategy will need to be changed or refined to match state law which specifies that “major transit investment corridor” refers to train and bus lines and not a highway.

Infill Development

The 2021 General Plan calls for “*1.4. The City supports expansion and infill development in appropriate locations to utilize existing infrastructure and services efficiently.*” Infill development occurs when vacant or under-utilized tracts of land are developed. Many communities have large parcels of land that were not developed for one reason or another. These properties are usually smaller in size and thus less impactful on the community, infrastructure usually already exists in the area which decreases construction costs which can create more affordable units. These infill developments can also spark reinvestment and redevelopment in underutilized parts of town. The biggest disadvantage can be that these infill developments do not always match the character of the surrounding neighborhood and can be incompatible with land use codes.

Site Plan Design

No site plan was submitted or required for this application. There is a proposal before the Planning Commission to add requirements for amenities and open space for multifamily developments. The current proposal would not require any amenities for a development this small and there is a provision to waive the open space requirement if a development is within one-quarter mile of a city park. Staff generally believes this would be a good location to waive that requirement. A preliminary site plan will be required if the zone change is approved.

JUC Comments:

Power: Power on 100 E

Water: Water on 100 N and 100 E.

Streets: Make sure there is adequate parking on site

Sewer: Sewer on 100 N and 100 E..

Engineering: Access looks good. Road improvements on 100 E and 100 N if the city doesn’t do it first.

Fire: Hydrant in the area

Findings:

Staff makes the following findings:

1. The application meets some of the standards within the General Plan and General Plan Map.
2. This zone change is harmonious with most of the surrounding development..
3. The proposed amendment will have an impact on the area, but that is anticipated by the General Plan and Moderate Income Housing Plan.
4. Services are adequate to serve the property.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. Staff would recommend approval of this zone change.

ZONE CHANGE APPLICATION

City of Hurricane
147 North 870 West
Hurricane, UT 84737
(435) 635-2811
FAX (435) 635-2184

Fee: \$500.00

For Office Use Only:

File No. 2022-2C-18

Receipt No. 7.693825

Name: Ferrel Campbell / Jilly Nelson Telephone: 435-668-8019

Address: 332 W. 400 S. Hurricane, UT. Fax No. _____

Agent (If Applicable): _____ Telephone: _____

Email: jillynnelson12@gmail.com Agent Email: _____

Address/Location of Subject Property: 825 S. Hurricane

Tax ID of Subject Property: H-3-2-1225-DC Existing Zone District: _____

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)
Divide 1 acre lots down to 1/4 - 1/3 acre

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents;
- ☒ b. An accurate property map showing the existing and proposed zoning classifications;
- ☒ c. All abutting properties showing present zoning classifications;
- ☒ d. An accurate legal description of the property to be rezoned;
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☒ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____

ZONE CHANGE APPLICATION (General Information)

PURPOSE

All lands within the City are zoned for a specific type of land use (single family residential, multi-family, commercial, industrial, etc). Zoning occurs as a means to provide for a relationship between various types of land uses which promotes the health, safety, welfare, order, economics, and aesthetics of the community. Zoning is one of the main tools used to implement the City's General Plan.

WHEN REQUIRED

A zone change request is required any time a property owner desires to make a significant change to the use of his/her land. The change may be from one zone density (say 1 acre lots) to smaller lots (10,000 square foot lots). Or, it may be to an entirely different type of use, such as a change from single family zoning to multiple family or commercial zoning. Since the zone applied to your land limits what you can do, a rezoning application is typically the first step toward a change.

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

When approving a zone change the following factors should be considered by the Planning Commission and City Council:

1. Whether the proposed amendment is consistent with the Goals, Objectives and Policies of the City's General Plan;
2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;
3. The extent to which the proposed amendment may adversely affect adjacent property; and
4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and waste water and refuse collection.

PROCESS

Contact the Planning Department for when the deadline for submission is. After it is deemed complete, staff will review the request, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public hearing where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public hearing, members of the public may also have questions or comments. At the public hearing the Planning Commission will review the application and staff's report, and forward a recommendation to the City Council of approval, approval with modifications, or denial the zone change application.

Upon receipt of the Planning Commission recommendation, typically 1-2 weeks after the Planning Commission action, the City Council will consider and act on the Commission's recommendation. The action of the City Council is final. If denied, a similar application generally cannot be heard for a year.

STATE OF UTAH)
COUNTY OF Washington) :SS

Fered L. Campbell
(Property Owner)

Benny Campbell
(Property Owner)

Subscribed and sworn to me this 22nd day of April 2022.

Sophia Daley
(Notary Public)

Residing in: Hurricane, UT.

My Commission Expires: 10/27/24



I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this day of 20

(Notary Public)

Residing in:

My Commission Expires: _____

When Recorded Mail To:
Ferel L. Campbell
332 W. 400 S.
Hurricane, Utah 84737
Reference No. H-3-2-3-1225-DC

DOC # 20130045014

Warranty Deed Page 1 of 1
Russell Shirts Washington County Recorder
12/06/2013 03:50:59 PM Fee \$ 10.00
By CAMPBELL FEREL L.



Warranty Deed

RUTH N. REEVE, TRUSTEE OF THE LEO AND RUTH REEVE FAMILY TRUST, Dated
October 30, 1991

of Hurricane County of Washington, State of Utah,
hereby

CONVEYS and WARRANTS, to Ferel L. Campbell and Beverly H. Campbell, husband & wife,
as joint tenants with full rights of survivorship and not as tenants in common,

of 332 W 400 S. Hurricane, Utah 84737 for the sum of

TEN DOLLARS, and other valuable consideration
the following described property in Washington County, State of Utah

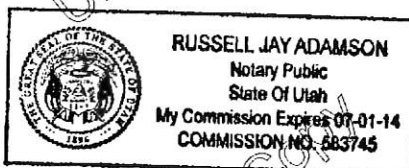
A parcel of land in Section 3, Township 42 South, Range 13 West, Salt Lake Base and Meridian,
described as follows:

ALL of Lot Twenty (20), Block Eight (8), HURRICANE FIELD SURVEY, as recorded in
the Official Plat thereof, on file in the Office of the Recorder of Washington County,
State of Utah.

WITNESS, the hands of said grantor, this 26 day of November, A.D. 2013

Ruth N. Reeve
Ruth N. Reeve, Trustee

STATE OF UTAH }
County of Washington } SS.



On this 26th day of November, A.D. 2013 personally appeared before me,
Ruth N. Reeve, Trustee of the Leo and Ruth Reeve Family Trust, dated October 30, 1991,
the signers of the within instrument, who duly acknowledged to me that she executed the same.

Russell Jay Adamson
Notary Public

My Commission expires 07/01/2014
My residence is Hurricane, Utah

Property Tax Information

At this point, the information below is current. All property tax payments and adjustments have been posted to their respective accounts.

Amounts Valid Through: April 22, 2022

Original Tax	Year	Tax Due	Penalty Due	Interest Due	Fees Due	Total Due
\$40.25	2009	0.00	0.00	0.00	0.00	0.00
\$49.14	2010	0.00	0.00	0.00	0.00	0.00
\$48.88	2011	0.00	0.00	0.00	0.00	0.00
\$48.85	2012	0.00	0.00	0.00	0.00	0.00
\$46.43	2013	0.00	0.00	0.00	0.00	0.00
\$40.90	2014	0.00	0.00	0.00	0.00	0.00
\$40.24	2015	0.00	0.00	0.00	0.00	0.00
\$39.56	2016	0.00	0.00	0.00	0.00	0.00
\$39.10	2017	0.00	0.00	0.00	0.00	0.00
\$35.88	2018	0.00	0.00	0.00	0.00	0.00
\$30.17	2019	0.00	0.00	0.00	0.00	0.00
\$28.48	2020	0.00	0.00	0.00	0.00	0.00
\$26.81	2021	0.00	0.00	0.00	0.00	0.00

Primary Owner: **CAMPBELL FEREL L & BEVERLY**

Account Number: **165798**

Serial Number: **H-3-2-3-1225**

Mailing Address: **332 W 400 S, HURRICANE, UT 84737**

Account Balance Paid

- [Click here to Pay Taxes](#)
- [To search property records for this account, click here.](#)

HENDERSON JOHN & LISA

H-3-2-3-1321
802 S 400 W
HURRICANE, UT 84737

X

REEVE REED J & PAMELA P TRS

H-3-2-3-1230
885 S 400 W
HURRICANE, UT 84737

X

MAAG FAMILY LLC

H-3-2-3-1215
832 S 180 W
HURRICANE, UT 84737

X

SMITH RODNEY & SHARI

H-3-2-3-1228
869 S 400 W # 151-4
HURRICANE, UT 84737-2310

X

POULTON JONATHAN BRAD & MEGAN

H-3-2-3-12223
880 S 180 W
HURRICANE, UT 84737

X

REEVE RONALD L & KRISTINE G TRS

H-3-2-3-1229
725 S 400 W
HURRICANE, UT 84737

X

REEVE RONALD L & KRISTINE G TRS

H-3-2-3-1224
725 S 400 W
HURRICANE, UT 84737

X

STRATTON TRACEY L & LISA M TRS

H-3-2-3-211212
850 S 180 W
HURRICANE, UT 84737

X

MANWARING BRIAN LEE TR, ET AL

H-3-2-3-1329
PO BOX 902
SALEM, UT 84653

X

CAMPBELL FEREL L & BEVERLY

H-3-2-3-1225
332 W 400 S
HURRICANE, UT 84737

STOUT SHELDON & SARA ANNE

H-HAV-4-A
245 W 725 S
HURRICANE, UT 84737

X

HURRICANE'S EMERALD L C

H-3-2-3-1318
676 S 400 W
HURRICANE, UT 84737

X

MAAG PAUL B & ELLA S TRS

H-3-2-3-1221
804 S 180 W # 116-7
HURRICANE, UT 84737-2319

X

BALLARD DALE D & MARALEE G

H-3-2-3-1322
824 S 400 W # 151-2
HURRICANE, UT 84737-2309

X

SCHOLZEN JEREMY J & LAURIE K TRS

H-3-2-3-1332
870 S 400 W
HURRICANE, UT 84737

X

BUCKNER LANE A & MICHELLE

H-3-2-3-1323
846 S 400 W
HURRICANE, UT 84737-2309

HURRICANE CITY

H-3-2-3-1324
147 N 870 W
HURRICANE, UT 84737-1671

X

BUIST TONY D & HELEN TRS, ET AL

H-3-2-3-1226
239 S MAIN ST
HURRICANE, UT 84737

X

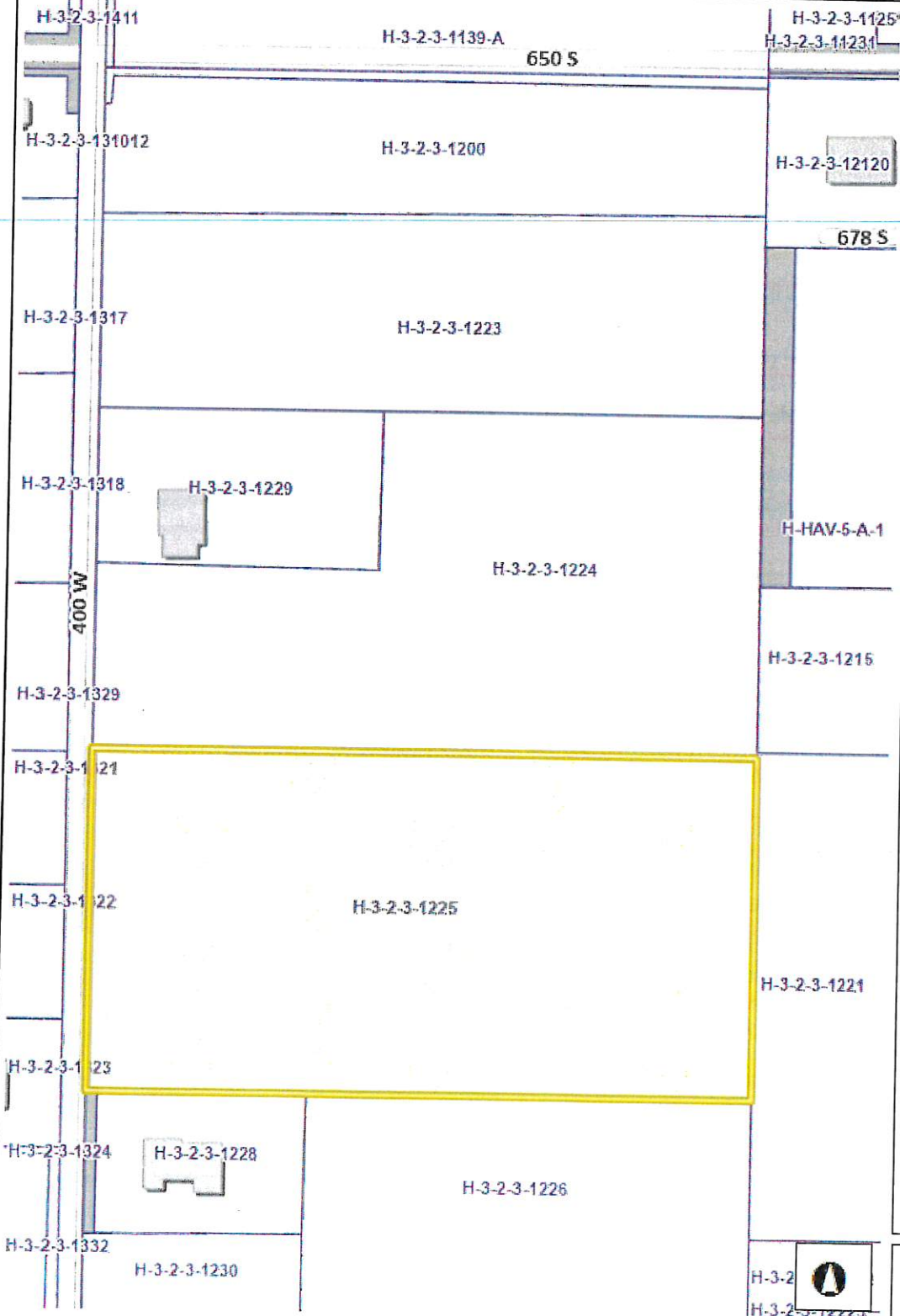
STRATTON CASEY C & KELSEY

H-HAV-5-A-1
1052 S 50 W
HURRICANE, UT 84737

X



Lone Pine Subdivision Zone Change



Legend

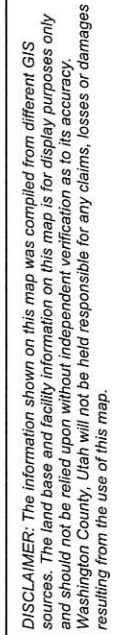
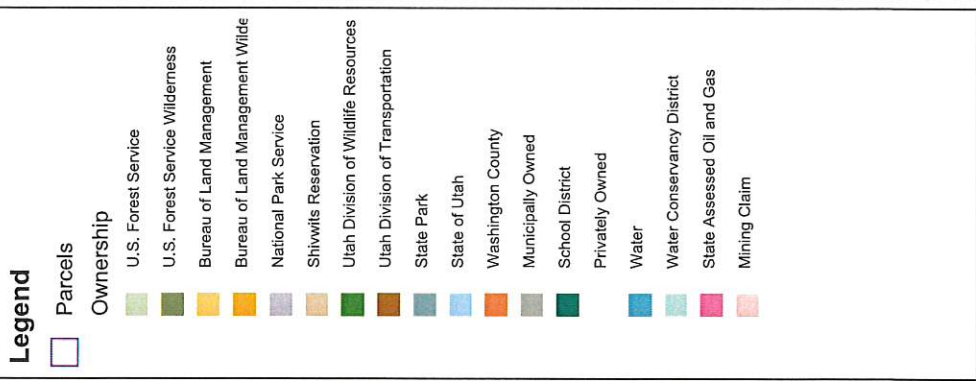
- Parcels
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - Bureau of Land Management Wild
 - National Park Service
 - Shivwits Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.



— 100 —

WGS_1984_Web_Mercator_Auxiliary_Sphere



STAFF COMMENTS

Agenda Date:	5/12/2022
Application Number:	2022-ZC-18
Type of Application:	Zone Change Application
Action Type:	Legislative
Applicant:	Ferel Campbell
Agent:	Jilyn Nelson
Request:	A Zone Change from RA-1 to R1-15
Location:	400 W 825 S
Zoning:	RA-1
General Plan Map:	Single Family

Discussion:

The applicant is seeking a zone change from RA-1 to R1-15 to allow for the building of ten new homes. This property is located along 400 W. A site plan was submitted as part of the application but as this is not a PDO request the site plan will not be binding and should be viewed as conceptual. .

	Zoning	Adjacent Land Use
North	RA-1, R1-10	Single Family Homes
East	RA-1, PF	Single Family Homes, elementary school
South	RA-1, RA-0.5	Single Family Homes
West	RA-1, R1-10	Single Family Homes, some agriculture



To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*
4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as a Single Family. The 2021 General Plan defines Single Family as follows:

These uses should be located near supporting community uses such as, but not limited to churches, schools, and parks. Appropriate densities for this land use include R1-15, R1-10, R1-8, and R1-6.

This proposed zone change does comply with the General Plan Map. This area is also close to parks, schools, and churches.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: The proposed zone change will allow for single family homes to be built on larger lots. This is harmonious with the surrounding development. The applicant's request is for the largest single family zoning outside of the agriculture and residential agricultures zones.

3. Will the proposed amendment affect the adjacent property?

Response: Yes but it is well within the densities approved by the General Plan for the area. R1-15 zoning would allow for up to 15 units on the property, but the applicant's concept only proposes 10 at this time.

4. Are public facilities and services adequate to serve the subject property?

Response: Facilities and services are adequate for this development. JUC had no major concerns about availability.

Other Considerations

JUC Comments:

1. **Power:** Overhead powerline exists on the east side of 400 W. This line may need to be upgraded depending on loads in the subdivision. Bring designs to the power department before submitting to JUC.
2. **Sewer:** No comments
3. **Streets:** No issues
4. **Water:** Need to put water line in correct location and replace and install irrigation
5. **Engineering:** 400 W and Future 300 W are 60' minor collectors on the master plan and will need dedication and improvement. Development plan should include connectivity to the north, south, and east
6. **Fire:** Fire code analysis needed
7. **Cable/Phone/Gas/WCWD:** Good

Staff Comments:

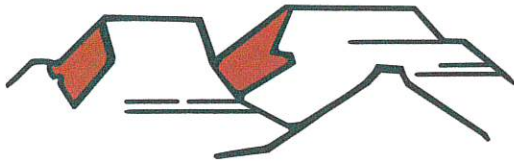
1. There is a 60'' master planned roadway (Future 300 W) that needs to be dedicated on the property. This is shown on the proposed site plan.
2. The road going through the property can be a 45'' roadway
3. Planning staff do not believe connections to the north and south will be necessary as long as the master planned roads on the property are developed.

Findings:

Staff makes the following findings:

1. The application meets the standards within the General Plan and General Plan Map.
2. Most of the surrounding development is large lot single family homes
3. The proposed amendment will impact the area, but the limited number of units would mitigate the impact.
4. Services are adequate to serve the area and proposed project.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. Staff recommends approval of the proposed zone change.



PLANNING & ZONING HURRICANE CITY UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee

File No. 2622-ZC-19
Receipt No. 87.693907

Name: JOSHUA COEN Telephone: 602-614-2422

Address: 2018 WESTCLIFF DRIVE, ST GEORGE UTAH Fax No. _____

Email: JCOEN@ZIONSOLARPROS.COM Agent Email: ROBBIE@LRPOPE.COM AND CLARK@SPILKERHOMES.COM

Agent (If Applicable): POPE ENGINEERING AND CLARK SPILKER Telephone: 435-669-2568 AND 435-668-0262

Address/Location of Subject Property: 1200 WEST 4600 SOUTH HURRICANE UTAH; ADJACENT TO SKYRANCH

Tax ID of Subject Property: H-3403-K Existing Zone District: RA-1

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) THE OWNER IS SEEKING A ZONE CHANGE FROM RA-1 TO RA-0.5. THE PARCEL IS SHAPED SUCH THAT 1 ACRE LOTS ARE NOT FEASIBLE WITH A DEAD-END CUL-DE-SAC; HALF ACRES LOTS ARE IN THE AREA AND PROVIDE A BETTER DESIGN AND LAYOUT

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents.
- ☒ b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ☒ c. All abutting properties showing present zoning classifications.
- ☒ d. An accurate legal description of the property to be rezoned.
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☒ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____

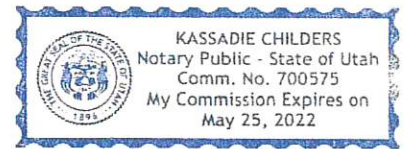
STATE OF UTAH)
COUNTY OF Washington :SS


(Property Owner)

(Property Owner)

Kanadie Childers
(Notary Public)

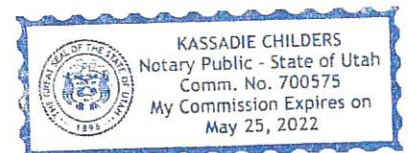
My Commission Expires: May 25, 2022



(Property Owner)

Kanadii Builders
(Notary Public)

My Commission Expires: May 25, 2022



LOWE LAND 280 LLC
H-3403-U
1038 E 760 N
OREM, UT 84097

HEVELONE JOHANNA L TR
H-3403-E-2
1301 W 4620 S
HURRICANE, UT 84737

JACOBSEN J DOUGLAS
H-3403-C-2
4693 MADISON AVE
OGDEN, UT 84403-3007

ABANDONATO MARCEL JOSEPH & JENNIFER T
H-3403-D-1
1693 HONORS CIR
CORONA, CA 92883

COEN JOSHUA
H-3403-K
2018 WESTCLIFF DR
SAINT GEORGE, UT 84790

FIRST TITLE OF UTAH INC
H-3403-C-1
PO BOX 3159
COLORADO CITY, AZ 86021-3159

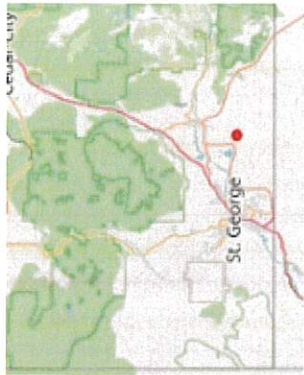
FERNWOOD LLC, ET AL
3403-C-5-HV
476 W HERITAGE PARK BLVD # 200
LAYTON, UT 84041

QUALITY AUTO SALES LLC 401K PROFIT SHARI
H-3403-E-1
5376 W 3160 S
HURRICANE, UT 84737

FOISY STEVE E, ET AL
H-3403-E-3
2105 S BALBOA WAY # 8
SAINT GEORGE, UT 84770



Coen Zone Change



Legend

Parcels

Ownership

- U.S. Forest Service
- U.S. Forest Service Wilderness
- Bureau of Land Management
- Bureau of Land Management Wildlife
- National Park Service
- Shiwiwi Reservation
- Utah Division of Wildlife Resources
- Utah Division of Transportation
- State Park
- State of Utah
- Washington County
- Municipally Owned
- School District
- Privately Owned
- Water
- Water Conservancy District
- State Assessed Oil and Gas
- Mining Claim

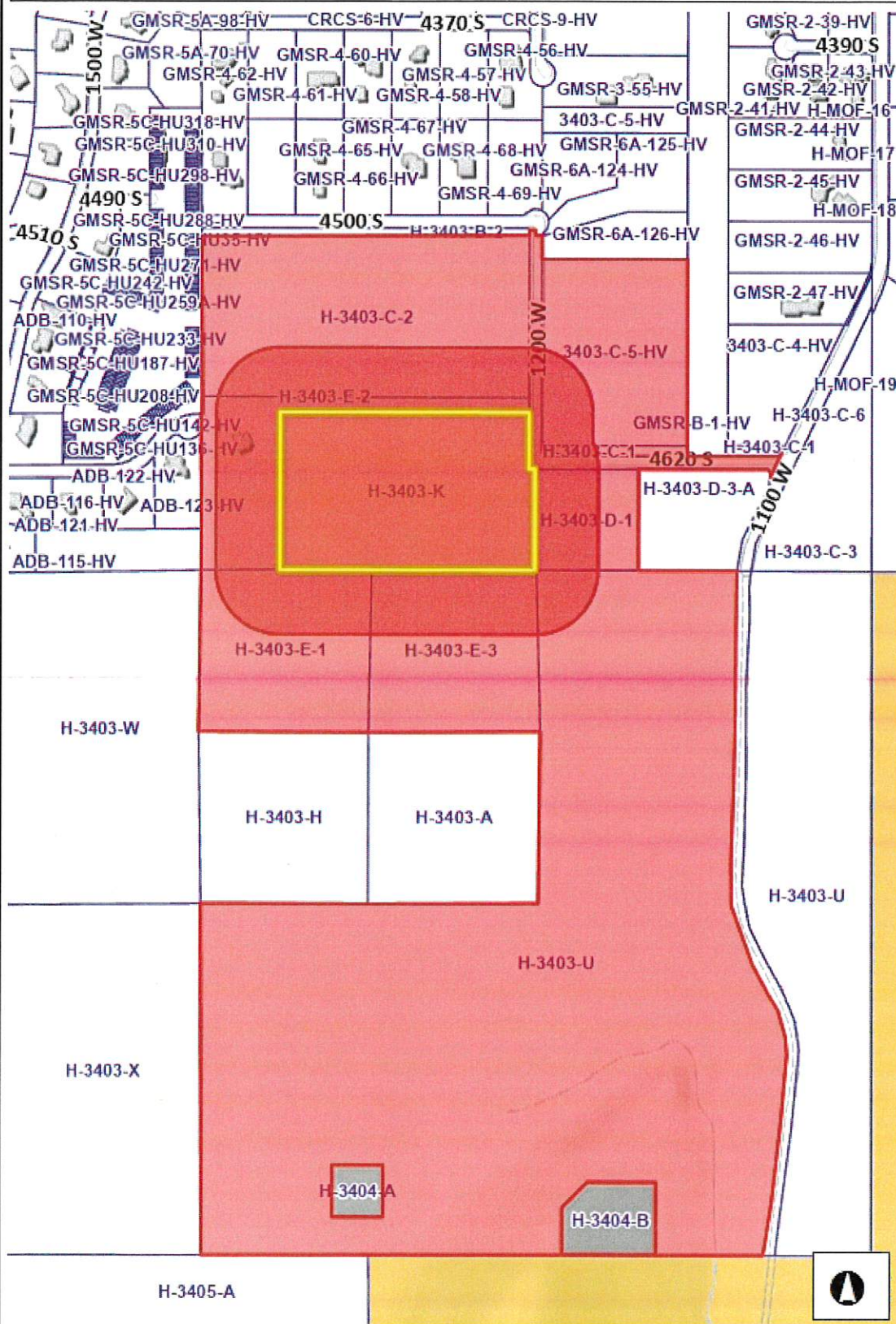
Notes



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WGS_1984_Web_Mercator_Auxiliary_Sphere



Legend

-  Parcels

Ownership

 -  U.S. Forest Service
 -  U.S. Forest Service Wilderness
 -  Bureau of Land Management
 -  Bureau of Land Management Wildlife
 -  National Park Service
 -  Shivwits Reservation
 -  Utah Division of Wildlife Resources
 -  Utah Division of Transportation
 -  State Park
 -  State of Utah
 -  Washington County
 -  Municipally Owned
 -  School District
 -  Privately Owned
 -  Water
 -  Water Conservancy District
 -  State Assessed Oil and Gas
 -  Mining Claim

Notes

1,504.7	0	752.33	1,504.7Feet
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WGS_1984_Web_Mercator_Auxiliary_Sphere

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STAFF COMMENTS

Agenda Date:	05/12/2022
Application Number:	2022-ZC-19
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Joshua Coen
Agent:	Clark Spilker and Poppe Engineering
Request:	A Zone Change from RA-1 to RA-0.5
Location:	1200 W 4600 S
Zoning:	RA-1
General Plan Map:	Rural Residential

Discussion:

This property is located at the end of the currently unimproved 4620 S south of the Sky Ranch development. The applicant is proposing a zone change from RA-1 to RA-0.5. The applicant applied for a zone change to R1-15 earlier this year but it was denied with the motion listed below. The applicant will need to file a preliminary plat at some later point in the development process.

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

-From the City Council Minutes dated March 3, 2022 regarding this property being rezoned to R1-15.

	Zoning	Adjacent Land Use
North	RA-1, Unincorporated	Undeveloped property, Sky Ranch development
East	RA-1	Undeveloped property
South	RA-1, R1-10 PDO	Future Solaroca development
West	RA-1, Unincorporated	Sky Ranch development

[A link to the zoning map can be found here.](#)

Staff Comments

1. RA-0.5 zoning will allow for about 22 units max. From discussions with the applicant it is not believed by staff or the applicant that 22 units could fit on the property due to the shape of the lot.
2. Parcel H-3403-E-2 is a flag lot and the house is to the west of the property. Some negotiations with the property owner may be required for access
3. At the previous public hearing some concern was brought up about development so close to the Sky Ranch airport. This airport is not within city limits and, unlike the Hurricane City airport, is not protected by a runway protection zone in city code. Staff is concerned preventing development in the area to protect an airport outside of city limits without a broader policy may constitute an illicit taking and could open the city up to legal action from property owners. The City is currently working with the County and Sky Ranch HOA to help resolve some of the concerns.

Zone Change Factors:

When considering a zone change the Planning Commission must consider the following:
As per Hurricane City Code 10-7-7:

Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

1. *Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
2. *Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
3. *The extent to which the proposed amendment may adversely affect adjacent property; and*
4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan maps this area as Rural Residential which it defines as:

Rural Residential serves as a transition from agricultural to traditional neighborhoods or commercial uses. Appropriate densities for this land use include from one unit/40 acres to RA-.5 and RA-1.

This area was envisioned as a transition zone between denser neighborhoods to the north and the BLM land to the south. The maximum density in this zoning is 1.6 units per acre. Solaroca, the development to the south, has a density of 2.5 units per acre.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: Most of the area is currently undeveloped, except for Sky Ranch to the north. The densities proposed by this zone change match some of the densities within the Sky Ranch development. Almost the entirety of the surrounding property has received zone changes to similar or more dense zoning and is planned to be similar developments.

3. Will the proposed amendment affect the adjacent property?

Response: Yes. Although at a lesser scale than the surrounding already approved development

4. Are public facilities and services adequate to serve the subject property?

Response: Public facilities and services are currently inadequate for the project. The JUC had no issues with the zone change as long as the applicant was willing to wait for utilities to reach the property. Ash Creek Sewer District, Hurricane City Water, and Hurricane City Power have plans to reach utilities to the area in question within the next few years. The change from R1-15 to RA-0.5 does limit the needs for utilities somewhat, but does not resolve the overall concern. The City Council has been hesitant and has denied a couple of zone change request over the past few months in areas where utilities are not available.

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)

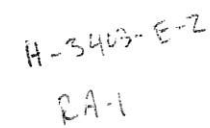
Findings:

Staff makes the following findings:

1. The proposed zone change does meet General Plan standards
2. The proposed zone change is generally harmonious with the approved surrounding development
3. The proposed amendment will have an impact on the area, but development is anticipated for the area.

4. The services are not currently adequate but are planned to be as other developments in the area are built out.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and consider residents' comments. The change in request from the applicant does resolve two of the issues cited within the City motion to deny the previous requested zone change, namely compliance with the general plan and being more harmonious with the surrounding property. However, the area is still very limited in utilities and other needed infrastructure.



N 0° 07' 51" E 610 34°

N 89°51'16" W 999.33'

H-3403-K
CURRENT ZONE RA-1

H-3403-E-3
CURRENT ZONE RA-1

H-3403-C-2
CURRENT ZONE RA-1

H-3403-E-2
CURRENT ZONE RA-1

1200 WEST STREET
EXISTING PUBLIC ROAD

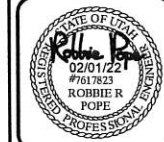
SKY RANCH PHASE 6B

3403-C-5-HV
CURRENT ZONE RA-1

4620 SOUTH STREET
EXISTING PUBLIC ROAD

H-3403-D-1
CURRENT ZONE RA-1

H-3403-U
CURRENT ZONE R1-10

[illegible]

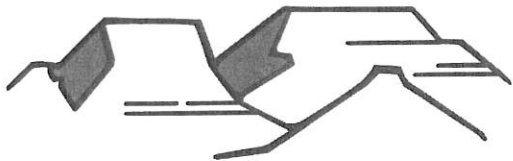
COEN HURRICANE PROPERTY RESIDENTIAL DEVELOPMENT ZONING PLAN

ZONING PLAN

LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SLB&M

DESIGN BY	RRP
DATE	JAN 2022
FILE NAME	COEN PROP

24" x 36"
SCALE 1" = 60
12" x 18"
SCALE 1" = 420
SHEET NUMBER
1 OF 1



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee
File No. 2022-ZC-22
Receipt No. 8-157951

Name: WPP Hurricane Land, LLC Telephone: _____

Address: Not yet addressed Fax No. _____

Email: austin.overman@swatchcommercial.com Agent Email: _____

Agent (If Applicable): Austin Overman Telephone: 801-688-5400

Address/Location of Subject Property: _____

Tax ID of Subject Property: H-3-Z-4-214 Existing Zone District: _____

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) _____

No zone change from R-1-10 PDO. Removal of golf course from MDA, more PUBLIC open space to be granted.

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents.
- ☐ b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ☐ c. All abutting properties showing present zoning classifications.
- ☐ d. An accurate legal description of the property to be rezoned.
- ☐ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☐ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

.....
(Office Use Only)

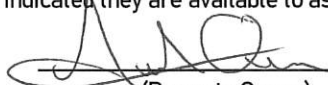
Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____

AFFIDAVIT
PROPERTY OWNER

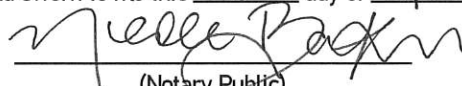
STATE OF UTAH)
COUNTY OF Washington :SS

I (we), Austin Overman, being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (we) also acknowledge that I have received written instructions regarding the process for which I am applying and the Hurricane City Planning staff have indicated they are available to assist me in making this application.


(Property Owner)

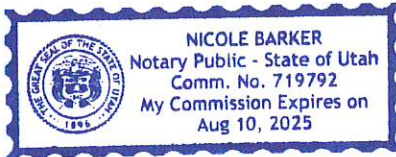
(Property Owner)

Subscribed and sworn to me this 28 day of April 2022.


(Notary Public)

Residing in: Hurricane, UT

My Commission Expires: Aug 10, 2025



Agent Authorization

I (we), _____, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) _____ to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the City considering this application and to act in all respects as our agent in matters pertaining to the attached application.

(Property Owner)

(Property Owner)

Subscribed and sworn to me this _____ day of _____ 20____.

(Notary Public)

Residing in: _____

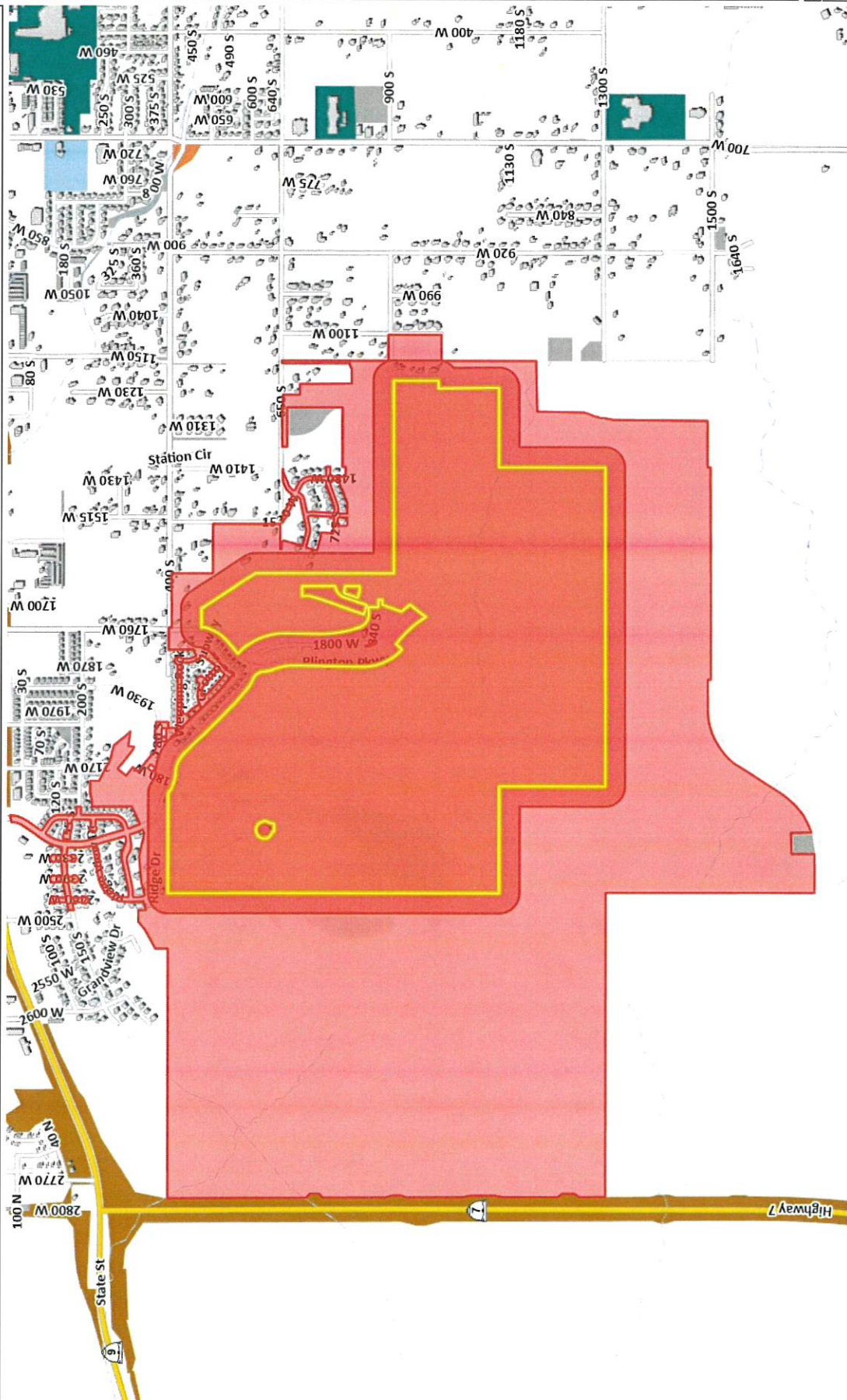
My Commission Expires: _____

Mailing List



- Legend**
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - National Park Service
 - Shoshone Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes



DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

3,009.3 1,504.66 3,009.3 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

BRIMMER ELIZABETH
H-PHRL-1-45
PO BOX 4838
JACKSON, WY 83001-4838

JS PHELPS HOLDINGS LLC
H-HVUE-A-16B
349 E 740 S
IVINS, UT 84738

STRAIGHT UP BUILDERS INC
H-HVUE-A-15B
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-30
42 S 850 W # 201
HURRICANE, UT 84737

SMITH DAVID D, ET AL
H-PHRL-1-41
PO BOX 120040
ANTIMONY, UT 84712-0040

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

NESTOR PAUL A & NANCY L TRS
H-ZIVI-79
456 S THE NARROWS
HURRICANE, UT 84737

MANDUCA BRYAN A
H-ZIVI-66
1867 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1302
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-24
42 S 850 W # 201
HURRICANE, UT 84737

CHAPMAN CHARLES E & SUSAN F
H-PHRL-1-OPEN-A-1
2283 W VALLEY VIEW DR
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-9A
126 N 400 W
HURRICANE, UT 84737

SHEPHERD RODNEY W & CAROLYN T
H-ZIVI-78
464 SOUTH THE NARROWS ST
HURRICANE, UT 84737

DELSIGNE RICHARD A & PAULA
H-ZIVI-67
1881 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1303
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

MB-VIEWS LLC
H-3-1-33-339
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

HINOJOSA DON JOHN, ET AL
H-ZIVI-3
14405 W MAGNOLIA BLVD
LOS ANGELES, CA 91423

INTERSTATE HOMES LLC
H-RZV-1A-9
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-44021
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

DYER DEE R & LYNN A TRS
H-SCPE-1-8
1617 ARNIES LN
GREENVILLE, WI 54942

WPP HURRICANE LAND LLC
H-3-2-4-146
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SCOW BOB J & CINDY H
H-3-2-4-4104
1705 W 400 S
HURRICANE, UT 84737-2454

GORMAN ROWDY GARY & JOYCE S
H-3-2-4-211
960 S 1100 W
HURRICANE, UT 84737

BACA ROGER & CAROL
H-ZIVI-4
2034 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-34
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-4
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-29
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-5B
126 N 400 W
HURRICANE, UT 84737

MUNOZ STEVEN GAMEZ & GLORIA
H-ZIVI-60
487 S THE NARROWS
HURRICANE, UT 84737

MANUELE MARC
H-SCPE-1-2-A
45 N 500 E
SAINT GEORGE, UT 84770-2925

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

MB-VIEWS LLC
H-3-1-33-4402
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

STANFIELD SUSAN J TR
H-ZIVI-32
453 S THE NARROWS ST
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-13
42 S 850 W # 201
HURRICANE, UT 84737

LEVY MICHAEL L TR, ET AL
H-ZIVI-58
507 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

MAGNER WILLIAM J & CAROL J
H-ZIVI-69
542 S THE NARROWS ST
HURRICANE, UT 84737

KENNETH W HEATON FAMILY LTD PTSHP IV
H-3-2-4-21011
1230 W 340 N
HURRICANE, UT 84737

RR PENG A LLC
H-3-2-4-1313
3507 KIRK CIR
SALT LAKE CITY, UT 84106

CALL FRANK RICHARD TR, ET AL
H-3-2-9-113
101 CASCADING WATER PL
LAKEWAY, TX 78734-2057

INTERSTATE HOMES LLC
H-RZV-1A-25
42 S 850 W # 201
HURRICANE, UT 84737

D'AMOUR DENNIS A & CYNTHIA L
H-ZIVI-23
1806 W EAST RIM COURT
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-10
42 S 850 W # 201
HURRICANE, UT 84737

BERANEK THOMAS R & MARY
H-SCPE-1-3-A-1
1648 W 650 S
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-6B
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-6
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-7A
126 N 400 W
HURRICANE, UT 84737

STARR BRADLEY A, ET AL
H-ZIVI-61
1722 E 70 S
HEBER CITY, UT 84032-1245

RBH IDAHO LLC
H-PHRL-1-42
PO BOX 50277
IDAHO FALLS, ID 83405

INTERSTATE HOMES LLC
H-3-2-4-1312
42 S 850 W # 201
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-14
42 S 850 W # 201
HURRICANE, UT 84737

LEVY PROPERTY LLC
H-ZIVI-71
507 S THE NARROWS
HURRICANE, UT 84737

BLAU DELRAY R & MONA RAE TRS
H-3-2-4-223
114 HICKORY ST
HENDERSON, NV 89015-5217

SOROKOWSKI EDWARD MICHAEL & JOANN TR
H-ZIVI-63
1835 W GRAPEVINE ST
HURRICANE, UT 84737

HURRICANE CITY
H-3-2-5-1104
147 N 870 W
HURRICANE, UT 84737-1671

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

JONES KEVIN R & KRISTY V
H-3-2-4-134
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-3-2-4-1311
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-8A
126 N 400 W
HURRICANE, UT 84737

JS PHELPS HOLDINGS LLC
H-HVUE-A-17A
349 E 740 S
IVINS, UT 84738

PEACOX ENTERPRISES LLC
H-PHRL-1-47
2332 W RIDGEVIEW DR
HURRICANE, UT 84737

STRATTON DONALD N & TERRI TRS
H-3-2-4-21211
970 S 1100 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-26
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-31
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-214
1820 W PRINTERS ROW STE 100
SALT LAKE CITY, UT 84119

INTERSTATE HOMES LLC
H-RZV-1A-2
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-32
42 S 850 W # 201
HURRICANE, UT 84737

HOUSKEEPER CRAIG L & DAWNA C
H-ZIVI-74
498 S THE NARROWS
HURRICANE, UT 84737

RAC INC
H-3-2-4-124
1267 N 1390 W
SAINT GEORGE, UT 84770

BOROWIAK MARK S, ET AL
H-ZIVI-59
495 S THE NARROWS
HURRICANE, UT 84737

FRASSA CHERYL ANN
H-ZIVI-55
535 S THE NARROWS
HURRICANE, UT 84737-1302

INTERSTATE HOMES LLC
H-RZV-1A-5
42 S 850 W # 201
HURRICANE, UT 84737

FRAMPTON HEIDI, ET AL
H-ZIVI-75
486 S THE NARROWS
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-11
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-147
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

MILLER KIM & THERESA
H-SCPE-1-9
1657 W 650 S
HURRICANE, UT 84737

KIRKTON CHARLES C & CHRISTINE SUSAN
H-ZIVI-5
2024 W WEEPING ROCK
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-13011
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

STRAIGHT UP BUILDERS INC
H-HVUE-A-12A
1070 N STATE ST
LA VERKIN, UT 84745

LYNN JEFFREY M & KATHERINE A TRS
H-ZIVI-57
519 S THE NARROWS
HURRICANE, UT 84737

SPILSBURY HOLDINGS LLC
H-3-1-32-23011
110 S BLUFF
SAINT GEORGE, UT 84770

LODER ANTHONY J & MARIE-LISE TRS
H-ZIVI-77
11953 CHARNOCK RD
LOS ANGELES, CA 90066

SCHOONMAKER RONALD, ET AL
H-ZIVI-56
527 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-8
42 S 850 W # 201
HURRICANE, UT 84737

STIMMEL JAMES RUSSELL, ET AL
H-ZIVI-45
468 S SUBWAY
HURRICANE, UT 84737

STRATTON DEV LLC
H-3-2-4-127
42 S 850 W STE 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-4A
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-12
42 S 850 W # 201
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-9-330
730 N 700 W
SAINT GEORGE, UT 84770-2620

INTERSTATE HOMES LLC
H-RZV-1A-35
42 S 850 W # 201
HURRICANE, UT 84737

ITS ABOUT TIME LLC
H-3-2-4-221
42 S 850 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-27
42 S 850 W # 201
HURRICANE, UT 84737

HUMPHREY MATTHEW JOHN & KERRY ANN TRS
H-PHRL-1-43
244 S PANORAMA
HURRICANE, UT 84737-2820

STRAIGHT UP BUILDERS INC
H-HVUE-A-13A
1070 N STATE ST
LA VERKIN, UT 84745

MOSSINGER LARRY F, ET AL
H-ZIVI-1
436 S THE NARROWS
HURRICANE, UT 84737

RK HINTON LP
H-PHRL-1-46
2375 W RIDGE DR
HURRICANE, UT 84737

TOQUERVILLE ENTERPRISES L C
H-3-1-32-220
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-8-1201
730 N 700 W
SAINT GEORGE, UT 84770-2620

WPP HURRICANE LAND LLC
H-3-2-4-139
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SPILSBURY HOLDINGS LLC
H-3-2-5-4101
110 S BLUFF
SAINT GEORGE, UT 84770

MCLAUCHLIN DONNA BLAKE & ARCHIE
H-ZIVI-68
1893 W GRAPEVINE
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-23
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-10B
126 N 400 W
HURRICANE, UT 84737

SCHWEIZER MICHAEL & CHRISTINE
H-ZIVI-33
1962 W GROTTA
HURRICANE, UT 84737

OWEN BROOK N
H-PHRL-1-OPEN-B-1
1364 SNOW HILL LN
SAINT GEORGE, UT 84770-5123

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

BURTON CASSI & TYLER C
H-ZIVI-64
1849 W GRAPEVINE
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-136
648 S 1530 W
HURRICANE, UT 84737

STRATTON LAUREL H, ET AL
H-3-2-3-345
657 W 1500 S
HURRICANE, UT 84737

HURRICANE VIEWS LLC, ET AL
H-HVUE-A-COMMON
1192 E DRAPER PKWY # 477
DRAPER, UT 84020

ARCHER ERIC E & ANDREA L
H-ZIVI-43
1848 W GRAPVINE ST
HURRICANE, UT 84737-1303

INTERSTATE HOMES LLC
H-RZV-1A-1
42 S 850 W # 201
HURRICANE, UT 84737

LODER ANTHONY J TR, ET AL
H-ZIVI-44
11953 CHARNOCK RD
LOS ANGELES, CA 90066

STIRLAND DAVID B & BEATRICE L
H-3-2-4-1443
562 S 1530 W
HURRICANE, UT 84737

GORNY ANDREW M & VALORIE G TRS
H-ZIVI-22
1814 W EAST RIM CT
HURRICANE, UT 84737

MILLER MARK T
H-PHRL-1-48
745 N RADFORD LN
OGDEN, UT 84310

INTERSTATE HOMES LLC
H-RZV-1A-28
42 S 850 W # 201
HURRICANE, UT 84737

BAILEY KATHLEEN F TR
H-ZIVI-2
2023 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-3
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-33
42 S 850 W # 201
HURRICANE, UT 84737

SUITERETREATSUTAH LLC
H-PHRL-1-49
1583 E GRANITE BROOK CT
DRAPER, UT 84020

INTERSTATE HOMES LLC
H-RZV-1A-36
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

GILLES DARLENE
H-ZIVI-73
510 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-11B
1070 N STATE ST
LA VERKIN, UT 84745

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

WARNKE CHERYL ELIZABETH TR
H-ZIVI-62
1821 W GRAPEVINE ST
HURRICANE, UT 84737

TINGEY SHERIE
H-ZIVI-54
504 S GROTTTO
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-7
42 S 850 W # 201
HURRICANE, UT 84737

GARDNER JOHN & CHRISTINE LYNN
H-ZIVI-6
2018 W WEEPING ROCK
HURRICANE, UT 84737

STIRLAND PAULINE S TR
H-ZIVI-70
538 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-14A
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-22
42 S 850 W # 201
HURRICANE, UT 84737

LIZZARAGO DAVID & SUSAN
H-ZIVI-76
478 S THE NARROWS
HURRICANE, UT 84737

COOK DARYL R & JANET M
H-ZIVI-65
1857 W GRAPEVINE ST
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

GIBSON JAMES E, ET AL
H-3-2-4-4103
404 S 1760 W
HURRICANE, UT 84737-2453

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

BALDWIN ROY M, ET AL
H-PHRL-1-44
130 CAPRIATI AVE
LAS VEGAS, NV 89183

SMITH JANIS S TR
H-ZIVI-72
518 S THE NARROWS
HURRICANE, UT 84737

LOWE LAND BL LLC
H-3-2-5-3101
1038 E 760 N
OREM, UT 84097

BLAZZARD JAMES, ET AL
H-3-2-9-410
233 KIRK AVE
HENDERSON, NV 89015

CONSTRUCTION ADMINISTRATIVE SERVICES LI
H-ZIVI-80
3672 W RIVER VIEW DR
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-37
42 S 850 W # 201
HURRICANE, UT 84737

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

TSCHOGL DONALD, ET AL
H-SCPE-1-1-A-1
1414 W 400 S
HURRICANE, UT 84737

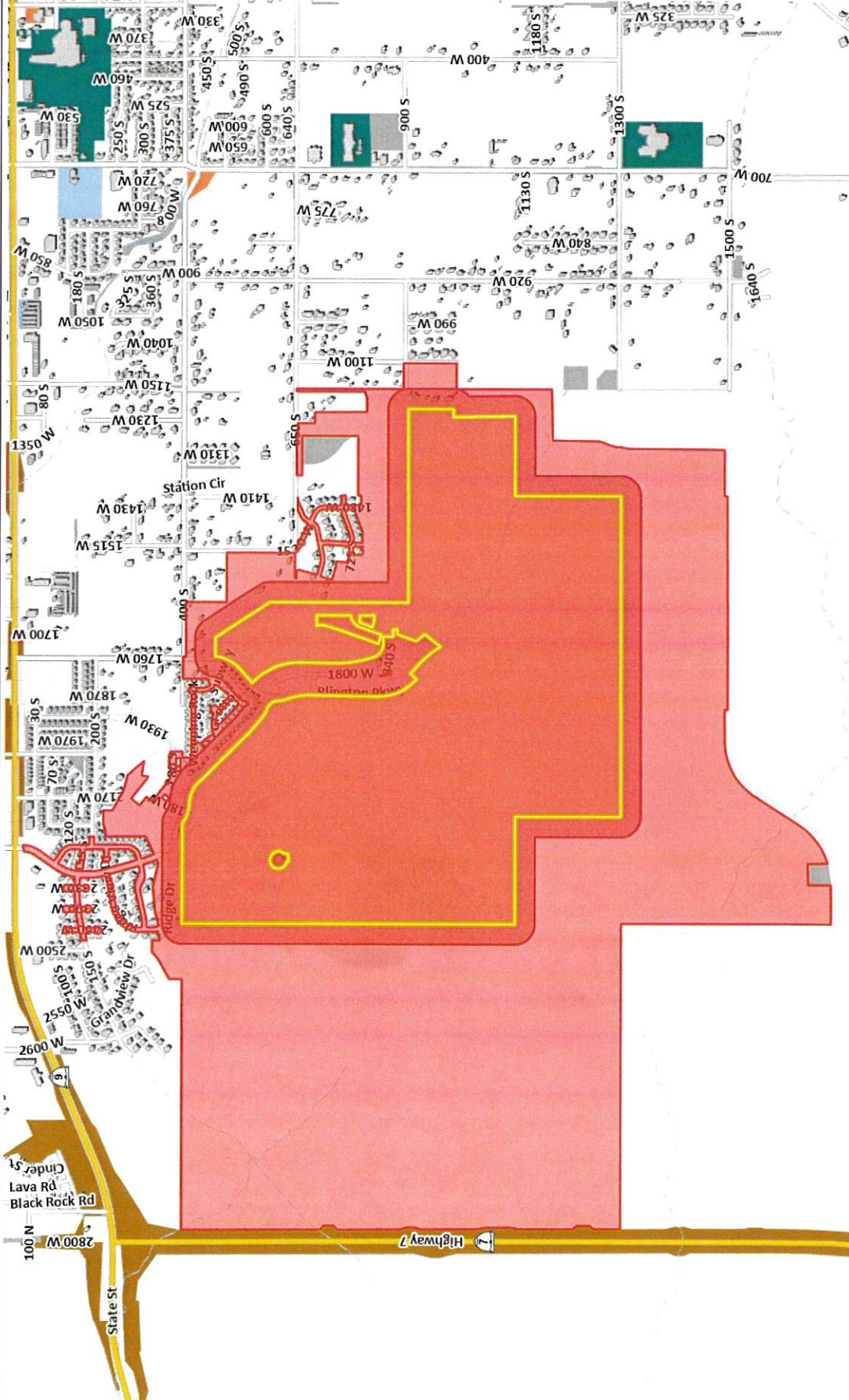
RR PENGH LLC
H-3-2-4-133
3507 KIRK CIR
SALT LAKE CITY, UT 84106

Mailing List



- Legend**
- Ownership
 - U.S. Forest Service
 - U.S. Forest Service Wilderness
 - Bureau of Land Management
 - National Park Service
 - Shovel Reservation
 - Utah Division of Wildlife Resources
 - Utah Division of Transportation
 - State Park
 - State of Utah
 - Washington County
 - Municipally Owned
 - School District
 - Privately Owned
 - Water
 - Water Conservancy District
 - State Assessed Oil and Gas
 - Mining Claim

Notes



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3,009.3
WCS_1984_Web_Mercator_Auxiliary_Sphere

BRIMMER ELIZABETH
H-PHRL-1-45
PO BOX 4838
JACKSON, WY 83001-4838

JS PHELPS HOLDINGS LLC
H-HVUE-A-16B
349 E 740 S
IVINS, UT 84738

STRAIGHT UP BUILDERS INC
H-HVUE-A-15B
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-30
42 S 850 W # 201
HURRICANE, UT 84737

SMITH DAVID D, ET AL
H-PHRL-1-41
PO BOX 120040
ANTIMONY, UT 84712-0040

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

NESTOR PAUL A & NANCY L TRS
H-ZIVI-79
456 S THE NARROWS
HURRICANE, UT 84737

MANDUCA BRYAN A
H-ZIVI-66
1867 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1302
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-24
42 S 850 W # 201
HURRICANE, UT 84737

CHAPMAN CHARLES E & SUSAN F
H-PHRL-1-OPEN-A-1
2283 W VALLEY VIEW DR
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-9A
126 N 400 W
HURRICANE, UT 84737

SHEPHERD RODNEY W & CAROLYN T
H-ZIVI-78
464 SOUTH THE NARROWS ST
HURRICANE, UT 84737

DELSIGNE RICHARD A & PAULA
H-ZIVI-67
1881 W GRAPEVINE
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-1303
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

MB-VIEWS LLC
H-3-1-33-339
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

HINOJOSA DON JOHN, ET AL
H-ZIVI-3
14405 W MAGNOLIA BLVD
LOS ANGELES, CA 91423

INTERSTATE HOMES LLC
H-RZV-1A-9
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-44021
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

DYER DEE R & LYNN A TRS
H-SCPE-1-8
1617 ARNIES LN
GREENVILLE, WI 54942

WPP HURRICANE LAND LLC
H-3-2-4-146
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SCOW BOB J & CINDY H
H-3-2-4-4104
1705 W 400 S
HURRICANE, UT 84737-2454

GORMAN ROWDY GARY & JOYCE S
H-3-2-4-211
960 S 1100 W
HURRICANE, UT 84737

BACA ROGER & CAROL
H-ZIVI-4
2034 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-34
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-4
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-29
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-5B
126 N 400 W
HURRICANE, UT 84737

MUNOZ STEVEN GAMEZ & GLORIA
H-ZIVI-60
487 S THE NARROWS
HURRICANE, UT 84737

MANUELE MARC
H-SCPE-1-2-A
45 N 500 E
SAINT GEORGE, UT 84770-2925

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

MB-VIEWS LLC
H-3-1-33-4402
1245 E BRICKYARD RD STE 100
SALT LAKE CITY, UT 84106-2564

STANFIELD SUSAN J TR
H-ZIVI-32
453 S THE NARROWS ST
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-13
42 S 850 W # 201
HURRICANE, UT 84737

LEVY MICHAEL L TR, ET AL
H-ZIVI-58
507 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

MAGNER WILLIAM J & CAROL J
H-ZIVI-69
542 S THE NARROWS ST
HURRICANE, UT 84737

KENNETH W HEATON FAMILY LTD PTSHP IV
H-3-2-4-21011
1230 W 340 N
HURRICANE, UT 84737

RR PENG A LLC
H-3-2-4-1313
3507 KIRK CIR
SALT LAKE CITY, UT 84106

CALL FRANK RICHARD TR, ET AL
H-3-2-9-113
101 CASCADING WATER PL
LAKEWAY, TX 78734-2057

INTERSTATE HOMES LLC
H-RZV-1A-25
42 S 850 W # 201
HURRICANE, UT 84737

D'AMOUR DENNIS A & CYNTHIA L
H-ZIVI-23
1806 W EAST RIM COURT
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-10
42 S 850 W # 201
HURRICANE, UT 84737

BERANEK THOMAS R & MARY
H-SCPE-1-3-A-1
1648 W 650 S
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-6B
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-6
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-7A
126 N 400 W
HURRICANE, UT 84737

STARR BRADLEY A, ET AL
H-ZIVI-61
1722 E 70 S
HEBER CITY, UT 84032-1245

RBH IDAHO LLC
H-PHRL-1-42
PO BOX 50277
IDAHO FALLS, ID 83405

INTERSTATE HOMES LLC
H-3-2-4-1312
42 S 850 W # 201
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-14
42 S 850 W # 201
HURRICANE, UT 84737

LEVY PROPERTY LLC
H-ZIVI-71
507 S THE NARROWS
HURRICANE, UT 84737

BLAU DELRAY R & MONA RAE TRS
H-3-2-4-223
114 HICKORY ST
HENDERSON, NV 89015-5217

SOROKOWSKI EDWARD MICHAEL & JOANN TRS
H-ZIVI-63
1835 W GRAPEVINE ST
HURRICANE, UT 84737

HURRICANE CITY
H-3-2-5-1104
147 N 870 W
HURRICANE, UT 84737-1671

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

JONES KEVIN R & KRISTY V
H-3-2-4-134
648 S 1530 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-3-2-4-1311
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-8A
126 N 400 W
HURRICANE, UT 84737

JS PHELPS HOLDINGS LLC
H-HVUE-A-17A
349 E 740 S
IVINS, UT 84738

PEACOX ENTERPRISES LLC
H-PHRL-1-47
2332 W RIDGEVIEW DR
HURRICANE, UT 84737

STRATTON DONALD N & TERRI TRS
H-3-2-4-21211
970 S 1100 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-26
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-31
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-214
1820 W PRINTERS ROW STE 100
SALT LAKE CITY, UT 84119

INTERSTATE HOMES LLC
H-RZV-1A-2
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-32
42 S 850 W # 201
HURRICANE, UT 84737

HOUSKEEPER CRAIG L & DAWNA C
H-ZIVI-74
498 S THE NARROWS
HURRICANE, UT 84737

RAC INC
H-3-2-4-124
1267 N 1390 W
SAINT GEORGE, UT 84770

BOROWIAK MARK S, ET AL
H-ZIVI-59
495 S THE NARROWS
HURRICANE, UT 84737

FRASSA CHERYL ANN
H-ZIVI-55
535 S THE NARROWS
HURRICANE, UT 84737-1302

INTERSTATE HOMES LLC
H-RZV-1A-5
42 S 850 W # 201
HURRICANE, UT 84737

FRAMPTON HEIDI, ET AL
H-ZIVI-75
486 S THE NARROWS
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-11
42 S 850 W # 201
HURRICANE, UT 84737

WPP HURRICANE LAND LLC
H-3-2-4-147
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

MILLER KIM & THERESA
H-SCPE-1-9
1657 W 650 S
HURRICANE, UT 84737

KIRKTON CHARLES C & CHRISTINE SUSAN
H-ZIVI-5
2024 W WEEPING ROCK
HURRICANE, UT 84737

SCENIC POINT LAND HOLDINGS LLC
H-3-2-4-13011
595 S RIVERWOODS PARKWAY SUITE 400
LOGAN, UT 84321

STRAIGHT UP BUILDERS INC
H-HVUE-A-12A
1070 N STATE ST
LA VERKIN, UT 84745

LYNN JEFFREY M & KATHERINE A TRS
H-ZIVI-57
519 S THE NARROWS
HURRICANE, UT 84737

SPILSBURY HOLDINGS LLC
H-3-1-32-23011
110 S BLUFF
SAINT GEORGE, UT 84770

LODER ANTHONY J & MARIE-LISE TRS
H-ZIVI-77
11953 CHARNOCK RD
LOS ANGELES, CA 90066

SCHOONMAKER RONALD, ET AL
H-ZIVI-56
527 S THE NARROWS
HURRICANE, UT 84737

STRATTON NEIL J & LAUREL H TRS
H-3-2-4-2131
657 W 1500 S
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-8
42 S 850 W # 201
HURRICANE, UT 84737

STIMMEL JAMES RUSSELL, ET AL
H-ZIVI-45
468 S SUBWAY
HURRICANE, UT 84737

STRATTON DEV LLC
H-3-2-4-127
42 S 850 W STE 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-4A
126 N 400 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-12
42 S 850 W # 201
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-9-330
730 N 700 W
SAINT GEORGE, UT 84770-2620

INTERSTATE HOMES LLC
H-RZV-1A-35
42 S 850 W # 201
HURRICANE, UT 84737

ITS ABOUT TIME LLC
H-3-2-4-221
42 S 850 W
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-27
42 S 850 W # 201
HURRICANE, UT 84737

HUMPHREY MATTHEW JOHN & KERRY ANN TRS
H-PHRL-1-43
244 S PANORAMA
HURRICANE, UT 84737-2820

STRAIGHT UP BUILDERS INC
H-HVUE-A-13A
1070 N STATE ST
LA VERKIN, UT 84745

MOSSINGER LARRY F, ET AL
H-ZIVI-1
436 S THE NARROWS
HURRICANE, UT 84737

RK HINTON LP
H-PHRL-1-46
2375 W RIDGE DR
HURRICANE, UT 84737

TOQUERVILLE ENTERPRISES L C
H-3-1-32-220
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BURTON LEIF
H-3-2-4-1431-A-1
644 S 1530 W
HURRICANE, UT 84737

J R S INVESTMENTS L C
H-3-2-8-1201
730 N 700 W
SAINT GEORGE, UT 84770-2620

WPP HURRICANE LAND LLC
H-3-2-4-139
595 S RIVERWOODS PKWY STE 400
LOGAN, UT 84321

SPILSBURY HOLDINGS LLC
H-3-2-5-4101
110 S BLUFF
SAINT GEORGE, UT 84770

MCLAUCHLIN DONNA BLAKE & ARCHIE
H-ZIVI-68
1893 W GRAPEVINE
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-23
42 S 850 W # 201
HURRICANE, UT 84737

TONY JONES CONCRETE LLC
H-HVUE-A-10B
126 N 400 W
HURRICANE, UT 84737

SCHWEIZER MICHAEL & CHRISTINE
H-ZIVI-33
1962 W GROTTA
HURRICANE, UT 84737

OWEN BROOK N
H-PHRL-1-OPEN-B-1
1364 SNOW HILL LN
SAINT GEORGE, UT 84770-5123

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

BURTON CASSI & TYLER C
H-ZIVI-64
1849 W GRAPEVINE
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-136
648 S 1530 W
HURRICANE, UT 84737

STRATTON LAUREL H, ET AL
H-3-2-3-345
657 W 1500 S
HURRICANE, UT 84737

HURRICANE VIEWS LLC, ET AL
H-HVUE-A-COMMON
1192 E DRAPER PKWY # 477
DRAPER, UT 84020

ARCHER ERIC E & ANDREA L
H-ZIVI-43
1848 W GRAPVINE ST
HURRICANE, UT 84737-1303

INTERSTATE HOMES LLC
H-RZV-1A-1
42 S 850 W # 201
HURRICANE, UT 84737

LODER ANTHONY J TR, ET AL
H-ZIVI-44
11953 CHARNOCK RD
LOS ANGELES, CA 90066

STIRLAND DAVID B & BEATRICE L
H-3-2-4-1443
562 S 1530 W
HURRICANE, UT 84737

GORNY ANDREW M & VALORIE G TRS
H-ZIVI-22
1814 W EAST RIM CT
HURRICANE, UT 84737

MILLER MARK T
H-PHRL-1-48
745 N RADFORD LN
OGDEN, UT 84310

INTERSTATE HOMES LLC
H-RZV-1A-28
42 S 850 W # 201
HURRICANE, UT 84737

BAILEY KATHLEEN F TR
H-ZIVI-2
2023 W WEEPING ROCK
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-3
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-33
42 S 850 W # 201
HURRICANE, UT 84737

SUITERETREATSUTAH LLC
H-PHRL-1-49
1583 E GRANITE BROOK CT
DRAPER, UT 84020

INTERSTATE HOMES LLC
H-RZV-1A-36
42 S 850 W # 201
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

GILLES DARLENE
H-ZIVI-73
510 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-11B
1070 N STATE ST
LA VERKIN, UT 84745

SCOW TESS D TR
H-3-2-4-4101
1661 W 400 S
HURRICANE, UT 84737

WARNKE CHERYL ELIZABETH TR
H-ZIVI-62
1821 W GRAPEVINE ST
HURRICANE, UT 84737

TINGEY SHERIE
H-ZIVI-54
504 S GROTTTO
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-7
42 S 850 W # 201
HURRICANE, UT 84737

GARDNER JOHN & CHRISTINE LYNN
H-ZIVI-6
2018 W WEEPING ROCK
HURRICANE, UT 84737

STIRLAND PAULINE S TR
H-ZIVI-70
538 S THE NARROWS
HURRICANE, UT 84737

STRAIGHT UP BUILDERS INC
H-HVUE-A-14A
1070 N STATE ST
LA VERKIN, UT 84745

INTERSTATE HOMES LLC
H-RZV-1A-22
42 S 850 W # 201
HURRICANE, UT 84737

LIZZARAGO DAVID & SUSAN
H-ZIVI-76
478 S THE NARROWS
HURRICANE, UT 84737

COOK DARYL R & JANET M
H-ZIVI-65
1857 W GRAPEVINE ST
HURRICANE, UT 84737

JONES KEVIN R & KRISTY V
H-3-2-4-1431-B
648 S 1530 W
HURRICANE, UT 84737

GIBSON JAMES E, ET AL
H-3-2-4-4103
404 S 1760 W
HURRICANE, UT 84737-2453

INTERSTATE HOMES LLC
H-RZV-1A-COMMON
42 S 850 W # 201
HURRICANE, UT 84737

BALDWIN ROY M, ET AL
H-PHRL-1-44
130 CAPRIATI AVE
LAS VEGAS, NV 89183

SMITH JANIS S TR
H-ZIVI-72
518 S THE NARROWS
HURRICANE, UT 84737

LOWE LAND BL LLC
H-3-2-5-3101
1038 E 760 N
OREM, UT 84097

BLAZZARD JAMES, ET AL
H-3-2-9-410
233 KIRK AVE
HENDERSON, NV 89015

CONSTRUCTION ADMINISTRATIVE SERVICES LI
H-ZIVI-80
3672 W RIVER VIEW DR
HURRICANE, UT 84737

INTERSTATE HOMES LLC
H-RZV-1A-37
42 S 850 W # 201
HURRICANE, UT 84737

SCOW BOB J & CINDY H
H-3-2-4-41021
1705 W 400 S
HURRICANE, UT 84737-2454

TSCHOGL DONALD, ET AL
H-SCPE-1-1-A-1
1414 W 400 S
HURRICANE, UT 84737

RR PENGAL LLC
H-3-2-4-133
3507 KIRK CIR
SALT LAKE CITY, UT 84106



STAFF COMMENTS

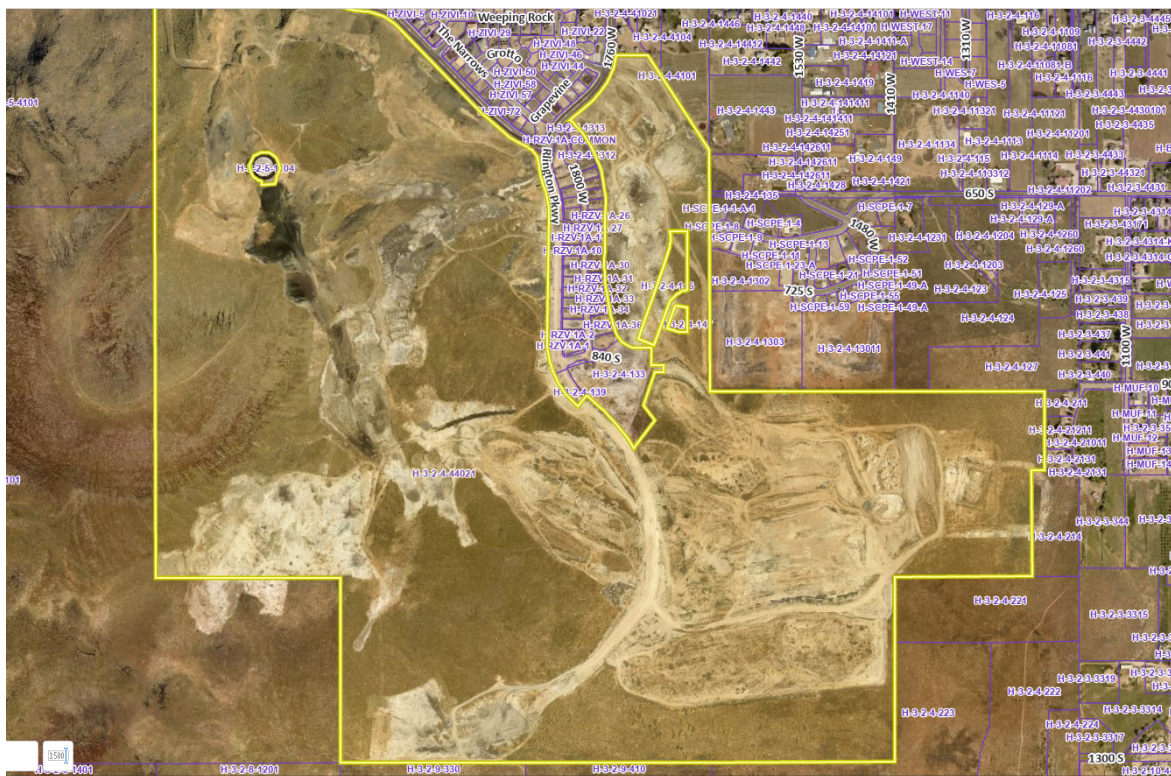
Agenda Date:	05/12/2022
Application Number:	2022-ZC-22 2022-PSP-15
Type of Application:	Zone Change and Preliminary Site Plan Modification and Development Agreement Amendment
Action Type:	Legislative
Applicant:	WPP Hurricane Land LLC
Agent:	Austin Overman
Request:	A modification of the master plan for the Collina Tinta PDO
Location:	Collina Tinta/Black Ridge PDO
Zoning:	R1-10 PDO
General Plan Map:	Planned Community

Discussion:

At the previous Planning Commission meeting it was decided that a major change to the old Collina Tinta PDO was being requested and that a zone change application was required. This will replace the previously approved site plan for the Collina Tinta PDO that was originally approved in 2006 and has gone through a number of other modifications over the past 16 years. The primary change is that the golf course will no longer be built. The number of units and overall density is the same. The applicant has also submitted an amendment to their development agreement.

The new property owner has met with staff several times over the past year and has discussed the future of the project in detail.

	Zoning	Adjacent Land Use
North	R1-10, RM-2 PDO	Single family homes, planned townhomes
East	RA-1, R1-10	Primarily single family homes (Scenic Pointe), and other single family developments planned
South	RA-1, R1-10	Undeveloped Property
West	RA-1	Undeveloped Property



Amendment and Process

The Development Agreement between the City and the Developer does allow for minor changes without having to go through the whole zone change process. However after last week's Planning Commission meeting and having the city's legal team review the development agreement it was decided that the full zone change process was the best course of action. This is because of the elimination of one of the largest land uses within the original site plan, namely the golf course. This allows the public to comment on the proposed changes and a slightly more rigorous analysis by staff and the Planning Commission.

To change the zoning on any parcel of land within the City of Hurricane, the following questions need to be addressed:

10-7-7: ZONING MAP AND TEXT AMENDMENTS:

E. Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection [10-7-5A](#) of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

The General Plan has this area as Planned Community with the Sullivan's Knoll area as Natural Open Space. The General Plan defines Planned Community as:

Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.

This area was mapped as Planned Community on the General Plan Map because of this approved development. The City has anticipated this development eventually being built out since it was approved in 2006. The proposed site plan does comply with the General Plan's intention of having Sullivan's Knoll remain as open space.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Part of the original master planned community, Zion Vista and the Ridge at Zion Vista, are either built out or in the process of being built. Residential communities are planned or built to the east and north. The remainder of the surrounding development is undeveloped. The updated plan is actually providing more single family homes than the original plan and other public open space amenities.

3. Will the proposed amendment affect the adjacent property?

Yes the addition of 1767 new units will have an impact on the adjacent properties. However, this development has been anticipated for over 15 years now so adjacent property owners should not be surprised. The change in the development plan will likely have less impact because of the elimination of the golf course.

This development will also cover up the unsightly scarring that was done to the side of Sullivan's Knoll and Black Ridge in the late 2000s to build the golf course which, along with providing public access to Sullivan's Knoll can be considered a benefit to the community

4. Are public facilities and services adequate to serve the subject property?

Yes. The JUC had no major concerns and many of the utilities were already brought to the property during earlier stages of development

Preliminary Site Plan Review

Main Changes

	Collina Tinta			Black Ridge		
	Acres	Units	Use	Acres	Unit	Use
Single Family	197.3	623		311	1137	
Multi Family	85.92	1263		80	749	
Open Space	60.2			100		
Golf Course	202					
Commercial	1			5		
Major Roadways				11		
Total	546.42	1886		507	1886	
Units Per Total Acre	3.45155741			3.45155741		
Units Per Residential Areas	6.659134242			4.823529412		
Resort Units		247	Multi Family Areas		247	Not Shown
R1-10 Base Density			3.5 Unit/Acre			
Estimated Density for Developable Area			1807.47			

20% Density Bonus			2168.964			

1. **Golf Course and Open Space.** The applicant, with staff general recommendation, is wanting to eliminate the golf course in exchange for a park and trail system. Staff made this recommendation to the applicant when they first started looking into purchasing the project. Staff made this recommendation for a couple of reasons. 1) Golf Courses are privately held open space and do not grant access except to those who pay the fee, 2) very water intensive, and 3) there are currently three other active courses within the City, two of which did not exist when the original plan was approved. The PDO was granted in part because of the golf course, but staff would strongly encourage the City to eliminate that requirement in exchange for a more broadly accessible park and trail system. The proposal is unclear what parks will be dedicated to the City and what will remain private. The idea within the development would be to allow for a connected system of open space and amenities connected with trails. Staff would recommend that the trail system, Sullivan's Knoll, and at least one five acre minimum park space be dedicated to the City for public use.
2. **Density and Housing.** As you can see from the table above, there is no increase in density. The new proposal will contain more single family areas, and the residential areas will be overall less dense. The base density for the underlying zone is likely around 1,807 units once you factor in that about 30 acres is undevelopable because of slopes, but the applicant would be able to receive a density bonus based on open space, park and other amenity dedication.
3. **Development Agreement.** The applicant has submitted an updated development agreement proposing to make several changes. The biggest change is to eliminate the golf course requirements. There are other proposed changes that are currently being reviewed by planning staff and the City Attorney.
4. **Layout.** Generally, the layout has been adjusted, but many of the roadways and open space have items in common with the update. Housing and open space locations have been moved, and the applicant has added five acres of commercial space on the south property boundary.
5. **Recreation Resort:** The original Preliminary Site Plan provided for 247 resort units located along Holes 3, 8, and 13 of the proposed golf course. The applicant has indicated they would still want to do those 247 resort units but has not provided information on where these units would be located. Recreation Resort zoning has been approved within PDOs but never without some plan where they would be located. Staff is hesitant about approving resort units with no say on where they are located within a development.

JUC Comments:

Power: Previous quote from former owner available. Talk to power about the express circuit from the substation. Develop 750 mcm to State Street. Extra 6" circuit along Rlington. Applicant needs to meet with Power Department

Water: Need a complete water model. Need to install irrigation lines. Need to loop water lines to 1300 S. Needs to be 12" to match the overall Water Master Plan.

Streets: Check compliance with Transportation Master Plan and connectivity with neighboring subdivisions.

Sewer: No issues with zone change. Sewer line at 280 S and Rlington Parkway. Off-site sewer in multiple directions will be needed along 1100 W and 1300 S.

Engineering: Need to include connectivity to neighboring parcels.

Phone: Fiber along Rlington Parkway.

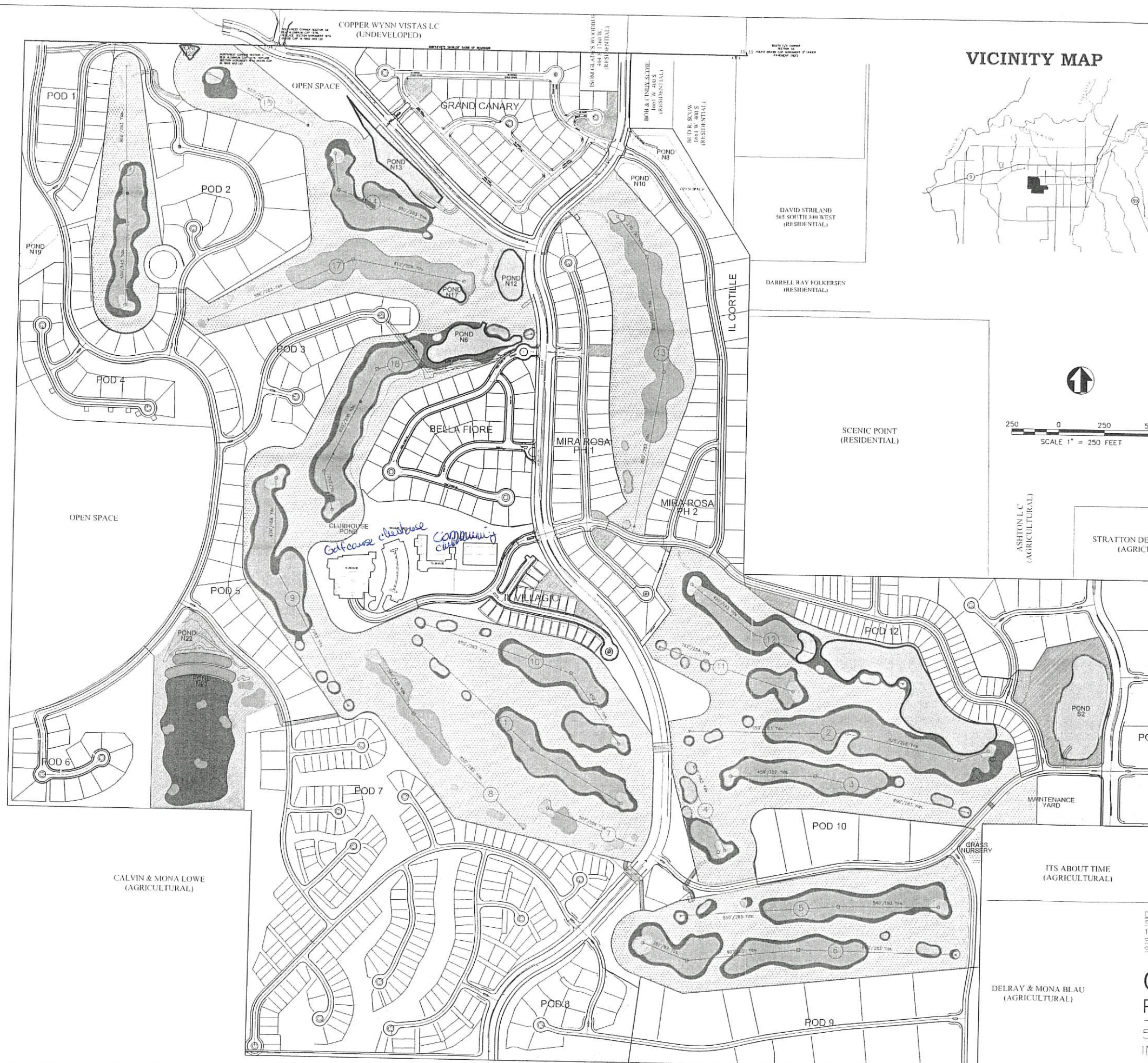
Parks: All park areas need to be built to Hurricane City Parks specifications and approved before construction

Findings:

Staff makes the following findings:

1. The application meets many of the standards within the General Plan and General Plan Map.
2. This zone change is harmonious with most of the surrounding development..
3. The proposed amendment will have an impact on the area, but this impact is anticipated by the General Plan and the impact may be beneficial.
4. Services are adequate to serve the property.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and considers residents' comments. Staff would recommend approval subject to staff and JUC comments.



VICINITY MAP

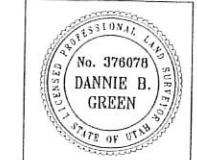


COLLINA TINTA

Collina Tinta Land Use Table				
Total Project Area		24,379,912 S.F. / 560 Acres		
Name	Size (ac.)	# of Units	Type	
Grande Canary	20.35	79	Single Family	
Mira Rosa Phase 1	12.05	37	Single Family	
Mira Rosa Phase 2	11.43	33	Single Family	
Il Cortile	13.82	54	Multi Family	Resort Rental
Bella Fiore	14.49	47	Single Family	Gated Rental
Il Villaggio	4.28	24	Single Family	Resort Rental
Pod 1	9.2	15	Single Family	
Pod 2	24.9	34	Single Family	
Pod 3	11.1	19	Single Family	Gated
Pod 4	10.1	18	Single Family	Gated
Pod 5	9.1	16	Single Family	
Pod 6	11.5	36	Multi Family	Gated
Pod 7	59.0	231	Single Family	Gated/Rental*
Pod 8	8.1	33	Multi Family	
Pod 9	19.6	431	Multi Family	
Pod 10	7.7	169	Multi Family	Resort Rental
Pod 11	25.2	540	Multi Family	
Pod 12	11.3	70	Single Family	
Total	283.2	1886		

*Only portions of pod 7 will be Gated and/or Resort Rental

Collina Tinta Land Use Summary		
	Size (ac.)	# of Units
Total Single Family	197.3	623
Total Multi Family	85.9	1263
Clubhouse	12.4	
Commercial	1.0	
		% of Total Site
Total Open Space	262.4	47%
Golf Course	202.2	36%
Trails	16.5	3%
Parks and Lake	6.0	1%
Other Open Space	37.7	7%



DATE	JAN 2008
SCALE	1"=250'-(24X36)
PROJECT NUMBER	85DM010100
APPROVAL	
ADDENDUM	

COLLINA TINTA
EXHIBIT
COLLINA TINTA
SITE PLAN
HURRICANE, UTAH

PSOMAS

1173 SOUTH 250 WEST, SUITE 308
ST. GEORGE, UTAH, 84770
(435) 628-6912 (435) 674-0236 (FAX)

DESIGNED	JCD
DRAWN	JCD
CHECKED	JCD
SHEET	1
OF	1

DEVELOPER:
SUMMIT-HURRICANE
1173 SOUTH 250 WEST
SUITE 310
ST. GEORGE, UTAH 84770

CIVIL ENGINEERS:
PSOMAS
1173 SOUTH 250 WEST
SUITE 308
ST. GEORGE, UTAH 84770
(435) 628-6912

COLLINA TINTA
PLANNED DEVELOPMENT OVERLAY

559.68 ACRES
IN SEC. 4 & 5, T. 32 S., R. 13 W.,
SALT LAKE BASE AND MERIDIAN.

	Collina Tinta			Black Ridge	
	Acres	Units	Use	Acres	Unit
Single Family	197.3	623		311	1137
Multi Family	85.92	1263		80	749
Open Space	60.2			100	
Golf Course	202				
Commercial	1			5	
Major Roadways				11	
Total	546.42	1886		507	1886
Units Per Total Acre	3.45155741			3.45155741	
Units Per Residentail Area	6.659134242			4.823529412	
Resort Units			247 Multi Family Areas		247
R1-10 Base Density			3.5 Unit/Acre		
Estimated Density for Developable Area			1807.47		
20% Density Bonus			2168.964		

2 [REDACTED]

Use

Not Shown

When Recorded Return To:

Wasatch Commercial Developers, LLC
299 S. Main Street, Suite 2400
Salt Lake City, Utah 84111

Space above for County Recorder's Use

PARCEL I.D. #: See Attached

**FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
FOR PAINTED HILLS COLLINA TINTA**

THIS FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA ("Amendment") is made to be effective as of _____, 2022 (the "Effective Date"), by and among WPP Hurricane Land, LLC, a Utah limited liability company ("Developer"), RR Penga, LLC, a Utah limited liability company ("Penga"), Interstate Homes LLC, a Utah limited liability company ("Interstate"), and the City of Hurricane, a municipal corporation and political subdivision of the State of Utah ("City") (individually a "Party" and collectively the "Parties").

RECITALS

A. Summit-Hurricane Development, Inc, a Nevada corporation ("Summit"), Toquerville Enterprises, a Utah limited liability company ("Toquerville") and City entered into that certain Development Agreement for Painted Hills Collina Tinta dated September 7, 2006, and recorded in the Official Records of Washington County, Utah on October 24, 2006, as Document No. 20060049271 (the "Agreement") for the development of approximately 560 acres of land located in Hurricane, Utah (the "Project") as more particularly described on Exhibit "A" attached hereto.

B. Summit, Toquerville and City entered into the First Amendment to the Agreement, dated January 2, 2008, and recorded in the Official Records of Washington County, Utah on February 6, 2008, as Document No. 20080004968.

C. Summit, Toquerville and City entered into the Second Amendment to the Agreement, dated May 22, 2008, and recorded in the Official Records of Washington County, Utah on May 28, 2008, as Document No.20080021728.

D. Penga became a successor owner and developer on July 19, 2017 of the proposed phases known as Grande Canary, Mira Rosa 1, Mira Rosa II in addition to the parcels to be dedicated as streets known as Rlington Parkway and 1760 West. Penga received a Sheriff's Deed and Bill of Sale dated July 20, 2017, which is recorded in the Official Records of Washington County, Utah on July 21, 2017 as Document No. 20170029809.

E. Summit, Toquerville, City and Penga entered into the Third Amendment to the Agreement, dated June 7, 2018, and recorded in the Official Records of Washington County, Utah on June 25, 2018, as Document No. 20180026189.

D. Interstate became a successor owner and developer upon acquisition from RR Penga of Mira Rosa 1, to be known as the Ridge at Zion Vista ("The Ridge") and Rlington Parkway adjacent to Mira Rosa 1 as recorded in the Official Records of Washington County, Utah on February 10, 2021, as Document No. 20210009584.

E. Developer became a successor owner and developer upon acquisition of multiple properties in the Project on September 17, 2021.

F. Developer, City, Penga and Interstate entered into the Fourth Amendment to the Agreement, dated _____, 2021, and recorded in the Official Records of Washington County, Utah on _____, 2021, as Document No. _____.

G. The Parties desire to again amend the Agreement to update the general development plan of the Development, including the elimination of requirement for a golf course and certain open space requirements.

H. The Parties desire to amend the Agreement by adding the language set forth below.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. This Amendment amends the Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Unless otherwise indicated herein, all

capitalized terms used in the Amendment shall have definitions assigned to them in the Agreement.

2. Recital K. Section K of the Development Agreement shall be amended to replace the reference to “forty percent (40%)” with “twenty percent (20%).”

3. Golf Course. The parties agree that all references in the Development Agreement to “Golf Course” and “Golf Course Company” shall be stricken and of no further force and effect. The Parties acknowledge and agree that there shall be no requirement to build a Golf Course as part of the Project. Any requirement relating to the Golf Course or obligations of the Golf Course Company or Golf Course Owner shall also be stricken and of no further force and effect.

4. Section 2.4.3. The following sentence is hereby added to the end of Section 2.4.3:

Notwithstanding the foregoing, medical or health related facilities to be developed in the Project shall not be required to be in the locations shown for Commercial Uses on the Preliminary Site Plan but may be in other locations of the Project as reasonably determined by Developer and Owner.

5. Section 2.4.5(b). Section 2.4.5(b) is hereby revoked and deleted in its entirety and replaced with the following:

(b) the proposed transfer does not assign any density to park or open spaces shown on the Preliminary Site Plan unless such park or open space to which density transfers is replaced with park or open spaces of approximately equivalent size in a different location on the Site Plan of the Project;

6. Section 3.2.9. Section 3.2.9 is hereby revoked and deleted in its entirety and replaced with the following:

3.2.9 Irrigation Pond. City shall cooperate with Developer and negotiate in good faith to provide sufficient irrigation water for the operation of the Project and the amenities described on the Preliminary Site Plan.

7. Section 4.1.1.2. Section 4.1.1.2 is hereby revoked and deleted in its entirety and not replaced.

8. Section 4.6.1.1. Section 4.6.1.1 is hereby deleted in its entirety and replaced with the following:

4.6.1.1 Park Sites, Trails, Ponds and Open Areas. Owners and Developer have provided for approximately one hundred (100) acres of open areas within the Project, including, but not limited to, forty (40) acres of recreational open space, Sullivan's Knoll, public trails and multiple park areas of varying sizes shown on Exhibit "G" attached hereto.

9. Section 4.6.1.6. Section 4.6.1.6 is hereby revoked and deleted in its entirety and not replaced.

10. Section 4.7.1.2. Section 4.7.1.2 is hereby revoked and deleted in its entirety and not replaced.

11. Execution and Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute and be one and the same document.

12. No Other Changes. Except as herein expressly provided, the Agreement remains in all other respects unmodified and in full force and effect.

IN WITNESS HEREOF, the Parties have executed this FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA as of the date first above written.

(Signatures on Next Page)

Signature Page

DEVELOPER:

WPP Hurricane Land, LLC, a Utah
limited liability company

By: _____

Print Name: _____

Title: _____

INTERSTATE:

Interstate Homes, LLC, a Utah limited
liability company

By: _____

Print Name: _____

Title: _____

PENGA:

RR Penga, LLC, a Utah limited
liability company

By: _____

Print Name: _____

Title: _____

CITY:

Hurricane City, a municipal
corporation and political subdivision
of the State of Utah

By: _____

Print Name: _____

Title: _____

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 2022 personally appeared before me _____ and _____, who, being by me duly sworn, did say that he/she/they is/are the _____ of WPP Hurricane Land, LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 2022 personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of RR Penga, LLC., a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 2022 personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of Interstate Homes LLC, a Utah limited liability company, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

STATE OF)
 : ss.
COUNTY OF)

On the _____ day of _____, 2022 personally appeared before me _____, who, being by me duly sworn, did say that he/she is the _____ of Hurricane City, a municipal corporation and political subdivision of the State of Utah, and said person acknowledged to that said company executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

Exhibit "A"

Legal Description:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SECTION LINE SOUTH 89°43'42"EAST 1,688.58 FEET; THENCE SOUTH 00°01'00"WEST 208.71FEET; THENCE SOUTH 89°43'42"EAST 208.71 FEET; THENCE NORTH 00°01'00"EAST 208.71 FEET TO THE NORTH SECTION OF SAID SECTION 4; THENCE ALONG SAID SECTION LINE SOUTH 89°43'42"EAST 65.85 FEET; THENCE SOUTH 00°00'05"EAST 405.02 FEET; THENCE NORTH 89°59'55"EAST 236.70 FEET; THENCE SOUTH 32°44'48"EAST 802.71 FEET; THENCE SOUTH 00°13'28" WEST 1,718.18 FEET; THENCE SOUTH 89°52'53" EAST 2,392.27 FEET; THENCE SOUTH 00°17'42" WEST 560.86 FEET; THENCE SOUTH 89°50'57" EAST 247.50 FEET TO THE EAST SECTION LINE OF SAID SECTION 4; THENCE ALONG SAID SECTION LINE SOUTH 00°17'41" WEST 757.13 FEET NORTH 89°50'57" WEST 1319.08 FEET; THENCE SOUTH 00°15'32" WEST 1318.25 FEET TO THE SOUTH SECTION LINE OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 89°49'00" WEST 1318.50 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 89°49'00" WEST 2,636.30 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 4; THENCE ALONG THE SECTION LINE NORTH 00°14'51" EAST 1,316.02 FEET; THENCE NORTH 89°45'29" EAST 1,321.80 FEET; THENCE NORTH 00°14'51" EAST 1,317.75 FEET; THENCE NORTH 00°11'38" EAST 2,800.60 FEET TO THE NORTH SECTION LINE OF SECTION 5, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID SECTION LINE SOUTH 89°46'40"EAST 1320.18 FEET TO THE POINT OF BEGINNING. CONTAINS 24,379,912 SQUARE FEET OR 559.68 ACRES

Parcel ID#'s:

H-3-2-4-132
H-3-2-4-133
H-3-2-4-139
H-3-2-4-44021
H-3-2-4-1310
H-3-2-4-1311
H-3-2-4-1312
H-3-2-4-146
H-3-2-4-147
H-3-2-4-214

P-53
N-1



DEVELOPMENT AGREEMENT FOR PAINTED HILLS COLLINA TINTA

THIS DEVELOPMENT AGREEMENT for Painted Hills Collina Tinta (the "Agreement") is entered into as of the 7 day of September, 2006, by and among Summit-Hurricane Development, Inc., a Nevada corporation ("Developer"), Toquerville Enterprises, LLC, a Nevada limited liability company, each an Owner (as defined below) ("Toquerville"); and City of Hurricane, a municipal corporation and political subdivision of the State of Utah ("City") (individually a "Party" and collectively the "Parties").

RECITALS:

A. Owners each presently own a portion of approximately 560 acres of land located within the municipal boundaries of City of Hurricane, Washington County, State of Utah, as more particularly described in Exhibit "A" (the "Property") attached hereto and incorporated herein.

B. Developer desires and intends to develop the Property as a master-planned community currently known as Painted Hills Collina Tinta (the "Project") as generally depicted on a preliminary site plan dated _____, 2005 and prepared by Psomas Corp. (the "Preliminary Site Plan") attached hereto as Exhibit "B" and incorporated herein.

C. Owners by their signatures on this Agreement acknowledge their prior and continuing authorization for Developer, on behalf of Owners, to apply for and obtain from City vested development entitlements and to establish development parameters for the Project as set forth in this Agreement.

D. Owners have each agreed to cooperate with Developer and City as reasonably necessary to obtain the vested development entitlements set forth in this Agreement and have agreed to be bound by the terms of this Agreement, as evidenced by their signatures below.

E. On June 1, 2005 Developer and Owners filed with City a complete application (Application # 2005-71) to rezone the Property from the current R-1-10 zone to the R-1-10 (PD) overlay zone (the "PDO Zone") and approve the Preliminary Site Plan to enable development of the Project, all as provided in City's Land Use Ordinance (the "PDO Application").

F. Developer also filed with City complete preliminary plat applications to develop subdivisions located within the Project (Application # 2005-73) and (Application # 2005-74) (together, the "Subdivision Applications").

G. On October 26, 2005, City's Planning Commission recommended approval of the PDO Application and the Subdivision Applications, each subject to certain findings and conditions as set forth in Exhibit "C", attached hereto and incorporated herein, and forwarded them to City's City Council for consideration.

IN WITNESS WHEREOF, this Agreement has been executed by Developer, by persons duly authorized to execute the same, by City, acting by and through its City Council and by each of the Owners by duly authorized persons as of the 27th day of September, 2006.

Attest:



City Recorder



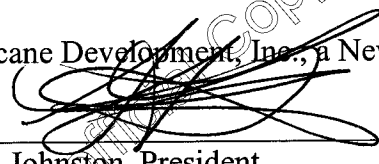
CITY:

City of Hurricane, a Utah municipal corporation and political subdivision of the State of Utah


Mayor

DEVELOPER:

Summit-Hurricane Development, Inc., a Nevada corporation

By: 
Heath Johnston, President

OWNERS:

Toquerville Enterprises, LLC, a Nevada limited liability company

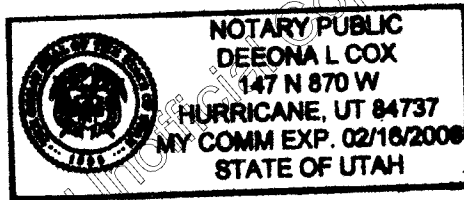
By: 
Jerry Spilsbury, Manager

By: 
Vyonne Mendenhall, Manager

State of Utah
County of Washington

On this 27th day of September in the year 2006, before me Deeona L. Cox,
a notary public, personally appeared Jerry Spilsbury, proved on the basis of satisfactory evidence
to be the person whose name is subscribed to this instrument, and acknowledged he executed the
same. Witness my hand and official seal.

Deeona L. Cox
Notary Public



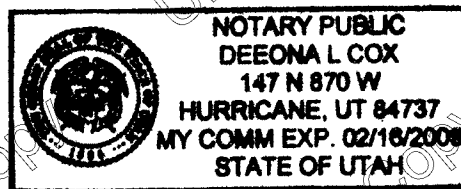
State of Utah
County of Washington

of

Utah

On this 27th day of September in the year 2006, before me Deeona L. Cox,
a notary public, personally appeared Vyonne Mendenhall, proved on the basis of satisfactory
evidence to be the person whose name is subscribed to this instrument, and acknowledged he
executed the same. Witness my hand and official seal.

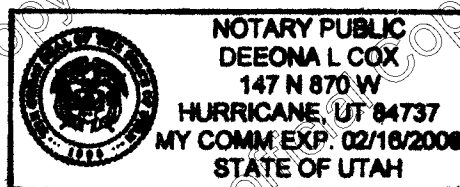
Deeona L. Cox
Notary Public



State of Utah
County of Washington

On this 27th day of September in the year 2006, before me Deeona L. Cox,
a notary public, personally appeared Heath Johnston, proved on the basis of
satisfactory evidence to be the person whose name is subscribed to this instrument, and
acknowledged he executed the same. Witness my hand and official seal.

Deeona L. Cox
Notary Public



H. On November 3, 2005, City's City Council approved the PDO Application (the "PDO Zone Approval") and the Subdivision Applications, each subject to certain findings and conditions as set forth in Exhibit "D", attached hereto and incorporated herein, including creation and City Council approval of this Agreement.

I. On March 16, 2006, City's City Council adopted Ordinance 2006-9 enacting Section 10-24-1 et seq. of City's Land Use Ordinance to regulate development on sensitive lands (the "Sensitive Lands Ordinance"). Portions of the Property include sensitive lands as defined in the Sensitive Lands Ordinance.

J. Section 10-24-3G1 of the Sensitive Lands Ordinance allows City to approve development that incorporates alternative methods to protect sensitive lands so long as such methods are consistent with the purpose of such ordinance and City's General Plan.

K. To satisfy the spirit and intent of the Sensitive Lands Ordinance, as contemplated by City prior to its adoption, approximately forty percent (40%) of the Property will remain as undeveloped land and the Project will be constructed in a manner that minimizes potential hazards in sensitive lands areas as set forth herein.

L. City finds the Project satisfies the spirit and intent of the Sensitive Lands Ordinance and that construction of the Project as contemplated under this Agreement meets the requirements of Section 10-24-3G1 of the Sensitive Lands Ordinance.

M. City also finds the PDO Zone Approval and the Preliminary Site Plan (i) do not conflict with any applicable policy of City's General Plan; (ii) meet the spirit and intent of Section 10-23-1 of City's Land Use Ordinance; (iii) will allow integrated planning and design of the Property and, on the whole, better development than would be possible under conventional zoning regulations; (iv) meet applicable use limitations and other requirements of the R-1-10 zone with which the planned development overlay zone will be combined; and (v) meet the density limitations of the R-1-10 zone.

N. City believes, based upon Developer's representations, that Developer has (i) sufficient control over the Property to ensure development of the Project will occur as approved; (ii) the financial capability to carry out the Project; and (iii) the capability to start construction within one (1) year of final site plan approval as required by Section 10-23-7(D) of City's Land Use Ordinance.

O. Developer, on behalf of Owners, desires to take all steps necessary to finalize approval of the Project and develop the Project as provided in this Agreement.

P. Each of the Parties are willing to enter into this Agreement in order to implement the purposes and conditions of both the PDO Zone Approval and the Preliminary Site Plan for the Project and to more fully set forth the covenants and commitments of each Party, while giving effect to applicable state law and City's Land Use Ordinance.

Q. Acting pursuant to its authority under Utah Code Annotated, §§ 10-9a-101, et seq., and after all required public notice and hearings, City, in its exercise of its legislative discretion has determined that entering into this Agreement furthers the purposes of the (i) Utah Municipal Land Use, Development, and Management Act, (ii) City's General Plan, and (iii) City's Land Use Ordinance. As a result of such determination City (i) has elected to approve the Project in a manner resulting in negotiation, consideration, and approval of this Agreement and (ii) has concluded that the terms and conditions set forth herein serve a public purpose and promote the health, safety, prosperity, security, and general welfare of the inhabitants and taxpayers of City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants hereafter set forth, the sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

SECTION I. DEFINITIONS

Any term or phrase used in this Agreement that has its first letter capitalized shall have that meaning given to it by City's Land Use Ordinance in effect on the date of the Application for the PDO or, if different, by this Agreement, as the case may be. Certain such terms and phrases are referenced below; others are defined where they appear in the text of this Agreement.

1.1 **"Ash Creek SSD"** means the Ash Creek Special Service District, a body politic created for the purpose of providing sewer and waste water removal and treatment to the Hurricane Valley Basin Area, which includes the Project.

1.2 **"City's Standards and Specifications for Public Improvements"** means the standards and specifications that City uses for construction of public improvements.

1.3 **"Commercial Uses"** means neighborhood convenience, sales and other commercial uses, excluding Multi-Family Uses, located as shown on the Preliminary Site Plan.

1.4 **"Continuing Owner"** means any Owner (and its successors and assigns) who has not yet sold or contracted with Developer for purchase of Owner's property. At the time any Owner enters into a contract with Developer for sale of all of Owner's property, it ceases to be a Continuing Owner; provided that in the event (a) either (i) the sale of any portion of Owner's property to Developer has not closed, or (ii) any portion of Owner's property is reacquired by Owner (or its successors or assigns) through foreclosure, forfeiture, or repossession, and (b) Owner (or its successor(s) or assign(s) or any of them) files any Land Use Application for development of any portion of Owner's property, Owner (or its successors or assigns) immediately and automatically regains the status of a Continuing Owner. Unless specifically provided otherwise herein, all rights and obligations of Developer herein shall also mean the right and obligation of each Continuing Owner with respect to the specific parcel of property owned by such Continuing Owner (or Land Use Application filed by such Continuing Owner);

provided that in that case, Developer shall not be responsible for any obligation specific to such Continuing Owner or its property or Land Use Application.

1.5 **“Culinary Water Master Plan”** means a comprehensive plan to provide culinary water within the Project as approved by City.

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.

1.7 **“Design Guidelines”** means the design standards and guidelines (including the landscape plan) adopted by Developer, as may be amended from time to time, and as approved by Owners, applicable to the Project.

1.8 **“Developer”** means Summit-Hurricane Development, Inc., a Nevada corporation or its approved replacement developer, assigns and successors in interest, whether in whole or in part. Developer shall cause its employees and agents to act in accordance with the terms of this Agreement. For the limited purpose of specifying rights and obligations under this Agreement, references to Developer shall include Continuing Owners as set forth in Paragraphs 1.5 and 6.13 of this Agreement.

1.9 **“Development Activity”** means any construction or expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities.

1.10 **“Development Guidelines”** means collectively, the (a) Design Guidelines; (b) Master Declaration; Culinary Water Master Plan; Secondary Water Plan; Sanitary Sewer Master Plan; Storm Water and Drainage Control Master Plan; and City’s Standards and Specifications for Public Improvements.

1.11 **“Development Phase”** means a separately developed portion of the Project for which a Site Plan and one (1) or more corresponding subdivision applications is filed with City and which is identified on the Painted Hills Phasing Table attached hereto as Exhibit “F”.

1.12 **“Final Plat”** means a final subdivision plat of each Development Phase to be filed with City which, after approval by City’s governing body, is to be recorded in the Official Records in Office of the Recorder of Washington County, State of Utah.

1.13 **“Golf Course”** means that certain golf course to be constructed as generally depicted on the Preliminary Site Plan.

1.14 **“Golf Course Company”** means that a company or its approved replacement, assigns and successors in interest, whether in whole or in part, selected by Toquerville and developer to construct the golf course.

1.15 **“Land Use Application”** means any application for development within the Project submitted to City by Developer or any other person subsequent to the execution of this Agreement.

1.16 **“Land Use Ordinance”** means Title 10 of the Hurricane City Code.

1.17 **“Master Association”** means the Collina Tinta Master Association, Inc., a Utah nonprofit corporation, its successors or assigns.

1.18 **“Master Declaration”** means that certain Master Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for the Collina Tinta Project to be recorded in phases against portions of the Property corresponding to each Development Phase.

1.19 **“Multi-Family Uses”** means all permitted residential uses shown on Table 10-13-1 of City’s Land Use Ordinance, excluding Single-Family Uses.

1.20 **“Ordinances”** means the Hurricane City Municipal Ordinances, including City’s Land Use Ordinance.

1.21 **“Owners”** means collectively Toquerville and Developer, and their respective successors and assigns, who together, own or will own all of the land within the Project with the exception of the Golf Course, which is or will be owned by the Golf Course Owner or an entity approved by Toquerville and Developer at such time and in their sole and absolute discretion. Any Owner may hereafter be referred to individually as “Owner”.

1.22 **“Planning Commission”** means the Hurricane City Planning Commission.

1.23 **“PDO Zone Approval”** means City’s approval of Preliminary Site Plan and zone change request (Application # 2005-71) for the Project on November 3, 2005, which was subject to certain findings and conditions set forth in Exhibit “D”.

1.24 **“Preliminary Site Plan”** means the conceptual site plan map attached hereto as Exhibit “B”, and approved by the Hurricane City Council on November 3, 2005 as part of Developer’s PDO Application (Application #2005-71).

1.25 **“Project”** means the improvement and development of the Project pursuant to this Agreement, the Development Guidelines, and/or the Ordinances as generally depicted on the Preliminary Site Plan.

1.26 **“Project Improvements”** means, with respect to the Project, site improvements and facilities that are planned and designed to provide service for development resulting from

Development Activity and necessary for the use and convenience of the occupants or users of development resulting from Development Activity. "Project Improvements" does not mean System Improvements.

1.27 **"Proportionate Share"** means the cost of public facility improvements that are roughly proportionate and reasonably related to the service demands and needs of any Development Activity.

1.28 **"Sanitary Sewer Master Plan"** a comprehensive plan to provide sanitary sewer within the Project as approved by the Ash Creek SSD.

1.29 **"Secondary Water Plan"** means a secondary water system as generally depicted on Exhibit "E" attached hereto and as approved by City.

1.30 **"Single-Family Uses"** means all permitted single-family residential uses shown on Table 10-13-1 of City's Land Use Ordinance, excluding Multi-Family Uses.

1.31 **"Site Plan"** means a site plan submitted for a Development Phase as provided in Sections 10-7-10 and 10-23-7D of City's Land Use Ordinance.

1.32 **"Storm Water and Drainage Control Plan"** means a comprehensive plan to provide storm water and drainage control within the Project as approved by City.

1.33 **"System Improvements"** means existing public facilities that are designed to provide services to service areas within the community at large; and future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large. "System improvements" does not mean Project Improvements.

SECTION II. PLANNED DEVELOPMENT OVERLAY

2.1 **Designation as a Planned Development.** In compliance with the requirements of Utah Code Ann. § 10-9a-501 et. seq., applicable provisions of City's Land Use Ordinance, and following a public hearing on November 3, 2005, City, pursuant to its legislative authority, approved the PDO Zone and the Preliminary Site Plan. City agrees development of the Project may proceed as provided in this Agreement and acknowledges the Preliminary Site Plan and Design Guidelines are consistent with City's Land Use Ordinance and set forth densities, location of densities and Developer-offered amenities. Developer acknowledges that development of the Project is subject to all normally-applicable City processes and the following:

2.1.1 Design Guidelines;

2.1.2 Master Declaration;

2.1.3 Culinary Water Master Plan;

2.1.4 Secondary Water Plan;

2.1.5 Sanitary Sewer Master Plan;

2.1.6 Storm Water and Drainage Control Master Plan; and

2.1.7 City's Standards and Specifications for Public Improvements.

2.2. Applicable Laws and Regulations. Except as otherwise set forth in this Agreement, all development and improvements of any sort, on-site or off-site, relating to the Project shall comply with City's Ordinances, regulations, requirements, and procedures established by and for City.

2.2.1 PDO Approval. The PDO Zone and the Preliminary Site Plan shall not be affected by any inconsistent or contrary moratorium, ordinance, resolution, rule or regulation enacted by City that prohibits or regulates the total number of residential dwelling units, land uses, and site improvements shown on the Preliminary Site Plan.

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 Developer or Owners as provided in this Agreement.

2.2.2.1 Cuts and Fills. Retaining walls shall be provided as needed to stabilize cut and fill areas. Wherever possible, a combination of smaller cuts and fills shall be used instead a single larger cut or fill. Individual structures shall be located in a manner that minimize the need for cut and fill areas. Landscaping shall be provided to stabilize cut and fill areas and to create a natural-looking or better appearance.

2.2.2.2 Local Roads. In order to minimize cuts and fills for roads in sensitive lands areas, City acknowledges and agrees it has approved the cross section design of certain local roads in the Project as more particularly described on the "Road Cross Section Designs" attached hereto as Exhibit "H". Such roads shall be constructed according to City's Standards and Specifications for Public Improvements except as otherwise provided in Exhibit "H", the Development Guidelines, and this Agreement.

2.2.3 Land Use Applications. Except as provided in Paragraphs 2.2.1 and 2.2.2 above, any Land Use Application made subsequent to the execution of this Agreement shall conform to applicable provisions of the of City's Land Use Ordinance in effect when a complete application is submitted.

2.2.4 Building Permits. Any person or entity applying for a building permit within the Project shall be subject to the building, electrical, mechanical, plumbing, fire codes and other City ordinances relating to the construction of any structure in effect when such person or entity files with City a complete application for such building permit.

2.2.5 Later Enacted State or Federal Law. The rights and obligations of the Parties under this Agreement shall be subject to later enacted State and Federal laws and regulations, to the extent applicable to the Project.

2.3 Design Guidelines. Developer may establish Design Guidelines for each Development Phase, and if established, shall provide a copy of the guidelines to City when a Site Plan application is submitted to City for approval of such phase. Developer and Master Association shall be solely responsible to enforce the Design Guidelines to the extent such guidelines exceed City Ordinance requirements. Nevertheless, as a courtesy to Developer and the Master Association, City, prior to issuing any building permit for property within the Project, may request the building permit applicant to produce a letter from Developer or the Master Association indicating the building plans which are the subject of the permit application have been approved by Developer or the Master Association.

2.4 Zoning. The zoning for the Project shall be the R-1-10 (PD) zone which shall be shown on City's zoning map. The following development standards shall apply to the Project:

2.4.1 Maximum Development Area. The entire area of the Project shall be contained within the land described on Exhibit "A".

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 Transfers as provided in Paragraph 2.3.5 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.

2.4.3 Commercial Density. In Owners' sole discretion, the Project may include up to one hundred thousand (100,000) square feet of floor space of Commercial Uses in the locations shown on the Preliminary Site Plan. Following permission from Owners and subject to Developer's successful completion of all requirements and obligations herein, Developer shall be entitled to develop such Commercial Uses. The square footage for amenities located within the clubhouse for the Golf Course and residential community shall not be counted against the floor space authorized for Commercial Uses. Uses allowed within these locations shall be determined upon submission and approval of a Site Plan for such commercial development, if any.

2.4.4 Phasing. City acknowledges that Developer intends to submit multiple Land Use Applications from time to time, in Developer's sole discretion, to develop and/or construct portions of the Project in Development Phases. However, to coordinate City-provided services and facilities and services and facilities provided by other public agencies with the demand for public services and facilities generated by uses and activities within the Project, development sequencing of the Project shall provide for the logical extension, as reasonably determined by City, of all required infrastructure and the provision of all reasonably related municipal services, including but not limited to, adequate fire protection and necessary ingress and egress.

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's 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 are transferred, the owner of the property from which units are transferred consents 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, describes 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 of a subdivision application submitted by Developer, including the extension or expansion of required infrastructure improvements, is approved by City.

2.4.6 Development Applications. Each residential development application submitted by Developer and/or its assignees who have purchased portions of the Project shall, in addition to those items required by City's Land Use Ordinance, or any other City ordinance, include a statement of (a) the total number of residential dwelling units allowed in the Project under this Agreement; (b) the cumulative total number of residential dwelling units previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of dwelling units and densities for which a permit is sought under the particular Development Phase application; and (d) the balance of residential dwelling units remaining allowable to the Project. Each commercial development application submitted by Developer and/or its assignees who have purchased portions of the Project shall include, in addition to those items required by City's Land Use Ordinance, or any other City ordinance, a statement of (a) the total number of square feet of land area of Commercial Uses allowed in the Project under this Agreement; (b) the cumulative total number of square feet of land area of Commercial Uses previously approved for all of the properties within the Project from the date of approval of this Agreement to the date of the application; (c) the number of commercial square feet of land area for which a permit is sought under the particular

Development Phase application; and (d) the balance of Commercial Uses square footage remaining allowable to the Project.

2.5 Consent of Owners. The Parties hereto recognize that the density configurations anticipated herein provide for greater density in certain portions of the Project and less density in other portions, and that some areas shall be designated by Owner as open space with no density. By executing this Agreement, each of the Owners consents to, according to the terms hereof, the restrictions this Agreement may impose on those portions of the Project owned by such Owner. Developer and Owners acknowledge that such restrictions may preclude development other than as herein permitted and Owners agree that all property owned by them within the Project is subject to and bound by the terms of this Agreement whether or not Developer hereafter acquires their property.

2.6 Recordation of First Final Plat. Developer shall record the approved Final Plat for the first Development Phase within one (1) year of Site Plan approval as required by Section 10-7-10(J) of City's Land Use Ordinance, subject to any extension authorized pursuant to Section 10-7-3(I) thereof.

SECTION III: GENERAL RIGHTS AND RESPONSIBILITIES

3.1 General Rights and Responsibilities of Developer.

3.1.1 Conditions of Approval and Impact Fees. With respect to the development of the Project, Developer accepts and agrees to comply with the plan examination, building and similar fees (excluding impact and connection fees) of City currently in effect, or as amended, and City agrees and represents that any such fee schedule will be applied uniformly within City or any service area of City, as applicable. Developer acknowledges the Project requires infrastructure supported by impact and connection fees and finds such fees to be a reasonable monetary expression of public facility improvements required to support the Project. Developer agrees not to challenge, contest, or bring a judicial action seeking to avoid payment of or to seek reimbursement for such fees, so long as such fees comply with Utah law, are applied uniformly within City or service area, as applicable, and Developer receives all credits and offsets against such fees as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 below or a Reimbursement Agreement.

3.1.2 Reliance. City acknowledges that Developer is relying on the execution and continuing validity of this Agreement and City's faithful performance of City's obligations under this Agreement in Developer's existing and continued expenditure of substantial funds in connection with the Project. Developer acknowledges that City is relying on the execution and continuing validity of this Agreement and Developer's faithful performance of its obligations under this Agreement in continuing to perform the obligations of City hereunder.

3.1.3 Vested Rights Granted by Approval of the PDO and Project. To the fullest extent permissible under the law, this Agreement grants and vests in Developer and Owners all rights, consistent with the PDO Zone Approval, the Preliminary Site Plan, and City's

Land Use Ordinance, to develop the Project according to the Preliminary Site Plan under applicable law as provided in Paragraph 2.2 of this Agreement. The Parties intend that the rights granted to Developer and Owners and the entitlements for the Project under this Agreement are both contractual and provided under the common law concept of vested rights. It is expressly understood by City that Developer and Owners may assign all or portions of its rights under this Agreement and the PDO Zone Approval provided such assignees agree to be bound by the terms of this Agreement as provided in Paragraph 5.2, below.

3.1.4 Statement Regarding “Compelling, Countervailing Public Interests”:

City, Developer, and Owners acknowledge they are familiar with the “compelling, countervailing public interest” exception to the doctrine of vested rights in the State of Utah. City acknowledges that as of the date of this Agreement, to the best of its knowledge, information and belief, City is presently unaware of any material facts under which a desire of City to modify Developer’s or Owner’s rights under this Agreement or the Preliminary Site Plan would be justified by a “compelling, countervailing public interest.” City shall immediately notify Developer and Owners if any such facts come to City’s attention after the execution of this Agreement, and shall take all reasonable steps to maintain Owners vested rights as set forth in this Agreement or the Preliminary Site Plan.

3.1.5 Construction Mitigation. Developer shall provide the following measures, all to the reasonable satisfaction of City’s Engineer, to mitigate the impact of construction within the Project. Developer shall also adhere to the usual construction impact mitigation measures required by City. Additional reasonable site-specific mitigation measures may be required. The following measures shall be included in each application for approval of a Site Plan for any Development Phase:

3.1.5.1 Limits of disturbance, vegetation protection and the revegetation plan for all construction, including construction of public improvements (an NPDES permit being required on any construction involving a parcel in excess of one [1] acre in size).

3.1.5.2 Construction staging, on-site batch plants, and materials stockpiling and recycling to keep all excavated materials on one (1) or more sites during infrastructure and construction of any Development Phase of the Project. The location of such areas shall be approved by City prior to construction of a Development Phase.

3.1.5.3 Construction traffic routing plan to minimize traffic impacts on City roads and residential areas by requiring construction traffic to use roads approved by City.

3.1.5.4 Mitigation of dust throughout construction, pursuant to Rule R-307-205 of the Utah Administrative Code, applicable City Ordinances, and any other applicable statute or regulation.

3.1.5.5 Protection of existing infrastructure improvements from abuse or damage while new infrastructure improvements are being constructed.

3.1.6 Demonstration of Ability. Developer or any Continuing Owner, as applicable, shall demonstrate that Developer (or such Continuing Owner) possesses or is reasonably certain to receive the financial resources (money, equity, loans, and the like) necessary to undertake and complete the Project's development or its portion thereof. If and at any time Developer or such Continuing Owner fail to perform their respective obligations under this Agreement, City may request, and Developer or a Continuing Owner shall provide, reasonable evidence that it still possesses or is reasonably certain to receive the financial resources necessary to continue the contemplated development within the Project.

3.1.7 Dedication of Infrastructure Improvements. Unless otherwise specifically provided herein, Developer shall dedicate, subject to the reimbursement obligations of the City as set forth in Paragraphs 3.2.2, 3.2.3, and 3.2.4 below, any System Improvements in the Project to City when such improvements are accepted by City.

3.2 General Rights and Responsibilities of City.

3.2.1 Reserved Legislative Powers. This Agreement shall not limit the future exercise of the police powers of City to enact ordinances, standards, or rules regulating development. City acknowledges, however, that any exercise of its legislative or police powers which alters or modifies this Agreement to Developer or Owners' legal detriment may render City liable to such remedies as may be available to Developer or Owners under such circumstances.

3.2.2 Project and System Improvements – Cost Sharing. Developer shall bear the entire cost of constructing Project Improvements needed to service the Project. Developer shall also bear the initial cost of constructing System Improvements required as a result of the Project but shall be entitled to be reimbursed for the cost of such System Improvements except for Developer's Proportionate Share of System Improvements costs. System Improvements may include, but are not limited to, the following regardless of whether such improvements are located within the Project or off-site: easements and rights-of-way, road construction, curb and gutter and curb cuts, sidewalks, road signs, water distribution facilities, fire hydrants, storm drainage facilities, road signalization and telecommunications equipment and conduit, road lighting, electrical utilities, flood control facilities, bridges, parks, survey monuments, water rights, landscaping and revegetation.

3.2.3 Reimbursement Agreement. Prior to constructing any System Improvements required for the Project authorized by approval of a Site Plan, Final Plat, or other Land Use Application, Developer and City shall execute an agreement whereby Developer shall be reimbursed by City for the cost of constructing such System Improvements less Developer's Proportionate Share thereof. Developer shall furnish an estimate of the cost of constructing such System Improvements prepared by an engineer registered to practice in the State of Utah and approved by City. The reimbursement agreement shall assure that neither Developer nor City bears more than their respective Proportionate Share of the cost of System Improvements and shall take into consideration the provisions of Paragraph 3.2.4 below.

3.2.4 Impact Fee Credits. In the event Developer constructs, prior to the date an impact fee would be due, any System Improvements for which an impact fee is normally collected, Developer's cost of constructing such improvement shall be credited against the impact fee otherwise charged. Developer shall also be given a credit for impact fees for land and water source supplies dedicated to and accepted by City. In each instance, Developer shall submit to City invoices demonstrating the reasonable and verified costs incurred for such improvements/supply sources or appraisals indicating the fair market value of dedicated land and/or water source supplies. The amount of the credit shall be equal to the lesser of (i) the impact fee otherwise required, or (ii) the reasonable and verified costs of the improvements paid by Developer or, in the case of dedicated land, the fair market value of such land at the time of dedication. If an impact fee credit for dedicated land is calculated using the fair market value at the time of dedication, such credit shall be based on the amount of the impact fee payable at the time of dedication.

3.2.5 Compliance with City Requirements and Standards. Except as provided in Paragraphs 2.2 and 3.1.3 of this Agreement, Developer and Owners acknowledge they shall comply with applicable laws and regulations, as set forth in Paragraph 2.2 of this Agreement, necessary for approval of a Land Use Application to develop property within the Project.

3.2.6 Power of Eminent Domain. City agrees that in the event Developer needs to obtain easements or rights-of-way for the purpose of constructing infrastructure improvements for the Project and is otherwise unable to negotiate a reasonably acceptable contract for such easements or rights-of-way, City, upon the request of Developer, may exercise its power of eminent domain to obtain such easements or rights-of-way, the cost of which shall be borne by Developer. Developer shall reimburse City for all reasonable expenses incurred in taking the requested action, including reasonable attorney's fees and costs.

3.2.7 Project a Part of City. The Project shall remain, for all purposes, including government, taxation, municipal services and protection, and consideration in all municipal matters, a part of City. Except as otherwise provided herein, Development within the Project, and the residents and occupants thereof, shall be treated in all respects as is any other development, resident, or occupant of City.

3.2.8 Cooperation of City. City may cooperate with Developer in connection with financing of certain aspects of the Project including without limitation creation of a special improvement district.

3.2.9 Irrigation Pond. City shall cooperate with Developer and negotiate in good faith to provide sufficient irrigation water for the operation of the Golf Course, a storage pond, an urban fishing pond and improved water features for the Project as described on the Preliminary Site Plan.

SECTION IV. SPECIFIC RIGHTS AND RESPONSIBILITIES

4.1 Water.

4.1.1 Developer's Obligations.

4.1.1.1 Water System. Developer shall, consistent with governmental requirements as of the date hereof, except as otherwise provided in Paragraph 2.2.5 of this Agreement, design, build, and dedicate to City culinary and secondary water facilities of sufficient size to serve the Project, according to City specifications and standards, including all distribution lines, fire flow, and irrigation needs for the Project. The facilities required to provide culinary and secondary water within a subdivision or Site Plan area shall be constructed and installed concurrent with the construction of other improvements in such subdivision or Site Plan area. Except for the irrigation system and facilities used solely in connection with the Golf Course, all facilities necessary to provide a culinary water system installed by Developer within the Project, upon acceptance by City, shall be owned, operated, and maintained by City.

4.1.1.2 Easements. As part of the preparation of a water storage and delivery system for culinary water and a secondary water system, Developer and Owners shall grant to City such easements, rights-of-way, rights of entry, or other servitudes as may be reasonably necessary for City to introduce into, store in, and remove water from such ponds, streams, and lakes as may exist or be constructed by Developer or others within the Golf Course corridor of the Project for the secondary water system and designated storage water tank.

4.1.2 City's Obligations. Upon dedication, acquisition and/or acceptance by City of the water delivery system City shall provide all use areas served by such infrastructure within the Project with culinary water service at a level generally provided to other areas of City.

4.1.2.1 Reimbursement and Impact Fee Credits. Developer shall be reimbursed for water System Improvements costs as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 above.

4.1.2.2 Easements and Rights-of-Way for Water Distribution System. If needed and pursuant to Paragraph 3.2.6 above, City shall obtain from third parties the appropriate easements, rights-of-way, rights of entry, or other servitudes as may be necessary for the construction, placement and maintenance of the water distribution system's collection and transmission lines.

4.2 Sanitary Sewer Service and Facilities.

4.2.1 Developer's Obligations. The Project is located within the service boundaries of the Ash Creek SSD. Developer shall design, fund, and construct sewer and waste water collection systems to service the Project in compliance with all regulations and specifications of Ash Creek SSD. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall be binding on Ash Creek SSD.

4.2.2 City's Obligations. City has accepted and adopted the standards and requirements of Ash Creek SSD and shall require Developer to adhere, where applicable, to such standards and requirements with respect to the sewer and waste water collection systems.

4.3. Power.

4.3.1 Developer's Obligations. Developer shall, consistent with governmental requirements as of the date hereof, except as otherwise provided in Paragraph 2.2.5 of this Agreement, design, build, and dedicate to City an electrical power transmission system to service the Project. City shall reimburse Developer for City's Proportionate Share of Systems Improvements.

4.3.2 City's Obligations. Upon dedication, acquisition and/or acceptance by City of the electrical power transmission system, City shall provide all use areas served by such infrastructure within the Project with electrical power service at a level generally provided to other areas of City.

4.4 Transportation, Traffic Mitigation and Landscaping.

4.4.1 Developer's Obligations. Developer agrees to provide the following transportation and traffic mitigation measures:

4.4.1.1 Roads and Intersection Improvements. The Site Plan for each Development Phase shall show all road and intersection improvements and shall identify which improvements Developer will construct at no cost to City. Road and intersection improvements may be located differently than shown on the Preliminary Site Plan so long as any such road connects to an existing or planned road which intersects or abuts the exterior boundary of the Preliminary Site Plan. Except as otherwise set forth in this Agreement and in the Development Guidelines, road and intersection improvements shall be constructed according to City's Standards and Specifications for Public Improvements in phases according to a schedule determined by Developer and approved by City, which approval shall not be unreasonably withheld, conditioned, or delayed, consistent with the actual construction schedule for a particular Development Phase. Prior to construction of any of such improvements, City shall reasonably review and approve or reject with suggested changes all plans, drawings and specifications with respect to the alignment and construction of such road and intersection improvements. Subject to reimbursement by City of its Proportionate Share of Systems Improvements, Developer shall dedicate such improvements to City upon completion and acceptance by City.

4.4.1.2 Reimbursement Agreements. Developer, in partnership with successors, assignees, adjoining landowners or acting alone, shall construct all roads required for the Project. Developer shall be reimbursed for road System Improvements costs as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 above.

4.4.1.3 Landscaping. Upon City's approval of each Development Phase, Developer agrees to construct and create, at Developer's sole cost and expense, the landscape improvements as set forth in the Design Guidelines for such Development Phase. Developer shall have the right to determine the timing and/or sequencing of the installation of such landscaping improvements so long as all landscaping in a Development Phase is completed in conjunction with such phase. The Master Declaration shall include provisions which obligate the Master Association to provide continuous maintenance of any such landscaping, including landscaping provided in a public right-of-way pursuant to an agreement with City. Developer acknowledges that such landscaping shall be deemed a Project Improvement and that but for Developer's desire to provide such landscaping, City would not otherwise establish landscaping in a public right-of-way.

4.4.2 City's Obligations.

4.4.2.1 Road Rights-of-Way. City shall cooperate with Developer, as necessary, to obtain necessary road rights-of-way located outside the Project, including if required and as mutually agreed by City and Developer as provided in Paragraph 3.2.6 above, the exercise of eminent domain by City to insure the desired location of arterial, parkway and collector roads necessary for the Project. Developer and Owners shall grant, at no cost to City or each other, rights-of-way as set forth on the Preliminary Site Plan.

4.4.2.2 Road Design. Except as otherwise provided in Paragraph 2.2.2.2 above, regarding construction of local roads in sensitive land areas, City accepts the road design, as contained and provided in the Development Guidelines, as the specifications and standards for road design for parkway, arterial, collector, and local roads within the Project. All roads in the Project shall conform to City's Standards and Specifications for Public Improvements except as otherwise shown on Exhibit "H" attached hereto and made a part hereof. City acknowledges the road cross section designs shown on Exhibit "H" vary from City's Standards and Specifications for Public Improvements and that such roads may be constructed as shown thereon.

4.4.2.3 Dedication. City shall accept the dedication of and thereafter maintain all arterial, parkway and collector roads in the Project so long as such roads are constructed in accordance with applicable City Standards and Specifications for Public Improvements, the Development Guidelines the Residential Road Profile, and are dedicated free and clear of liens and encumbrances.

4.5 Police and Fire Protection. City shall provide to all residential and nonresidential use areas in the Project, police and fire protection services.

4.6 Park and Open Space Areas.

4.6.1 Developer's Obligations. In recognition and consideration that City shall be required to provide and improve park and recreational amenities, as practical, within the Project, the Parties agree as follows:

4.6.1.1 Parks Sites, Trails, Ponds and Open Areas. Owners and Developer have provided for approximately two hundred forty nine (249) acres of open areas within the Project, including, but not limited to, one hundred sixty (160) acres for the Golf Course, forty (40) acres of recreational open space, Sullivan's Knoll, public trails, a public fishing pond and multiple park areas of varying sizes as shown on Exhibit "G" attached hereto.

4.6.1.2 Conveyance to City. Developer and Owners shall convey to City fee title to a minimum of thirty-four (34) acres of park land within the Project based on City's ratio of six (6) acres of park land per one thousand (1,000) residents (the "Minimum Park Land Requirement"). The Minimum Park Land Requirement is based upon an assumption of three (3) persons per dwelling unit multiplied by a minimum of one thousand eight hundred eighty six (1,886) dwelling units in the Project, yielding a Project population of approximately five thousand six hundred fifty-eight (5,658) persons ($5,658 \times 6 = 33,948$ park land acres required [rounded to 34 acres]). Park land shall be conveyed by special warranty deed, at no cost to City, free and clear of liens and encumbrances, except non-delinquent taxes, easements, covenants, conditions and restrictions and rights-of-way of record, for park sites as described on the Preliminary Site Plan and Exhibit "G" attached hereto. Developer (or any Owner directly deeding such land to City) shall be entitled to reimbursement as provided in this Agreement, including Paragraphs 3.2.2, 3.2.3, and 3.2.4 above, for improvements made to the park sites and for land conveyance beyond the Minimum Park Land Requirement. Developer (or Owners) and City shall negotiate in good faith regarding the amount of the reimbursement, including sums expended by Developer (or Owners) for improvement of public park areas. City acknowledges and agrees that, under the terms of this Agreement, the land being conveyed to City in the Project for parks and open spaces substantially exceeds the minimum requirements of City for open area and green space.

4.6.1.3 Private Parks - Timing of Construction. The largest proposed park is approximately three to four (3-4) acres in size. Those areas smaller than three (3) acres noted on the Preliminary Site Plan and/or Exhibit "G" as "Park" shall be deemed private parks and shall be completely developed by Developer primarily for use by Project residents. Each private park shall be developed and available for use upon occupancy of seventy-five percent (75%) of the dwelling units in a Development Phase which includes the park. The acreage of such private parks shall be included in open space requirements applicable to the Project. Park land acreage shall be identified on the Site Plan for each Development Phase.

4.6.1.4 Public Parks - Timing of Conveyance. Public park land may be conveyed to City at any time, but no later than the recording of a subdivision plat for the nearest neighborhood area adjacent to a park identified on Exhibit "G" attached hereto. Public park land may also include Sullivan's Knoll and a public fishing pond. Developer shall provide curb, gutter, and sidewalk where a public park abuts a public or private road.

4.6.1.5 Trails Plan. Numerous trails are identified on the Preliminary Site Plan. A preliminary trails plan with specific design standards, along with a schedule for improvement, shall be provided prior to the first Development Phase of the Project which preliminary trails plan shall be subject to revisions and changes and thereafter finalized as each

Development Phase is completed. The trails plan shall differentiate between public and private trails. Public trails shall be provided consistent with City's Master Trail Plan. Any public trail planned as of the date hereof which is intended to connect to the boundary of the Project shall be continued through the Project as a public trail.

4.6.1.6 Golf Course. To add an open space amenity to the Project, Developer, together with the applicable Continuing Owner, shall establish a Golf Course within the Project as generally shown on the Preliminary Site Plan. Golf Course land shall be credited as open space within the Project. Such land shall not be conveyed to City, but shall be owned by Developer, one (1) or more Owners or other third party or their successors and assigns.

4.6.2 City's Obligations.

4.6.2.1 Park Facilities. Upon dedication and acceptance by City of public park and trail areas shown on the Preliminary Site Plan, City shall provide to all residential and nonresidential use areas within the Project, trails, and park, and recreational services at a level generally provided to other areas of City, subject to Developer's obligations as set forth herein.

4.6.2.2 Use of Park and Recreation Impact Fees. As permitted by applicable Utah law and City Ordinances, and as practical as determined by City, City shall use park impact fees received as a result of the Project to improve public parks and trails located within the Project. Said impact fees shall be collected as provided in City's Ordinances. City acknowledges Developer shall not be required to pay impact fees otherwise imposed on Developer for park System Improvements constructed by Developer as provided in Paragraphs 3.2.2, 3.2.3, and 3.2.4 above.

4.7 Miscellaneous Utilities.

4.7.1 Developer's Obligations. Developer shall be responsible for providing miscellaneous utility infrastructure to service the Project including, but not necessarily limited to, the following:

4.7.1.1 Storm Drainage. Prior to approval of a Final Plat for any Development Phase, Developer shall prepare a Storm Water and Drainage Control Plan, consistent with any storm water master plan as may be approved by City. At a minimum the Storm Water and Drainage Control Plan shall identify (a) needed storm water detention/retention and transportation facilities within such Development Phase and/or off-site drainage basins and/or sub-basins, including sizing based on a one hundred (100) year storm; and (b) when such improvements will be provided.

4.7.1.2 Gas. If reasonably required by Questar Gas consistent with similar projects in the area, Developer shall provide design and engineering for natural gas to be provided by Questar Gas.

4.7.1.3 Other Utility Services. Except to the extent Developer constructs telecommunications improvements which shall be owned by Developer and/or Owners, Developer shall install telephone and cable television, and telecommunication facilities within the Project as may be required by providers of such services.

4.7.1.4 Infrastructure Easements. Subject to reimbursement by City of its Proportionate Share, Developer and Owners shall provide and/ or dedicate to City, Developer or other Owners, as applicable, all reasonable easements, rights-of-way, rights of entry, or other servitudes as may be necessary to install and maintain infrastructure required for the Project (excluding telecommunications improvements which shall be owned by Developer and/or Owners).

4.7.1.5 Undergrounding of Utility Lines. Developer acknowledges that all utility lines, conduits, pipes, maintenance or service stations and pump houses shall be installed underground, to the extent that such installation (a) is reasonably practicable, (b) falls within the parameters of City specifications except as otherwise provided for in this Agreement, (c) complies with applicable federal, state and local law, regulation, and ordinance, except as otherwise provided for in this Agreement, and (d) meets industry standards and practice.

4.7.2 City's Obligations. Subject to the location of existing or planned improvements, City agrees to dedicate easements and infrastructure on property owned by City as may be necessary to connect, link, construct or accommodate such utility improvements in the Project.

4.8 Public Trails. Developer and/or Owners, as applicable, shall construct and dedicate public trails shown on the Preliminary Site Plan. Such trails shall be constructed to the standards reasonably set forth in the Design Guidelines.

4.9 Maintenance of Common Areas, Trails, Detention Ponds and Road Landscaping. Developer shall create a homeowners association for the Project, which shall have the responsibility to maintain all common areas, private trails, detention or retention ponds, and road landscaping on collector and arterial roads.

SECTION V. GENERAL PROVISIONS

5.1 Binding Effect. The burdens and benefits of this Agreement shall bind and inure to the benefit of each of the Parties hereto and their successors in interest. A successor in interest shall succeed only to those benefits and burdens of this Agreement which pertain to the portion of the Project to which the successor holds title. Such titleholder is not a third party beneficiary of the remainder of this Agreement, a zoning classification, or benefits relating to other portions of the Project to which the successor does not hold title. The obligations of Developer and Owners under this Agreement are enforceable by City, and no Continuing Owner shall or may be a third party beneficiary of such obligations unless specifically provided in this Agreement.

5.2 Change in Developer. Developer acknowledges that its qualifications and identity are of particular concern to City, and that it is because of such qualifications and identity that City is entering into this Agreement. Accordingly, Developer agrees for itself and any successor in interest of itself that, prior to the contemplated completion of the terms of this Agreement, Developer shall not convey, assign, or dispose of ("Transfer") the Project to another developer other than Summit Development & Management, LLC, a Utah limited liability company, except as provided in this Paragraph 5.2, unless the proposed replacement developer (through its principals) has financing and skill reasonably satisfactory to City to take over the contemplated development of the Project. Any replacement developer shall provide City with documentation of the expertise and financial capability of its principals. In the event of a Transfer of the Project, or any portion thereof, Developer and the transferee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such Transfer an agreement satisfactory to City, delineating and allocating between Developer and transferee the various rights and obligations of Developer under this Agreement, has been approved by City. Alternatively, prior to such Transfer, Developer shall obtain from the transferee a letter (i) acknowledging the existence of this Agreement and (ii) agreeing to be bound thereby. Said letter shall be signed by the transferee, notarized, and delivered to City in connection with the Transfer. In such event, the transferee of the property so transferred shall be fully substituted as Developer under this Agreement and Developer executing this Agreement shall be released from any further obligations under this Agreement as to the property so transferred. Notwithstanding the foregoing, a Transfer by Developer of individual subdivision lots within the Project to a builder, individual or other developer shall not be deemed to be a Transfer subject to the above requirement for approval.

5.3 No Agency, Joint Venture or Partnership. It is specifically understood and agreed to by and among the Parties that: (i) the Project is a private development; (ii) City, Developer and Owners hereby renounce the existence of any form of agency relationship, joint venture or partnership among City, Developer and/or any Owner, and (iii) nothing contained herein shall be construed as creating any such relationship among City, Developer and/or any Owner.

5.4 Consent. In the event this Agreement provides for consent from City or Developer or Owners, such consent shall be deemed to be given thirty (30) days after consent is requested in writing in the event no response to the request is received within that period. All requests for consent shall be made in writing, and in no event shall consent be unreasonably withheld, conditioned, or delayed.

5.5 Process for Modifying the PDO.

5.5.1 Intent. City acknowledges that the PDO Zone Approval and Preliminary Site Plan is a generalized depiction of the proposed development of the Project with specific land uses permitted as shown on the Preliminary Site Plan. This Agreement contemplates that Developer may modify the Preliminary Site Plan so long as the total density allowed, land uses permitted depicted and described in the Preliminary Site Plan are not changed or increased. Subject to this limitation, and as provided in this paragraph and other related provisions

throughout this Agreement, Developer is specifically entitled to, and City hereby grants to Developer, the right to change and/or adjust the exact location of various development uses and densities under the provisions of this Agreement between or among Development Phases shown on the Preliminary Site Plan, or any amendment approved pursuant to this paragraph. The purpose of this provision is to allow Developer the opportunity to change the configuration of uses shown on the Preliminary Site Plan to reflect future changes in economic factors, development, ownership or other relevant matters so long as such changes do not require the uncompensated relocation of public improvements which have been constructed or which materially and adversely impact other public improvements depicted and planned on the Preliminary Site Plan, as reasonably determined by City. Any proposed modification of the Preliminary Site Plan which increases the total density allowed or adds other land uses or property not depicted or described in the Preliminary Site Plan shall be accomplished only as provided in Section 10-23-7 and other related sections of City's Land Use Ordinance, as amended.

5.5.2 Submittal of Form. If Developer or its successors and assigns, desire to modify the Preliminary Site Plan as described in Paragraph 5.51 above, Developer shall submit a Preliminary Site Plan Modification Application together with any required fee to City. Any modifications which, after consultation with City's staff, are deemed to be within the scope of modifications permitted by Paragraph 5.5.1, as reasonably determined by City, may be modified by Developer by providing City with a modified Preliminary Site Plan containing the revision date and supplemental summary referencing the revision date. Said supplemental summary shall briefly detail the changes made to the modified Preliminary Site Plan. Said modifications shall be deemed effective upon receipt by City of a modified Preliminary Site Plan and the supplemental summary.

5.5.3 City Acceptance of Preliminary Site Plan Modification Application. City shall have fifteen (15) calendar days after submittal of a Preliminary Site Plan Modification Application to inform Developer whether City considers the Preliminary Site Plan Modification Application to be complete. If City does not notify Developer in writing of any additional information required to complete the application, the Preliminary Site Plan Modification Application shall thereafter be deemed complete. If City determines the Preliminary Site Plan Modification Application is not complete as submitted, City shall notify Developer in writing within the fifteen (15) days specifying in detail any incomplete or missing information. If City does not notify Developer in writing within fifteen (15) days after submittal of the additional information requested, the Preliminary Site Plan Modification Application shall be deemed complete. If City determines that the required additional information for the Preliminary Site Plan Modification Application is not complete as submitted, City shall notify Developer in writing within fifteen (15) days thereafter and shall specifically identify the additional information required to complete the Preliminary Site Plan Modification Application.

5.5.4 City Review. City shall have forty five (45) calendar days to review the changes proposed in the Preliminary Site Plan Modification Application after said application is accepted as complete or deemed complete. If City does not object within forty five (45) days, the final completed Preliminary Site Plan Modification Application shall be deemed accepted by

City and shall constitute a modification of the PDO Zone Approval and Preliminary Site Plan, provided that any such modification conforms to applicable law set forth in Paragraph 2.2 of this Agreement.

5.5.5 City's Objections. If City objects to the Preliminary Site Plan Modification Application, City shall specify in writing with reasonable detail the reasons City believes that the proposal is not consistent with City's General Plan or other policies, plans and ordinances of general applicability allowed by this Agreement and the vested rights conveyed by this Agreement.

5.5.6 Mediation. City and Developer shall meet within fifteen (15) calendar days ("Mediation Deadline"), after receiving an objection asserted by City pursuant to the preceding paragraphs, to mediate and resolve all outstanding issues.

5.5.7 Arbitration. If City and Developer are unable to resolve the issues via mediation pursuant to the preceding paragraphs, by the Mediation Deadline, the Parties shall attempt within seven (7) days to appoint a mutually acceptable land use planning expert to arbitrate the terms of the Preliminary Site Plan Modification Application. The Party requesting the arbitration shall pay the fees to initiate the arbitration. If the Parties are unable to agree on a single acceptable arbitrator they shall each, within seven (7) additional days, appoint their own individual land use planning expert. These two land use planning experts shall, between them, choose the single arbitrator within the next seven (7) calendar days. The chosen arbitrator shall within fifteen (15) days, review the positions of the Parties regarding the Preliminary Site Plan Modification Application and issue a decision. The arbitrator shall ask the prevailing Party to draft a proposed order for consideration and objection by the other side. Upon adoption by the arbitrator, after consideration of such objections, the arbitrator's decision shall be final and binding upon both Parties and shall constitute an approved modification of the PDO Zone Approval and the Preliminary Site Plan. As part of the arbitrator's decision, the arbitrator shall determine the payment of the arbitrator's costs based on to the success or failure of each Party's position in the arbitration.

5.6 No Obligation to Undertake Development. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall impose on Developer or any Owner an obligation or affirmative requirement to develop the Project or any portion of an Owner's property. If Developer undertakes to develop all or any portion of the Project pursuant to the Preliminary Site Plan and this Agreement, Developer and each Owner of the affected property being developed agree to abide by the terms and conditions of this Agreement and the Preliminary Site Plan.

SECTION VI. MISCELLANEOUS

6.1 Incorporation of Recitals, Introductory Paragraphs, and Exhibits. The Recitals contained in this Agreement, the introductory paragraph preceding the Recitals, and all Exhibits referred to or attached hereto are hereby incorporated into this Agreement as if fully set forth herein.

6.2 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control the meaning or construction of any of the provisions hereof.

6.3 Other Miscellaneous Terms. The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

6.4 Construction. This Agreement has been reviewed and revised by legal counsel for Developer, Owners and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

6.5 Further Assurances, Documents and Acts. Each Party hereto agrees to cooperate in good faith with the others, and to execute and deliver such further documents and to take all further acts reasonably necessary in order to carry out the intent and purposes of this Agreement and the actions contemplated hereby. All provisions and requirements of this Agreement shall be carried out by each Party as allowed by law.

6.6 Assignment. Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned by Developer or the Owners to any other party, individual or entity (except an approved replacement developer) without assigning the rights as well as the obligations under this Agreement and complying with Paragraph 5.2 above and any other provision herein concerning assignment. The rights of City under this Agreement shall not be assigned, but City is authorized to enter into a contract with a third party to perform obligations of City to operate and maintain any infrastructure improvement so long as such Party adequately and reasonably maintains and operates such facility or improvement.

6.7 Recording. No later than ten (10) days after this Agreement has been executed by City, Developer, and Owners it shall be recorded in its entirety, at Developer's expense, in the Official Records of Washington County, Utah.

6.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

6.9 Notices. Any notice or communication required hereunder between the Parties shall be in writing, and may be given either personally, by overnight courier, by hand delivery or by registered or certified mail, return receipt requested or by facsimile. If given by overnight courier or registered or certified mail, the same shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice is given when delivered to the Party to whom it is addressed. If given by facsimile to the address and number for such Party set forth below (provided, however, that the notice is not effective unless transmission is confirmed and a duplicate copy of the facsimile notice is promptly given by one of the other methods permitted under this paragraph), the notice is deemed to have been given upon receipt by the other Party. Any Party hereto may

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at any time, by giving ten (10) days written notice to other Parties hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the address set forth below:

If to Owners: Toquerville Enterprises, LLC
Attn: Vyonne S. Mendenhall
1701 Duneville Street
Las Vegas, Nevada 89146
Fax No.: (702) 878-4874

Summit-Hurricane Development, LLC
Attn: Heath Johnston
1270 W 1130 S, Suite 145
Orem, UT 84058
Fax No.: 801-764-9874

If to Developer: Summit Development & Management, LLC
Attn: Heath Johnston
1270 W 1130 S, Suite 145
Orem, UT 84058
Fax No.: 801-764-9874

If to City: Hurricane City
c/o City Manager
147 North 870 West
Hurricane, Utah 84737
Fax No: (435) 635-2184

With a copy to: Fay Reber, Esq.
260 West St. George Blvd, #205
St. George, Utah 84770 City of Hurricane
Fax No: (435) 628-7680

6.10 No Third Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the Parties and their assigns, subject to the provisions of Paragraph 5.1 above. No other Party shall have any right of action based upon any provision of this Agreement whether as third party beneficiary or otherwise.

6.11 Counterparts and Exhibits; Entire Agreement. This Agreement may be executed in multiple counterparts, each of which is deemed to be an original. This Agreement consists of twenty-nine (29) pages, and the eight (8) exhibits identified below, which together constitute the entire understanding and agreement of the Parties to this Agreement.

Exhibit "A" Legal Description of Project
Exhibit "B" Preliminary Site Plan

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Exhibit "C" Planning Commission Recommendation of Approval, Application # 2005-71, October 26, 2005
Exhibit "D" City Council Approval, Application # 2005-71, November 3, 2005
Exhibit "E" Secondary Water Plan
Exhibit "F" Development Phasing Table
Exhibit "G" Open Space and Parks Map
Exhibit "H" Road Cross Section Designs

6.12 Duration. This Agreement shall continue in force and effect until all public and private infrastructure improvements in the Project have been constructed and accepted as complete by City and certificates of occupancy have been issued for all buildings and/or dwelling units in the Project; provided, however, that this Agreement shall become null and void if (i) initial construction of the infrastructure in a Development Phase does not begin within five (5) years of the date of this Agreement, or (ii) construction and development cease for a period of ten (10) consecutive years during the term of the Agreement. Upon the happening of either of such events, all approvals or development rights and obligations of City shall lapse unless extended for up to ten (10) years by City's City Council. Upon the termination of this Agreement, the Parties shall, at the request of either Party, execute an appropriate recordable instrument confirming that this Agreement has been fully performed, terminated, or lapsed as provided for herein.

6.13 No Further Exactions. Subject to the obligations of Developer and Owners hereunder, no further exactions shall be required of Developer or Owners by City. Notwithstanding the foregoing, this paragraph shall not be construed to relieve Developer from any dedications or other requirements required by applicable law or ordinance in effect when this Agreement is executed unless otherwise provided in this Agreement.

6.14 Good-Standing; Authority. The Parties warrant and represent as follows:

6.14.1 Developer. Developer hereby represents and warrants to City: (a) Developer is registered business entity in good standing with the State of Nevada; (b) the individual executing this Agreement on behalf of Developer is duly authorized and empowered to bind Developer; and (c) this Agreement is valid, binding, and enforceable against Developer in accordance with its terms.

6.14.2 Owners. Owners hereby represent and warrant to City: (a) Owners are registered business entities in good standing with the State of Nevada; (b) the individuals executing this Agreement on behalf of Owners are duly authorized and empowered to bind Owners; and (c) this Agreement is valid, binding, and enforceable against Owners in accordance with its terms.

6.14.3 City. City hereby represents and warrants to Developer and Owners that: (a) City is a Utah municipal corporation; (b) City has power and authority pursuant to enabling legislation, the Utah Land Use and Development Management Act (U.C.A. § 10-9a-101 et seq), and City's Land Use Ordinances to enter into and be bound by this Agreement; (c) the individual

executing this Agreement on behalf of City is duly authorized and empowered to bind City; and (d) this Agreement is valid, binding, and enforceable against City in accordance with its terms.

6.15 Acknowledgment. By their signatures below, each Owner acknowledges that the respective parcels of property owned by such Owner at the time of execution of this Agreement shall be subject to all of the terms and conditions of this Agreement upon execution of this Agreement by all Parties. City, Developer and each Owner further acknowledge that all rights and obligations of Developer herein shall also mean the right and obligation of each Continuing Owner, except those rights and obligations set forth in Paragraph 5.5 and except as specifically provided otherwise herein.

6.16 Failure to Execute. The failure of any Party named above to execute this Agreement shall not invalidate the Agreement with respect to any of the remaining Parties or the property owned by such Parties at the time of execution; provided the total density and Preliminary Site Plan shall be modified to remove that parcel and the applicable density and infrastructure.

6.17 Concurrency. City desires that the resources, services and facilities needed to support development are available when a Land Use Application is approved. Notwithstanding any provision in this Agreement, City shall not be obligated to approve a Land Use Application if infrastructure and services will not be available in a reasonable time to serve the development contemplated under such application.

6.18 Indemnification. Developer, Owners, and City each agree to defend and hold each other and their respective officers, employees and consultants harmless for any and all claims, liability, and damages arising out of or related to any work or activity connected with the Project, including approval of the Project; performed by a Party, its agents or employees except for willful misconduct or negligent acts or omissions of Developer, Owners, or City, as the case may be, or their respective officers, agents, employees or consultants.

6.19 Default. Failure by a Party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other Party shall constitute a default ("Default") by such failing Party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing Party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Said notice shall specify the nature of the alleged Default and the manner in which said Default may be satisfactorily cured, if possible. Upon the occurrence of an uncured Default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement or may terminate this Agreement. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

6.19.1 Termination. If City elects to consider terminating this Agreement due to an uncured Default by Developer, then City shall give to Developer written notice of City's

intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a Default has occurred and is continuing, and elects to terminate this Agreement, City shall send written notice of termination of this Agreement to Developer by certified mail and this Agreement shall thereby be terminated. City may thereafter pursue any and all remedies at law or equity.

6.19.2 No Monetary Damages Relief Against City. The Parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Developer for any breach thereof except as set forth herein. As such, the Parties agree that specific performance, as may be determined by the court, is the intended remedy for any breach of this Agreement. In the event specific performance is not available as a remedy to Developer for the City's breach hereof, then Developer shall be entitled to pursue any and all remedies at law or equity.

6.20 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Developer for the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

6.21 Enforcement. The Parties to this Agreement recognize that City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance. In the event Developer violates the rules, policies, regulations or ordinances of City or violates the terms of this Agreement, City may, without declaring a Default hereunder or electing to seek an injunction, and after thirty (30) days written notice to correct the violation (or such longer period as may be established in the discretion of City or a court of competent jurisdiction if Developer has used its reasonable best efforts to cure such violation within such thirty (30) days and is continuing to use its reasonable best efforts to cure such violation), take such actions as shall be deemed appropriate under law until such conditions have been rectified by Developer. City shall be free from any liability arising out of the exercise of its rights under this paragraph.

6.22 Severability; Invalidity. If City's approval of the Project is held invalid by a court of competent jurisdiction this Agreement shall be null and void. If any provision of this Agreement shall be held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction or as a result of any legislative action, such holding or action shall be strictly construed. Furthermore, provided the Parties are still able to retain all of the material benefits of their bargain hereunder, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this Agreement shall remain unaffected and this Agreement shall be construed and enforced as if such provision in its original form and content had never comprised a part hereof.

6.23 Force Majeure. Developer shall not be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent

that any such failure is due to causes beyond the control and without the fault or negligence of the Party affected, including, acts of God, acts of the United States Government or the State of Utah, fires, floods, strikes embargoes, wars, terrorist acts or unusually adverse weather conditions. Upon the occurrence of any such cause, Developer shall notify City and shall promptly resume the keeping and performance of the affected obligations after such cause has come to an end.

6.24 Nondiscrimination. Neither City nor Developer nor any Owner, nor the agents, employees, or representatives of any of them, shall discriminate against, segregate, persecute, oppress, or harass one another's agents, employees, or representatives; other developers (including any potential replacement developer); contractor or subcontractor; or the agents, employees, or representatives of any of the foregoing; tenants, owners, occupants or residents, whether actual or potential, or any other person or entity.

6.25 No Waiver of Governmental Immunity. Nothing in this Agreement is intended to, or shall be deemed, a waiver of City's governmental immunity.

6.26 Institution of Legal Action. In addition to any other rights or remedies, any Party may institute legal action to cure, correct, or remedy any Default or breach, to specifically enforce any covenants or agreements set forth in this Agreement, to enjoin any threatened or attempted violation of this Agreement; or to obtain any remedies consistent with the purpose of this Agreement. Legal actions shall be instituted in the Fifth District Court, State of Utah, or in the Federal District Court for the District of Utah.

6.27 Names and Plans. Developer shall be the sole owner of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature developed, formulated or prepared by or at the request of Developer in connection with the Project.

6.28 Annual Review. City may review progress pursuant to this Agreement at least once every twelve (12) months to determine if Developer has complied with the terms of this Agreement. If City finds, on the basis of substantial evidence, that Developer has failed to comply with the terms hereof, City may declare Developer and/or Owners to be in Default as provided in Paragraph 6.19 of this Agreement. City's failure to review at least annually Developer's compliance with the terms and conditions of this Agreement shall not constitute or be asserted by any Party as a Default under this Agreement.

6.29. Amendment of Agreement. This Agreement shall not be modified or amended except in written form mutually agreed to and signed by each of the Parties. No change shall be made to any provision of this Agreement unless this Agreement is amended pursuant to a vote of the City's City Council taken with the same formality as the vote approving this Agreement.

[SIGNATURE PAGE FOLLOWS]

**Exhibit “A”
Painted Hills Collina Tinta
Legal Description of Project**

Painted Hills Collina Tinta
Development Agreement
08-02-06

EXHIBIT 'A'

LEGAL DESCRIPTION

Beginning at the Northwest Corner of Section 4, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence along the Section line South 89°43'42" East 1,688.58 feet; thence South 00°01'00" West 208.71 feet; thence South 89°43'42" East 208.71 feet; thence North 00°01'00" East 208.71 feet to the North Section of said Section 4; thence along said Section line South 89°43'42" East 65.85 feet; thence South 00°00'05" East 405.02 feet; thence North 89°59'55" East 236.70 feet; thence South 32°44'48" East 802.71 feet; thence South 00°13'28" West 1,718.18 feet; thence South 89°52'53" East 2,392.27 feet; thence South 00°17'42" West 560.86 feet; thence South 89°50'57" East 247.50 feet to the East Section line of said Section 4; thence along said Section line South 00°17'41" West 757.13 feet North 89°50'57" West 1319.08 feet; thence South 00°15'32" West 1318.25 feet to the South Section line of said Section 4; thence along the Section line North 89°49'00" West 1318.50 feet to the South Quarter Corner of said Section 4; thence along the Section line North 89°49'00" West 2,636.30 feet to the Southwest Corner of said Section 4; thence along the Section line North 00°14'51" East 1,316.02 feet; thence North 89°45'29" East 1,321.80 feet; thence North 00°14'51" East 1,317.75 feet; thence North 00°11'38" East 2,800.60 feet to the North Section line of Section 5, Township 42 South, Range 13 West, Salt Lake Base and Meridian and running thence along said Section line South 89°46'40" East 1320.18 feet to the point of beginning.

Contains 24,379,912 Square feet or 559.68 Acres

H-3-2-4-4401

H-3-2-4-4201

H-3-2-4-3201

H-3-2-4-215

H-3-2-5-1101

Exhibit "B"
Painted Hills Collina Tinta
Preliminary Site Plan

Painted Hills Collina Tinta
Development Agreement
08-02-06

LEGAL DESCRIPTION

[illegible]

CALVIN & MONA LOWE
(AGRICULTURAL)

CALVIN & MONA LOWE
(AGRICULTURAL)

COLLINA TINTA
PRELIMINARY SITE PLAN
EXHIBIT 'B'

PSOMAS
1173 SOUTH 250 WEST SUITE 308
ST. GEORGE, UTAH 84770
(435) 628-8812 (435) 673-2291 (FAX)

OWNER:
Tougenite Enterprises, LLC
1701 Dunette Street
Luzerne, NY 67146

DESIGNER:
Surrett Development & Management, LLC
1270 E. 11th S, Suite 140
Orem, UT 84058

CIVIL ENGINEER:
PSC&S
220 South New Road
Suite # 110, Provo, UT 84601
(435) 626-6812

DATE _____

Exhibit "C"
Painted Hills Collina Tinta
Planning Commission Recommendation of Approval
Application # 2005-71
October 26, 2005

Michael Snow came forward and stated he is working with the Wilson's on the Autumn Hills project. He said in reading through this ordinance it will make 2/3 of the Wilson property non-developable. He asked what destination resort means?

Mark Owens of Land Mark testing came forward. He stated he is a geologist and has served on the review committee for Sensitive Lands in St George for a couple of years. He indicated that Gerold Pratt asked him to come to this meeting. He indicated there needed to be some definitions in the ordinance for Bluffs, Ridges. He also said the fault line is not defined at this time only inferred. He indicated he felt that a beginning slope of 15% would be reasonable.

Dean McNeill asked Mr. Owens if he would submit his comments in writing?

Kurt Wilson who is also involved with the Autumn Hills project said he is opposed to the ordinance as it is written, because it will severely limit their ability to develop their property on the hill.

Frank Lindhardt asked what the City is trying to accomplish? The developers need to be required to cover up the scarring on the hills so they will want to move off the slopes. Retaining walls and covering up the cuts should be considered our friends. He indicated developers are already required to build to a D-1 zone. He asked what else would be required if they are already building to this requirement. He said the City would need a review committee to administer this ordinance.

Duane Stout came forward to read a letter he and his partners wrote and presented to the Planning Commission concerning this ordinance. The letter requested some changes to the ordinance.

Kathleen McCallister came forward and stated she would not like to see townhomes all along the ridges as on 20th East in Salt Lake City. She said she would like to see us keep the natural beauty that surrounds this area.

Dean McNeill made a motion to close the Public Hearing and open the regular meeting. Mike Jensen seconded the motion. All approved.

Mike Jensen made a motion to continue the Public Hearing for the Sensitive Lands Amendment to the General Plan and the Land Use Ordinance until the City received the maps showing the true 2-foot contours, which will better define what properties will be considered sensitive land. Duane Beecher seconded the motion. All approved.

Gerold Pratt made a motion to close the regular meeting and open the Public Hearing. Vera Hirschi seconded the motion. All approved.

Application #2005-71 Zoning map amendment adding a Planned Development Overlay zone to an existing Single Family Residential 10 (R1-10) base zone. The subject 560-acre property is located south of Painted Hills Unit I, and south of the end of Rlington Parkway (2260 West), on, and east of Sullivan's Knoll, north of a westerly extension of 1300 South, and west of the southerly extension of 1150 West Street. Applicant Toquerville Enterprises.

Bob Britzman came forward and stated this application was continued from the last meeting by the Planning Commission to clarify some items in the Development Agreement. The first being what they consider the Cinder Knoll to be. The applicant was going to present some information on this but it has not yet been seen. The second item is they were going to address the density not allowed by the ordinance. The third item needed was a yield plan, which they have presented in part. Bob stated Staff's summary and recommendation is divided into 3 parts as follows:

A.) PDO rezoning:

Staff believes the Planning Commission can make a reasonable finding that the density proposed complies with the intent of the General Plan, and that the yield plan analysis is adequate. There still may be a conflict with the General Plan policy to leave the Cinder Knoll in an undeveloped state. The applicant should be submitting information to support their position at the meeting. As an option to the Cinder Knoll issue, a condition could be added to the Development Agreement, which specifically precludes development on the Cinder Knoll, with the boundaries of the Cinder Knoll to be determined prior to approving a final site plan / preliminary plan in the area.

B.) Preliminary Site Plan:

The Preliminary Site Plan per Section 10-7-10 D 2b. does not create any vested rights to development. However, its approval as a companion document with the PDO zone does imply some level of acceptance. It is a plan that is not cast in stone and changes will likely occur over time as a result of either applicant or City action. Regardless, in the approval of the Preliminary Site Plan, the Planning Commission should mention that it is contingent on the provisions included in the Development Agreement.

C.) Development Agreement:

The attached "Draft Development Agreement Concepts" exhibit lists those concepts that staff recommends be incorporated into the Development Agreement, in addition to other standard language recommended by the City Attorney. If the Planning Commission agrees with these concepts, your motion should include referral of the Draft Development Agreement Concepts to the City Council for incorporation into the Development Agreement, and signing of the agreement by the applicant before the Council takes final action on the PDO zone.

Mr. Britzman said there are 13 stipulations that will need to be met for the Preliminary Plat approval. He said if any of those 13 stipulations were not met the applicant would need to start over or if there were a substantial change they would need to come back in and start over.

Vyonne Mendenhall came forward and said this is not a new project they are working on. She indicated they have been working on this project since the before the General Plan was formulated with Mr. Jeff Winston. An exhibit as a definition of the Cinder Knoll was handed out, which she said would be included as a part of their development agreement. She said their yield plan specified the density bonuses could be transferred to other property. A traffic study is being done and will be adhered to per the engineers recommendations, which also part of the Development Agreement. She said she could not respond to the 13 items because she did not have that list, but Danny with PSMOS met with Mr. Britzman has that list. He will address each one of those items on the plat but the Preliminary Plats cannot happen until the PDO zoning is in place.

Danny with PSMOS came forward and said they will not be build on top of the knoll. He handed out a copy of a revised yield plan analysis. He asked Mr. Britzman to define "substantial change"?

Jerry Spilsbury came forward and said he has been in the building industry for 40 years and indicate he feels it is reasonable to ask for the ability to move forward with the conditions set.

Duane Beecher made a motion to close the Public Hearing and open the regular meeting. Vera seconded the motion. All approved.

Mac J. Hall came forward and stated they have worked hard to make the PDO work for tonight's meeting.

Bob Petersen said that in the Development Agreement it states they will donate 16 acres for parks. He said he felt there should be a clarification of where those parks will be and the size of each one.

Dean McNeill suggested because of the pending Sensitive Lands Ordinance it puts the Development at a significant risk.

Vyonne Mendenhall said this would not be a problem and it all would be worked out.

Mayor Hirsch called for a point of order because the Public Hearing had been closed and thus the time for public comment was over.

Council John Bramall said he as a City Councilman has not seen anything that would keep him from not being able to approve this subject to approval of the Development Agreement. He said he was not uncomfortable with the PDO because they should be able to meet the requirements for open space and parks, since 240 acres will be golf course and parks.

Gerold Pratt made a motion to recommend approval to the City Council of application # 2005-71, with the recommendation the approval be divided into 3 parts. A.) PDO rezoning: be approved if the City Council finds the exhibit presented on the cinder knoll to be consistent with the General Plan and subject to the approval of a Development Agreement. Vera Hirschi seconded the motion. All approved.

Gerold Pratt made a motion to recommend approval to the City Council for application #2005-71, B.) Preliminary Site Plan contingent on the provisions included in the Development Agreement. Mike Jensen seconded the motion. All approved

Gerold Pratt made a motion to recommend approval to the City Council of application #2005-71, C.) Development Agreement with the staff recommended concepts incorporated into the Development Agreement, and signing of the agreement by the applicant before the Council takes final action on the PDO zone. Mike Jensen seconded the motion. All approved.

Application#2005-73 A preliminary plat in Painted Hills Phase II (Grand Canary Subdivision) for 75 lots on 19.076 acres, located southerly of the extension of 1760 West. Applicant Toquerville Enterprises

Mike Jensen made a motion to recommend approval to the City Council of application # 2005 -73, for Preliminary Plat subject to City Council's approval of the PDO and to the 13 items listed in Staff comments for this application being addressed as well as all other State and City ordinances being met. Bob Petersen seconded the motion. All approved.

Application #2005-74 A preliminary plat in Painted Hills Phase II (Tacora Subdivision) for 43 lots on 15.1 acres located southerly of the extension of 1760 West. Applicant Toquerville Enterprises.

Bob Petersen made a motion to recommend approval to the City Council of application # 2005-74, for Preliminary Plat subject to City Council's approval of the PDO, and the 13 items listed in Staff Comments for this application being addressed as well as all other State and City ordinances being met. Vera Hirschi seconded the motion. All approved.

DISCUSSION of Sensitive Lands Amendment

There was a question asked if we should add a statement to the Sensitive Lands Ordinance that if a superior plan is provided it would be considered?

Exhibit “D”
Painted Hills Collina Tinta
City Council Approval
Application # 2005-71
November 3, 2005



COUNCIL 11-3-05

he objected to several story buildings on the ridges. He asked if the approval tonight is a commitment to the density. Ms. Mendenhall said they would like to get a density credit on this project and transfer the added density to another property. She stated they have not yet completed a full yield analysis.

Where is the drainage going? Mrs. Mendenhall said the development will retain on site according to a hydrology study started by Psomas Engineering. A representative said they will do a 500 year study and retain all but a 10 year storm. He said there will be less water coming down during storms than there is now. They plan to capture storms and put the run off into the detention ponds.

Ethelyn Humphries made a motion at 7:18 p.m. to close the Public Hearing and re-open the regular meeting, seconded by John Bramall. Motion unanimously approved.

Discussion and possible approval of intent to approve a zone change for Painted Hills Phase II from R-1-10 to PDO Overlay

Ethelyn Humphries said it is a nice plan. She said she understands there is a long way to go yet and the developers are working with the City. The development agreement is key and she realizes there are many things that need to be adjusted. She stated she is in favor of the development. Fay Reber said there are many things to go over before the agreement and the plan are finalized.

Bob Britzman said there are basically three different issues with this project. The PDO zone allows the developers to move the overall density around. The plan is the preliminary site plan. This plan is very conceptual. They are waiting for the traffic study to decide on 400 South. Each phase must come back if the PDO is approved. The final site plan will address landscaping issues and design standards. He pointed out that the photographs shown tonight are not part of the application but are an indication of the direction the development is going. The developers are willing to work with staff and attorneys.

Fay Reber recommended that the Council made a motion to the effect that they will adopt the he PDO zoning at such time as the development agreement is approved. The PDO zoning would then be applied when the development agreement is accepted by the Council.

Preliminary site plan does have 14 conditions. The individual subdivision plats must have the PDO zoning to go into effect and that cannot happen until the development agreement is finalized. Every phase will then go through site plan approval.

Fay Reber said the Council could approve the PDO zoning tonight if they feel comfortable enough to do it. He recommended that their motion to approve the zoning should clearly state that the zoning would not take effect until such time as the development agreement is executed and approved.

COUNCIL 11-3-05

Larry LeBaron made a motion to approve the PDO zoning with the understanding the zoning will not take effect until a development agreement is executed and approved by the City Attorney and City Council, seconded by Glenwood Humphries. Motion unanimously approved.

Ethelyn Humphries said she is excited about this approval and this plan. John Bramall stated he would not be in favor of transferring density. Wilbur Jennings warned against density transfers.

Fay Reber said the current proposed development agreement includes language that does allow a transfer of densities to other properties outside this project.

Consideration and possible approval of a preliminary plat for Grand Canary Subdivision located within Painted Hills Phase II - Toquerville Enterprises applicant

Bob Britzman said the Planning Commission recommended approval be given subject to compliance with 14 conditions included in the staff recommendations and subject to approval of the PDO zone change.

Fay Reber said everyone must understand that if an acceptable development agreement is never approved, this approval becomes null and void.

Ethelyn Humphries made a motion to approve the preliminary plat based on the 14 items from the Planning Commission and the legal issues including approval of a development agreement, seconded by Danny Campbell.

Ethelyn Humphries amended the motion to substitute the words "subject to" for the words "based on", seconded by Danny Campbell. Motion unanimously approved.

Consideration and possible approval of a preliminary plat for Tacora Subdivision located within Painted Hills Phase II - Toquerville Enterprises applicant

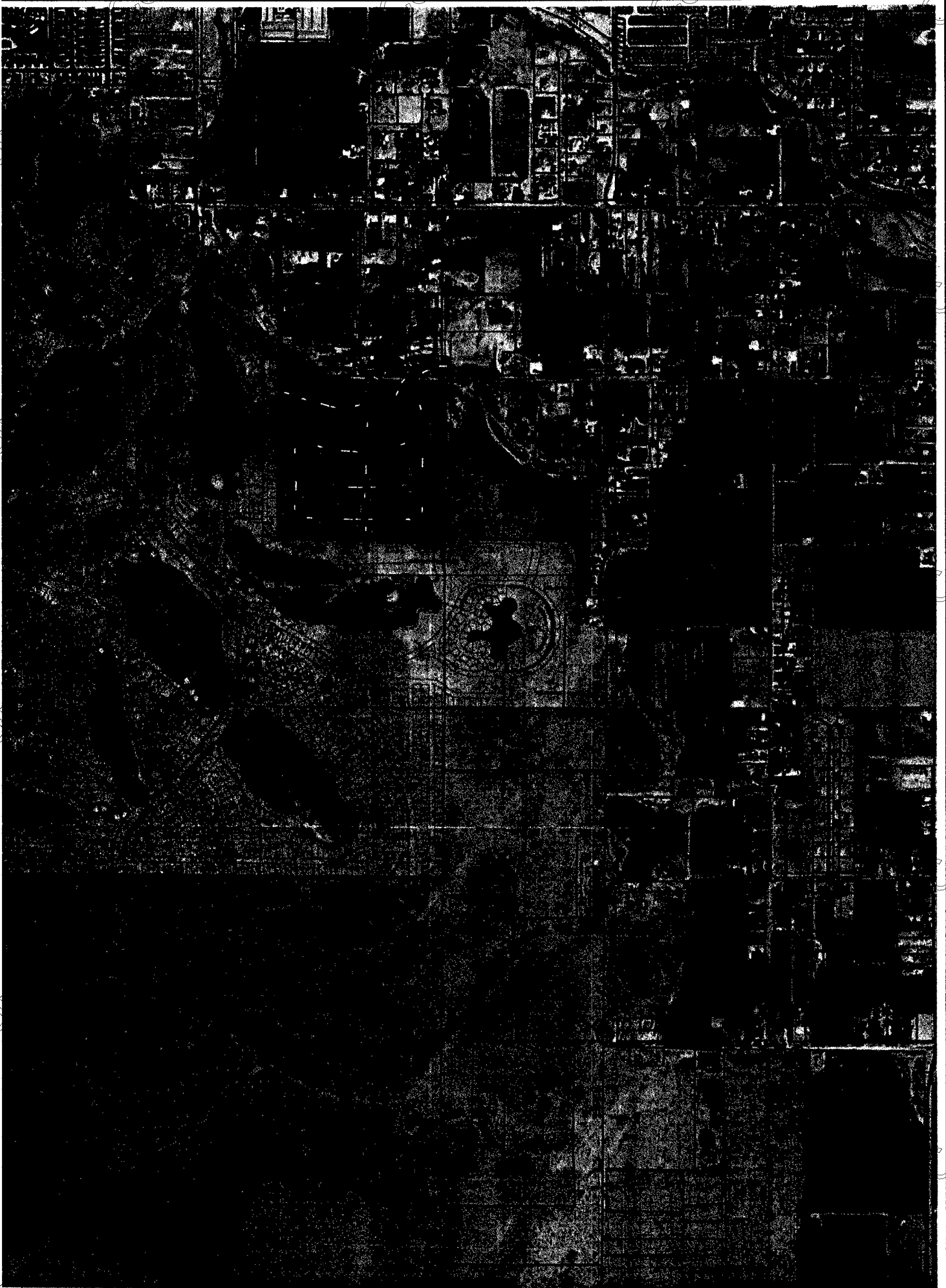
Larry LeBaron made the motion to approve the preliminary plat for Tacora Subdivision subject to the 14 items from the Planning Commission and meeting all legal issues including approval of a development agreement, seconded by John Bramall. Motion unanimously approved.

7:33 p.m. Public Forum. John Klodnicki said the Rotary Club asks for help from other groups within the community to help with their project. This year they organized the parking at the County Fair and received \$4,000 in revenue. In keeping with Rotary Club policy, this money will be given back to the community. He then presented a check from the Rotary Club to the Hurricane City Youth City Council for \$200. Youth Council advisor Deanne Law accepted the check. Clark Fawcett told her he had received a very complimentary letter from the bike racers of the Huntsman Senior Games concerning the break station at the Hurricane City Park manned by Youth City Council members. She invited everyone to come to their meetings on the first and third Mondays at 4:30 pm.

Consideration and possible approval of a resolution Approving the Amended and Restated Interlocal Agreement creating the Utah Local Governments Trust Clark Fawcett explained

**Exhibit “E”
Secondary Water Plan
Painted Hills Collina Tinta**

Painted Hills Collina Tinta
Development Agreement
08-02-06



ption: Total Length 5517

Exhibit “F”
Development Phasing Table
Painted Hills Collina Tinta

EXHIBIT ‘F’

Painted Hills Phasing Table

Total Project Footage/Acreage

24,379,912 / 560 Acres

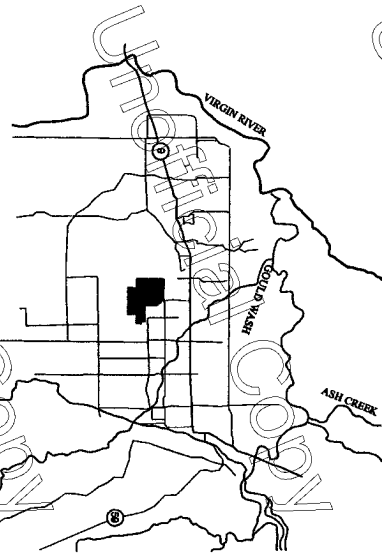
Phase		Sq Footage	Acres	# of Units	Lot Size	Density
Grande Canary	II	828,966	19.0	79	7,500+	3.9
MiraRosa	III	679,211	15.6	54	12,150	2.7
Cortile Corlezione	IV	743,257	17.0	69	7,500+	4.0
Cascata and Cascata Valle	V	1,283,796	29.5	94	9,000+	3.2
MiraCina	VI	1,677,761	38.5	80	10,000+	3.2
Bella Fiore	VII	753,386	17.3	74	7,500+	4.2
Il Ponte	VIII	1,342,679	30.8	125	7,500	4.0
Bella Diamante	IX	389,352	8.9	40	7,500	4.5
Paesino	X	438,536	10.1	37	7,500	3.6
Cortile Ambiente	XI	966,702	22.2	165	3,825	7.4
Modena	XII	847,630	19.5	162	Zero Lot Line	8.4
Siena	XIII	716,208	16.4	128	Zero Lot Line	7.8
Solare Collina	XIV	49,448	3.4	80	Multi Family	23.5
Laguna Reale	XV	209,905	4.8	38	2500+	7.9
MiraValle	XVI	855,203	19.6	100	Multi Family	23.5
Missione Vista	XII	232,839	5.3	96	Multi Family	18.0
Missione Il Nord	XVII	155,910	3.6	48	Multi Family	13.4
Galleria	XIX	667,394	15.3	352	Multi Family	23.0

Exhibit “G”
Open Space and Parks Map
Painted Hills Collina Tinta

**Exhibit “H”
Local Residential Road Design
Painted Hills Collina Tinta**

Painted Hills Collina Tinta
Development Agreement
08-02-06

VICINITY MAP

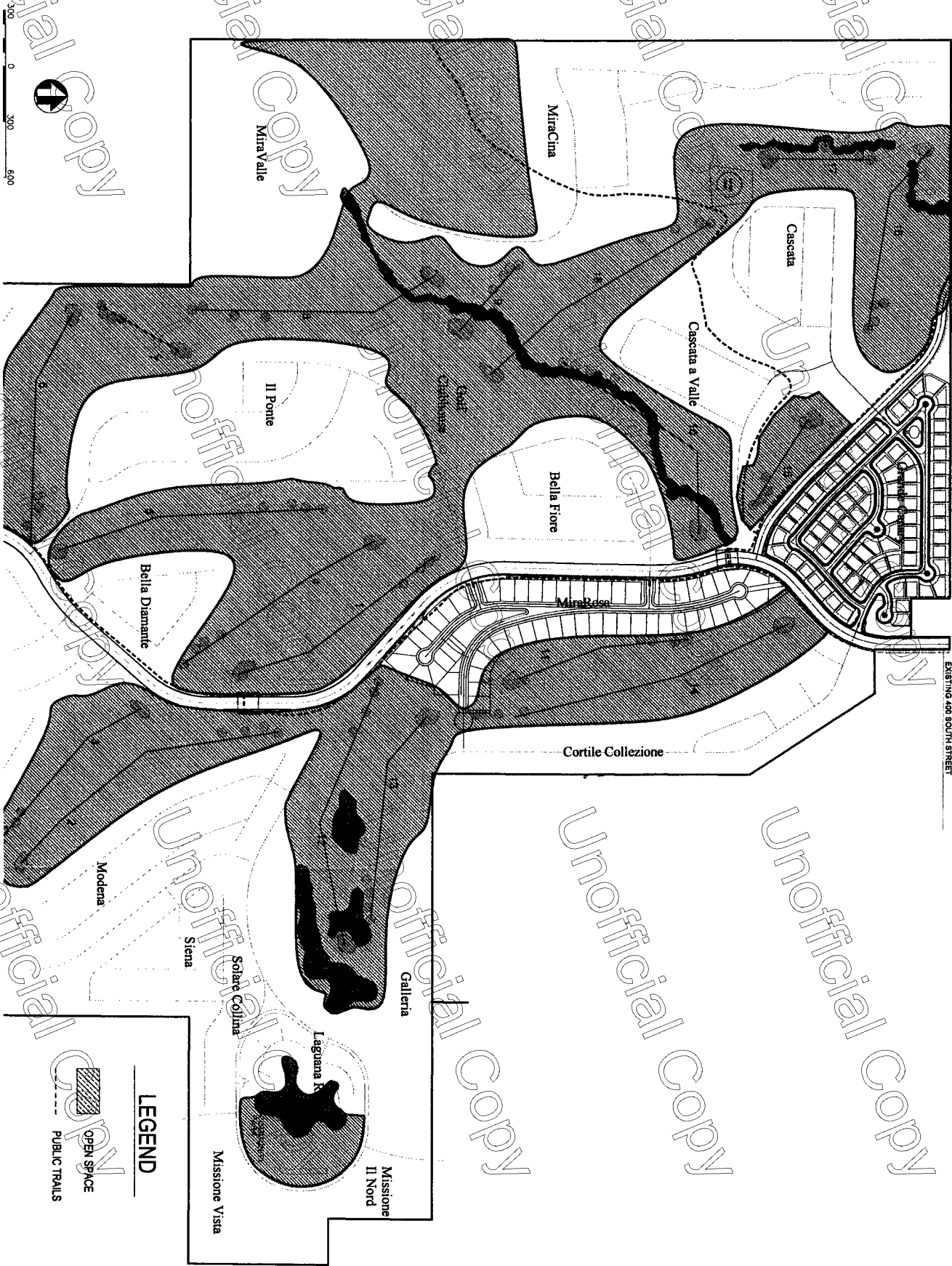


SUMMARY

RLINGTON AND 1760 WEST TRAILS AND OPEN SPACE - 3.8 ACRES
SULLIVANS KNOLL - 27.94
PUBLIC PARK AND POND - 6.5 ACRES
TRAILS AND OPEN SPACE - ± 2 ACRES

NOTES

THIS IS AN EXHIBIT OF PUBLIC TRAILS TO BE CONSTRUCTED THROUGH THE DEVELOPMENT, ENTERING AT 1760 AND MEANDERING SOUTHERLY WESTERLY TO THE TOP OF SULLIVANS KNOLL. THIS IS NOT AN EXACT ALIGNMENT BUT THIS WILL BE COMPLETE BEFORE FINAL PHASE OF DEVELOPMENT.



LEGEND

- OPEN SPACE
- PUBLIC TRAILS

CIVIL ENGINEERS:
PSOMAS
1173 South 250 West
Suite 308
St. George, UT 84770
(435) 628-6912
DEVELOPER:
Summit Development & Management, LLC
1270 W 1130 S, Suite 145
Orem, UT 84058
OWNER:
Toucanville Enterprises, LLC
1000 West 1000 North
Lafayette, CA 94501
Summit Hurricane Development, LLC
1270 W 1130 S, Suite 145
Orem, UT 84058

DESIGNED PSOMAS		CHECKED DBG	
DRAFTED PSOMAS		DATE 10/24/2006	
PROJECT HURRICANE, UTAH		SHEET 1 OF 1	

COLLINTA TINTA
CROSS SECTION EXHIBIT
RLINGTON PARKWAY & 1760 WEST

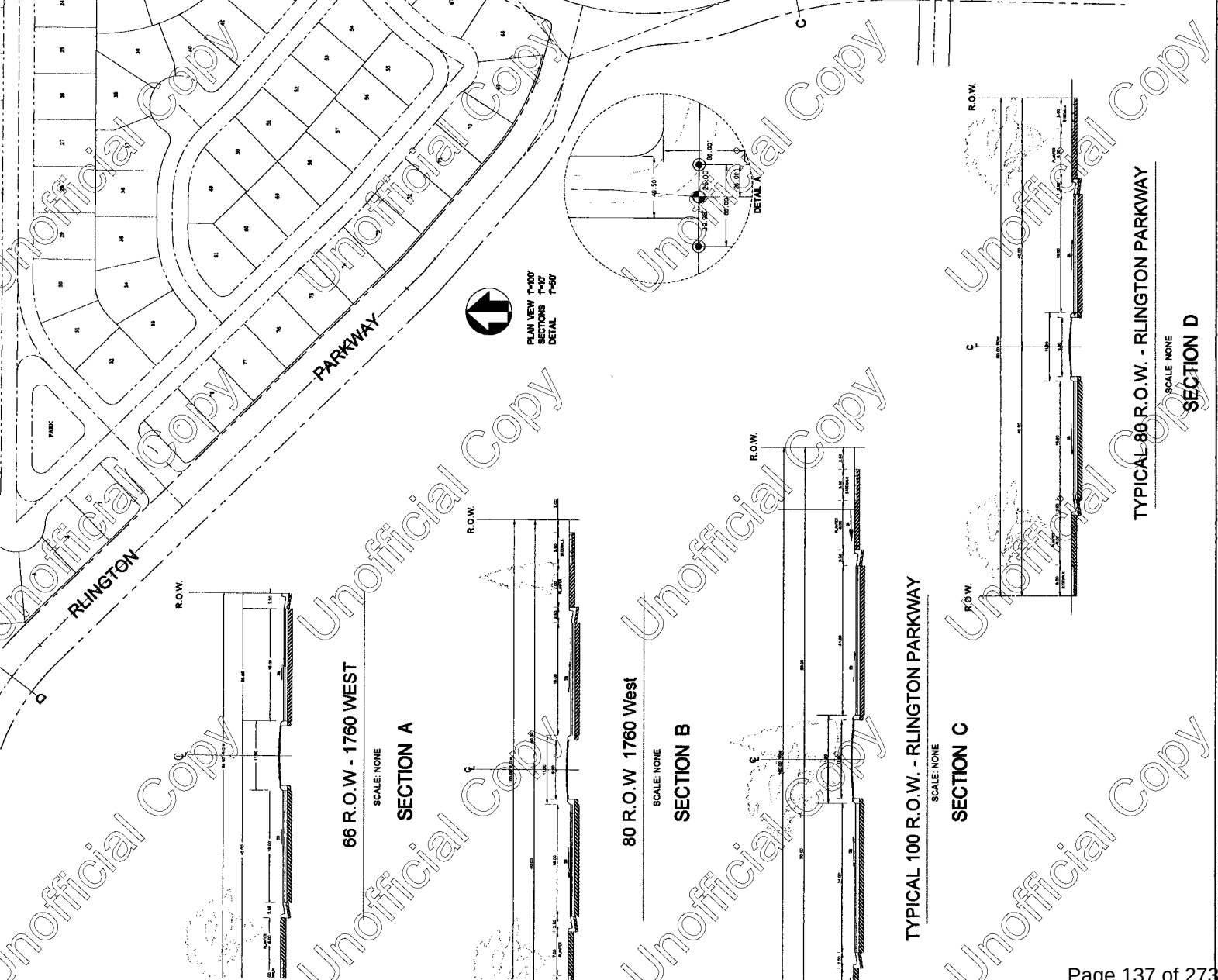
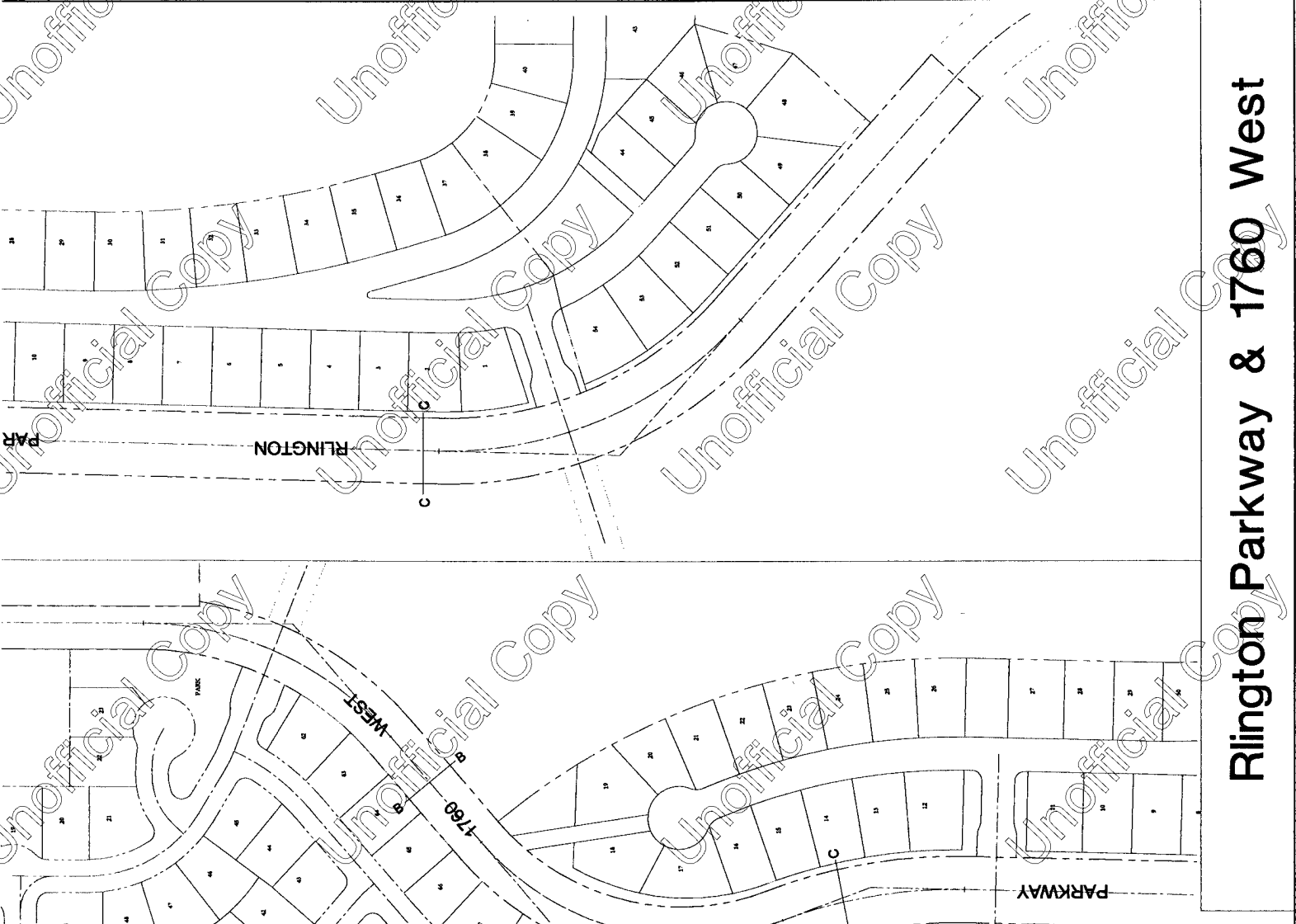
1173 So. 250 West Suite 308
St. George, Utah 84778
(435) 678-6912 (435) 674-0236 (FAX)

PSOMAS

DATE
10/24/2006

SCALE
AS SHOWN

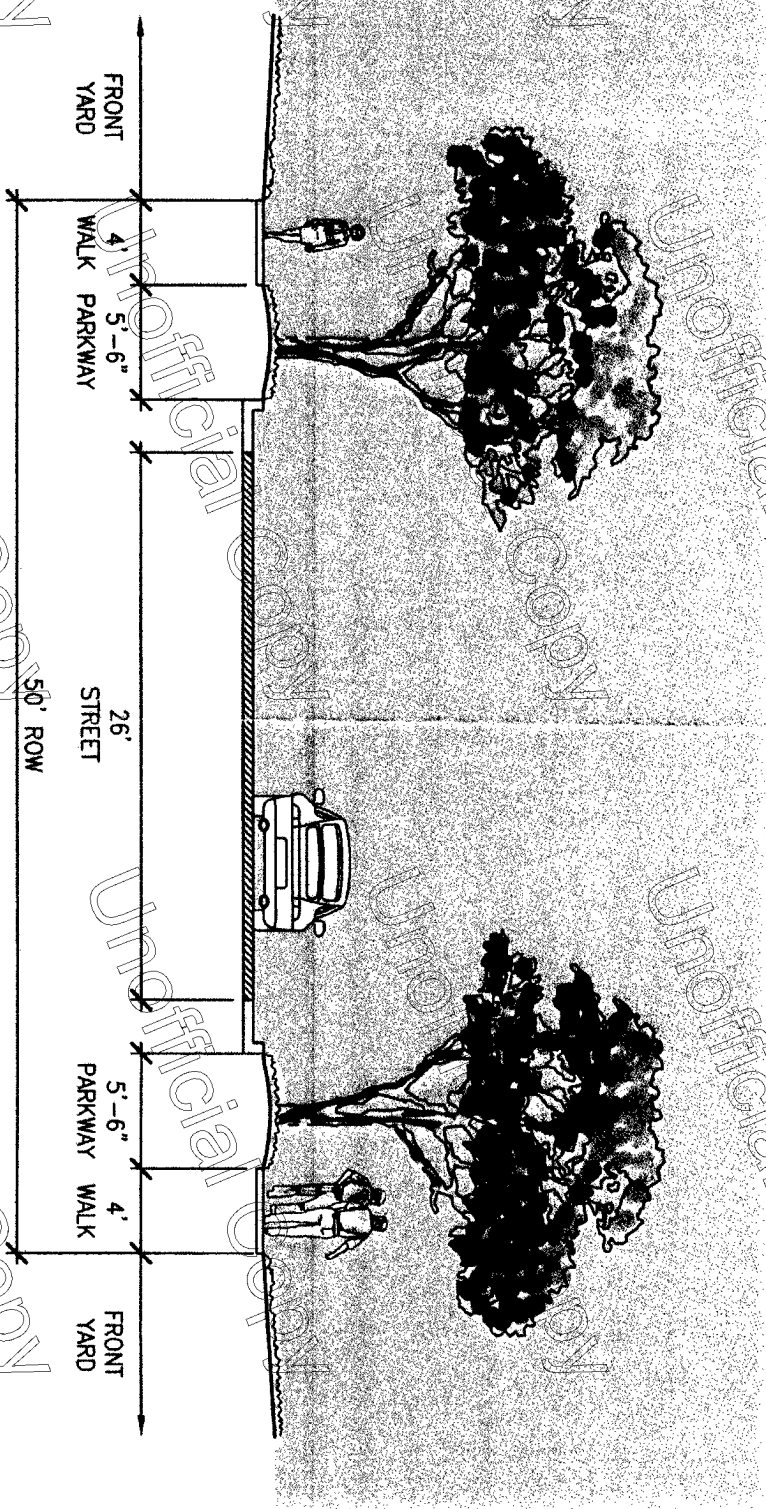
PROJECT
HURRICANE, UTAH



Rlington Parkway & 1760 West



QUERCUS VIRGINIANA

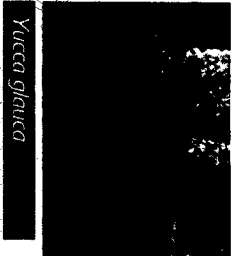


scale: 1/8" = 1'-0"

ollina Tinta
andscape Street Sections

Residential Street

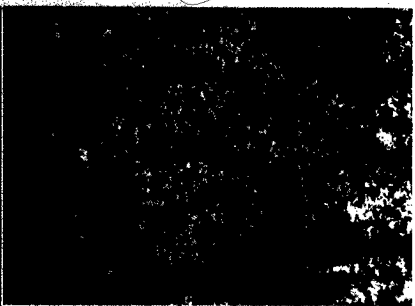
© 2006 Washington County
All Rights Reserved



Yucca glauca



Lagerstroemia indica



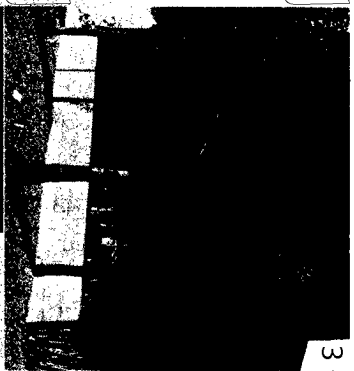
Cupressus glabra Silver Smoke



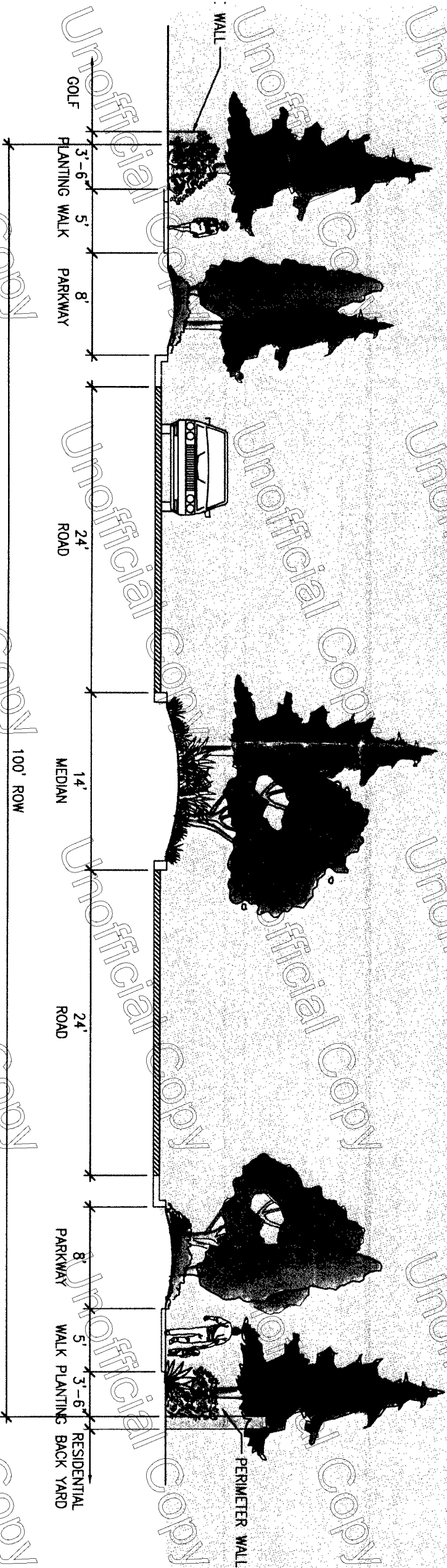
Thuja Green Giant



Spiraea x bumalda Froebelii



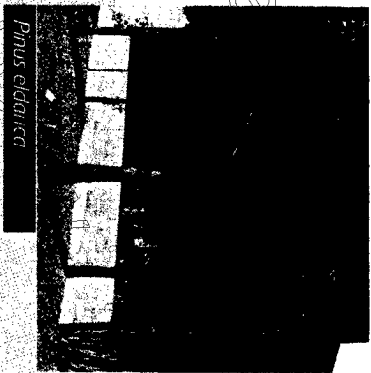
Pinus eldarica



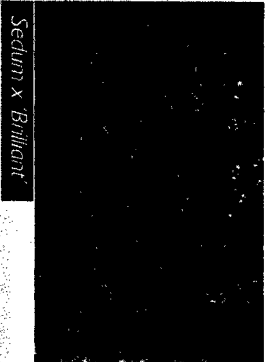
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ollina Tinta
andscape Street Sections

1760 Road



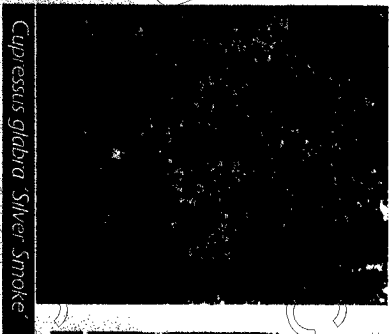
Pinus eldarica



Sedum x 'Brilliant'



Lagerstroemia indica



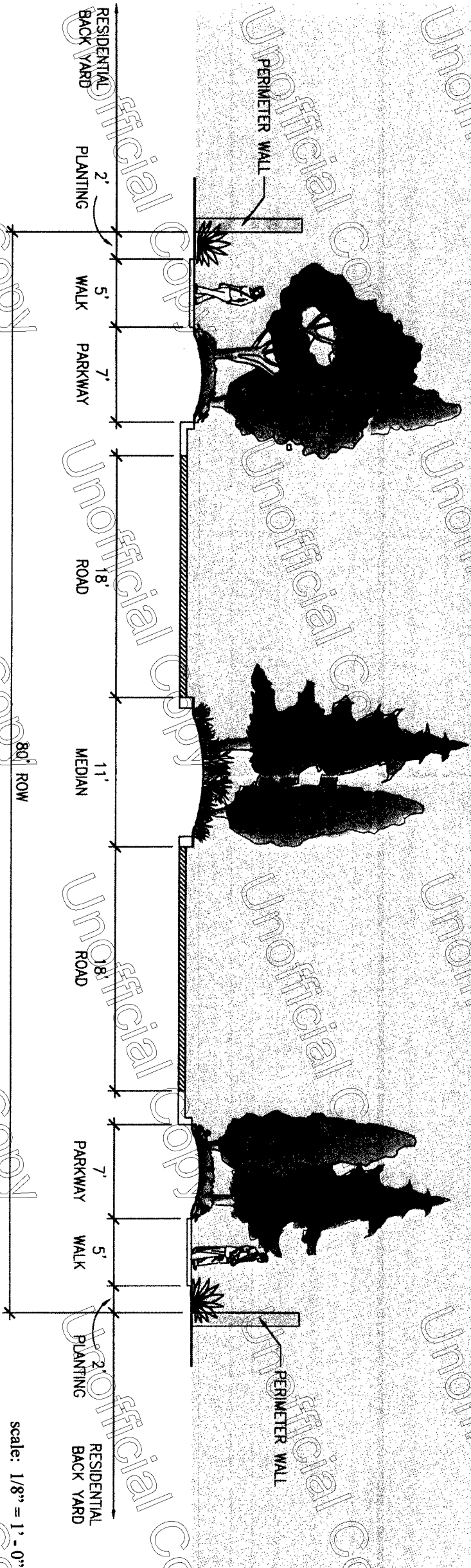
Cupressus glabra 'Silver Smoke'



Thuja 'Green Giant'



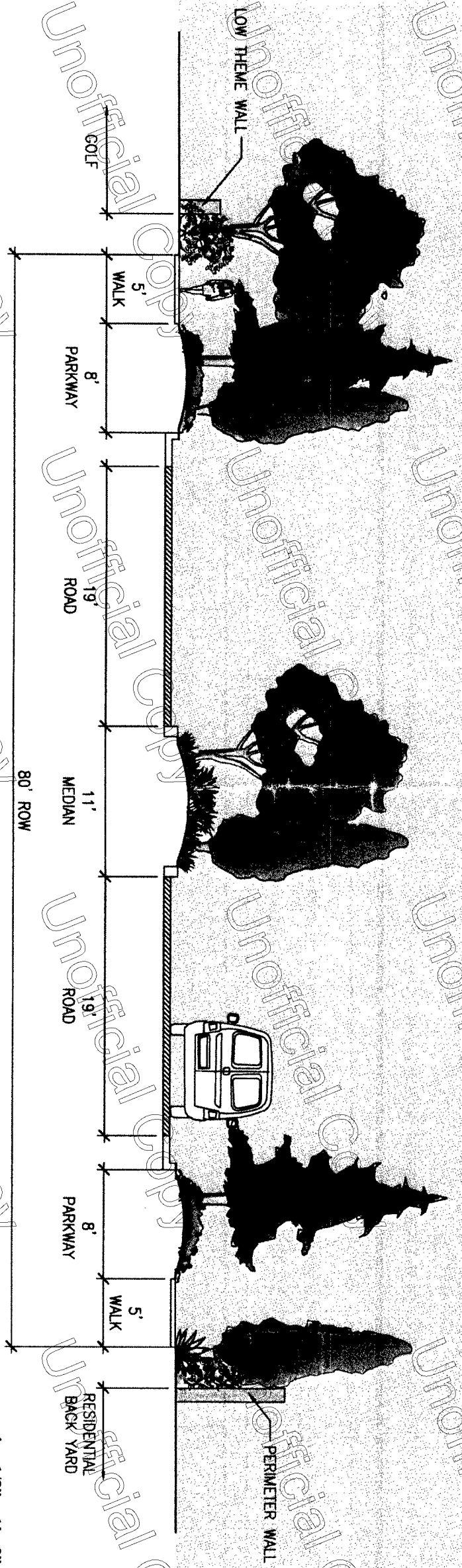
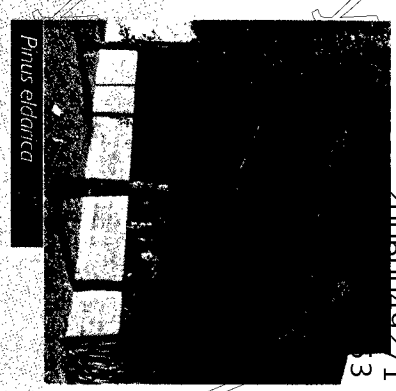
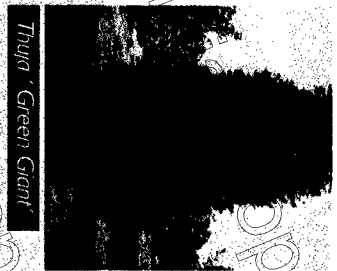
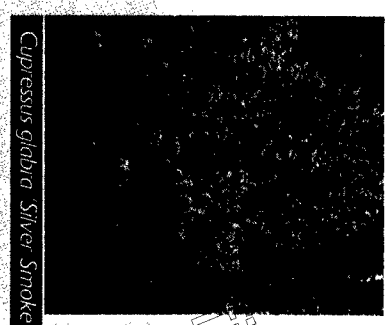
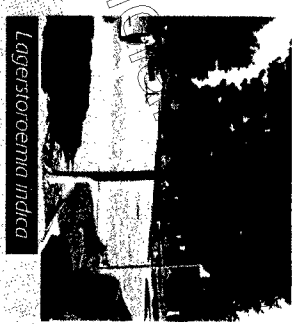
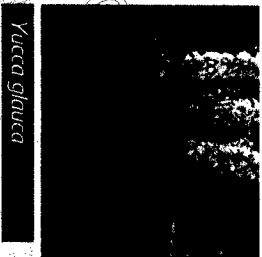
Yucca glauca



ollina Tinta
andscape Street Sections

1760 Road

LANDSCAPE
SECTION



scale: 1/8" = 1' - 0"

ollina Tinta
andscape Street Sections

Rington Road

DESIGN
WALKS

ISSUE/DESCRIP.	DATE
	4-08-2022
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, LLC. Copyright © 2022	

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 Family 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 up 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	
[Light Green Box]	OPEN SPACE, AMENITIES, TRAILS AND PARKS
[Yellow Box]	SINGLE FAMILY - up to 4 DU/acre lots
[Orange Box]	SINGLE FAMILY - up to 6 DU/acre lots
[Red Box]	SINGLE FAMILY - up to 8 DU/acre lots
[Dark Red Box]	TOWNHOME - up to 10 DU/acre
[Purple Box]	MULTIFAMILY - up to 12 DU/acre
[Dark Purple Box]	MULTIFAMILY & RETIREMENT - 12+ DU/acre
[Dark Red Box]	COMMERCIAL

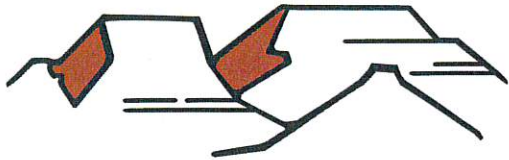
BLACK RIDGE
HURRICANE, UTAH

LAND USE

101

A

LAND USE PLAN
SCALE: 1"=300' 0" NORTH



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY SITE PLAN APPLICATION

For office use only: \$200.00 Fee

File No. 2022-PSP-13

Receipt No. 8-15-138

Name: Sky Mountain Properties Telephone: 435-668-0346

Address: 1173 S 250 W # 204 SAINT GEORGE, UT 84770 Fax No. _____

Email: darwinf08@gmail.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 200 N 2260 W Hurricane, UT

Tax ID of Subject Property: Parcel #: H-3-1-32-1102 Zone District: _____

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

2.9 acres of commercial as Live/Work units and 8.6 acres of residential as 172 Townhomes

This application shall be accompanied by the following:

- ☒ 1. A vicinity map showing the general location of the project.
- ☐ 2. Three (3) copies of a site plan showing:
 - ☐ Topography showing 2' contours, identification of 30% or greater slopes:
 - ☒ The layout of proposed uses.
 - ☒ Location of open space when applicable.
 - ☒ Proposed access to the property and traffic circulation patterns.
 - ☐ Adjoining properties and uses:
 - ☐ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.
- ☒ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities.
- ☒ 4. Tables showing the number of acres in the proposed development and a land use summary, and
- ☐ 5. A phased development plan if applicable.
- ☒ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and the fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

.....
(Office Use Only)

Date Received: _____ Received by: _____

Date application deemed to be complete: _____ Completion determination made by: _____



STAFF COMMENTS

Agenda Date:	5/12/2022
Application Number:	2022-ZC-15 2022-PSP-13
Type of Application:	Zone Change and Preliminary Site Plan Application
Action Type:	Legislative
Applicant:	Sky Mountain Properties
Agent:	
Request:	Approval of a Zone Change and Preliminary Site Plan
Location:	200 N 2260 W
Zoning:	MH/RV on northern third PC on southern portion
General Plan Map:	General Commercial

Update 5/12/2022: The City Council passed the new Planned Commercial ordinance so this item is now moving forward. The primary changes from Planning Commissions recommendation was to measure commercial space by total area and not square footage of building and to add an affordable housing requirement. The following is an analysis of this application based on the approved code. The approved ordinance is included with this item.

Discussion: The applicant is seeking a preliminary site plan for 8.6 acres, containing 172 townhomes. The overall density is 20 units an acre. The property is zoned Planned Commercial which caps density at 15 units per acre unless affordable housing or 40% commercial property is proposed, this application has neither. The northern 2.9 acres are currently zoned MH/RV but they have brought in a zone change to also have that parcel be rezoned to Planned Commercial.

Approval Standards: A decision to amend the text of this title or the zoning map is a matter within the legislative discretion of the city council as described in subsection 10-7-5A of this chapter. In making an amendment, the following factors should be considered:

- 1. Whether the proposed amendment is consistent with goals, objectives and policies of the city's general plan;*
- 2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property;*
- 3. The extent to which the proposed amendment may adversely affect adjacent property; and*
- 4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan maps this area as General Commercial which it defines as:

GENERAL COMMERCIAL: Commercial uses that provide retail, employment and service uses for the City. These developments should be located along major corridors

This area is a mix of General Commercial and Multifamily on the General Plan Map. The applicant wants to put mostly commercial on this property which complies with the General Plan.

As well the General Plan calls for: “1.5. The City encourages commercial development in “walkable” (pedestrian - oriented) centers” This development is within walking distance of several multifamily developments.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property’s vicinity?

Response: Yes. There are commercial and residential uses in the area with townhomes planned to the southeast and commercial farther south near SR-9

3. Will the proposed amendment affect the adjacent property?

Response: Yes. Although development is planned for the area and commercial uses in the area may be beneficial for the nearby residents.

4. Are public facilities and services adequate to serve the subject property?

Response: Public facilities and services are adequate for the property. In addition to utility services, there are commercial and industrial amenities in the area, including some retail, medical services, and industrial job opportunities. JUC had no major concerns.

Staff Comments: Preliminary Site Plan

1. Planned Commercial caps density at 15 units an acre unless 40% of the area is commercial or 10% of the units are affordable housing. This plan has 20 units an acre but neither of these requirements.
 - a. The proposed commercial area is about 25% of the property
2. Setbacks in Planned Commercial are:
 - a. Front: 12 feet in front, 20 feet on corners
 - b. Rear: 10 feet
 - c. Interior side: 10 feet
 - d. Street side: 20 feet
3. Staff appreciates the connectivity of connecting 295 N through from 2260 W to 2170 W
4. City code requires two parking spaces per unit for multifamily developments. It appears that each unit has a garage as well as other parking spaces scattered throughout.
5. Grass in the common areas should be limited. An ordinance to mandate this is before the City Council
6. More amenities should be provided and they should be spread out throughout the development. An ordinance change to mandate this is before the Planning Commission
7. At least the main north-south roadway within this development should be a public roadway. Utility easements will be required for all private roadways
8. The on-street parking is not allowed. An ordinance change to allow this is before the Planning Commission
9. The roadway that connects to 2260 W should line up with the driveway for the future IHC expansion.

Findings:

Staff makes the following findings:

1. The proposed zone change meets the General Plan standards
2. The proposed zone change is generally harmonious with the approved surrounding development
3. The proposed amendment will have an impact on the area, but development is anticipated for the area.
4. The services are currently adequate for the area.

Recommendation: Staff recommends the Planning Commission review this application based on standards with Hurricane City Code. Staff recommends tabling this item until an application compliant with zoning code is provided.

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS 10-11-2 AND 10-15 OF THE HURRICANE CITY CODE UPDATING HURRICANE CITY'S PLANNED COMMERCIAL ZONING.

WHEREAS, Utah code 10-9a allows for Utah municipalities to establish land use regulations; and

WHEREAS, The Hurricane City's General Plan recommends that the City make several changes to the Planned Commercial zoning standards.

WHEREAS, Hurricane City is currently facing a shortage of affordable housing and accessory dwelling units are a way to alleviate some of the shortage; and

WHEREAS, Hurricane City has a goal to encourage economic development and walkable places within the community; and

WHEREAS, the City Council now finds it necessary and desirable to amend said ordinances with regards to Planned Commercial zoning standards in order to provide for the health safety and welfare of the city residents; and

WHEREAS the Planning Commission of Hurricane Utah has recommended making several changes within the following sections of code.

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that Title 10 and Chapters 11 and 15 and the associated sections of the Hurricane City Code be, and is hereby, amended to read as follows:

10-11-2: ZONE PURPOSES:

D. Commercial Zones: Commercial zones provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses vital to the economic base of the city.

4. The purpose of the PC zone is to provide areas of mixed use developments where a combination of destination-oriented business, retail commercial, entertainment, high density housing, and related uses may be established, maintained, and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.

10-15-1: PURPOSE:

See section [10-11-2](#) of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-2: SC10-15-1: PURPOSE:

See section [10-11-2](#) of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

SCOPE:

The provisions of this chapter shall apply to any real property located in a commercial zone as shown on the official zoning map. No building, structure or real property shall be used and no building or structure shall be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, or other laws. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-3: USES ALLOWED:

A. Permitted And Conditional Uses: Permitted and conditional uses allowed within commercial zones shall be as set forth in [table 10-15-1](#) of this section. Permitted and conditional uses are indicated by a "P" or "C", respectively, in the appropriate column. Uses not permitted are indicated by "N". Any use not shown on [table 10-15-1](#) of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection [10-7-18E4](#) of this title.

TABLE 10-15-1**PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES**

	Zones				
Use	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family ⁴	N	N	N	P	P
Dwelling, single-family ⁴	N	N	N	P	N

Dwelling, temporary	N	N	N	N	N
Dwelling, two-family ⁴	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons ¹	P	N	N	P	P
Residential facility for persons with a disability ¹	P	N	N	P	P
Residential facility for troubled youth	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P

Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
Utility, major ³	N	N	N	C	C
Utility, minor ³	P	P	P	P	P
Utility substation ³	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N

Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P
Family child daycare facility ²	P	N	N	P	N
Family child group daycare facility ²	P	N	N	P	N
Family child residential certificate care facility ²	P	N	N	P	N
Family childcare center	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and sales	N	N	C	N	N
Gasoline service station	P	P	P	P	N

Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel	C	P	C	C	C
Kennel, residential	P	N	N	N	N
Laundry or dry cleaning, limited	P	P	P	P	P
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction service	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P

Printing, general	N	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	N	P
Research service	N	P	P	N	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Takeoff and landing of aircraft	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	N	N

Vehicle and equipment rental or sale	N	P	P	N	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	P	P	N	N	N
Wireless telecommunication facility	See section 10-50-5 , table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N
Wholesale and warehousing, general	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.
4. In the area designated as Downtown District on the General Plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 Zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-2 Zone would apply. No new residential uses are permitted.

(Ord. 2016-11, 11-17-2016; amd. Ord. 2017-14, 8-17-2017)

B. Accessory Uses: Permitted and conditional uses set forth in [table 10-15-1](#) of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established. (Ord. 2017-14, 8-17-2017)

3. Accessory uses in commercial zones shall include, but not be limited to, the following:

Accessory dwelling units attached to a commercial permitted use structure or on the same lot and under same ownership as a permitted use structure.

Accessory dwelling units for security and maintenance personnel.

Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

Garages and off street parking areas, subject to applicable standards of chapter 34, "Off Street Parking And Loading", of this title.

Recreational areas and facilities for the use of employees.

Recycling collection stations.

Refreshment stands and food and beverage sales located in uses involving public assembly.

Temporary uses, subject to applicable standards of chapter 48, "Temporary Uses", of this title. (Ord. 2012-8, 10-18-2012; amd. Ord. 2017-14, 8-17-2017)

10-15-4: DEVELOPMENT STANDARDS:

Development standards within commercial zones shall be as set forth in [table 10-15-2](#) of this section.

TABLE 10-15-2

DEVELOPMENT STANDARDS IN COMMERCIAL ZONES

Development Standard	Zones				
	NC	GC	HC	PC	POC
Lot standards:					

Minimum lot area	No requirement	No requirement	No requirement	5 acres (see note 3)	5 acres
Minimum lot width	No requirement	No requirement	No requirement	No requirement	No requirement
Building standards:					
Maximum height, main building ¹	35 feet	35 feet	35 feet	55 feet	55 feet
Maximum height, accessory building	20 feet	20 feet	20 feet	20 feet	20 feet
Setback standards - front yard:					
All buildings ²	20 feet	20 feet	20 feet	12 feet, corner lots 20' feet	20 feet
Setback standards - rear yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet Otherwise: No requirement				
Accessory building					
Setback standards - interior side yard:					
Main building	New building on a lot abutting an existing agricultural or				

Accessory building	residential use: 10 feet Otherwise: No requirement				
Setback standards - street side yard:					
Main building	20 feet	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted

Notes:

1. Except as otherwise permitted by subsection [10-15-7A](#) of this chapter.
2. Except as modified by the provisions of subsection [10-37-12F](#), "Setback Measurement", of this title.
3. An area less than five acres may be zoned for Planned Commercial use if the City Council finds that the zoning meets the following:
 - a. The zone change meets the standards within Hurricane City Code 10-7-7.
 - b. The property is incorporated into an existing commercial or multi-family development, and the proposed change will further the purpose of the Planned Commercial Zone.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-5: REGULATIONS OF GENERAL APPLICABILITY:

The use and development of real property in commercial zones shall conform to regulations of general applicability as set forth in the following chapters of this title:

- A. Design and compatibility standards: See chapter 33 of this title.
- B. Landscaping and screening: See chapter 32 of this title.
- C. Motor vehicle access: See chapter 35 of this title.
- D. Natural resource inventory: See chapter 31 of this title.
- E. Off street parking: See chapter 34 of this title.
- F. Signs: See chapter 36 of this title.

G. Supplementary development standards: See chapter 37 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-6: REGULATIONS FOR SPECIFIC USES:

To the extent that use and development of real property includes any matter encompassed by a regulation for a specific use as set forth in division 6 of this title, such regulation shall apply in addition to the requirements of this chapter and shall prevail over any conflicting provision of this chapter. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-7: SPECIAL REGULATIONS:

A. Increased Height: Notwithstanding the height limitations shown in section [10-15-4](#), table [10-15-2](#) of this chapter a greater building height may be allowed in a commercial zone for a commercial use pursuant to a conditional use permit.

B. Use Within An Enclosed Building: Each use specified in section [10-15-3](#), table [10-15-1](#) of this chapter shall be conducted completely within a completely enclosed building, except for the parking of motor vehicles and services to persons therein.

C. Dust, Odor, Smoke, Noise, And Vibration: Each use specified in section [10-15-3](#), table [10-15-1](#) of this chapter shall be free from objectionable dust, odor, smoke, noise, and vibration.

D. Highway Commercial Zone Location: For property abutting SR-9, the Highway Commercial Zone shall begin at the highway right-of-way line and shall extend a distance of five hundred feet (500') from the State highway right-of-way line.

E. Vendor Carts: Vendor carts, as defined below, are subject to the following definitions, rules and limitations:

10-15-8: Planned Commercial Standards

A. Planned Commercial Developments shall incorporate elements of commercial and residential within each zoned area and development.

B. Mix Use Types: Planning Commercial Developments shall incorporate both commercial and residential uses. The following definitions apply to this section:

- a. Horizontal Mix Use: Development that combines single-use buildings on distinct parcels on a range of land uses in a planned development project.
- b. Vertical Mixed Use: Development that combines different uses in the same building. Commercial or public uses shall only occupy lower levels.
- c. Live/work Unit: A single unit consisting of both a commercial use/office and a residential component that is occupied by the same resident. A Live/work Unit shall not exceed two bedrooms for the residential portion of the unit. A Live/work Unit shall be the primary dwelling of the occupant. Live/work units may only be owner-occupied and cannot be sublet to long-term or short-term renters. The owner-occupied requirement and prohibition of long-term or short-term renters shall be included in a recorded deed restriction prior to or as a condition of final site plan approval.

- C. A preliminary site plan shall be submitted with every zone change to Planned Commercial.
- D. Planned Commercial Developments are subject to the following:
 - a. A minimum of 20% of the development area shall be used for commercial uses listed in table 10-15-1. A minimum of 20% of the development area shall be used for long-term residential use as listed in table 10-15-1.
 - i. The residential versus commercial area shall be calculated based on the intended use of improvements such as buildings, features, amenities, and infrastructure for either commercial or residential needs. Improvements intended to support both residential and commercial shall be calculated based on the percentage of the improvements that will be impacted either by commercial or residential needs. Mix use buildings use percentage shall be calculated in the same manner as calculating area for density.
 - ii. The Preliminary Site Plan shall show general areas and proposed percentages of use. Applicants shall provide final percentages of uses within the final site plan application. Percentage calculations shall be approved by the Planning Commission.
 - b. The Planning Commission may approve a lower percentage of long-term residential use for developments that are adjacent to multi-family development.
 - c. The Planning Commission may approve a lower percentage of commercial use if the project is located within or adjacent to existing commercial property.
 - d. Each project shall have a mixture of residential and commercial use.
- E. Residential Density: The Planned Commercial developments shall not exceed 15 units an acre for residential areas except as stated within this section.
 - a. 40% Commercial Area: Projects that contain a minimum area of 40% for commercial use shall not exceed 20 units an acre for residential areas.
 - b. Affordable Housing: Projects shall not exceed 20 units an acre for residential areas that reserve 10% of given units as Affordable Housing.
 - i. Affordable Housing means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households in Washington County. Housing costs must be affordable based on Housing and Urban Development standards.
 - ii. Duration and requirements of affordability:
 - 1. Affordable rental unit: An affordable rental unit shall remain affordable for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a condition of approval of a Final Site Plan, a deed restriction requiring compliance with this section shall be recorded with the Washington County Recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.
 - 2. Affordable ownership unit: An affordable ownership unit shall be sold only to income-qualified households for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a

condition of approval of a Final Site Plan, a deed restriction requiring compliance with this section shall be recorded with the Washington County Recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.

- c. Residential Areas: Residential Areas shall be calculated based on the following:
 - i. Horizontal Mix Use: Residential areas shall be calculated based on the footprint of residential buildings and sections of buildings, parking, amenities, roadways that primarily serve residential areas and other residential uses.
 - ii. Vertical Mix Use: Residential areas shall be measured by the percentage of space within the building that is used to occupy commercial versus residential. Then the percentage of each use shall apply to the footprint of the building to calculate the area for commercial and residential use. Other residential areas shall be calculated based on the area of use including residential parking, amenities, roadways that primarily serve residential areas and other residential uses.
 - 1. Example: If a two-story building has a building square footage of 10,000 sq. ft. and a 5,000 sq. ft. footprint, and the first floor is completely commercial use and the second floor is residential use, then 2,500 sq. ft. (50% of the footprint of the building) shall count towards the density of residential use.
- d. Live/work Units: Live/work Units as defined in this chapter shall be considered commercial use and shall not count toward the overall density of the project.
- e. Shared Uses: Amenities and parking shall be designed with both commercial and residential uses in mind. Amenities that substantially serve both residential and commercial uses shall count toward residential density areas.
 - i. Parking: Shared Parking must comply with Hurricane City Code 10-34-9.
- F. A development agreement between the city and the applicant may be required by the City Council and executed before the zoning designation shall be effective.

D. Landscaping: Landscaping within a Planned Commercial development shall comply with the following standards:

- 1. Street trees are required for every 50' of frontage. These trees may be incorporated within park strips, landscape buffers, or planter boxes within the right-of-way. The placement of street trees must be approved by the City.
- 2. The applicant shall comply with Hurricane City Standards for landscaping.
- 3. In lieu of a 10' landscaping buffer along the right-of-way frontage for commercial uses, an applicant can provide that space for sidewalks, outdoor dining, and retail space that enhances the neighborhood's walkability. In these areas, street trees shall be required every 50' of frontage.
- 4. Parking lots and parking courts shall remain buffered by a 10' landscape area along the frontage with one tree and three shrubs for every 35' linear feet. Except as set forth in

this chapter, other landscape requirements within Hurricane City Landscaping and Screening Standards shall apply.

E. Off Street Parking:

1. Parking areas shall be designed to allow greater pedestrian connectivity and to limit conflicts between vehicular and pedestrian use.
2. For commercial parking, parking lots shall not be located in front of buildings nearest the right-of-way but shall be contained within parking lots located to the side or behind buildings that front the right-of-way. Commercial buildings may only be located behind parking lots if other buildings are fronting onto the right-of-way.
3. Each building shall provide pedestrian access from the nearest right-of-way to the main entrance of the building with a paved path and marked crossings for private drives.
4. All developments must comply with all other Hurricane Offstreet Parking Standards.

F. Street Design: A Developer or the City may propose different street cross-sections that enhance walkability, street life, outdoor gathering, traffic calming, street parking, and beautification. The City Council may approve a different street cross-section after a recommendation from the Planning Commission.

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED BY THE HURRICANE CITY COUNCIL THIS ____ DAY OF _____, 2022.

Mayor

ATTEST:

City Recorder



COMMERCIAL
2.9 ACRES

295 NORTH

100 NORTH

2260 WEST

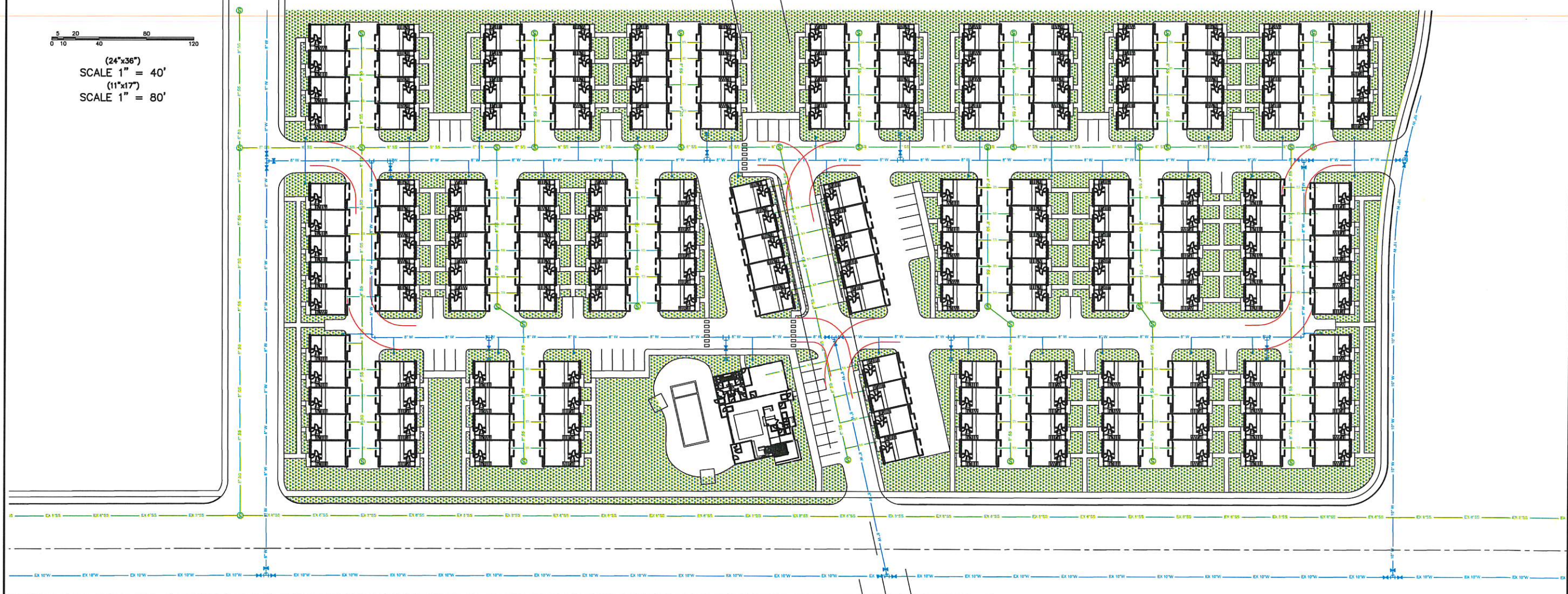
2260 WEST

MAR. 29, 2022
HURRICANE SKY MOUNTAIN
SITE PLAN
8.6 ACRES FOR TOWNHOMES
172 TOTAL TOWNHOME UNITS
(20 UNITS PER ACRE)
344 GARAGE PARKING STALLS
58 SURFACE PARKING STALLS
402 TOTAL PARKING STALLS
(2.3 STALLS PER UNIT)



0 20 40 80 120

(24"x36")
SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'



H-HIP-25-RD
ZONED: M-1

H-HIP-26-RD
ZONED: M-1

NOTE:
-NEW WATER SERVICE: 1 1/2"
-NEW SEWER LATERAL: 4"

OHP
OHP
OHP
OHP

H-3-1-32-1103
ZONED: M-1

ZONED: HC

THESE DRAWINGS, OR ANY PORTION THEREOF, SHALL NOT BE USED
ON ANY PROJECT OR EXTENSIONS OF THIS PROJECT EXCEPT BY
AGREEMENT IN WRITING WITH NORTHERN ENGINEERING, INC.

5	DESIGNED BY:	DATE:
4	DRAWN BY:	DATE:
3	CHECKED BY:	DATE:
2	APPROVED:	DATE:
1	COGO FILE:	DATE:
NO.	REVISIONS	BY DATE REV. COGO FILE:
K:\3-22-013-00 SKY MOUNTAIN TOWNHOMES\CAD\CONCEPT\UTILITY PLAN.DWG 4/1/2022 1:48 PM		



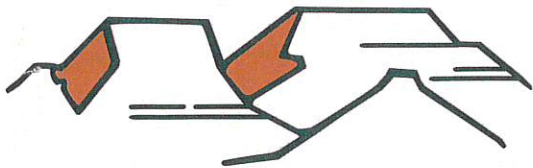
Northern
ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT

1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

HURRICANE SKY MOUNTAIN

UTILITY PLAN
HURRICANE, UTAH

JOB NO.
3-22-013
SHEET NO.
UT-01



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: \$500.00 Fee
File No. 2022-ZC-17
Receipt No. 8-157563

Name: Pecan Valley Holdings LLC Telephone: 435-467-2216

Address: 5183 W 2040 S, Hurricane, UT 84737 Fax No. _____

Email: wyltile@gmail.com Agent Email: bwalker@civilsience.com

Agent (If Applicable): Chris Wyler / Civil Science Telephone: 435-668-4023

Address/Location of Subject Property: 5300 West 2600 South Pecan Valley

Tax ID of Subject Property: H-4138-L & H-4138-E Existing Zone District: A-5

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) RR
Resort Recreation zoning to expand the existing resort zoning to allow for
additional amenities and parking/ boat trailer storage for residences.

Submittal Requirements: The zone change application shall provide the following:

- ☒ a. The name and address of every person or company the applicant represents.
- ☒ b. An accurate 11 x 17-inch property map showing the existing and proposed zoning classifications.
- ☒ c. All abutting properties showing present zoning classifications.
- ☒ d. An accurate legal description of the property to be rezoned.
- ☒ e. Stamped envelopes with the names and addresses of all property owners within 250 feet of the boundaries of the property proposed for rezoning.
- ☒ f. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

Note: It is important that all applicable information noted above along with the fee is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed or an incomplete application could result in a month's delay.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

Date application deemed to be complete: _____ Completion determination made by: _____



STAFF COMMENTS

Agenda Date:	05/12/2022
Application Number:	2022-ZC-17
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Pecan Valley Holdings LLC
Agent:	Chris Wyler/Civil Science
Request:	A Zone Change from A-5 to RR
Location:	5300 W 2600 S
Zoning:	A-5
General Plan Map:	Planned Community

Update 5/12/2022: The applicant requested this item be continued at the last Planning Commission meeting because he could not attend. The applicant indicated to staff he would turn in a new plan that addresses some of staff's concerns but as of this writing nothing has been turned in.

Discussion:

The applicant is seeking to add an additional 18 acres to the already approved Pecan Valley resort. This addition will add parking for boats and RVs as well as approximately 97 additional units for the resort bringing the total number within Pecan Valley Resort to be about 540 units. The applicant has also turned in a preliminary site plan for the entirety of the remaining phases of the development.

	Zoning	Adjacent Land Use
North	A-5	Undeveloped property
East	RR, R1-15	Pecan Valley Resort and Pecan Valley Estates

3. *The extent to which the proposed amendment may adversely affect adjacent property; and*

4. *The adequacy of facilities and services intended to serve the subject property, including, but not limited to, roadways, parks and recreation facilities, police and fire protection, schools, stormwater drainage systems, water supplies, and wastewater and refuse collection.*

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?

Response: The General Plan Map shows this area as Planned Community which it defines as: *Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development.*

Generally the City has been supportive in the past of allowing Recreation Resort in the Planned Community section of the General Plan Map. The General Plan also encourages the City to take advantage of our “unique location” to attract tourists.

Hurricane is in a unique location with close proximity to several national and state parks and a celebrated network of mountain biking trails. Capitalizing on this national and state-wide trend will have huge economic benefits and can create hundreds of jobs each year. (Hurricane City General Plan, 2021, p. 50)

and

OUR ECONOMY VISION

In 2030, Hurricane has a strong and resilient economy that is supported by a variety of industrial and manufacturing, recreational tourism, local businesses, and healthcare facilities with employment opportunities that offer living-wage jobs. While there are many opportunities for living-wage jobs, and the City’s downtown has activities, dining, and retail for residents, employees, and visitors to enjoy, the City maintains a small-town feel.

THIS MEANS:

- » *Creating more opportunity for living-wage jobs*
 - » *Capitalizing on local tourism industry to bring in new strings of revenue*
 - » *Creating vibrant public places downtown for residents and visitors to gather*
 - » *Encouraging development of a new health care facility*
 - » *Encouraging more restaurants, bars, and retail options*
- (Hurricane City General Plan, 2021, p. 53)*

Though staff would recommend not to open up every area for resort or short term rentals, finding appropriate spaces for resorts likely would add to the local economy of Hurricane.

Recreation Resort zoning can also serve as a residential use. People who buy or rent a unit within the zone are able to occupy the unit long term, whereas commercial settings, motels and hotels, are not allowed for long-term renters. Recreation Resort zoning allows for up to 15 units an acre.

This area is currently zoned A-5, agricultural one unit per 5 acres, there are many agricultural uses and larger homesteads in the area. The General Plan says: *1.1. Hurricane encourages the preservation of farms and open pastures that recall the agricultural heritage of Hurricane and help provide a sustainable local food source.* A buffer area between agriculture and resort use would be appropriate but is not provided by this plan.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?

Response: Most of the area is agriculture, undeveloped, or other phases of Pecan Valley Resort.

3. Will the proposed amendment affect the adjacent property?

Response: The proposed zoning will have an impact on the surrounding property. Less so than the overall development but the impact will be felt as the high density resort moves further into the agricultural area.

4. Are public facilities and services adequate to serve the subject property?

Response: Services are currently inadequate but the applicant is currently working to get utilities to the property. significant off-site improvements are required.

Other Considerations:

Per Hurricane City Code Recreation Resorts 10-26-5:

B. In addition to the items required by 10-7-7, the City shall consider the following criteria in assessing any zone change application.

- 1. General Plan Map: Recreation Resort Zoning shall be located in Commercial, Planned Community, Mixed Use, or Multi-Family areas as labeled by the General Plan Map.*
- 2. Recreation Resort Zoning shall avoid clustering in a single location, and should be limited in size relative to the commercial or multi-family zoned area. Only in rare cases should a recreation resort zone exceed 20 acres.*

3. *Recreation Resort Zoning shall only be located adjacent to Major Collectors, Minor Arterials, or Major Arterial Roads.*
4. *Recreation Resort Zoning should help add to the commercial viability of an area within commercial areas listed in the General Plan Map. It may do this by adding commercial amenities, tourism, or renewed development of an area.*
5. *Recreation Resort Zoning should not conflict with long term housing and moderate income housing needs of an area. Recreation Resort Zoning should not be located in places where multi-family housing could be built that would have easy access to public amenities and services, such as schools, parks, and utilities.*

1. The property is located in the Planned Community portion of the General Plan Map
2. Even without this addition Pecan Valley Resort already exceeds 20 acres and is the largest development in the area
3. There are no master planned roadways adjacent to this property. The nearest master planned roadway is 5140 W which is a minor collector
4. Not applicable
5. This property does not have easy access to public amenities and services. While multifamily may not be ideal on this property, long-term residential could be, as is planned to the southeast.

Vacation Rentals

The city has 4757 vacation rentals built or approved in the past few years. The vast majority of these approved units have not been built yet so their effect on the local economy, housing market, and community at-large have yet to be fully felt or realized. Generally, staff would not recommend the approval of any more vacation rentals unless some amenities or other attractions are included in the proposal. The property's location within the already approved Pecan Valley may satisfy that, however other considerations like property location and density should be taken into account.

Recreation Resort Zones	
Development	Approved Number of Units
Bash Resort	353
Copper Rock	774
Coral Canyon	140
Cordero	148
Desert Sands	354

Horseman's Edge	15
Marla	121
<i>Pecan Valley</i>	<i>540 (if approved)</i>
Sand Hollow	702
Sand Hollow Gateway Resort	885
Sand Hollow Mesa	707
Zion Hub	37
Zion Village	89
Total	4865

Preliminary Site Plan Review

Applicant has submitted a site plan for phases 6-11 of Pecan Valley Resort which includes the rezoned area.

JUC Comments:

Power: Dixie Power area. Still waiting on off-site improvements. Probably will have enough capacity when they get to this part

Water: Need an updated water model. Water is in the area but could be limited with this increase.

Streets: Traffic flow on Turf Sod Road concerns. Need a road through to Dixie springs.

Sewer: A lot of off-site sewer that will be needed for this property. May need a regional lift station.

Engineering: A lot of impact out there. Access issues, we will need a road punched out to Turf Sod Road. We need improvements to the western end of Washington Dam Road, it should all be paved.

Fire: Water supply and access

Gas: No concerns.

Staff Comments:

1. **Density:** The density is about 5.3 units per acre for the zone change area, 6.75 units per acre for the whole area. Density cap is 15 units per acre in RR zoning
2. **Parking:** Per HCC 10-26-6:

E. Off street parking: Parking shall comply with the following standards.

1. *Within recreational resorts, an application shall provide two parking spaces per unit or one space per bedroom, whichever is higher. Tandem parking spaces are permitted only if approved as part of the preliminary site plan by the Planning Commission.*

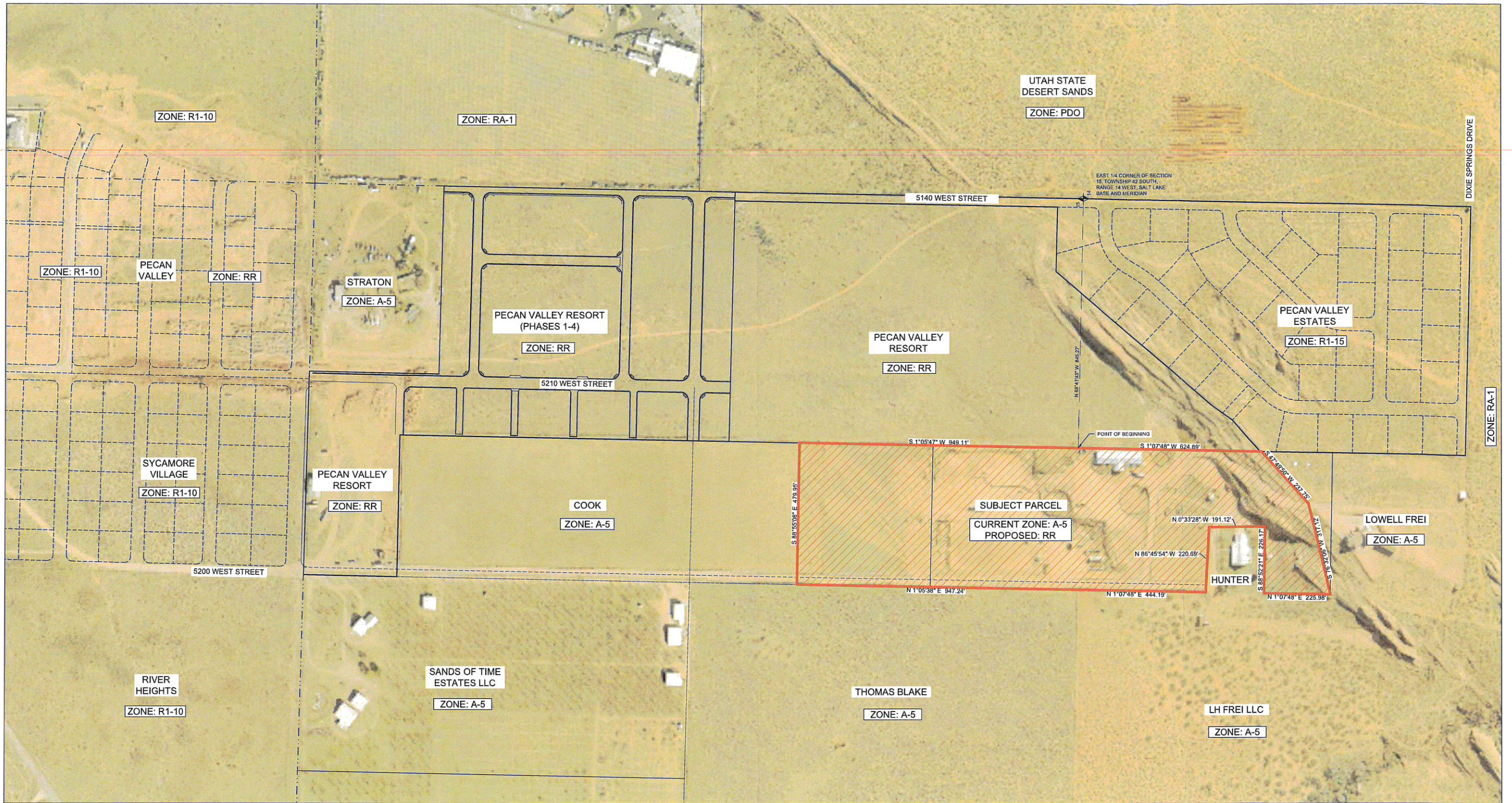
- 2. RV and Trailer Parking: An applicant shall provide sufficient parking areas for RV's and trailers. A minimum of one RV/trailer parking space shall be provided for every 5 units.*
 - a. More information is required but one would presume all of these units will have garages to fulfill part 1's requirement
 - b. 100 RV/boat stalls are provided which is sufficient for this phase of the development.
3. **Amenities:** Per Hurricane City Code 10-26-4: 3 clubhouses with 3500 sq ft of total non office space and 5 pools of at least 3000 sq ft total are required. Earlier phases of Pecan Valley Resort provided at least 2 clubhouses and 2 pools. As well:
 - a. *These amenities should be centrally located and have walking trails or sidewalks for access. Where applicable, multiples of amenities should be placed throughout the property to ensure equitable access.*
 - b. With these newer phases the amenity areas are now clustered towards the north end. Staff would recommend another amenity area be located near the southern end
4. A table providing the percentage of building coverage should be provided
5. The southernmost roadway running east-to-west creates a double-fronted lot in Pecan Valley Estates. Double fronted lots are not permitted by city code

Findings:

Staff makes the following findings:

1. The application only partially meets the standards set by the General Plan and the General Plan Map.
2. Generally, the uses are harmonious with some but not most of the surrounding development.
3. The proposed amendment will have an impact on the area.
4. Services are currently inadequate to serve the area and proposed project but plans are already in motion to get services near this property.
5. The application does not meet many of the requirements of rezoning a property to Recreation Resort
6. The Preliminary Site Plan provided is missing some key items required in the Recreation Resort zone

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and considers residents' comments. Staff would recommend denial of this zone change.



PARCEL H-4138-E & H-4138-L
COMBINED LEGAL DESCRIPTION

BEGINNING AT A POINT N 88°41'43" W 845.27 FEET ALONG THE CENTER SECTION LINE OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE EAST QUARTER CORNER OF SAID SECTION 15, POINT BEING ON THE WEST LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210017450, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 1°07'48" W 624.89 FEET ALONG SAID LINE, TO THE NORTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20220015183, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, THENCE ALONG SAID PARCEL THE FOLLOWING TWO (2) COURSES, (1) S 47°48'50" W 237.75 FEET, (2) THENCE S 76°32'00" W 317.12 FEET, TO A POINT ON THE EAST 1/16TH LINE OF SAID SECTION 15, THENCE N 1°07'48" E 225.98 FEET ALONG SAID LINE, TO THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20170050011, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES, (1) S 88°55'08" E 225.17 FEET, (2) THENCE N 0°33'28" W 191.12 FEET, (3) THENCE N 86°45'54" W 220.69 FEET, TO A POINT ON THE SAID EAST 1/16TH LINE, THENCE N 1°07'48" E 444.19 FEET ALONG SAID LINE, TO THE CENTER EAST 1/16TH CORNER, THENCE N 1°05'38" E 947.24 FEET ALONG THE EAST 1/16TH LINE OF SAID SECTION 15, TO THE SOUTHWEST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20140011173, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER, THENCE S 88°55'08" E 479.95 FEET ALONG THE SOUTH LINE OF SAID PARCEL, TO A POINT ON THE WEST LINE OF SAID PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210017450, THENCE S 1°05'47" W 949.11 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

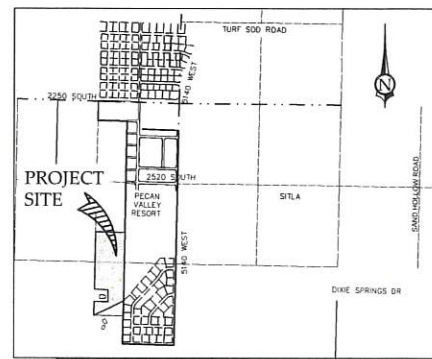
CONTAINS 18.09 ACRES MORE OR LESS

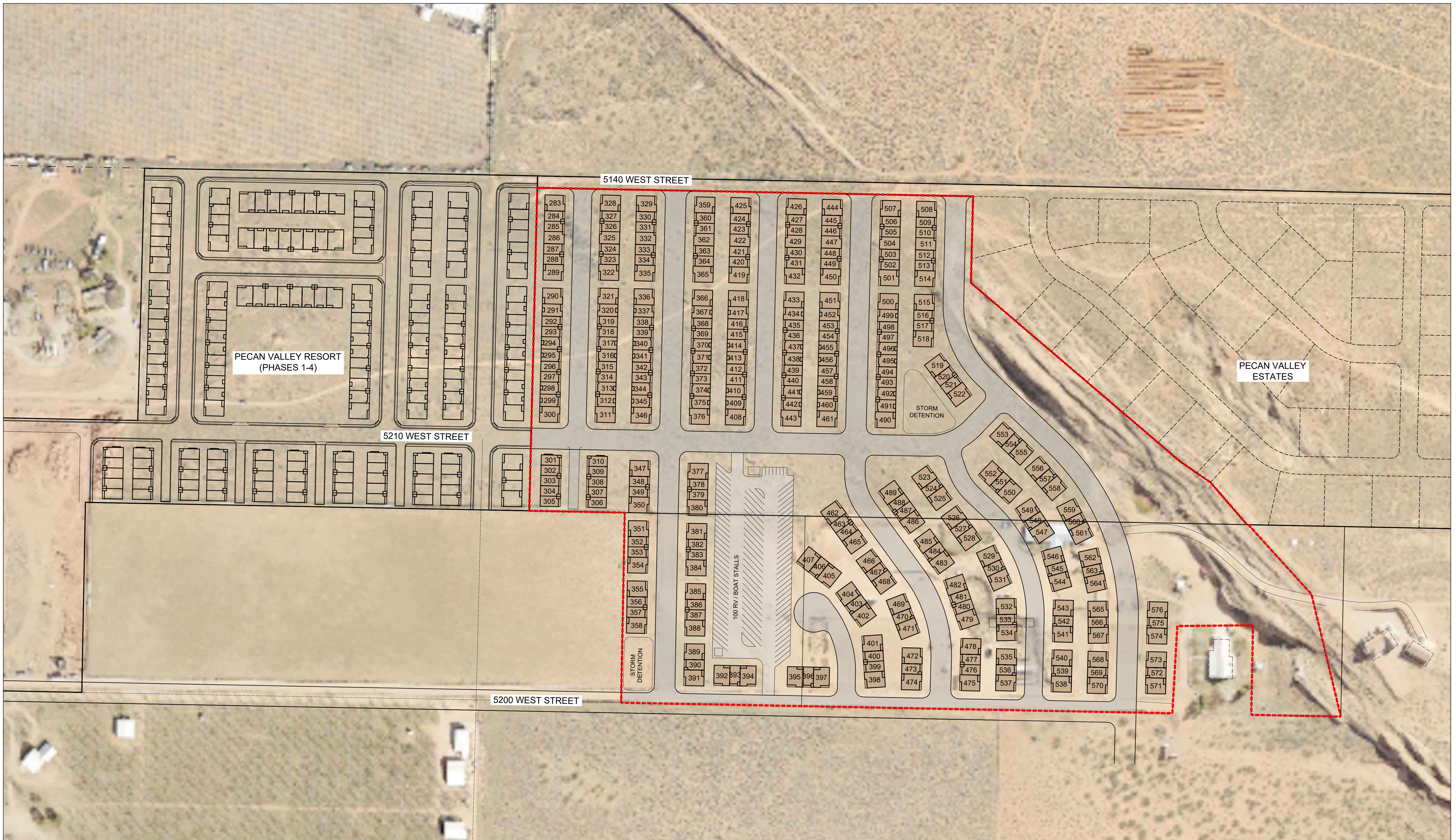
PECAN VALLEY HOLDINGS LLC
5183 W 2040S
HURRICANE, UT 84737
CHRIS WYLER
WYLITILE@GMAIL.COM

ZONE CHANGE EXHIBIT
RESORT RECREATION
PECAN VALLEY

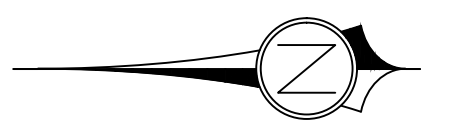
4/11/2022

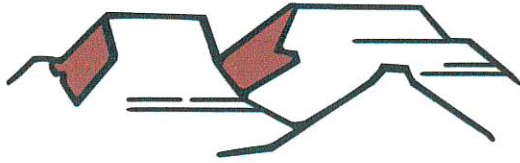
CivilScience
Engineers | Surveyors | Solutions
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100





- 295 TOWN HOME UNITS
- 43.7± ACRES
- DENSITY: 6.75 D.U./ACRE
- RESORT RECREATION ZONING





PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY SITE PLAN APPLICATION

For office use only: \$200.00 Fee

File No. 2022-PSP-14

Receipt No. 8-157205

Name: Smoothie Kings Holdings LLC Telephone: (435) 705-4474

Address: 1173 South 250 West St. George Fax No. N/A

Email: DAVENASAL@gmail.com Agent Email: PREMIER.DESIGN.ERIK@yahoo.com

Agent (If Applicable): PREMIER DESIGN Telephone: (435) 313-2267

Address/Location of Subject Property: ASH CREEK DR & SAND HOLLOW RD.

Tax ID of Subject Property: H-4-Z-11-241 Zone District: PC

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) TOUHHOME PROJECT
WITH 164 UNITS ON 14.3 ACRES, REMAINING 4.02 ACRES TO BE COMMERCIAL

This application shall be accompanied by the following:

- ☒ 1. A vicinity map showing the general location of the project.
- ☒ 2. Three (3) copies of a site plan showing:
 - ☒ Topography showing 2' contours, identification of 30% or greater slopes;
 - ☒ The layout of proposed uses.
 - ☒ Location of open space when applicable.
 - ☒ Proposed access to the property and traffic circulation patterns.
 - ☒ Adjoining properties and uses;
 - ☒ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.
- ☒ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities.
- ☒ 4. Tables showing the number of acres in the proposed development and a land use summary; and
- ☒ 5. A phased development plan if applicable.
- ☒ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and the fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application could result in a month's delay.

Date Received: 04.05.2022 (Office Use Only) Received by: Brienna Spencer
Date application deemed to be complete: _____ Completion determination made by: _____

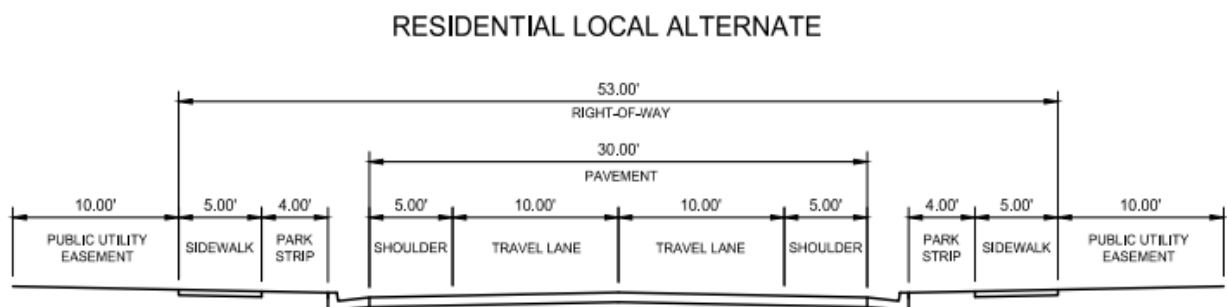
Agenda Date:	5/12/2022
Application Number:	2022-PSP-14
Type of Application:	Preliminary Site Plan Application
Action Type:	Administrative
Applicant:	Smoothie Kings Holdings LLC
Agent:	Premier Design
Request:	Approval of a Preliminary Site Plan
Location:	The corner of Ash Creek Dr and Sand Hollow Road
Zoning:	PC
General Plan Map:	Planned Community

Update 5/12/2022: The City Council passed the new Planned Commercial ordinance so this item is now moving forward. The primary changes from Planning Commissions recommendation was to measure commercial space by total area and not square footage of the building and to add an affordable housing requirement. The following is an analysis of this application based on the approved code. The approved ordinance is included with this item.

Discussion: The applicant is seeking a preliminary site plan for 18.32 acres, containing 164 townhomes. The overall density for the residential area is 11.5 units per acre. The property is zoned Planned Commercial which caps density at 15 units an acre unless 40% of the area is dedicated for commercial or 10% of the units are deed restricted affordable housing units. This plan is for the most part compliant with the new restrictions on the Planned Commercial zoning. This property was proposed for a zone change to Recreation Resort last year but the application was tabled and then withdrawn.

The applicant will need to change the name of the project because there is already a Sand Hollow Townhomes development within the City.

2. The applicant is reserving 22% of the property for future commercial use. The applicant has not proposed what the commercial uses will be. Planned Commercial restricts commercial uses to uses that are compatible with adjacent residential uses. Placing the commercial area along Sand Hollow Road is the logical placement for the commercial area.
3. Setbacks in Planned Commercial are:
 - a. Front: 12 feet, 20 feet on corner lots
 - b. Rear: 10 feet
 - c. Interior side: 10 feet
 - d. Street side: 20 feet
4. City code requires 2 parking spaces per unit for multifamily developments. This plan appears to meet this standard. The applicant is proposing two-car garages plus driveways.
5. There will need to be pedestrian access to the commercial area and to all amenities. There is also a major trail system planned for Sand Hollow Road and Turf Sod Road, and proper pedestrian connection to both of these amenities should be planned and provided.
6. The street parking areas proposed are currently not permitted. An ordinance to change this is before the Planning Commission.
7. Grass in the common areas should be limited. An ordinance to mandate this is before the City Council
8. Staff appreciates the provided amenities. None are currently required.
9. The applicant will need a working second access once the development has 30 units, this will likely be needed within the first phase of the development. 4600 W should connect through the southern property
10. There needs to be a road through the middle of the property running north-south The block lengths are over 800 feet. The Western roadway should also stub to the southern property to provide connection to the Planned Commercial Zoning located in that section.
11. The new proposed code requires street trees every 50' of frontage. In areas, without park strips, they may be placed in other landscape areas along the roadway (front yards of the townhomes). These trees will count toward the requirement of one tree for every unit. However, staff would recommend that applicants build out most roads to the proposed alternative cross-section to allow for a park strip and street trees which will help enhance the walkability of the neighborhood.



12. The applicant will need to add improvements to Ash Creek Drive and ensure it is up to Hurricane City Standards.

Recommendation: Staff recommends the Planning Commission review this application based on the standards with Hurricane City Code. Staff recommends approval of this application subject to the conditions listed within this report.

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS 10-11-2 AND 10-15 OF THE HURRICANE CITY CODE UPDATING HURRICANE CITY'S PLANNED COMMERCIAL ZONING.

WHEREAS, Utah code 10-9a allows for Utah municipalities to establish land use regulations; and

WHEREAS, The Hurricane City's General Plan recommends that the City make several changes to the Planned Commercial zoning standards.

WHEREAS, Hurricane City is currently facing a shortage of affordable housing and accessory dwelling units are a way to alleviate some of the shortage; and

WHEREAS, Hurricane City has a goal to encourage economic development and walkable places within the community; and

WHEREAS, the City Council now finds it necessary and desirable to amend said ordinances with regards to Planned Commercial zoning standards in order to provide for the health safety and welfare of the city residents; and

WHEREAS the Planning Commission of Hurricane Utah has recommended making several changes within the following sections of code.

BE IT HEREBY ORDAINED by the City Council of Hurricane Utah that Title 10 and Chapters 11 and 15 and the associated sections of the Hurricane City Code be, and is hereby, amended to read as follows:

10-11-2: ZONE PURPOSES:

D. Commercial Zones: Commercial zones provide areas where a combination of business, commercial, entertainment, office, and related activities may be established, maintained and protected. Commercial zones are intended to provide a suitable environment for those commercial and service uses vital to the economic base of the city.

4. The purpose of the PC zone is to provide areas of mixed use developments where a combination of destination-oriented business, retail commercial, entertainment, high density housing, and related uses may be established, maintained, and protected to serve both residents and nonresidents of the city. Typical uses in this zone include large scale, master planned commercial centers with outlying commercial pads, big box stores, offices, and various types of high density residential uses.

10-15-1: PURPOSE:

See section [10-11-2](#) of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-2: SC10-15-1: PURPOSE:

See section [10-11-2](#) of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

SCOPE:

The provisions of this chapter shall apply to any real property located in a commercial zone as shown on the official zoning map. No building, structure or real property shall be used and no building or structure shall be hereafter erected, structurally or substantially altered, or enlarged except as set forth in this chapter. Such requirements shall not be construed to prohibit or limit other applicable provisions of this title, this Code, or other laws. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-3: USES ALLOWED:

A. Permitted And Conditional Uses: Permitted and conditional uses allowed within commercial zones shall be as set forth in [table 10-15-1](#) of this section. Permitted and conditional uses are indicated by a "P" or "C", respectively, in the appropriate column. Uses not permitted are indicated by "N". Any use not shown on [table 10-15-1](#) of this section shall be prohibited unless the Zoning Administrator determines the use is substantially the same as a permitted or conditional use as provided in subsection [10-7-18E4](#) of this title.

TABLE 10-15-1**PERMITTED AND CONDITIONAL USES ALLOWED IN COMMERCIAL ZONES**

	Zones				
Use	NC	GC	HC	PC	POC
Residential uses:					
Building, accessory	P	N	N	P	P
Dwelling, multiple-family ⁴	N	N	N	P	P
Dwelling, single-family ⁴	N	N	N	P	N

Dwelling, temporary	N	N	N	N	N
Dwelling, two-family ⁴	N	N	N	P	P
Manufactured home	N	N	N	N	N
Manufactured/mobile home park	N	N	N	N	N
Protective housing facility	N	N	N	N	N
Rehabilitation/treatment facility	N	P	P	P	P
Residential facility for elderly persons ¹	P	N	N	P	P
Residential facility for persons with a disability ¹	P	N	N	P	P
Residential facility for troubled youth	N	N	N	N	N
Transitional housing facility	N	N	N	N	N
Public and civic uses:					
Auditorium or stadium	N	P	P	P	N
Bus terminal	N	P	P	P	N
Cemetery	P	P	P	P	P
Church or place of worship	P	P	P	P	P
Club or service organization	P	P	P	P	P

Convalescent care facility	N	P	P	P	N
Cultural service	P	P	P	P	P
Golf course	P	P	P	P	P
Government service	N	P	P	P	N
Hospital	N	P	P	P	N
Operations center	N	P	P	P	P
Park	P	P	P	P	P
Post office	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C	P	P	P	P
Utility, major ³	N	N	N	C	C
Utility, minor ³	P	P	P	P	P
Utility substation ³	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	N	P	P	P	N
Animal hospital	P	P	P	P	N
Bail bond service	N	P	P	P	N

Bank or financial institution	P	P	P	P	P
Bed and breakfast, home	N	N	N	N	N
Bed and breakfast inn	P	P	P	P	N
Business equipment rental, services, and supplies	P	P	P	P	P
Car wash	P	P	P	P	P
Club, private	N	P	P	P	N
Construction sales and service	N	P	P	N	N
Convenience store	P	P	P	P	P
Family child daycare facility ²	P	N	N	P	N
Family child group daycare facility ²	P	N	N	P	N
Family child residential certificate care facility ²	P	N	N	P	N
Family childcare center	P	P	P	P	P
Funeral home	N	P	P	P	N
Garden center	P	P	P	P	P
Gas and fuel, storage and sales	N	N	C	N	N
Gasoline service station	P	P	P	P	N

Hostel	N	P	P	P	N
Hotel	N	P	P	P	N
Kennel	C	P	C	C	C
Kennel, residential	P	N	N	N	N
Laundry or dry cleaning, limited	P	P	P	P	P
Liquor store	N	P	P	P	N
Media service	P	P	P	P	P
Medical or dental laboratory	N	P	P	P	N
Medical service	P	P	P	P	P
Motel	N	P	P	P	N
Office, general	P	P	P	P	P
Parking garage, public	N	P	P	P	P
Parking lot, public	N	P	P	P	P
Pawnshop	N	N	P	P	N
Personal care service	P	P	P	P	P
Personal instruction service	P	P	P	P	P
Printing and copying, limited	P	P	P	P	P

Printing, general	N	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, indoor	P	P	P	P	P
Recreation and entertainment, outdoor	N	P	P	P	N
Recreational vehicle park	N	N	P	N	N
Repair service	P	P	P	N	P
Research service	N	P	P	N	N
Restaurant, fast food	P	P	P	P	P
Restaurant, general	P	P	P	P	P
Retail, general	P	P	P	P	P
Secondhand store	P	P	P	P	P
Shopping center	P	P	P	P	P
Takeoff and landing of aircraft	N	N	N	N	N
Tattoo establishment	P	P	P	N	N
Tavern	N	P	P	P	N
Temporary trailer	P	P	P	P	P
Transportation service	N	P	P	N	N

Vehicle and equipment rental or sale	N	P	P	N	N
Vehicle and equipment repair, general	N	P	P	N	N
Vehicle repair, limited	N	P	P	N	P
Veterinary service	P	P	P	N	N
Warehouse, self-service storage	P	P	N	N	N
Wireless telecommunication facility	See section 10-50-5 , table 10-50-1 of this title				
Industrial uses:					
Laundry services	N	N	N	P	N
Wholesale and warehousing, general	N	N	N	N	N
Wholesale and warehousing, limited	N	N	N	N	N

Notes:

1. See chapter 46 of this title.
2. See chapter 42 of this title.
3. See chapter 45 of this title.

4. In the area designated as Downtown District on the General Plan map, existing single family residential uses may continue as permitted residential uses. Use and development standards for an R-1-8 Zone shall apply. Existing approved multi-family and two family uses may continue as permitted residential uses. Use and development standards for an RM-2 Zone would apply. No new residential uses are permitted.

(Ord. 2016-11, 11-17-2016; amd. Ord. 2017-14, 8-17-2017)

B. Accessory Uses: Permitted and conditional uses set forth in [table 10-15-1](#) of this section shall be deemed to include accessory uses and activities that are necessarily and customarily associated with and incidental and subordinate to such uses.

1. Accessory uses shall be subject to the same regulations that apply to permitted and conditional uses in the same zone except as otherwise expressly provided in this title.

2. No accessory use, building, or structure shall be allowed on a lot unless a permitted or conditional use has been established. (Ord. 2017-14, 8-17-2017)

3. Accessory uses in commercial zones shall include, but not be limited to, the following:

Accessory dwelling units attached to a commercial permitted use structure or on the same lot and under same ownership as a permitted use structure.

Accessory dwelling units for security and maintenance personnel.

Cafeterias, dining halls and similar food service facilities when located within the main use and operated primarily for the convenience of employees, residents, clients, or visitors to the main use.

Garages and off street parking areas, subject to applicable standards of chapter 34, "Off Street Parking And Loading", of this title.

Recreational areas and facilities for the use of employees.

Recycling collection stations.

Refreshment stands and food and beverage sales located in uses involving public assembly.

Temporary uses, subject to applicable standards of chapter 48, "Temporary Uses", of this title. (Ord. 2012-8, 10-18-2012; amd. Ord. 2017-14, 8-17-2017)

10-15-4: DEVELOPMENT STANDARDS:

Development standards within commercial zones shall be as set forth in [table 10-15-2](#) of this section.

TABLE 10-15-2

DEVELOPMENT STANDARDS IN COMMERCIAL ZONES

Development Standard	Zones				
	NC	GC	HC	PC	POC
Lot standards:					

Minimum lot area	No requirement	No requirement	No requirement	5 acres (see note 3)	5 acres
Minimum lot width	No requirement	No requirement	No requirement	No requirement	No requirement
Building standards:					
Maximum height, main building ¹	35 feet	35 feet	35 feet	55 feet	55 feet
Maximum height, accessory building	20 feet	20 feet	20 feet	20 feet	20 feet
Setback standards - front yard:					
All buildings ²	20 feet	20 feet	20 feet	12 feet, corner lots 20' feet	20 feet
Setback standards - rear yard:					
Main building	New building on a lot abutting an existing agricultural or residential use: 10 feet Otherwise: No requirement				
Accessory building					
Setback standards - interior side yard:					
Main building	New building on a lot abutting an existing agricultural or				

Accessory building	residential use: 10 feet Otherwise: No requirement				
Setback standards - street side yard:					
Main building	20 feet	20 feet	20 feet	20 feet	20 feet
Accessory building	Not permitted	Not permitted	Not permitted	Not permitted	Not permitted

Notes:

1. Except as otherwise permitted by subsection [10-15-7A](#) of this chapter.
2. Except as modified by the provisions of subsection [10-37-12F](#), "Setback Measurement", of this title.
3. An area less than five acres may be zoned for Planned Commercial use if the City Council finds that the zoning meets the following:
 - a. The zone change meets the standards within Hurricane City Code 10-7-7.
 - b. The property is incorporated into an existing commercial or multi-family development, and the proposed change will further the purpose of the Planned Commercial Zone.

(Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-5: REGULATIONS OF GENERAL APPLICABILITY:

The use and development of real property in commercial zones shall conform to regulations of general applicability as set forth in the following chapters of this title:

- A. Design and compatibility standards: See chapter 33 of this title.
- B. Landscaping and screening: See chapter 32 of this title.
- C. Motor vehicle access: See chapter 35 of this title.
- D. Natural resource inventory: See chapter 31 of this title.
- E. Off street parking: See chapter 34 of this title.
- F. Signs: See chapter 36 of this title.

G. Supplementary development standards: See chapter 37 of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-6: REGULATIONS FOR SPECIFIC USES:

To the extent that use and development of real property includes any matter encompassed by a regulation for a specific use as set forth in division 6 of this title, such regulation shall apply in addition to the requirements of this chapter and shall prevail over any conflicting provision of this chapter. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-15-7: SPECIAL REGULATIONS:

A. Increased Height: Notwithstanding the height limitations shown in section [10-15-4](#), table [10-15-2](#) of this chapter a greater building height may be allowed in a commercial zone for a commercial use pursuant to a conditional use permit.

B. Use Within An Enclosed Building: Each use specified in section [10-15-3](#), table [10-15-1](#) of this chapter shall be conducted completely within a completely enclosed building, except for the parking of motor vehicles and services to persons therein.

C. Dust, Odor, Smoke, Noise, And Vibration: Each use specified in section [10-15-3](#), table [10-15-1](#) of this chapter shall be free from objectionable dust, odor, smoke, noise, and vibration.

D. Highway Commercial Zone Location: For property abutting SR-9, the Highway Commercial Zone shall begin at the highway right-of-way line and shall extend a distance of five hundred feet (500') from the State highway right-of-way line.

E. Vendor Carts: Vendor carts, as defined below, are subject to the following definitions, rules and limitations:

10-15-8: Planned Commercial Standards

A. Planned Commercial Developments shall incorporate elements of commercial and residential within each zoned area and development.

B. Mix Use Types: Planning Commercial Developments shall incorporate both commercial and residential uses. The following definitions apply to this section:

- a. Horizontal Mix Use: Development that combines single-use buildings on distinct parcels on a range of land uses in a planned development project.
- b. Vertical Mixed Use: Development that combines different uses in the same building. Commercial or public uses shall only occupy lower levels.
- c. Live/work Unit: A single unit consisting of both a commercial use/office and a residential component that is occupied by the same resident. A Live/work Unit shall not exceed two bedrooms for the residential portion of the unit. A Live/work Unit shall be the primary dwelling of the occupant. Live/work units may only be owner-occupied and cannot be sublet to long-term or short-term renters. The owner-occupied requirement and prohibition of long-term or short-term renters shall be included in a recorded deed restriction prior to or as a condition of final site plan approval.

- C. A preliminary site plan shall be submitted with every zone change to Planned Commercial.
- D. Planned Commercial Developments are subject to the following:
 - a. A minimum of 20% of the development area shall be used for commercial uses listed in table 10-15-1. A minimum of 20% of the development area shall be used for long-term residential use as listed in table 10-15-1.
 - i. The residential versus commercial area shall be calculated based on the intended use of improvements such as buildings, features, amenities, and infrastructure for either commercial or residential needs. Improvements intended to support both residential and commercial shall be calculated based on the percentage of the improvements that will be impacted either by commercial or residential needs. Mix use buildings use percentage shall be calculated in the same manner as calculating area for density.
 - ii. The Preliminary Site Plan shall show general areas and proposed percentages of use. Applicants shall provide final percentages of uses within the final site plan application. Percentage calculations shall be approved by the Planning Commission.
 - b. The Planning Commission may approve a lower percentage of long-term residential use for developments that are adjacent to multi-family development.
 - c. The Planning Commission may approve a lower percentage of commercial use if the project is located within or adjacent to existing commercial property.
 - d. Each project shall have a mixture of residential and commercial use.
- E. Residential Density: The Planned Commercial developments shall not exceed 15 units an acre for residential areas except as stated within this section.
 - a. 40% Commercial Area: Projects that contain a minimum area of 40% for commercial use shall not exceed 20 units an acre for residential areas.
 - b. Affordable Housing: Projects shall not exceed 20 units an acre for residential areas that reserve 10% of given units as Affordable Housing.
 - i. Affordable Housing means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80% of the median gross income for households in Washington County. Housing costs must be affordable based on Housing and Urban Development standards.
 - ii. Duration and requirements of affordability:
 - 1. Affordable rental unit: An affordable rental unit shall remain affordable for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a condition of approval of a Final Site Plan, a deed restriction requiring compliance with this section shall be recorded with the Washington County Recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.
 - 2. Affordable ownership unit: An affordable ownership unit shall be sold only to income-qualified households for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a

condition of approval of a Final Site Plan, a deed restriction requiring compliance with this section shall be recorded with the Washington County Recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.

- c. Residential Areas: Residential Areas shall be calculated based on the following:
 - i. Horizontal Mix Use: Residential areas shall be calculated based on the footprint of residential buildings and sections of buildings, parking, amenities, roadways that primarily serve residential areas and other residential uses.
 - ii. Vertical Mix Use: Residential areas shall be measured by the percentage of space within the building that is used to occupy commercial versus residential. Then the percentage of each use shall apply to the footprint of the building to calculate the area for commercial and residential use. Other residential areas shall be calculated based on the area of use including residential parking, amenities, roadways that primarily serve residential areas and other residential uses.
 - 1. Example: If a two-story building has a building square footage of 10,000 sq. ft. and a 5,000 sq. ft. footprint, and the first floor is completely commercial use and the second floor is residential use, then 2,500 sq. ft. (50% of the footprint of the building) shall count towards the density of residential use.
- d. Live/work Units: Live/work Units as defined in this chapter shall be considered commercial use and shall not count toward the overall density of the project.
- e. Shared Uses: Amenities and parking shall be designed with both commercial and residential uses in mind. Amenities that substantially serve both residential and commercial uses shall count toward residential density areas.
 - i. Parking: Shared Parking must comply with Hurricane City Code 10-34-9.
- F. A development agreement between the city and the applicant may be required by the City Council and executed before the zoning designation shall be effective.

D. Landscaping: Landscaping within a Planned Commercial development shall comply with the following standards:

- 1. Street trees are required for every 50' of frontage. These trees may be incorporated within park strips, landscape buffers, or planter boxes within the right-of-way. The placement of street trees must be approved by the City.
- 2. The applicant shall comply with Hurricane City Standards for landscaping.
- 3. In lieu of a 10' landscaping buffer along the right-of-way frontage for commercial uses, an applicant can provide that space for sidewalks, outdoor dining, and retail space that enhances the neighborhood's walkability. In these areas, street trees shall be required every 50' of frontage.
- 4. Parking lots and parking courts shall remain buffered by a 10' landscape area along the frontage with one tree and three shrubs for every 35' linear feet. Except as set forth in

this chapter, other landscape requirements within Hurricane City Landscaping and Screening Standards shall apply.

E. Off Street Parking:

1. Parking areas shall be designed to allow greater pedestrian connectivity and to limit conflicts between vehicular and pedestrian use.
2. For commercial parking, parking lots shall not be located in front of buildings nearest the right-of-way but shall be contained within parking lots located to the side or behind buildings that front the right-of-way. Commercial buildings may only be located behind parking lots if other buildings are fronting onto the right-of-way.
3. Each building shall provide pedestrian access from the nearest right-of-way to the main entrance of the building with a paved path and marked crossings for private drives.
4. All developments must comply with all other Hurricane Offstreet Parking Standards.

F. Street Design: A Developer or the City may propose different street cross-sections that enhance walkability, street life, outdoor gathering, traffic calming, street parking, and beautification. The City Council may approve a different street cross-section after a recommendation from the Planning Commission.

NOW THEREFORE, BE IT ORDAINED BY THE HURRICANE CITY COUNCIL OF HURRICANE CITY, UTAH THAT:

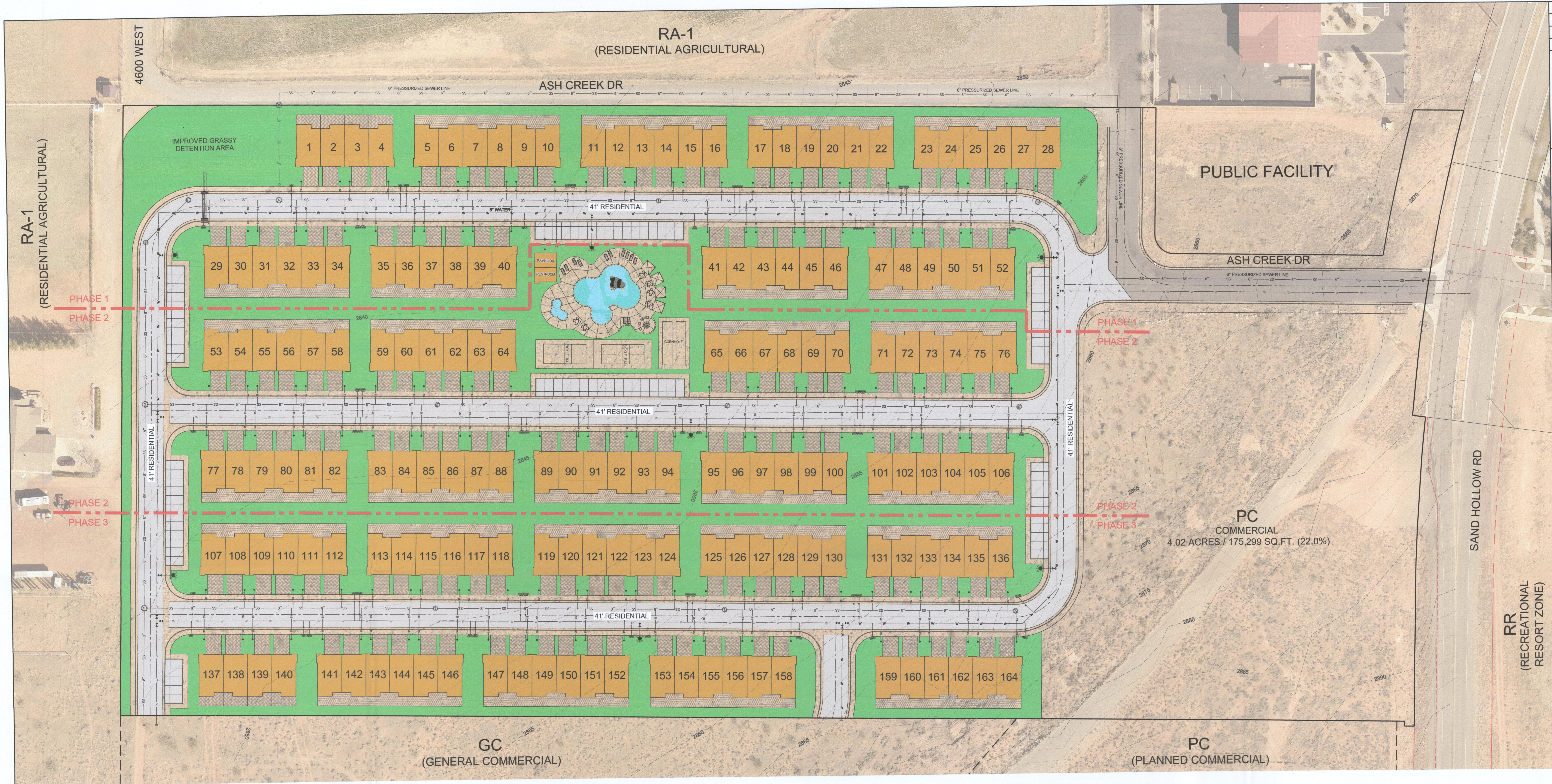
1. All ordinances, resolutions, and policies of the City, or parts thereof, inconsistent herewith, are hereby repealed, but only to the extent of such inconsistency. This repealer shall not be construed as reviving any law, order, resolution, or ordinance, or part thereof.
2. Should any provision, clause, or paragraph of this ordinance or the application thereof to any person or circumstance be declared by a court of competent jurisdiction to be invalid, in whole or in part, such invalidity shall not affect the other provisions or applications of this ordinance or the Hurricane City Municipal Code to which these amendments apply. The valid part of any provision, clause, or paragraph of this ordinance shall be given independence from the invalid provisions or applications, and to this end the parts, sections, and subsections of this ordinance, together with the regulations contained therein, are hereby declared to be severable.

PASSED BY THE HURRICANE CITY COUNCIL THIS ____ DAY OF _____, 2022.

Mayor

ATTEST:

City Recorder

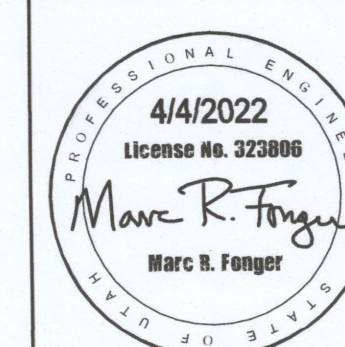


DATE: 4/1/2022
DRAWN BY: E.A.M.
CHECKED BY: M.R.F.
CLIENT: SKHLLC



PRELIMINARY SITE PLAN
SAND HOLLOW TOWNHOMES
SMOOTHIE KINGS HOLDINGS LLC
PARCEL H-4-2-11-241
HURRICANE, UTAH 84737

PREMIER
Design & Engineering
75 EAST 100 NORTH WINS, UTAH 84738 (435) 313-2267



SHEET
PS

SAND HOLLOW TOWNHOMES



SITE DATA

TOTAL PARCEL = 18.32 ACRES / 798,453 SQ.FT.
TOWNHOMES = 14.30 ACRES / 623,154 SQ.FT. (78.0%)
COMMERCIAL = 4.02 ACRES / 175,299 SQ.FT. (22.0%)

TOWNHOMES TOTAL AREA = 14.30 ACRES / 623,154 SQ.FT.
DENSITY = 164 UNITS / 11,468 UNITS / ACRE

BUILDING AREA = 3.93 ACRES / 171,108 SQ.FT.
REAR PATIO AREA = 1.08 ACRES / 47,232 SQ.FT.
TOTAL PRIVATE AREA = 5.01 ACRES / 218,340 SQ.FT. (35.0%)

ROADWAYS, SIDEWALKS & PARKING = 3.89 ACRES / 169,755 SQ.FT. (27.2%)
LIMITED COMMON AREA (DRIVEWAYS) = 1.25 ACRES / 54,359 SQ.FT. (8.8%)
LANDSCAPING (COMMON AREA) = 4.15 ACRES / 180,700 SQ.FT. (29.0%)

PARKING:
EACH UNIT HAS 2 CAR GARAGE & 16' W X 20' L DRIVEWAY
GUEST PARKING = 84 SPACES

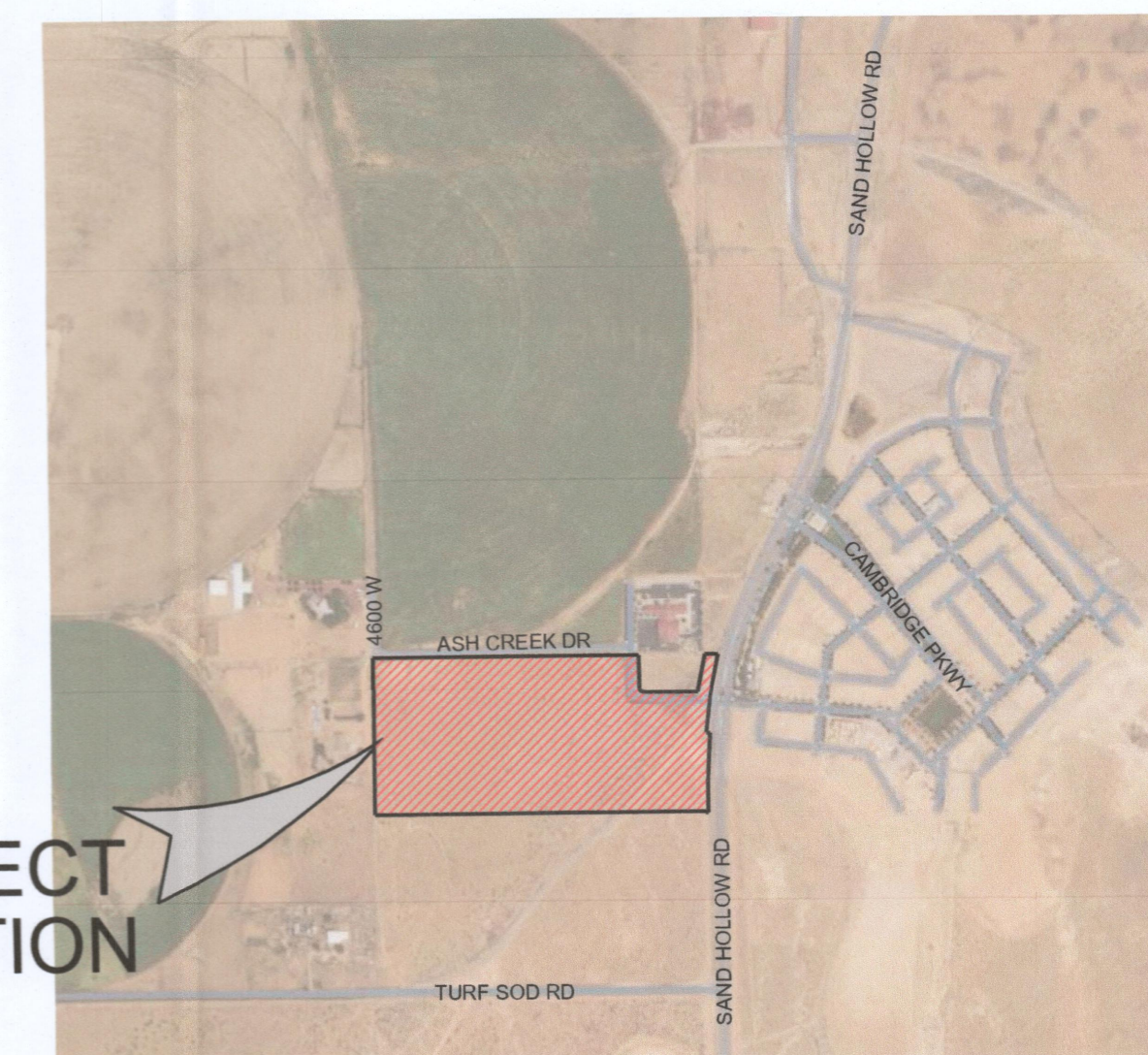
AMENITIES:
SWIMMING POOL WITH RESTROOMS & COVERED PICNIC AREA
(2) PICKLE BALL COURTS
(4) CORNHOLE COURTS
LARGE IMPROVED GRASSY DETENTION AREA

PROPERTY INFO

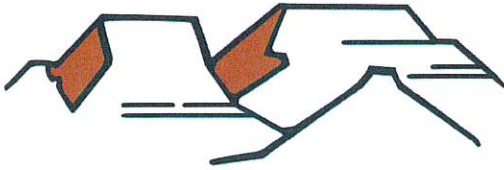
PROPERTY ADDRESS = H-4-2-11-241
APPROX ADDRESS: ASH CREEK DR & SAND HOLLOW RD.
HURRICANE, UTAH 84737

OWNER / DEVELOPER:
SMOOTHIE KINGS HOLDINGS LLC
1173 SOUTH 250 WEST
ST. GEORGE, UTAH 84770
(435) 705-4474

PROJECT
LOCATION



VICINITY MAP



HURRICANE CITY UTAH

147 N 870 W Hurricane UT 84737
PHONE: 435.635.2811 FAX: 435.635.2184

AMENDED FINAL PLAT APPLICATION

For Office Use Only: \$150 Fee

File No. 2022-AFP-05

Receipt No. 8.157813

Name: Robert & Jody Hardesty Telephone: 303.909.8863

Address: 2153 S. ANGELL HEIGHTS DR. Fax No. _____

Email: robbandjody@gmail.com Agent Email: ryanscholes@alphaengineering.com

Agent (If Applicable): Ryan Scholes / Alpha Engineering Telephone: 435.628.6500

Address/Location of Subject Property: 2153 S. ANGELL HEIGHTS DRIVE
H-AHE-4-8-A

Tax ID of Subject Property: H-AHE-4-8-A Number of Lots: 1

Subdivision Name: ANGELL HEIGHTS PH 4 PARTIAL AND A Phase: _____

Submittal Requirements: 1-large paper copy, 1-11 X 17, and 1 disk in 2004 or newer Auto-Cad format

1. The final plat shall show:

- ☒ a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- ☒ b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- ☒ c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- ☒ d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- ☒ e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.
- ☒ f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.
- ☒ g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County or other official monuments.
- N/A h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).

- N/A i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.
- N/A j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
- N/A k. Where it is proposed that streets be constructed on property controlled by a public agency or utility company, approval for the location, improvement and maintenance of such streets shall be obtained from the public agency or utility company and entered on the final plat in a form approved by the City Attorney.

2. Required Forms & Certificates: In addition, the final plat shall contain the standard forms for the following:

- ✓ a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers, and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. **Plat must be signed and stamped by the licensed surveyor prior to final plat submittal.**
- ✓ b. The owner's certificate of dedication of all streets, roads, rights-of-way, or other parcels intended for the use and benefit of the general public.
- c. Mortgagee or other lien holder's Consent to Record, if applicable.
- d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.
- ✓ e. Certificate of approval of Ash Creek Special Service District.
- ✓ f. Certificate of approval of the City Engineer.
- ✓ g. Certificate of approval of the City Council, as evidenced by the signature of the mayor
- ✓ h. Certificate of approval as to form executed by the City Attorney.
- ✓ i. A one and one-half inch by five-inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. Other Information Required: The following information or documentation shall be submitted:

- a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full
- N/A b. An original copy for Staff review of the proposed deed restrictions or CC&Rs in proposed final form with signature lines for all owners of any interest in the subdivision who would sign the final subdivision plat must be submitted with final plat application. After being approved by staff this document shall be signed, acknowledged by a notary public, and recorded in the office of the County Recorder along with the final plat.
- c. Title report for the property being subdivided.
- d. A disk of the final plat prepared in 'Auto-Cad 2004' (or newer format)

Application Process: The following steps occur:

- A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department along with the paper copy of the amended plat.

- A paper copy of the amended plat is submitted to the City Engineer for review. The City Engineer will redline the plat and email the subdivision engineer of required changes that need to be made. If a plat is still not ready for the City Engineers signature after the second submittal, an additional fee must be paid before the Engineer performs another review. An approved mylar of the final plat must be signed by the City Engineer before the City Council meeting at which the amendment is to be submitted
- A plat amendment without the notarized signatures of all the owners of record on the mylar or on consent to record forms will require a public hearing. The applicant will be required to pay all notification and/or publication costs for notice of the hearing.

Requirements for recordation:

1. Amended plat approval by the City Council
4. Two disks of the final plat provided in 'Auto Cad 2004' format – one for the city, and one for the County Recorder.
5. Review of the title report by the City Attorney.
7. All signatures must be on the mylar, including property owners of record according to the title report, City officials and Ash Creek Special Service District Superintendent. The City Attorney is the last signer of the mylar just prior to recordation.
8. Someone from the City Attorney's office will accompany the developer's representative to the County Recorder's office for recordation. The developer pays recording fees.

A development with CC&Rs should submit a copy of the CC&R's to the Planning Staff and one to the City Attorney for review at the time the plat amendment is submitted.

Note: An amended plat that includes the abandonment of a dedicated road or for a subdivision that is not fully improved requires a different application and procedure

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by:



STAFF COMMENTS

Agenda Date:	05/12/2022
Application Number:	2022-AFP-05
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Robert and Jody Hardesty
Agent:	
Request:	Approval of an Amended Final Plat
Location:	2153 S Angell Heights Dr
Zoning:	R1-15
General Plan Map:	Residential

Discussion: The applicant has applied to amend the final plat for Angell Height Phase 4 Subdivision to combine lots 8 and a portion of Lot 7. This will add about 0.08 acres to the property. It appears that originally the piece of property in question was the staff of a flag lot but it appears the flag portion has been absorbed by the neighboring property owner.

JUC Comments

1. **Power:** Power boxes and equipment must remain in place and out of driveways. All power to remain on lot lines, services to neighbor cannot run through property except in PUE
2. **Water:** No comments
3. **Engineering:** Eliminate side and rear easements and add that to the amendment note

Staff Comments

1. The plat meets amended final plat standards contained in [Utah Code 10-9a-608](#). Subdivision Amendments, updated in 2020. The following are the key items:
 - a. Depicts only the portion of the subdivision that is proposed to be amended
 - b. Includes a plat name distinguishing the amended plat from the original plat
 - c. Describes the differences between the amended plat and the original plat
 - d. Includes references to the original plat
2. The Final Plat needs a full review by the City Engineering Department for surveying details.
3. The home on the property is currently being advertised as an unlicensed short term vacation rental, which the owners have acknowledged to staff in the past. Per HCC 10-9-6:
 - a. *Withhold permits. The City may deny or withhold all permits, certificates, or other forms of authorization pertaining to any land or improvements when an uncorrected violation exists pursuant to this title or to a condition or qualification of a permit, certificate,*

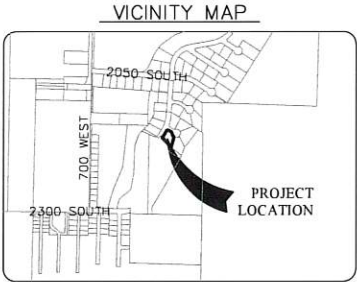
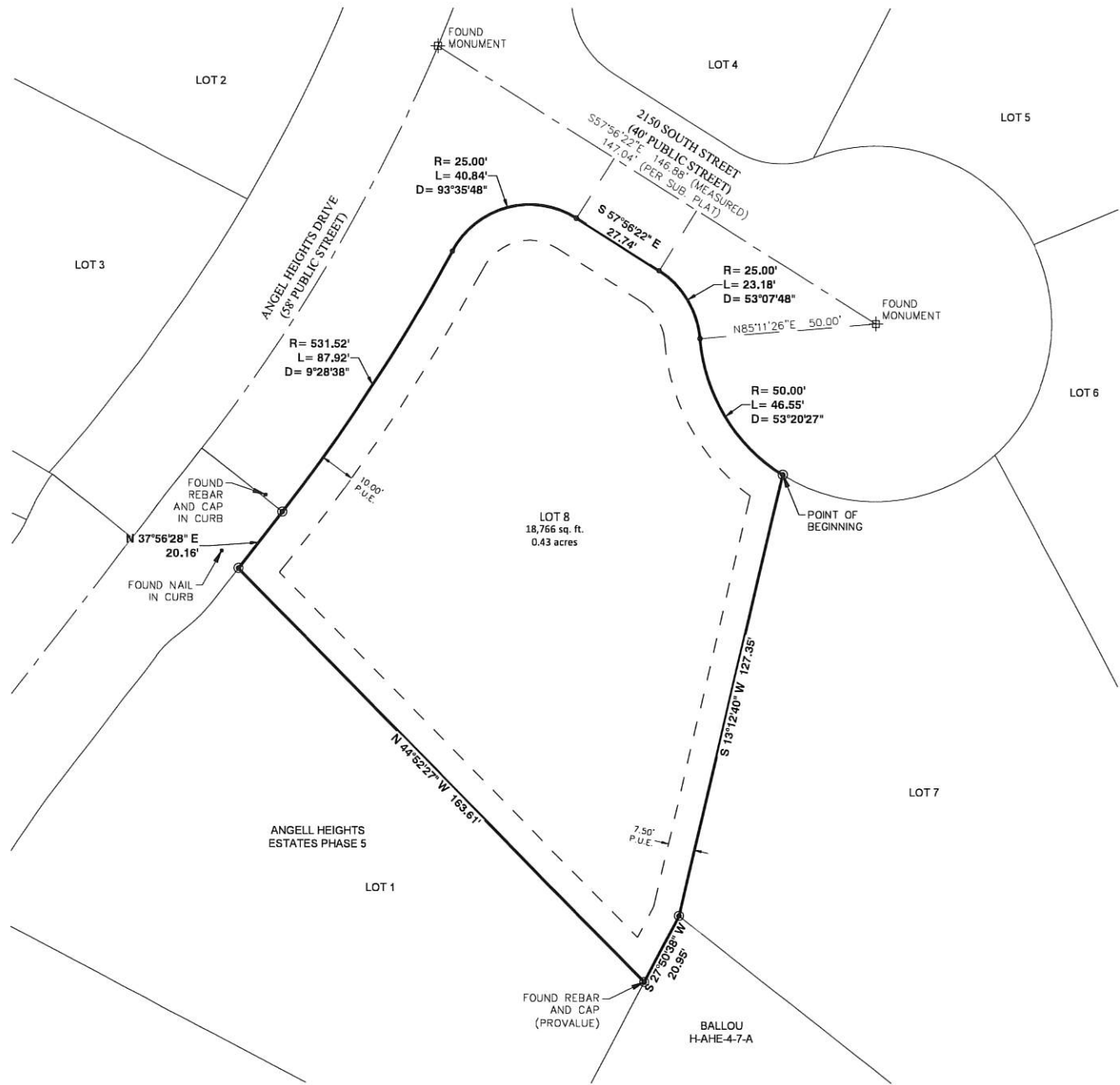
- approval or other authorization previously granted by the City Council, Planning Commission, Appeals Board, or other City officer. The City may, instead of withholding or denying an authorization, grant such authorization subject to the condition that the violation be corrected. The provisions of this section shall apply regardless of whether the original applicant or current owner is responsible for the violation in question.*
4. However, records show the home has not been rented as a short-term rental since staff informed the property owners of the code so it is possible that the applicants are coming into compliance with city code despite still having an active posting.

Recommendation: Staff recommends that the Planning Commission review this application based on Hurricane City and State Code standards. Staff would recommend approval of the item conditioned on staff and JUC comments and the property only being used for a permitted use.



ANGELL HEIGHTS PHASE 4 PARTIAL AMENDMENT "A"
(LOT 8)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP 42 SOUTH, RANGE 13 WEST,
SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH



GENERAL NOTES & RESTRICTIONS
1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL STREET SIDE PROPERTY LINES AND A 7.50 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL SIDE AND BACK LOT LINES UNLESS OTHERWISE NOTED.

BASIS OF BEARING
THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 57°56'22" EAST, BETWEEN THE FOUND CENTERLINE MONUMENTS LOCATED IN 2150 SOUTH STREET AS SHOWN HEREON.

AMENDMENT NOTE
THE PURPOSE OF THIS AMENDED PLAT IS TO COMBINE LOT 8 OF ANGELL HEIGHTS PHASE 4 WITH THE ADJACENT PARCEL H-AHE-4-6-A AND CREATE A NEW OVERALL LOT 8. NO OTHER CHANGES TO THE ORIGINAL ANGELL HEIGHTS PHASE 4 AS RECORDED AS DOCUMENT 907696 ARE INTENDED WITH THIS AMENDED PLAT.

LEGEND
CLASS 2 (BRASS CAP) MONUMENT FOUND
SPECIFIES PROPERTY CORNER
CENTERLINE
EASEMENT 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.

ANGELL HEIGHTS PHASE 4 PARTIAL AMENDMENT "A" (LOT 8)
AND THAT SAID TRACT OF LAND HAS BEEN SUBDIVIDED INTO LOTS 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
BEGINNING AT THE NORTHWEST CORNER OF LOT 7, ANGELL HEIGHTS PHASE 4 AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT 907696, AND RUNNING THENCE SOUTH 13°12'40" WEST 127.35 FEET ALONG THE WEST LINE OF SAID LOT TO THE SOUTHWEST CORNER OF SAID LOT; THENCE SOUTH 27°50'38" WEST 20.95 FEET; THENCE NORTH 44°52'27" WEST 163.61 FEET; THENCE NORTH 37°56'28" EAST 20.16 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 531.52 FEET; THENCE NORTHEASTERLY 87.92 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°28'38" TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY 40.84 FEET THROUGH A CENTRAL ANGLE OF 93°35'48"; THENCE SOUTH 57°56'22" EAST 27.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY 23.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 53°07'48" TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY 46.55 FEET THROUGH A CENTRAL ANGLE OF 53°20'27" TO THE POINT OF BEGINNING.

CONTAINS 18,766 SQUARE FEET OR 0.43 ACRES, MORE OR LESS.



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 LOTS AND UTILITY & DRAINAGE EASEMENTS TO BE HEREINAFTER KNOWN AS:
ANGELL HEIGHTS PHASE 4 PARTIAL AMENDMENT "A" (LOT 8)
FOR GOOD AND VALUABLE CONSIDERATION RECEIVED, DO HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE FOR PERPETUAL USE OF THE PUBLIC ALL PARCELS OF LAND SHOWN ON THIS PLAT AS UTILITY, AND DRAINAGE EASEMENTS. ALL LOTS AND EASEMENTS ARE AS NOTED OR SHOWN ON THIS PLAT. THE OWNER DOES HEREBY CONVEY AND WARRANT TO THE CITY OF HURRICANE, 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 _____, 2022.
BY: _____
JRRS LLC

ACKNOWLEDGMENT
STATE OF UTAH)
COUNTY OF WASHINGTON)
ON THIS ____ DAY OF _____, A.D. 2022, PERSONALLY APPEARED _____, THE
OF JRRS, LLC., PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED HE EXECUTED THE SAME.
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN UTAH

NOTARY PUBLIC (SIGNATURE)
NO STAMP REQUIRED (UTAH CODE 46-1-16(6))

FINAL PLAT OF
**ANGELL HEIGHTS PHASE 4
PARTIAL AMENDMENT "A"
(LOT 8)**

1821-01 SVY.DWG (APRIL 2022)

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 _____, 2022.	I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this ____ day of _____, 2022.	Approved as to Form, this the ____ day of _____, A.D. 2022.	We, the City of Hurricane, 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. 2022 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 City of Hurricane Date	City Attorney City of Hurricane	Mayor City of Hurricane Attest: City Recorder City of Hurricane	Washington County Treasurer Washington County Recorder

Rental Unit Record

2153 S Angell Heights Dr, Hurricane,
UT 84737, USA

Active ●
Identified ✓
Compliant X

 PRINT

 SEND A LETTER

Listing(s) Information

VRBO - 321.2060269.2624801 Airbnb - 44435961

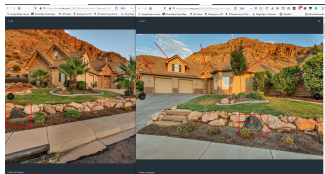


✓ Matched Details

Analyst Z60J

Explanation
Matching street view

Listing Photos



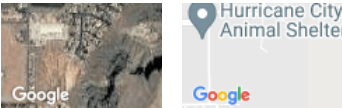
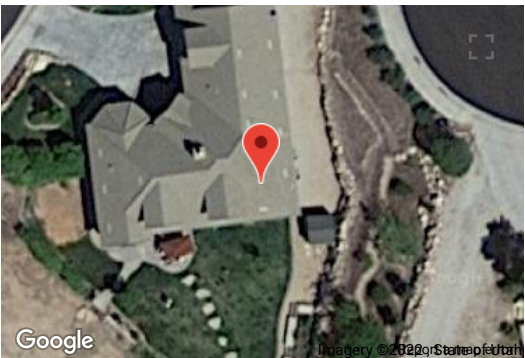
Matching 3rd Party Sources



Matching overall shape of home: windows, garage, entrance plus two specific dark colored rocks can be seen along sidewalk area.

 Owner Name Match

Rental Unit Information



Identified Address
2153 S Angell Heights Dr, Hurricane, UT
84737, USA

Identified Unit Number
None

Identified Latitude, Longitude
37.143758, -113.297770

Parcel Number
733959

Owner Name
JRRS LLC C/O ROBERT HARDESTY

Owner Address
783 E POSADO ST
IVINS, UT 84738, US

Timeline of Activity
View the series of events and documentation pertaining to this property

- Listing hma321.2060269.2624801
Reposted
April 10th, 2022

Listing Details

Listing URL	— https://www.vrbo.com/2060269
Listing Status	● Active
Host Compliance Listing ID	— hma321.2060269.2624801
Listing Title	— Home away from Home! hot tub, fire pit, dog friendly, spacious, cozy & views
Property type	— House
Room type	— Entire home/apt
Listing Info Last Captured	— Apr 29, 2022
Screenshot Last Captured	— May 02, 2022
Price	— \$700/night
Cleaning Fee	— \$275

Information Provided on Listing

Contact Name	— Robb Hardesty
Latitude, Longitude	— 37.142438, -113.297375
Minimum Stay (# of Nights)	— 2
Max Sleeping Capacity (# of People)	— 20
Max Number of People per Bedroom	— 4.0
Number of Reviews	— 20
Last Documented Stay	— 02/2022

Listing Screenshot History

 View Latest Listing Screenshot

March 5

April 6

May 1

✕ Listing hma321.2060269.2624801

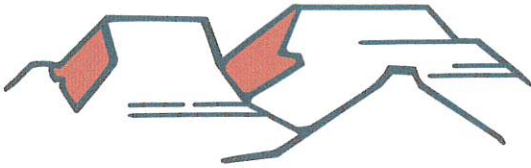
Removed
March 23rd, 2022

✕ Listing air44435961 Removed

March 23rd, 2022

✈ STR Final Notice: Delivered 
March 11th, 2022✈ STR Final Notice: Sent 
March 4th, 2022 2 Documented Stays
February, 2022 3 Documented Stays
January, 2022 1 Documented Stay
December, 2021✈ Whole Home - No Permit - Waiting List:
Delivered 
December 9th, 2021✈ Whole Home - No Permit - Waiting List:
Sent 
November 29th, 2021 1 Documented Stay
November, 2021✈ STR Final Notice: Incorrect Recipient 
November 15th, 2021✈ STR Final Notice: Sent 
October 29th, 2021 5 Documented Stays
October, 2021 1 Documented Stay
September, 2021 1 Documented Stay
August, 2021 3 Documented Stays
July, 2021 2 Documented Stays
June, 2021 4 Documented Stays
May, 2021✈ Whole Home - No Permit - Waiting List:
Incorrect Recipient 
May 23rd, 2021✈ Whole Home - No Permit - Waiting List:
Sent 
May 17th, 2021 5 Documented Stays
April, 2021✓ Listing air44435961 Identified
April 23rd, 2021✓ Listing hma321.2060269.2624801
Identified
April 21st, 2021

-  4 Documented Stays
March, 2021
-  2 Documented Stays
February, 2021
-  2 Documented Stays
January, 2021
-  3 Documented Stays
December, 2020
-  3 Documented Stays
November, 2020
-  6 Documented Stays
October, 2020
-  4 Documented Stays
September, 2020
-  Listing hma321.2060269.2624801 First
Crawled
September 21st, 2020
-  Listing hma321.2060269.2624801 First
Activity
September 21st, 2020
-  Listing air44435961 First Crawled
September 20th, 2020
-  Listing air44435961 First Activity
September 11th, 2020



PLANNING & ZONING
HURRICANE CITY
UTAH

147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

FINAL SITE PLAN APPLICATION

For office use only: \$250.00 Fee
File No. 2022-FSP-06
Receipt No. 8.157982

Name: PERRY DEVELOPMENT, LLC Telephone: 435-251-9090

Address: 2250 N. CORAL CANYON BLVD. #215 Fax No. NA

Agent (If Applicable): GREG SANT Telephone: 435-414-4444

Email: SAME Agent Email: greg.perryhomesvtah@gmail.com

Address/Location of Subject Property: 2670 W. 600 N.

Tax ID of Subject Property: _____ Zone District: _____

Proposed Use: (Describe, use extra sheet if necessary) AMENITY CENTER FOR COMMUNITY

Submittal Requirements: This application must be accompanied by a set of development plans which meet the following standards:

- Plans shall be drawn at a scale of no smaller than 1" = 100'
- Submit one (1) set of plans on 11 x 17-inch paper. Also submit one (1) copy of all plans on larger sheets whenever a reduction is required.
- Except for the landscaping plan, the other plans shall be prepared, stamped and signed by a professional engineer licensed by the State of Utah.

The following shall be shown on separate sheets:

1) Site plan including:

- ☒ a) All facilities related to the project located within two hundred and fifty (250) feet of the site boundary.
- ☒ b) Layout, dimensions, and names of existing and future road rights-of-way.
- ☒ c) Project name, North arrow, and tie to a section monument.
- ☒ d) The boundary lines of the project site with bearings and distances.
- ☒ e) Layout and dimensions of proposed streets, buildings, parking areas, and landscape areas.
- ☒ f) Location, dimensions, and labeling of other features such as bicycle racks, dumpsters, trash cans, fences, signage, and mechanical equipment.
- ☒ g) Location of man-made features including irrigation facilities, bridges, and buildings

- ☒ h) A tabulation table showing total gross acreage, square footage of street rights-of-way, square footage of building footprint, square footage of total building floor area, number of parking spaces, and, if any, the number and type of dwellings and the percentage devoted to each dwelling type and overall dwelling unit density.
- ☒ i) Identification of property, if any, not proposed for development, and.
- ☒ j) Proposed reservations for parks, playgrounds, and school or other public facility sites, if any.

2) Grading and drainage plan showing the following:

- ☒ a) North arrow, scale, and site plan underlay.
- ☒ b) Topography contours at two (2) foot intervals.
- ☒ c) Areas of substantial earth moving (typically significant cut, fill or retaining walls in excess of four [4] feet) with an erosion control plan.
- ☒ d) Location of existing watercourses, canals, ditches, wells, culverts, and storm drains and proposed method of dealing with all irrigation and wastewater.
- ☒ e) Direction of storm water flows, catch basins, inlets, outlets, waterways, culverts, detention basins, orifice plates, outlets to off-site facilities, and off-site drainage facilities when necessary based on City requirements.

3) Utility plan showing the following:

- ☒ a) North arrow, scale, and site plan underlay
- ☒ b) All existing and proposed utilities including but not limited to: sewer, culinary water, secondary water, fire hydrants, storm drains, subsurface drains, gas lines, power lines, communications lines, cable television lines, and streetlights;
- ☒ c) Minimum fire flow required by Fire Code for the proposed structures and fire flow calculations at all hydrant locations.
- ☒ d) Location and dimensions of all utility easements; and
- ☒ e) A letter from sewer providers, addressing the feasibility and requirements to serve the project.

4) Landscaping plan, consistent with the requirements of Chapter 10-32 of the Land Use Ordinance.

5) Building elevations for all buildings showing the following:

- ☒ a) Accurate front, rear, and side elevations drawn to scale.
- ☒ b) Exterior surfacing materials and colors, including roofing material and color.
- ☒ c) Outdoor lighting, furnishings, and architectural accents; and
- ☒ d) Location and dimension of signs proposed to be attached to the building or structure.

Other items that may be requested by the Zoning Administration include but are not limited to:

- N/A 1) Any necessary agreements with adjacent property owners regarding storm drainage and other pertinent matters.
- _____ 2) A traffic impact analysis.
- ✓ 3) Warranty deed or preliminary title report or other document showing evidence that the applicant has control of the property (see attached affidavit); and
- ✓ 4) Evidence of compliance with all applicable federal, state, and local laws and regulations.

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. Contact the Planning Department for the deadline date for submissions. Once your application is deemed complete, it will be put on the agenda for the next Planning Commission meeting. A deadline missed due to an incomplete application, could result in a month's delay.

.....

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

Date application deemed to be complete: _____ Completion determination made by: _____



STAFF COMMENTS

Agenda Date:	5/12/2022
Application Number:	2022-FSP-06
Type of Application:	Final Site Plan Application
Action Type:	Administrative
Applicant:	Perry Development LLC
Agent:	Greg Sant
Request:	Approval of a Final Site Plan and Plat
Location:	2670 W 625 N
Zoning:	R1-8 PDO
General Plan Map:	Planned Community

Discussion: The applicant is seeking a final site plan for 1.667 Acres, containing a pool, pool house, grass areas, four pickleball courts, and parking spaces. This project is part of the Front 9/Eagle Point Development and will be maintained by the associated HOA.

JUC Comments

The Joint Utility Committee has signed off on the construction drawings for this project.

Staff Comments: Final Site Plan

1. This applicant had submitted a preliminary plat and site plan prior to the update to Hurricane City Standards.
2. The lot layout and sizes comply with zoning standards and the preliminary approval. The applicant has proposed switching locations with the amenity area and multi-family unit areas on the site plan. This change allows the amenity area to be closer in alignment with the surrounding development and pulls it off of 600 N. The Planned Development Overlay and associated development agreement allows the applicant to make minor changes in the location of units and amenities and staff has found no concerns about moving the site.
3. Landscaping: The applicant has provided a landscaping plan. Within residential and public uses, at least 10% of the parking area needs to be landscaped. Landscaping around the outside of the parking area has counted towards this percentage. All areas around the parking lot will need to be landscaped. Areas that do not show detailed landscape plans are listed as “desert landscape”. There are a couple of sections of grass area as well.

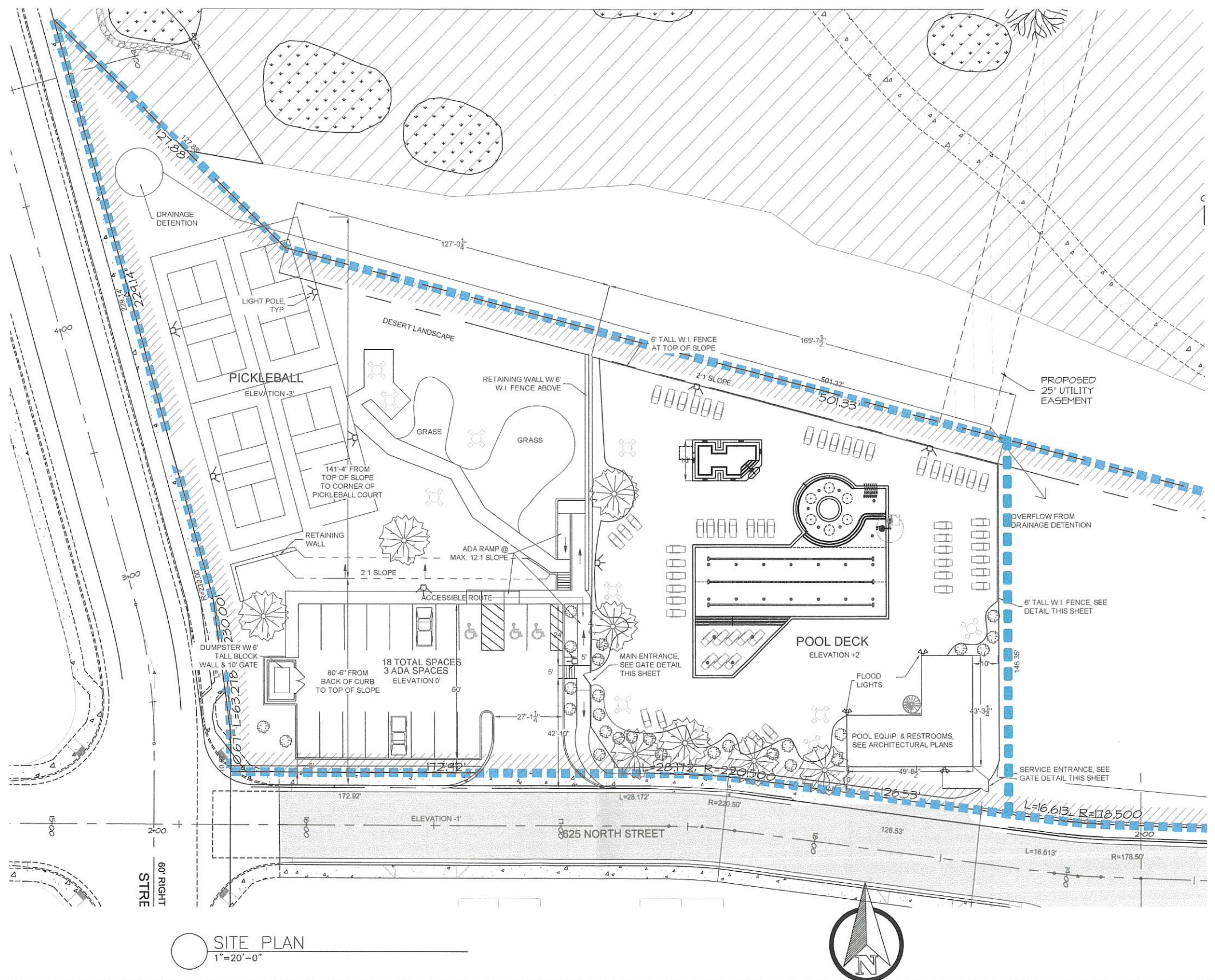


4. **Parking:** The applicant has made a change from the parking plan from the approved construction drawings to the final site plan application. The following are the key changes
 - a. Removed three parking spaces in exchange for a dumpster. The dumpster will need to be properly shielded from public view with a wall as proposed.
 - b. The applicant is supplying three ADA (including a single van parking space) instead of two. Staff would support this move since most of the visitors are within a quarter to half-mile (normal walking distance). This would mean it would be appropriate to provide additional ADA parking spaces to help accommodate those who may not otherwise be able to walk.
 - c. Standards for these types of amenities are not clear in the code, and generally staff would recommend that the Planning Commission approve the parking as long as it meets ADA requirements and if it is within walking distance for most residents.
5. The applicant has provided a building rendering for the pool house, which contains bathrooms and a roof deck. It is located outside of the public utility easements PUE.
6. **Outdoor Lighting:** The applicant has shown several light fixtures around the site, including by the pool and pickleball court. At this time, the applicant has not selected what light fixtures they are planning on using, but has committed to meet Hurricane City standards. Once light fixtures are selected they should be subject to Planning and Building staff review prior to installation to ensure compliance.
7. The applicant has provided a roadway dedication document for 625 N street. The applicant will need to dedicate the street, provide a fire turnaround, and improvements prior to occupancy allowed for the pool. The documentation has been submitted to Engineering for their review.

Staff Recommendation: The staff recommends that the Planning Commission review this application based on the Hurricane City code and standards. Staff would recommend approval subject to the conditions within this report, including

1. Staff approval of the lighting fixture prior to installation
2. That 625 N is fully dedicated, improved, and a fire turnaround is provided according to the sign construction drawings.

EAGLE POINTE AT SKY MOUNTAIN
AMENITIES SITE LAYOUT



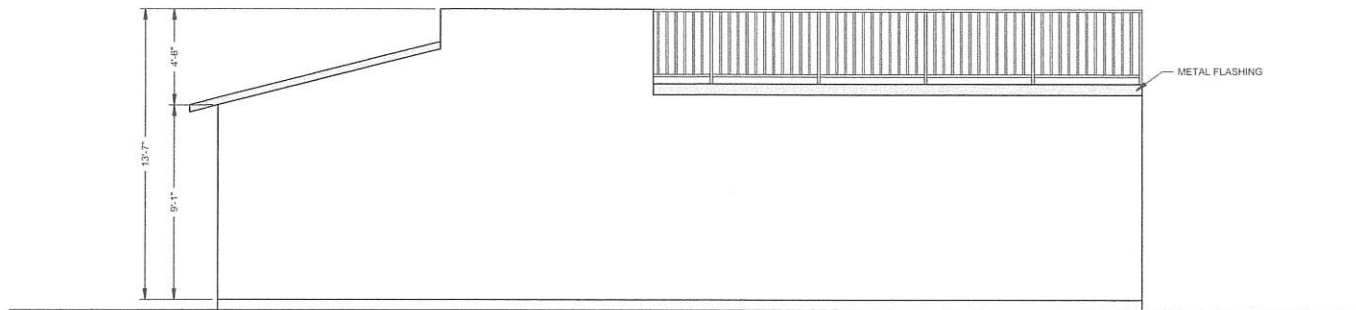
PERRY HOMES

POOL AT SKY MOUNTAIN
PERRY HOMES

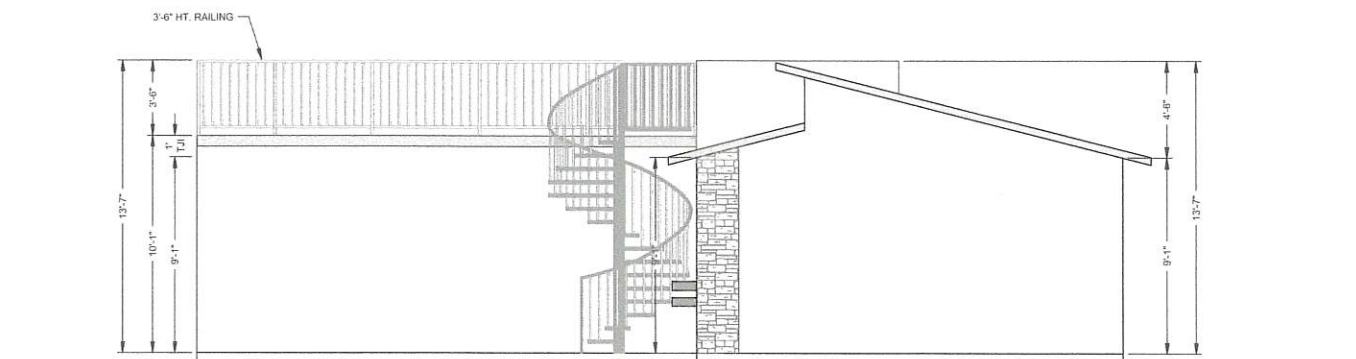
DATE: 4/28/2022
BY: K.L. LUND

SITE PLAN

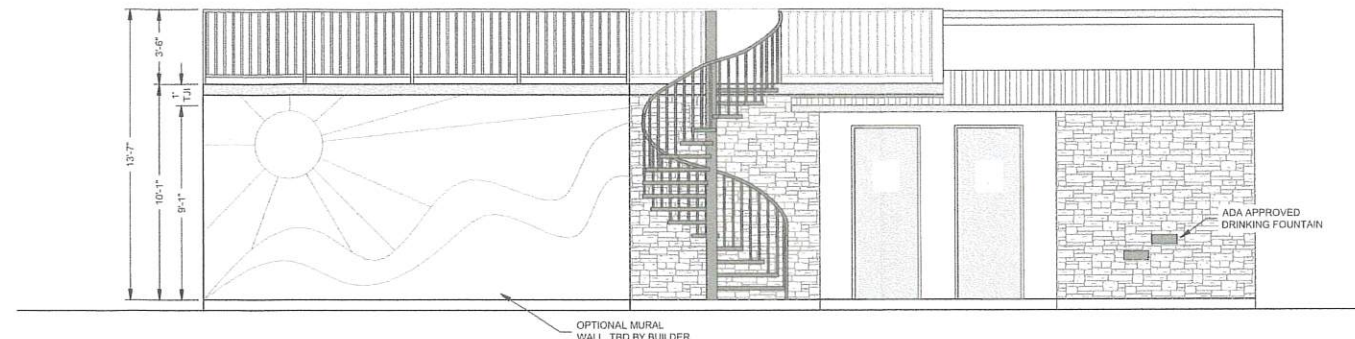
A1



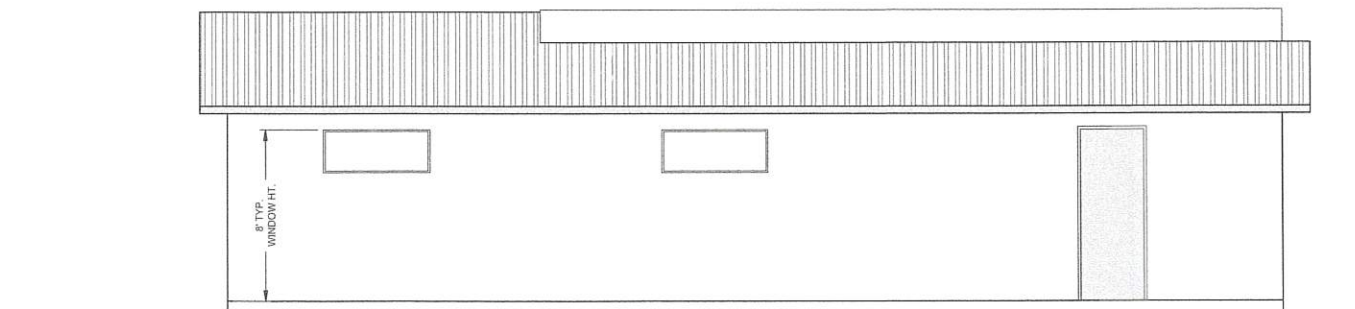
EAST ELEVATION
1/4" = 1'-0"



WEST ELEVATION
1/4" = 1'-0"

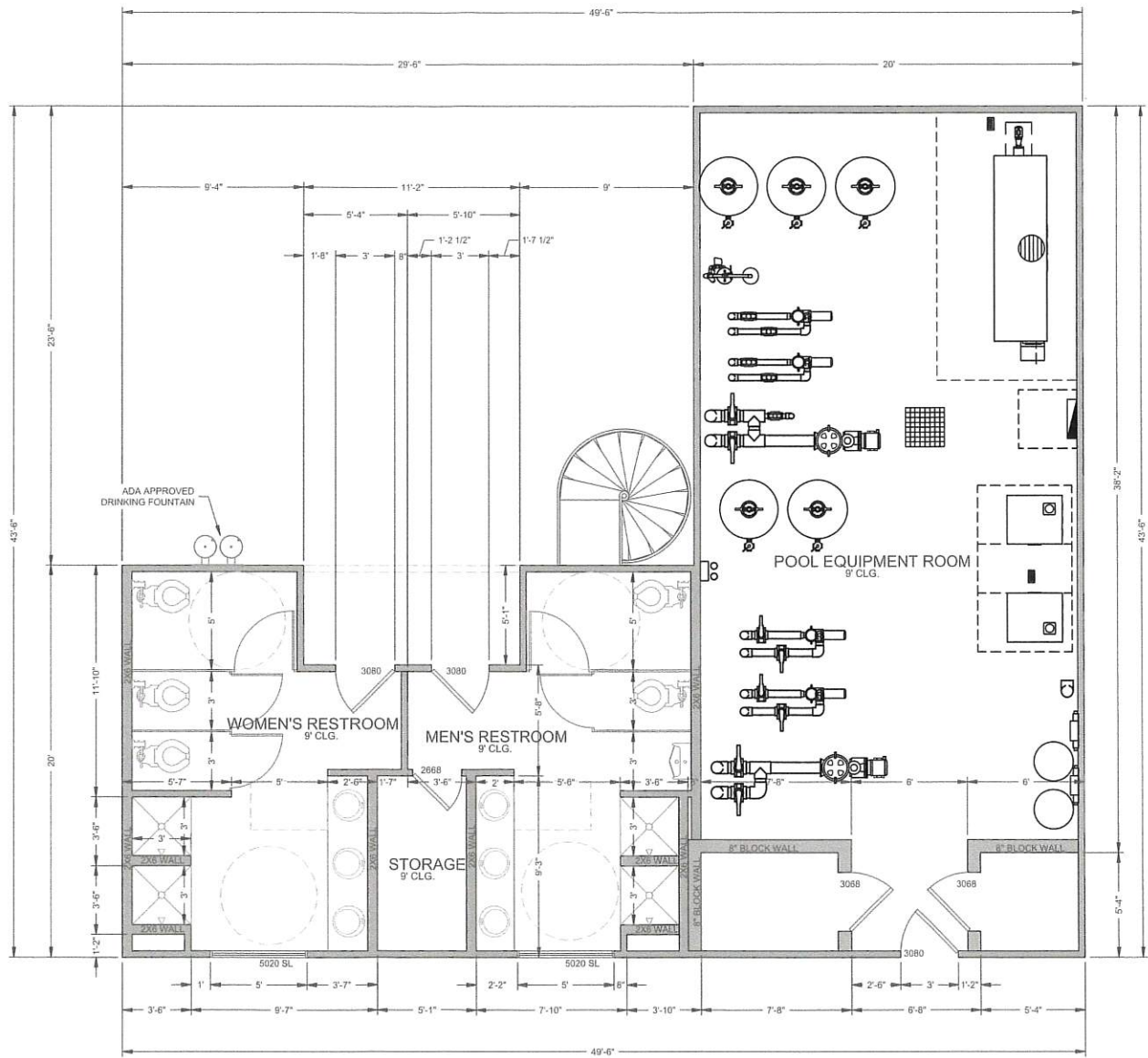


NORTH ELEVATION
1/4" = 1'-0"



SOUTH ELEVATION
1/4" = 1'-0"

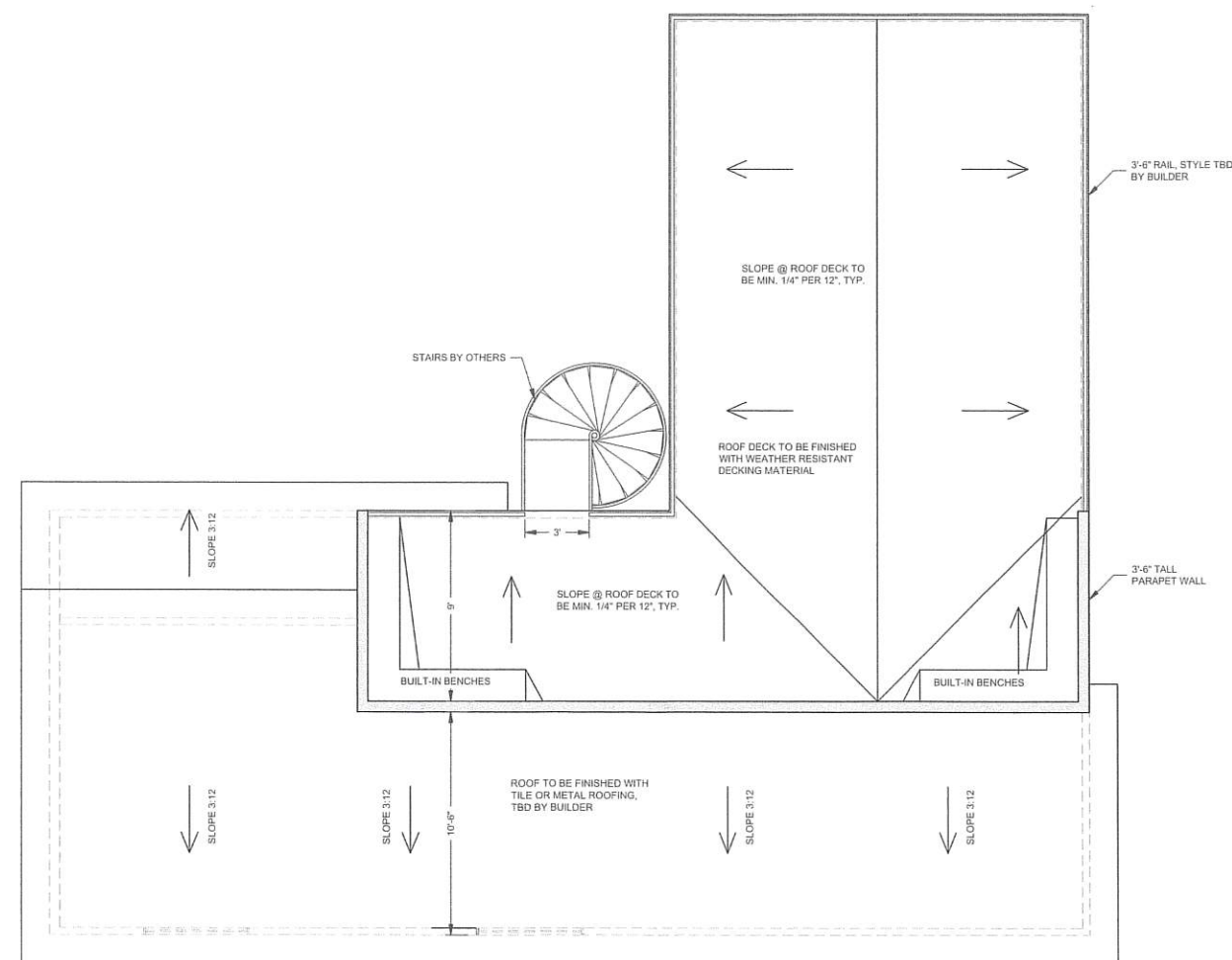
- GENERAL NOTES:
- 1. ALL CONSTRUCTION TO COMPLY WITH THE CURRENT IRC AND ALL LOCAL CODES AND ORDINANCES.
 - 2. ALL PLUMBING TO COMPLY WITH THE CURRENT IPC
 - 3. ALL DIMENSIONS ARE TO FACE OF FRAMING (FACE OF SHEATHING ON EXTERIOR).
 - 4. ALL WALLS ARE 2x4 UNLESS NOTED OTHERWISE.
 - 5. REFER TO ENGINEERING SHEETS FOR DESIGN DATA AND SPECIFICATIONS OF STRUCTURAL MEMBERS
 - 6. REFER TO POOL ENGINEERING FOR INFORMATION ON POOL EQUIPMENT



FLOOR PLAN
1/4" = 1'-0"

ROOF NOTES:

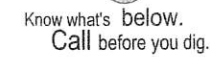
1. ALL 3:12 PITCHED ROOFS TO BE CONCRETE TILES OR METAL ROOF (TO BE SELECTED BY BUILDER) OVER O.S.B. SHEATHING, OVER PRE-ENGINEERED TRUSSES OR 2X FRAMING @ 24" O.C. W/ MINIMUM R-50 INSULATION.
2. ALL 3:12 PITCHED ROOFS TO HAVE DOUBLE UNDERLAYMENT.
3. ROOF DECK TO BE A MINIMUM OF 1/4" PER FOOT SLOPE, WITH WEATHER PROOF FINISH TO BE SELECTED BY BUILDER.
4. PAINT ALL MECHANICAL EQUIPMENT, FLUES, PIPES, ETC TO MATCH ROOF TILE.
5. ALL OVERHANGS TO BE 16" UNLESS OTHERWISE NOTED.



ROOF PLAN
1/4" = 1'-0"

LOCATED IN SECTION 29, TOWNSHIP 41 SOUTH, RANGE 13 WEST
OF THE SALT LAKE BASE AND MERIDIAN
IN THE CITY OF HURRICANE, WASHINGTON COUNTY, UTAH.
DEVELOPED BY: PERRY HOMES UTAH, INC.

LOCATED IN SECTION 29, TOWNSHIP 41 SOUTH, RANGE 13 WEST
OF THE SALT LAKE BASE AND MERIDIAN
IN THE CITY OF HURRICANE, WASHINGTON COUNTY, UTAH.
DEVELOPED BY: PERRY HOMES UTAH, INC.



1. ALL PROPERTY CURBS SHALL BE STAKE/PINNED.
2. UNLESS SHOWN OTHERWISE ON THESE PLANS ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF HURRICANE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION" "ASH CREEK SPECIAL SERVICE DISTRICT," THE "INTERNATIONAL PLUMBING CODE," AND THE "INTERNATIONAL BUILDING CODE." - THE LATEST EDITIONS AS ADMINISTERED BY THE CITY OF HURRICANE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.
4. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE, SPECIFICALLY "APPENDIX J" OF THE "INTERNATIONAL BUILDING CODE," LATEST EDITION, AND REQUIREMENTS PROVIDED IN THE GEOLOGICAL STUDY, TITLED "SIX MOUNTAIN GOLF ESTATES, PROJECT NO. 19002", PREPARED BY LANDMARK TESTING & ENGINEERING, 735 EAST FACTORY DRIVE, ST. GEORGE, UTAH 84740, (435) 486-0566.
5. ALL WORK SHALL BE CONTAINED ON THE SUBJECT SITE ONLY; NO STOCKPILING OR CONSTRUCTION ACTIVITY SHALL OCCUR OFF OF THE APPROVED LOT AREA.
6. THE OWNER (THROUGH THEIR CONTRACTOR) IS RESPONSIBLE FOR ALL ON-SITE DRAINAGE AND DETENTION.
7. THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRASH ENCLOSURE ON THE SITE DURING ALL CONSTRUCTION ACTIVITIES TO CONTAIN DEBRIS AND PREVENT AIRBORNE LITTERING OFF SITE.
8. 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.
9. THE CONTRACTOR IS REQUIRED TO CALL THE CITY FOR INSPECTION OF ALL IMPROVEMENTS RELATED TO THIS PROJECT.
10. THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ANY WORK DONE IN A PUBLIC RIGHT-OF-WAY.
11. FOR PUBLIC STREETS - TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL BE INSTALLED AT LOCATIONS SHOWN IN THE "CONSTRUCTION" "MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES" AND "HURRICANE CITY STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION." STREET NAME SIGNS SHALL BE PLACED AT ALL INTERSECTIONS.
12. ANY NECESSARY MODIFICATIONS SHALL BE APPROVED BY THE DESIGN ENGINEER PRIOR TO CONSTRUCTION.
13. THE CONTRACTOR SHALL PROVIDE EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES DURING ALL CONSTRUCTION IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE AND THE STATE OF UTAH.
14. THE CONTRACTOR SHALL SUBMIT A DUST CONTROL PLAN WITH DETAILS ON EQUIPMENT, SCHEDULING AND REPORTING OF DUST CONTROL ACTIVITIES. THE CONTRACTOR SHALL ALSO PROVIDE A WATER TRUCK TO CONTROL DUST DURING ALL CONSTRUCTION.
15. A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRADING OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL PUBLIC WORKS INSPECTORS & MIKE VERSHMAK AT 435-635-2881 EXT. 191.

PARKS	<u>39</u>	<u>4-20-22</u>
STREETS	<u>W 1st</u>	<u>4-20-22</u>
POWER	<u>4-20-22</u>	
PHONE	<u>Shelton</u>	<u>4-20-22</u>
CABLE	<u>2-28</u>	<u>4-20-22</u>
GAS	<u>28</u>	<u>4-20-22</u>
SEWER	<u>Amherst</u>	<u>4-20-22</u>
FIRE	<u>Rich</u>	<u>4-20-22</u>
WATER	<u>Sh Wm</u>	<u>4-20-22</u>
CITY ENGINEER	<u>Arthur O. Johnson</u>	<u>4-11-2022</u>
PUBLIC WORKS	<u>Miss Vindak</u>	<u>4-20-22</u>
WCMCD	<u>B-J</u>	<u>4-20-22</u>
GIS	<u>Je Rich</u>	<u>4-10-22</u>

CURRENT ZONE:
PDC/R-1-B

TOTAL AREA:
54,811 SQ. FT.
1.36 ACRES

PROJECT LAND USE:
RESIDENTIAL AMENITY

PARKING PROVIDED:
20 STANDARD SPACES
2 ACCESSIBLE SPACES
22 TOTAL SPACES

LANDSCAPED AREA:
17,484 SQ.FT. (0.40 ACRES)

THE DEVELOPER FOR THIS PROJECT IS
PERRY HOMES UTAH, INC.
CONTACT: GREG SANT
2250 NORTH CORAL CANYON BOULEVARD, SUITE 215
WASHINGTON, UTAH 84780 (435) 251-0909 (OFFICE)

THE PROJECT IS LOCATED AT:
2670 WEST 600 NORTH
HURRICANE, UTAH

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ROB REID
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

THE GEOTECHNICAL ENGINEER FOR THIS PROJECT IS:
LANDMARK TESTING & ENGINEERING
795 EAST FACTORY DRIVE
ST. GEORGE, UT 84790 (435) 986-0566

BM 11 TYPE II c/l 3153.49
(STREET MONUMENT)
AT THE CL INTERSECTION OF
600 NORTH & SECTION LINE

SHEET NUMBER	SHEET DESCRIPTION
C1.0	COVER SHEET
C2.0	SITE PLAN
C3.0	GRADING PLAN
C3.1	GRADING CROSS SECTIONS
C4.0	UTILITY PLAN (POWER, WATER & SEWER)
C4.1	UTILITY PLAN (CATV, GAS & PHONE)
C5.0	PLAN & PROFILE - 625 NORTH
C6.0	DETAILS - ASH CREEK S&D
C6.1	DETAILS - HURRICANE CITY
C6.2	DETAILS - HURRICANE CITY
C6.3	DETAILS - HURRICANE CITY
C6.4	DETAILS - HURRICANE CITY
C7.0	EROSION CONTROL PLAN
C7.1	EROSION CONTROL DETAILS

I, ROBERT A. REID, ST. GEORGE, UTAH DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER AS PRESCRIBED BY THE LAWS OF THE STATE OF UTAH AND THAT I HOLD CERTIFICATE OF REGISTRATION (LICENSE) NUMBER 189106. I FURTHER CERTIFY THAT THE DESIGN OF THESE IMPROVEMENT PLANS WAS MADE UNDER MY DIRECTION AND SUPERVISION AND IS ACCURATELY REPRESENTED ON THESE PLANS.

ROBERT A. REID, P.E.

CERTIFICATE NO. 189106

ROSENBERG
A S S O C I A T E S
CIVIL ENGINEERS • LAND SURVEYORS

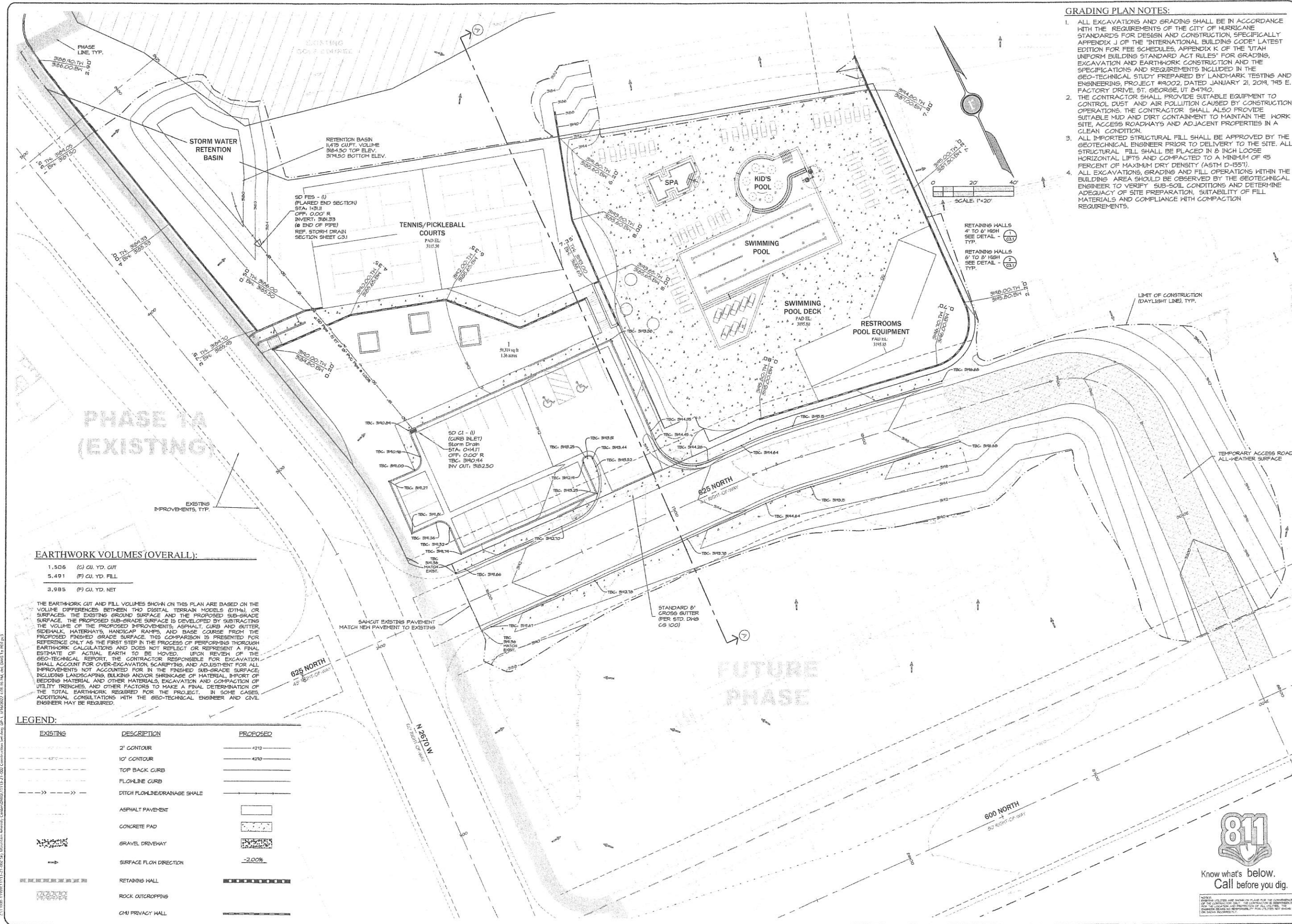


352 East Riverside Drive
Suite A-2
St. George, Utah 84790
Ph (435) 673-5586 Fx (435) 673-8397
www.racivj.com

COVER SHEET
FOR
THE FRONT 9 AT SKY MOUNTAIN - AMENITY CENTER
HURRICANE
UTAH



SHEET
C1.0
1 OF 14 SHEETS



- GRADING PLAN NOTES:**
1. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE STANDARDS FOR DESIGN AND CONSTRUCTION, SPECIFICALLY APPENDIX J OF THE "INTERNATIONAL BUILDING CODE" LATEST EDITION FOR FEE SCHEDULES, APPENDIX K OF THE "UTAH UNIFORM BUILDING STANDARD ACT RULES" FOR GRADING, EXCAVATION AND EARTHWORK CONSTRUCTION AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEO-TECHNICAL STUDY PREPARED BY LANDMARK TESTING AND ENGINEERING, PROJECT #4002, DATED JANUARY 21, 2019, 145 E. FACTORY DRIVE, ST. GEORGE, UT 84740.
 2. 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.
 3. ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL 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).
 4. ALL EXCAVATIONS, 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.

DATE	03/16/2022
JOB NO.	1113-21-002
DESIGNED BY:	DSH
CHECKED BY:	RAR
DWG	Construction Set
DATE	
REVISED	

ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

152 East Riverside Drive
Suite A-2
St. George, Utah 84790
PH (435) 638-1434 FAX (435) 637-0397
www.rosenberg.com

GRADING PLAN
FOR
THE FRONT 9 AT SKY MOUNTAIN - AMENITY CENTER
HURRICANE, UTAH

STATE OF UTAH
No. 18918
ROBERT A. RED
LICENSED PROFESSIONAL ENGINEER

SHEET
C3.0
3 OF 14 SHEETS

EARTHWORK VOLUMES (OVERALL):

1,506	(C) CU. YD. CUT
5,491	(F) CU. YD. FILL
3,985	(F) CU. YD. NET

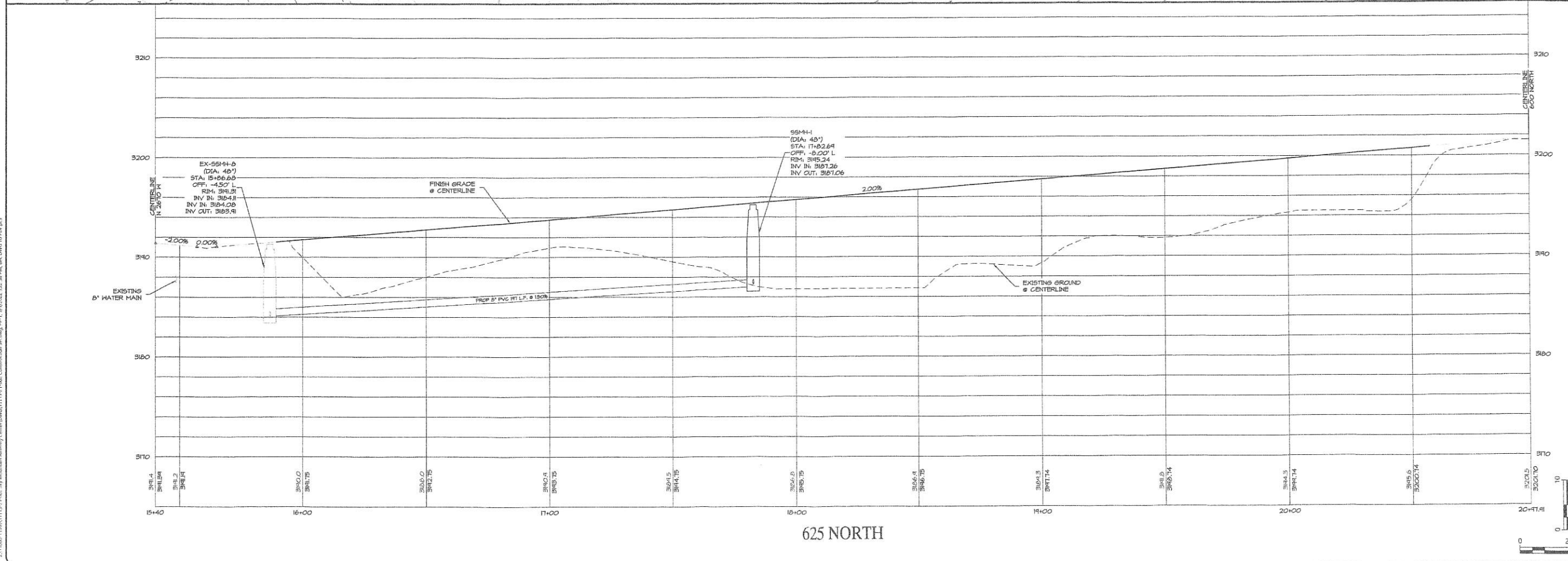
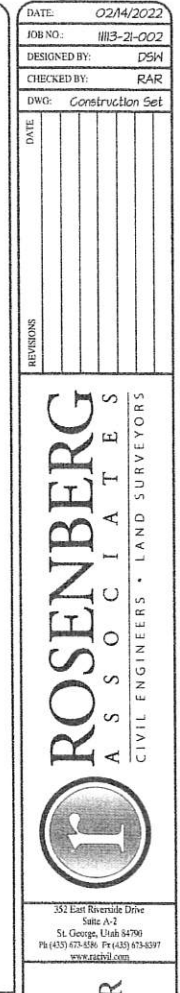
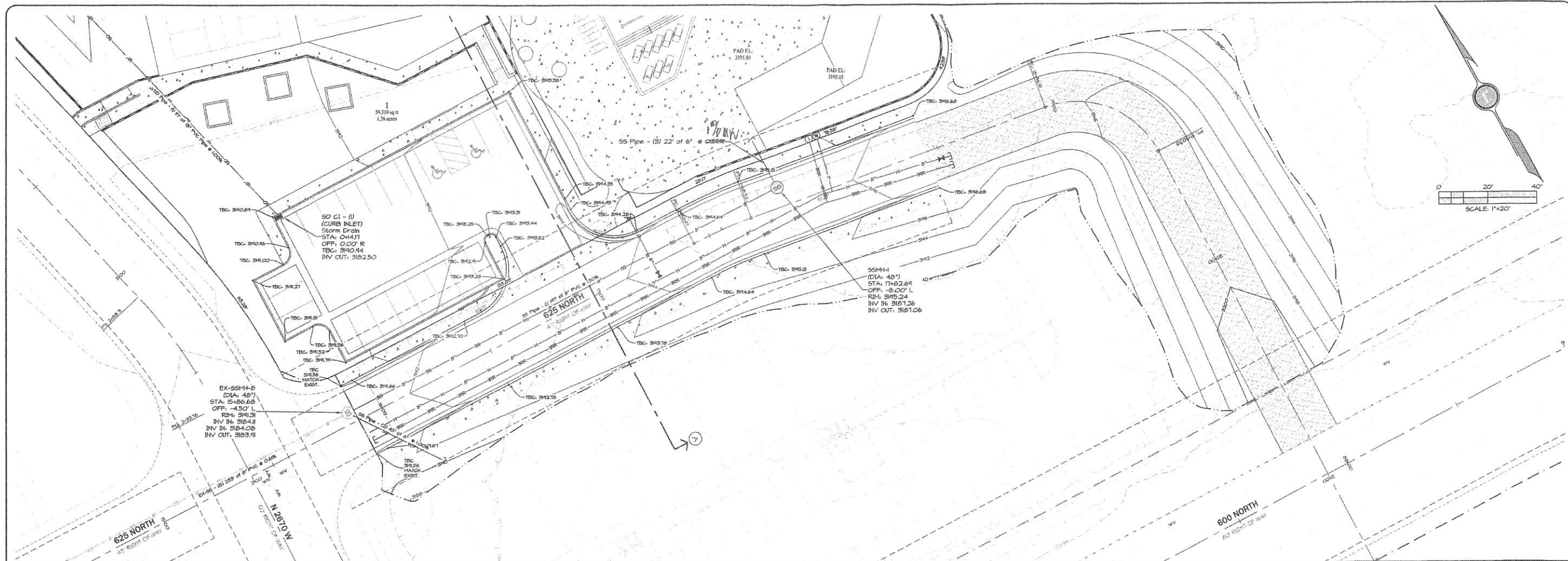
THE EARTHWORK CUT AND FILL VOLUMES SHOWN ON THIS PLAN ARE BASED ON THE VOLUME DIFFERENCES BETWEEN TWO DIGITAL TERRAIN MODELS (DTMs) OR SURFACES. THE EXISTING GROUND SURFACE AND THE PROPOSED SUB-GRADE SURFACE. THE PROPOSED SUB-GRADE SURFACE IS DEVELOPED BY SUBTRACTING THE VOLUME OF THE PROPOSED IMPROVEMENTS: ASPHALT, CURB AND GUTTER, SIDEWALK, WATERWAYS, HANDICAP RAMP, AND BASE COURSE FROM THE PROPOSED FINISHED GRADE SURFACE. THIS COMPARISON IS PRESENTED FOR REFERENCE ONLY AS THE FIRST STEP IN THE PROCESS OF PERFORMING THOROUGH EARTHWORK CALCULATIONS AND DOES NOT REFLECT OR REPRESENT A FINAL ESTIMATE OF ACTUAL EARTH TO BE MOVED. UPON REVIEW OF THE GEO-TECHNICAL REPORT, THE CONTRACTOR RESPONSIBLE FOR EXCAVATION SHALL ACCOUNT FOR OVER-EXCAVATION, SCARPING, AND ADJUSTMENT FOR ALL IMPROVEMENTS NOT ACCOUNTED FOR IN THE FINISHED SUB-GRADE SURFACE, INCLUDING LANDSCAPING, BULKING AND/OR SHRINKAGE OF MATERIAL, IMPORT OF BEDDING MATERIAL AND OTHER MATERIALS, EXCAVATION AND COMPACTION OF UTILITY TRENCHES, AND OTHER FACTORS TO MAKE A FINAL DETERMINATION OF THE TOTAL EARTHWORK REQUIRED FOR THE PROJECT. IN SOME CASES, ADDITIONAL CONSULTATIONS WITH THE GEO-TECHNICAL ENGINEER AND CIVIL ENGINEER MAY BE REQUIRED.

LEGEND:

EXISTING	DESCRIPTION	PROPOSED
---	2' CONTOUR	---
---	10' CONTOUR	---
---	TOP BACK CURB	---
---	FLOWLINE CURB	---
---	DITCH FLOWLINE/DRAINAGE SHALE	---
---	ASPHALT PAVEMENT	---
---	CONCRETE PAD	---
---	GRAVEL DRIVEWAY	---
---	SURFACE FLOW DIRECTION	---
---	RETAINING WALL	---
---	ROCK OUTCROPPINGS	---
---	CMU PRIVACY WALL	---

811
Know what's below.
Call before you dig.

NOTES:
EXISTING UTILITIES SHOWN ON PLAN FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES CAUSED BY CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS PRIOR TO CONSTRUCTION.



The Front 9 at Sky Mountain Amenity Center – Final Site Plan

The Amenity Center was approved as part of the Preliminary Plat for this community. At this time, we present the attached Site Plan for review and approval. Included is the landscaping plan and the building plans and elevations. The Site Construction Drawings are attached for you to answer any Grading, Drainage, and Utility questions. We have already received approval for the construction plans for the site work, but we need this approval to start construction. The following table gives the project data:

Total Gross Area = 72,600 S.F. – 1.667 Acres

625 North ROW Area = 7,790 S.F.

Pool Area = 24,500 S.F.

Bathrooms/Mech. Rm. Floor Area = 1,460 S.F.

Parking Lot Area and Number of parking spaces = 8,540 S.F. – 18 Parking Spots

Total Landscaped Area = 25,539 S.F.

Detention Basin Area = 5,434 S.F.

All Dwelling Units that will have access to this amenity center are with walking distance, therefore, 18 parking spaces will be sufficient. There is an average of 150 feet from the center line of the golf course to this facility. Perry Development, LLC owns all the way to the fairway grass, therefore the court area that sticks out past the blue dashed line is still on Perry's property. We have yet to design the courts exactly, so at this time we have shown it as is. The pool area is totally enclosed by a fence that meets the building code, and this amenity center will be maintained by the HOA.

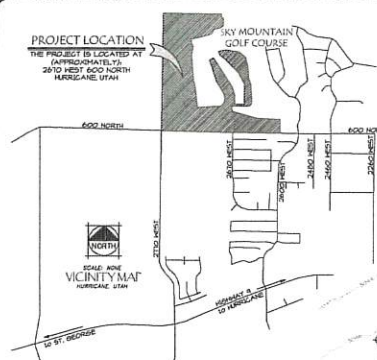
Submitted By:

Greg Sant

Perry Homes Utah, Inc

Land Development Manager

Greg.perryhomesutah@gmail.com

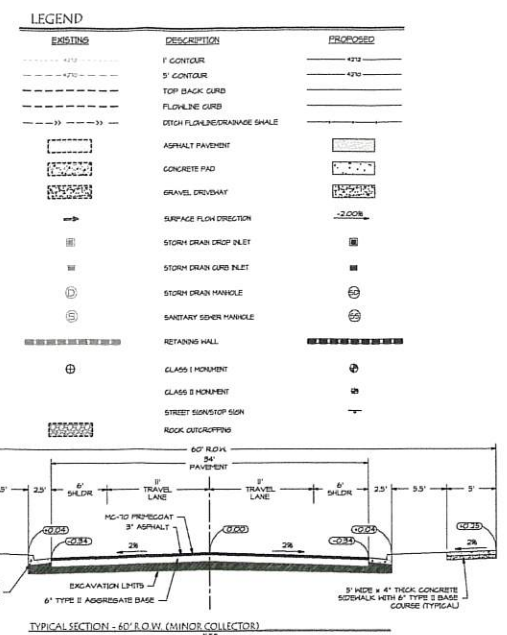


THE FRONT 9 AT SKY MOUNTAIN PRELIMINARY PLAT

LOCATED IN SECTION 29, TOWNSHIP 41 SOUTH, RANGE 13 WEST
OF THE SALT LAKE BASE AND MERIDIAN
IN THE CITY OF HURRICANE, WASHINGTON COUNTY, UTAH.
DEVELOPED BY: GREG SANT



- SITE LEGEND**
- PHASE 1 - 600,865 SQ. FT. (13.65 ACRES)
COMMON AREA - 158,750 SQ. FT. (3.6 ACRES)
BUFFER AREA - 20,241 SQ. FT. (0.47 ACRES)
 - PHASE 2 - 1,020,325 SQ. FT. (23.41 ACRES)
COMMON AREA - 188,844 SQ. FT. (4.31 ACRES)
BUFFER AREA - 29,821 SQ. FT. (0.68 ACRES)
 - PHASE 3 - 1,020,325 SQ. FT. (23.41 ACRES)
COMMON AREA - 188,844 SQ. FT. (4.31 ACRES)
BUFFER AREA - 29,821 SQ. FT. (0.68 ACRES)
 - PHASE 4 - 1,020,325 SQ. FT. (23.41 ACRES)
COMMON AREA - 188,844 SQ. FT. (4.31 ACRES)
BUFFER AREA - 29,821 SQ. FT. (0.68 ACRES)
 - AREA OF EXISTING 60.7' COURSE PROPERTY (18,224 SQ. FT. (0.42 ACRES))
 - BUFFER AREA (TOTAL FOR DEVELOPED AREA) (124,938 SQ. FT. (2.85 ACRES))
 - COMMON AREA (TOTAL FOR DEVELOPED AREA) (1,249,320 SQ. FT. (28.5 ACRES))
 - EXISTING SEWER MAIN



OWNER/DEVELOPER/CONTACT
THE DEVELOPER FOR THIS PROJECT IS
PERRY HOMES UTAH, INC.
GREG SANT
2250 NORTH CANYON BOULEVARD, SUITE 205
WASHINGTON, UTAH 84140 (435) 231-4040 (OFFICE)

PROJECT LOCATION
THE PROJECT IS LOCATED AT:
2610 WEST 800 NORTH
HURRICANE, UTAH

PROJECT ENGINEER
THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
ROB REID
392 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84140 (435) 813-0566

GEOTECHNICAL ENGINEER
THE ENGINEER FOR THIS PROJECT IS:
LANDMARK TESTING & ENGINEERING
1815 EAST FACTORY DRIVE
ST. GEORGE, UT 84140 (435) 496-0566

DATE: 07/02/2018
JOB NO.: BE-10
DRAWN BY: DSH
CHECKED BY: RAR
FILE: Preliminary Plat

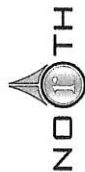
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252 East Riverside Drive, Suite A2
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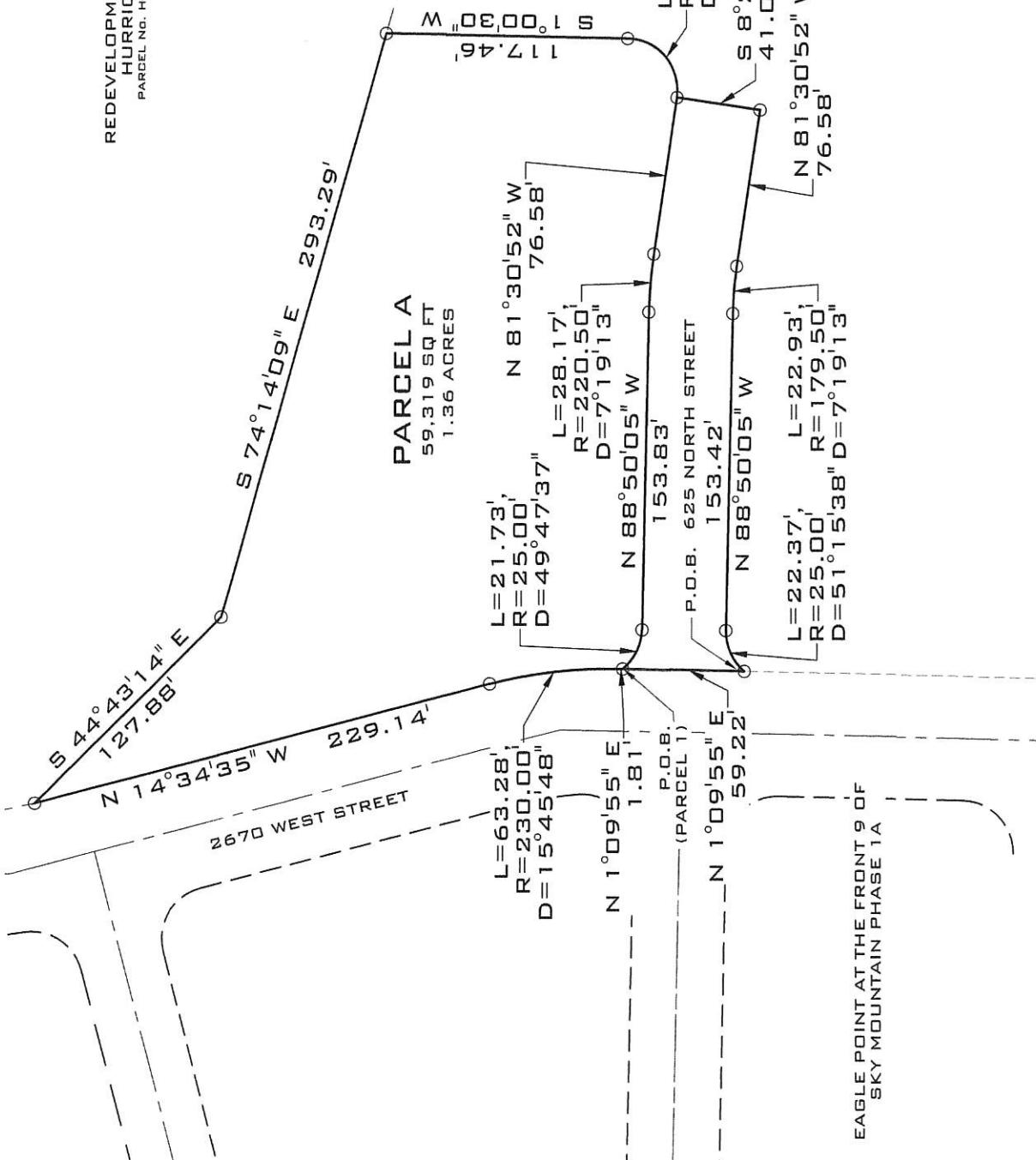
PRELIMINARY PLAT
FOR
THE FRONT 9 AT SKY MOUNTAIN
HURRICANE, UTAH

1
1 OF 1 SHEETS

REDEVELOPMENT AGENCY OF
HURRICANE CITY
PARCEL NO. H-3-1-29-3111-RD2



PERRY DEV. LLC
PARCEL NO. H-3-1-29-324-RD2



DATE:	05/03/22
JOB NO.:	11113-21-002
DRAWN BY:	C.G.A.
SCALE:	1"=80'
DWG:	SURVEY-EXHIBIT
REVISIONS	
DATE	



ROSENBERG
ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS

352 EAST RIVERSIDE
DRIVE, SUITE A-2
ST. GEORGE, UTAH
84790
435.673.8586
WWW.RADIVIL.COM

EXHIBIT MAP

Exhibit "A"

Parcel A

Beginning at a point on the East line of 2670 West Street, said point being South 88°50'05" East 1,659.83 feet along the section line and North 01°09'55" East 231.86 feet from the Southwest Corner of Section 29, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence Northerly along the Easterly line of said 2670 West Street the following (3) courses;

thence North 01°09'55" East 1.81 feet;

thence North 63.28 feet along an arc of a 230.00 foot radius curve to the left (center bears North 88°48'47" West, long chord bears North 06°41'41" West 63.08 feet with a central angle of 15°45'48");

thence North 14°34'35" West 229.14 feet;

thence South 44°43'14" East 127.88 feet;

thence South 74°14'09" East 293.29 feet;

thence South 01°00'30" West 117.46 feet;

thence Southwest 42.53 feet along an arc of a 25.00 foot radius curve to the right (center bears North 88°59'30" West, long chord bears South 49°44'49" West 37.59 feet with a central angle of 97°28'38");

thence North 81°30'52" West 76.58 feet;

thence West 28.17 feet along an arc of a 220.50 foot radius curve to the left (center bears South 08°29'08" West, long chord bears North 85°10'28" West 28.15 feet with a central angle of 07°19'13");

thence North 88°50'05" West 153.83 feet;

thence Northwest 21.73 feet along an arc of a 25.00 foot radius curve to the right (center bears North 01°09'55" East, long chord bears North 63°56'16" West 21.05 feet with a central angle of 49°47'37") to the Point of Beginning.

Containing 59,319 square feet or 1.36 acres.



May 3, 2022

Exhibit "A"

625 North Street

Beginning at a point on the East line of 2670 West Street, said point being South 88°50'05" East 1,659.83 feet along the section line and North 01°09'55" East 172.64 feet from the Southwest Corner of Section 29, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 01°09'55" East 59.22 feet along the Easterly line of said 2670 West Street;
thence Southeast 21.73 feet along an arc of a 25.00 foot radius curve to the left (center bears North 50°57'33" East, long chord bears South 63°56'16" East 21.05 feet with a central angle of 49°47'37");

thence South 88°50'05" East 153.83 feet;

thence East 28.17 feet along an arc of a 220.50 foot radius curve to the right (center bears South 01°09'55" West, long chord bears South 85°10'28" East 28.15 feet with a central angle of 07°19'13");

thence South 81°30'52" East 76.58 feet;

thence South 08°29'08" West 41.00 feet;

thence North 81°30'52" West 76.58 feet;

thence West 22.93 feet along an arc of a 179.50 foot radius curve to the left (center bears South 08°29'08" West, long chord bears North 85°10'28" West 22.92 feet with a central angle of 07°19'13");

thence North 88°50'05" West 153.42 feet;

thence Southwest 22.37 feet along an arc of a 25.00 foot radius curve to the left (center bears South 01°09'55" West, long chord bears South 65°32'06" West 21.63 feet with a central angle of 51°15'38") to the Point of Beginning.

Containing 11,384 square feet or 0.26 acres.



May 3, 2022

10-3-4: DEFINITIONS OF WORDS AND PHRASES

OPEN SPACE: Generally unobstructed land such as, but not limited to, landscaped buffers and yards, parks, trails, meadows, forested areas, pastures, and farm fields, excluding parking areas.

Open Space: Any space in a development that does not contain any structures or amenities, except for park or recreation amenities, as defined herein. All Open Space must be completely landscaped with sod, trees, xeriscape, gardens or agricultural use. Natural features such hillside, natural landscapes, washes, and other natural open spaces shall also be consider open space.. Buildings, streets, parking lots, private yards, and landscaping within the rights-of-way for streets shall not be counted as Open Space.

Commented [1]: Maybe look at defining a size.

10-13-7: SPECIAL REGULATIONS:

A. Animals: Within R1, RM, and MH/RV Zones, where permitted by the zone, the keeping of animals shall normally be simultaneous with occupied residential use. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

B. Larger Accessory Buildings: Notwithstanding the maximum building size limitation shown in section [10-13-4](#), [table 10-13-2](#) of this chapter, the maximum size of an accessory building may be increased pursuant to a conditional use permit in accordance with the standards in section [10-7-9](#) of this title.

C. Increased Height: Notwithstanding the height limitations shown in section [10-13-4](#), [table 10-13-2](#) of this chapter a greater building height may be allowed in Residential Zones pursuant to a conditional use permit in accordance with the standards in section [10-7-9](#) of this title.

D. Separation: To buffer the dwelling areas and provide site safety, multi-family projects shall be separated from different land uses by means of a landscape barrier, a berm, a wall, or other means approved by the Planning Commission during final site plan. The commission will consider adjacent land uses and zoning when determining an acceptable separation design. (Ord. 2018-09, 9-6-2018)

~~E. Open space. In multiple-family residential zones, common open space should equal or exceed the ground floor area of all buildings on site. Projects greater than one story should provide common open space equivalent to the ground floor area plus 50 percent of all additional floor area.~~

10-33-5: SITE PLAN DESIGN:

A. General Considerations: Site layout should help create a coherent and unified project. The impact of site design on surrounding property owners should be taken into consideration. Projects should be designed to minimize negative impacts on adjoining property.

B. Loading And Service Bays: Landscaped areas and walls should be used to decrease noise levels. Service and loading bays (automotive, service, tire, etc.) shall be oriented away from neighboring residential areas and major public streets.

C. Natural Features: Prominent natural features of land, as shown on a natural features inventory, such as hillsides, views or other features should be considered when designing the site. The design should seek to preserve significant natural features and avoid site design problems associated with floodplains, steep slopes, drainage areas, or other similar features.

D. Noise Impact: Site design shall include provisions for limiting noise, particularly as to adjacent residential property. The occupants of a development should be protected from noise from both outside and within the site through screening, berming, setbacks, and building materials. Noise generating equipment should be located and buffered to minimize impact on adjacent residential uses or districts.

E. Open Space: Open space should be used as a buffer between adjacent properties.

1. The open space within a development should be integral to the development, not small leftover pieces of land.

a. One tree shall be planted for every 1,000 square feet of landscaped open space

2. Courtyard areas should be designed as usable space.

3. Recreation and outdoor activity areas should be provided to accommodate all users. Development projects oriented toward elderly users should be provided with passive activities.

4. Amenities within a development project should be proportional to the size of the project.

5. Open space should be an integral part of a development project, connecting recreational facilities with other areas utilizing continuous common areas.

6. Private open spaces such as patios and balconies are encouraged. Patios and balconies should be a minimum sixty (60) square feet in area and have a minimum narrow dimension of six feet (6').

7. In Multiple-Family Residential Zones and multifamily areas of Planned Developments, open landscaped space shall be at least 20% of the total land space of the development.

1. Areas with sensitive lands can only count towards this open space if some feature or amenity is added such as a trail in order to make the land usable.
2. Landscape Buffering should be a minimum of 10' wide, and shall contain a total of one tree and three shrubs every 35'.

3. All areas that are unencumbered by improvements shall be landscaped and treated in a way to control dust and weeds. This may include additional landscape treatments, rocks, or planting of natural vegetation.

4. Townhome developments with backyards extending at least 10 feet from the back of houses shall only be required to have 15% open space.

5. Duplex developments with backyards extending at least 10 feet from the back of houses shall only be required to have 10% open space.

6. Planning Commission may lower the amount of open landscaped space or amenities required for development under 50 units if the development is within one-quarter mile of a city park

7. Open and common space must contain some kind of amenities as laid out below

Number of units	Number of required amenities
0-15	0
16-50	1
51-100	3
101-200	4
201-300	5

- a. Developments above 300 units shall add one amenity for every 50 units.
- b. Amenities may include but are not limited to pools of at least 1500 sq ft, health or fitness facilities, playgrounds, community gardens, dog parks, sport courts, and club houses. All amenities shall be built to commercial standards.

Commented [2]: Do you think we should have any buffering requirements? I would almost rather have a buffering requirement in some places instead of a wall.

Commented [3]: we may want to change this for projects with 50 or 100 units or less. That way it is clear that larger project need to put in full amenities.

c. If multiple amenities are required, the type shall vary. Duplicates of amenities should all be avoided but may be approved by the Planning Commission.

d. Open landscaped space and amenities shall be centrally located within the development or otherwise easily accessed by all residents within the development. All amenities and open space shall have walking trails or sidewalks for access. Each unit within a development shall be within quarter mile of an amenity. Where applicable, multiple amenities should be placed throughout the property to ensure equitable access.

d-e. Amenities shall be maintained by a common ownership or deeded to the city.

f. Amenity plans shall be submitted with preliminary site plans and shall be approved or denied by the Planning Commission based on the Commission's determination of whether the number, nature, and size of the proposed amenities in the amenity plan satisfies the requirements and purposes of this chapter.

g. Development may be phased. Public and Owners' Association-owned amenities shall be fully developed and operational in conjunction with each phase of the subdivision as a percentage of the total developed of number of units in the subdivision (for example, if 25% of the units of the development is being constructed, then a minimum of 25% of the dollar value of the built-out amenities must be developed).

e-h. All amenities designed and designated to be transferred to City ownership and maintenance must meet Hurricane City Design Standards. The City must review and approve any improvements that will be owned and maintained by the City as part of the construction drawing review.

Commented [4]: I think we should just match this with our RR zoning standard.

F: Outdoor Lighting Plan: All final site plans shall submit an outdoor lighting plan that complies with Hurricane outdoor lighting standards.

G. Outside Storage: Approved outside storage areas shall be screened from street view and nearby residence, office, and commercial areas. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

H. Pedestrian Circulation: A network of convenient, safe, and raised or textured pedestrian paths should connect areas within the project, and the project to adjacent properties and transit facilities.

1. The location and number of access points to a site, the interior circulation pattern, and the separation between pedestrians and vehicles should be designed to maximize safety and convenience, and should be harmonious with proposed and neighboring buildings.

2. Trails should be at least 10 feet wide unless they are so marked on the Active Transportation Master Plan. Trails indicated on the Active Transportation Master Plan shall be at least 12 feet wide

4. For multifamily developments or Planned Developments a pedestrian circulation plan shall be submitted with the Preliminary Plat application. Pedestrian circulation plan shall contain:

- a. Location of walkways
- b. Width of walkways
- c. Connection points between adjacent properties
- d. Location of Active Transportation Master Plan trails, if any, in the vicinity of the property and any internal pathways connections to these trails
- e. Connections between residential buildings and amenities
- f. Street crossings and crosswalks which shall be clearly marked

5. Covered or locked bicycle storage shall be provided in all multifamily developments at a rate of one space per two units

- a. This shall be provided through private storage like garages or storage units or public storage like covered bike parking under shared staircases.

I. Privacy: Site design and floor plan layouts should be organized to provide privacy for the proposed project and surrounding uses. Window and door placement, and patio/balcony areas should not directly overlook adjacent properties.

J. Security: A site should be designed to avoid creating conditions which may invite criminal activity.

1. Buildings, windows, and landscaping should be located to maximize surveillance of entryways, pathways, and parking lots.

2. Adequate lighting should be provided throughout the development.

K. Solar Exposure: An energy efficient design which reduces summer heat gain and winter heat loss and encourages outdoor usable areas should be incorporated into the site plan.

1. An energy efficient design to reduce summer heat gain through window and door placement, and landscaping, use of innovative construction materials, or building orientations is encouraged.

2. Providing shade for outdoor activity areas such as picnic areas and courtyards is encouraged.

L. Trash And Refuse Collection Areas: Areas which generate noise and odors shall be located to minimize the impact on adjacent property owners or users. Such areas shall be screened from view. Refuse enclosures at highly visible locations should be six feet (6') high, constructed of materials to match main buildings on the site, and provide latching gates for screening the opening to the enclosure.

M. Walls: Different projects and uses should be physically separated to minimize the impact of unattractive or noisy areas and provide a buffer between properties.

1. Walls which front on a public street should be designed to include colors, materials, forms, and architectural accents compatible with the main building.

2. Minimum requirements for screening walls: See chapter 37 of this title.

N. Auxiliary Equipment: Generators and other large auxiliary equipment should be placed at locations where they will be least intrusive in terms of noise, appearance, and odors, particularly for occupants of neighboring properties.

1. Equipment should be kept low to the ground.

2. Walls, landscaping, and other materials shall be used to screen auxiliary equipment.

O. Minimum Site Plan Requirements: See applicable base and overlay zone standards (chapters 11 to 30) of this title. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

10-33-7: OUTDOOR LIGHTING

The purpose of this section is to encourage lighting practices that minimize light pollution, glare, light trespass, and sky glow in order to preserve the night sky and the rural character of our community

1. Scope: All exterior lighting installed after the effective date of this ordinance shall conform to the requirements of this section.

2. Requirements: Only lighting that is needed shall be installed.

a. For commercial and industrial properties: exterior lighting shall be fully cut off, focused downwards, and fully shielded so that no light source is visible, and placed and screened so that it does not cause light trespass on any adjacent properties.

- i. Fully cut off lighting shall be defined as lighting fixtures that have completely opaque tops and sides, such that light can only escape from the bottom and is aimed towards the ground with no light aiming upwards
 - b. All new exterior lighting shall have a color temperature of three thousand (3,000) K or less, with a temperature of two thousand seven hundred (2,700) K preferred.
 - c. Walkway lighting within multifamily developments and planned developments shall be fully shielded and no more than one thousand (1000) lumens and no more than three feet above the ground
 - d. Motion sensor lighting shall not be on for more than five minutes a time
 - e. Gas canopy and drive-up cover lighting shall be down-lighting and recessed so no part of any light fixture or lens extends below the lower surface of the canopy frame.
 - f. Recreational facilities shall be required to have full cutoff light fixtures and not have light trespass onto adjacent properties except for where it is unavoidable
 - g. Light poles with floodlights in parking lots and other such facilities shall not exceed eighteen (18) feet in height and shall adhere to all other requirements of this chapter
 - h. Signs: Signs may be unlighted, lighted externally, lighted internally, or backlit. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighted signs must have stationary and constant lighting.
3. Exceptions:
- a. Lighting that has a brightness of less than one thousand (1,000) lumens (~~approximately one 60 watt incandescent light bulb~~), or ~~one sixty (60) watt bulb~~
 - b.a. Floodlights with external shielding of the light source and is angled towards the ground at 30 degrees or less
 - c.b. Temporary lighting by emergency services
 - d.c. Lighting for the United States of America and State of Utah flags
 - e.d. Lighting for public or private outdoor events provided the lighting is turned off by 12:00 am and the event is in compliance with all other city ordinances
 - f.e. Holiday lighting: Any decorative lighting put up on a temporary time period for the celebration of a special event or holiday

g.f. The lighting of telecommunication towers to meet Federal Aviation Administration regulations;

h.g. Lighting at airports in order to comply with Federal Aviation Administration requirements. All other lighting must meet this code.

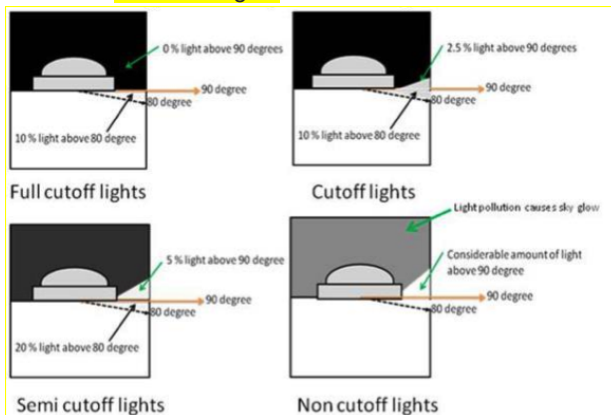
i.h. Lighting used only for recreational lighting when all reasonable measures have been taken to minimize the lighting of surrounding properties. Any adjacent luminaires surrounding the recreational facility, such as lighting for sidewalks, are not exempt.

j.i. Motion sensor lights that are on for less than five minutes at a time.

4. Nuisance lighting: Light trespass from all commercial and industrial properties to residential properties in a way that causes a nuisance is prohibited.

5. Diagrams and exhibits: Guidelines for outdoor lighting are below

a. Cutoff lights



Examples of Acceptable / Unacceptable Lighting Fixtures



4-2-2: ENUMERATION OF NUISANCES:

A. Specified: Nuisances shall include, but shall not be limited to, the following:

1. Rubbish: Keeping or depositing on, about or over property or premises, or maintaining or allowing to remain on said property or premises, any of the following:

a. Rubbish, refuse, junk, trash or debris.

b. Abandoned, discarded or unused furniture, equipment, automobiles, stoves, refrigerators, freezers, construction materials, cans, containers or other objects not being used.

2. Befouling Water: Befouling water in any spring, stream, well or water source supplying water for culinary purposes.

3. Privies, Cesspools: Allowing any privy vault or cesspool, or other individual wastewater disposal system, to become a menace to health or a source of odors or contamination to air or water.

4. Garbage Containers, Offensive: Permitting any garbage container to remain on the premises when it has become unclean and offensive.

5. Garbage Accumulation: Allowing vegetable waste, garbage, litter, filth or refuse of any nature to accumulate within or upon any property, except when it is temporarily deposited for immediate removal.

6. Manure Accumulation: Permitting the accumulation of manure in any stable, stall, corral, feed yard, yard or in any other building or area in which any animals are kept.

7. Slaughterhouses, Feed Yards: Permitting any slaughterhouse, market, meat shop, stable, feed yard or other place or building wherein any animals are slaughtered, kept, fed or sold to remain unclean or in any state or condition detrimental to health or creating a nuisance because of odors, or which is conducive to the breeding and proliferation of flies or rodents.

8. Discharging Offensive Water Or Liquid Waste: Discharging or placing any offensive water, chemical spray, liquid waste or refuse of any kind into any street, alley, sidewalk, gutter, stream, wash, natural watercourse, ditch, canal or any vacant lot or which, as the result of continued discharge, will render the place of discharge offensive or likely to become so.

9. Collecting Grease, Offensive Matter: Keeping or collecting any stale or putrid grease or other offensive matter.

10. Flies And Mosquitos: Having or permitting upon any premises any fly or mosquito producing condition.

11. Public Drinking Vessels: Keeping any drinking vessel for public use without providing a method of decontamination between uses.

12. Ablutions Near Drinking Fountain: Permitting or performing any ablutions in or near any public drinking fountain.

13. Dwellings Or Places Of Employment; Sanitary Condition: Failing to furnish any dwelling house, boarding house, factory, office or other place of employment with such privy vaults, water closets, sinks or other facilities as may be required to maintain the same in sanitary condition.

14. Refusal To Clean Septic Tanks: Neglecting or refusing to discontinue use of, clean out, disinfect and fill up all septic tanks, privy vaults and cesspools or other individual wastewater disposal systems within twenty (20) days after notice from an enforcement officer or official of the city.

15. Stagnant Water; Offensive Substances: Permitting any lot or excavation site to become the repository of stagnant water or any decaying or offensive substances.

16. Obstructing Public Ways, Watercourses, Parks: Obstructing or tending to obstruct or interfere with or render dangerous to passage or travel any street or sidewalks, lake, stream, drainage, canal or basin, or any public park without first obtaining the written permission of the city council..

17. Lighting: Light trespass from a commercial or industrial property to a nearby residential property. Excessive light trespass from one residential property to another

10-34-8: PARKING LOT DESIGN AND CONSTRUCTION:

A. Parking Plans: Plans for any proposed parking lot shall be submitted to the Zoning Administrator. The plan shall clearly indicate the proposed development, including location, size, shape, design, curb cuts, lighting, landscaping and other features and appurtenances of the proposed development.

B. Access To Public Street: Except for parking for a single- family or two-family dwelling and townhouses access to a parking space or parking lot shall be from a parking lot aisle and not directly from a public street. Every parking lot shall have access to a public street. Such access may be provided through platted or recorded easements, reciprocal arrangements, or other guaranteed means.

C. Private Driveway: Parking for single-family and two-family dwellings may be accessed from a public street via a private driveway unless such access is a violation of the City's access management plan and other access is possible. Parking for townhouses may be accessed from a public street with a functional classification of "residential local" via a private driveway. Parking for townhouses on streets with a higher functional classification must provide parking that is accessed from a parking lot aisle and not directly from the public street. (Ord. 2018-03, 4-5-2018)

D. Backing Space: Backing space shall be provided for all parking lots so that cars will not back onto a public street. Public sidewalks shall not be used as a part of the required backing area. Separate exits shall be provided for angled and one-way parallel parking so a vehicle will not exit by backing onto a public street.

E. Curb Cuts: Curb cuts and driveways allowing access to a public street shall conform to the requirements of chapter 35 of this title.

F. Internal Circulation: Each parking lot shall provide for traffic circulation on the property adequate to access all parts thereof without the necessity of exiting onto a public street.

G. Landscaping: Parking lots shall be landscaped as provided in chapter 32 of this title.

H. Lighting: Parking lots used at night shall be adequately lighted, utilizing hooded light sources. Parking lot lights shall be arranged to reflect light away from adjoining residential premises.

I. Paving: Unless expressly provided otherwise in this title, every parking lot required by this title shall:

1. Be paved with asphalt, concrete or some other all weather surfacing material;
2. Maintained to eliminate dust or mud; and

3. Be graded and drained to dispose of all surface water. Such surface water drainage shall not cross a public sidewalk. (Ord. 03-5-1, 5-1-2003, eff. 6-1-2003)

J. Diagonal and perpendicular street parking is permitted in all nonindustrial zones but shall comply with the following standards:

1. Shall only be located on local or residential roadways
2. Shall be maintained by a homeowners association or other private entity and shall be paved with concrete. Public parking for parks or other City amenities shall be maintained by Hurricane City and may be paved with asphalt.
3. After every 10 spaces, there shall be a bulb-out that is a minimum of 20' in length and landscaped with shrubs no higher than two feet, and at least a single tree pruned and located to ensure proper line of sight is maintained.
4. Parking shall not cross the sidewalk, and sidewalks shall wrap around the outside of parking areas.
5. Parking areas shall be located fifty feet (50') away from any intersection of public roadways.
6. The City Engineer must approve the proposed cross-section during the preliminary plat process

Site Plan Design



Hurricane City Planning

Multi-family Open Space



Multi-family Open Space



Multi-family Open Space



Multi-family Open Space

Number of units	Number of required amenities
0-15	0
16-50	1
51-100	3
101-200	4
201-300	5

Amenities may include but are not limited to pools of at least 1500 sq ft, health or fitness facilities, playgrounds, community gardens, dog parks, sport courts, and club houses. |

Multi-family Open Space

What benefits could these changes bring?

What disadvantages could these changes bring?

What tweaks should be made?

Are we ready to move forward?

Pedestrian Circulation



Bicycle Parking



Bicycle Parking



Pedestrian Circulation

Pedestrian circulation plan shall contain:

- a. Location of walkways
- b. Width of walkways
- c. Connection points between adjacent properties
- d. Location of Active Transportation Master Plan trails, if any, in the vicinity of the property and any internal pathways connections to these trails
- e. Connections between residential buildings and amenities
- f. Street crossings and crosswalks which shall be clearly marked

Covered or locked bicycle storage shall be provided in all multifamily developments at a rate of one space per two units

- a. This shall be provided through private storage like garages or storage units or public storage like covered bike parking under shared staircases.

Pedestrian Circulations

What advantages could these changes bring?

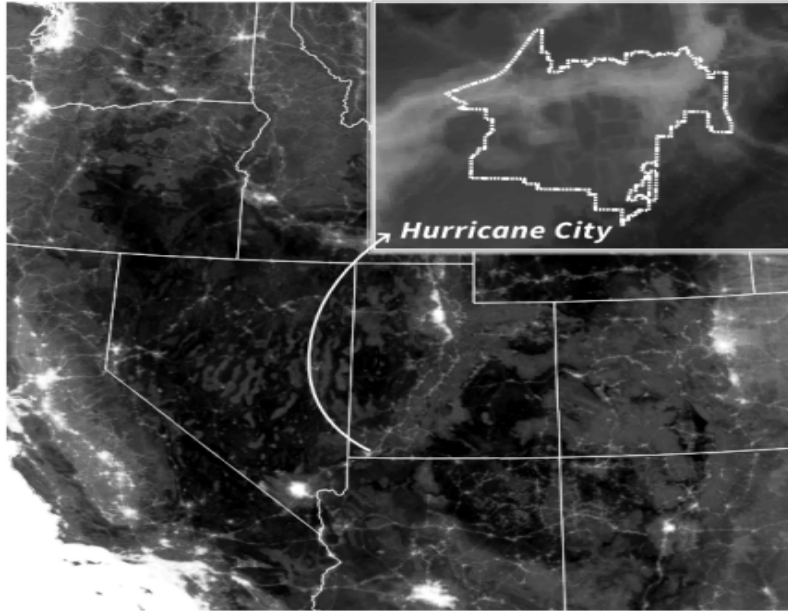
What disadvantages could these changes bring?

What tweaks are needed?

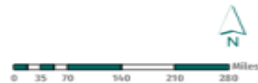
Are we ready to move forward?

Outdoor Lighting

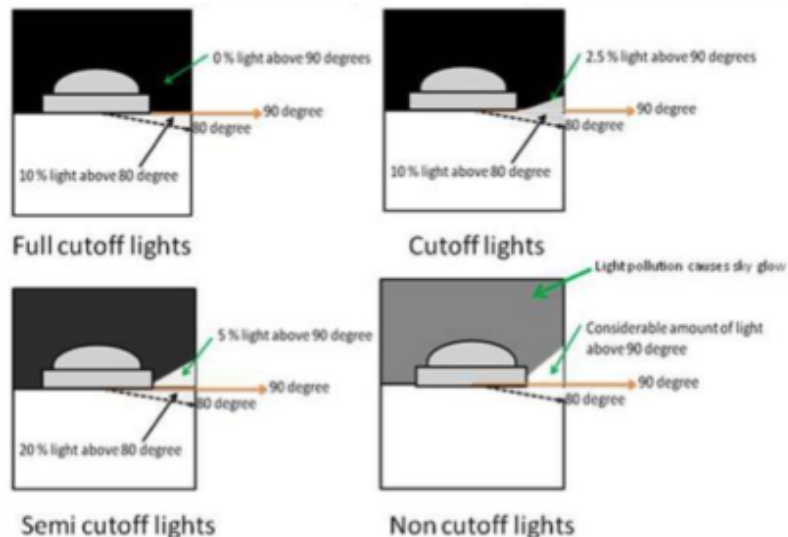
LIGHT POLLUTION



Legend



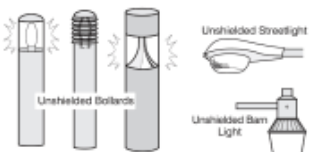
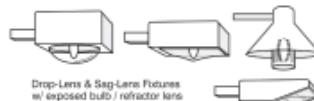
Outdoor Lighting



Examples of Acceptable / Unacceptable Lighting Fixtures

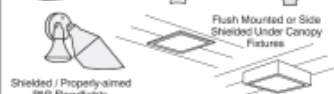
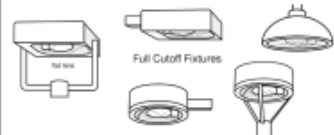
Unacceptable / Discouraged

Fixtures that produce glare and light trespass



Acceptable

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



Illustrations by Bob Olenick 2005. Rendered for the Town of Southampton, NY. Used with permission.

Outdoor Lighting



Outdoor Lighting

Commercial

Fully cut off and shielded downwards

No light trespass on adjacent residential properties

Sign light must be internal or shielded. Only sign face may be illuminated

Residential

60 watt bulbs and below allowed

Holiday lighting allowed

Motion sensor lights allowed

Excessive light trespass prohibited

Outdoor Lighting

What advantages could these changes bring?

What disadvantages could these changes bring?

What tweaks are needed?

Are we ready to move forward?

Parking



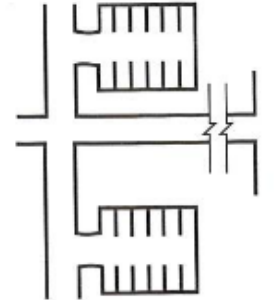
Recommended Typologies



Parallel or Diagonal On-Street Parking



Parking Court



Parking



Parking

What advantages could these changes bring?

What disadvantages could these changes bring?

What tweaks are needed?

Are we ready to move forward?

ON FEBRUARY 10, 2022 AT 6:00 P.M., THE HURRICANE CITY PLANNING COMMISSION MET IN THE CITY COUNCIL CHAMBERS LOCATED AT 147 NORTH 870 WEST HURRICANE UT, 84737

Members Present: Dayton Hall, Mark Sampson, Shelly Goodfellow, Paul Farthing, Michelle Cloud, and Penny James-Garcia.

Members Excused: Rebecca Bronemann and Ralph Ballard

Staff Present: Planning Director Stephen Nelson, Assistant Planner Fred Resch, Planning Technician Brienna Spencer and City Engineer Representative Darrin LeFevre

Chairman Dayton Hall called meeting to order at 6:00 p.m. The Pledge of Allegiance was led by and offered the prayer. Roll call was taken.

Public Hearing

A Zone Change Amendment request located north of 3000 S and west of 2100 W to amend the zoning boundary on 160 acres already approved as R1-10 PDO, planned development overlay, and M-1 zone, light industrial, from 26.7 acres of M-1 to 31.83 acres of M-1 with the remainder remaining R1-10 PDO, Parcel number: H-3373-NP. Molly's View LLC Applicant. Richard Wedig Agent

No comments.

New Business

A Zone Change Amendment request located north of 3000 S and west of 2100 W to amend the zoning boundary on 160 acres already approved as R1-10 PDO, planned development overlay, and M-1 zone, light industrial, from 26.7 acres of M-1 to 31.83 acres of M-1 with the remainder remaining R1-10 PDO, Parcel number: H-3373-NP. Molly's View LLC Applicant. Richard Wedig Agent

Richard Wedig shared that as they looked at their master plan, they decided they needed a little bit more space for the manufacturing storage. Shelly Goodfellow stated that if this was presented at the beginning, she doesn't think they would have asked any questions, it's not enough to make a difference. As a neighbor, she shared that there were never any opportunities for a job and she thinks that Balance of Nature is providing a lot of that for Hurricane. She hesitated for a moment but she thinks it's an honor to have them here and she thinks they will be a benefit to the city. Penny James-Garcia asked about the phasing of the development. Stephen Nelson went over the phasing plan stating that the manufacturing is in the first phase. Mrs. James-Garcia shared that when speaking with the community, she was told that they are concerned about the manufacturing part but they like the idea of all the trees acting as a shield for the development. She would like to hear their plan on the orchards. Mr. Wedig stated that what they are doing is actually putting in a nursery. Around that, there will still be a nice landscaping buffer. They are taking a lot of processes to make sure the manufacturing blends in and matches. Mr. Nelson stated that with this being in a commercial area, part of getting their occupancy for buildings will require they have landscaping put in prior. Dayton Hall stated that if we increase the industrial area, it makes sense to keep the residential density the same as it was originally approved at 2.5 units per acre. Mr. Nelson stated that with this change, there will have to be an amendment made to the existing development agreement to reflect the change. Mrs. Goodfellow asked about the utilities status and

1 where they are at. Mr. Wedig stated that they are currently working with the utilities to see what is
2 needed and what they can do getting started. Their biggest concern right now is getting on site and
3 working on the underground utilities. Mr. Nelson stated that the city just approved an easement that
4 runs along the south boundary and the size will be adequate to provide services to the first phase. There
5 are some concerns about the power capacity but as of right now, there is sufficient power that will be
6 brought to the property. Mrs. Goodfellow asked what the density for residential would be by increasing
7 the acreage of M-1. Mr. Nelson stated that it puts the overall units from 325 to 312.

8
9 *Penny James-Garcia motioned a recommendation of approval of 2022-ZC-04 with the condition that the*
10 *residential density remain at the 2.3 units per acre as originally approved by the city council also in*
11 *keeping with staff and JUC comments. Shelly Goodfellow seconded the motion. Unanimous.*

12 **2022-CUP-03: Discussion and consideration of approval of a conditional use permit for an accessory**
13 **building of greater size and height located at 1458 S 700 W. Andrew Hathaway Applicant.**

14 Mark Sampson asked if the access point was to the south side of the property and made sure that the
15 offsets are correct. Dayton Hall stated that the white stucco seems compatible with the overall
16 character of the property. Penny James-Garcia stated that she doesn't think all white is compatible with
17 the house and would like to know why they chose white. Councilman Kevin Thomas stated the Andrew
18 Hathaway has cinder block and that it will not be stucco. Mr. Hall stated he thinks there should be
19 further discussion with the applicant if what they are doing is not what is being presented. Stephen
20 Nelson stated that he has never encountered this type of facade so in order to make a correct finding,
21 he would need see a plan to make a further recommendation. Paul Farthing asked the size of the lot and
22 Mr. Nelson stated that he believes it about an acre. Mr. Farthing agrees with Mrs. James-Garcia about
23 an outbuilding typically matching the house and he thinks it would be better if it matched. Shelly
24 Goodfellow stated that she thinks they are crossing a line as a planning commission by telling them what
25 they can do. It's not the same, its compatible. Councilman Thomas stated that when the applicant had
26 him draw up the plans, he forgot to remove the words saying it was stucco to cinder block.

27 *Penny James-Garcia motioned to approve 2022-CUP-03 with the note that the building will be stucco like*
28 *the plans submitted shows.*

29 Mr. Sampson stated that if they approve it this way, it will cause for an angry citizen.

30 Motion died.

31 *Mark Sampson motioned to continue 2022-CUP-03. Paul Farthing seconded the motion. Unanimous*

32 **2022-PP-04: Discussion and consideration of a recommendation for a preliminary plat for Gateway at**
33 **Sand Hollow Commercial, a 6-lot commercial subdivision, located between SR-9 and Sand Hollow**
34 **Road. Western MTG and Realty Co Applicant. Brent Moser Agent.**

35 Darrin LeFevre stated that they are really close to having all signed construction drawings. Stephen
36 Nelson stated that the only other concern they had was the cliffside that starts to move in toward the
37 property, but it wasn't enough to require a sensitive lands application. Dayton Hall stated that one of
38 the requirements is a letter from the sewer and water departments but they weren't included in the
39 packet. He asked Fay Reber what preliminary plat approval does in giving the property owner vested
40 rights. Mr. Nelson stated that preliminary plats are given rights for 10 years after approval, however, per

city code, our preliminary plats expire if they have not moved forward. As far as utility services, this plat does not guarantee that. Penny James-Garcia stated that if the PID is approved in two weeks, would the utilities be put in within a year? Mr. Nelson stated that what the city requires is having approved construction drawings and an approved final plat within a year. Paul Farthing stated that he thinks the departments will make sure that everything is there when it needs to be before signing off and pushing it forward.

Paul Farthing motioned a recommendation of approval of 2022-PP-04 subject to staff and JUC comments. Shelly Goodfellow seconded the motion. Unanimous

2022-AFP-01: Discussion and consideration of a recommendation of an amended final plat for Pioneer Estates Lot 5 located at 252 S 1430 W. Pat Stone Applicant

Would like to divide the lot to build a house for himself and a house for his son. Dayton Hall asked about the 7.5-foot utility easement. He thinks it should be added before approving it.

Paul Farthing motioned a recommendation of approval of 2022-AFP-01 subject to staff and JUC comments and contingent on the 7.5-foot easement be added to the plat. Mark Sampson seconded the motion. Unanimous

2022-PSP-03: Discussion and consideration of approval of a preliminary site plan for Sand Hollow Mancaves located at the northeast corner of Sand Hollow Road and Abbey Road. Dixie Man Caves LLC Applicant. Jason Miller Agent

2022-PP-08: Discussion and consideration of a recommendation of approval of a preliminary plat for Sand Hollow Mancaves located at the northeast corner of Sand Hollow Road and Abbey Road. Dixie Man Caves LLC Applicant. Jason Miller Agent

Jason Miller stated that they are under contract for the property. The sale is contingent on the approval of the site plan. Paul Farthing stated that the mancaves he has seen are very successful but he wonders how they keep the unit from becoming inhabitable. Mr. Miller stated that they are looking at having a kitchenette and a half bath which will make it as inhabitable as possible. Stephen Nelson stated that our general commercial zone is our most variety type zone. What he sees could be potentially done, is someone coming in and building an office space. Staff would have to be diligent on the types of uses within the units. The proposed use does comply with zoning. Mr. Miller stated that they will have some sort of "HOA" that will regulate uses and security but this will be more self-policed. Penny James-Garcia doesn't want to have this be a party place. She's concerned about a potential mischief and would like to CCNR's to regulate things. Mark Sampson asked if other similar developments have created CCNR's and if they have worked. Dayton Hall agrees with Mrs. James-Garcia about having the CCNR's, it protects the development and their investment. He asked about the parking and if the driveway is sufficient for this type of use. Mr. Nelson stated that he believes that it is. Mr. Hall shared that another concern is will serve letters from water and sewer.

Shelly Goodfellow motioned approval of 2022-PSP-03 subject to staff and JUC comments. Paul Farthing seconded the motion. Shelley Goodfellow, Paul Farthing, Mark Sampson, Michelle Cloud – aye, Penny James-Garcia and Dayton Hall – nay. Unanimous

1 *Shelly Goodfellow motioned a recommendation of approval of 2022-PP-08 subject to staff and JUC*
2 *comments. Paul Farthing seconded the motion. Shelly, Paul, Mark, Michelle – aye. Penny and Dayton –*
3 *nay because they think that the CCNR's need to be required.*

4 **2022-PP-07: Discussion and consideration of a recommendation for a preliminary plat for Desert**
5 **Bloom, a 576-lot subdivision located at approximately 600 S 3500 W. D. R. Horton Applicant. Adam**
6 **Allen Agent.**

7 Stephen Nelson shared the reasons the applicant requested to continue.

8
9 *Mark Sampson motioned to continue 2022-PP-07 at the applicant's request. Penny James-Garcia*
10 *seconded the motion. Unanimous.*

11 **2022-PP-08: Discussion and consideration of a recommendation for a preliminary plat for Elim Estates,**
12 **a 135-lot subdivision located at approximately 1400 S 4300 W. Bright Ideas REI Applicant. Adam Allen**
13 **Agent**

14 Adam Allen went over the proposed plat. They are dependent upon the roadways within the PID to be
15 built. Stephen Nelson noted that the will serve letters from water and sewer were provided. Dayton Hall
16 asked about the connectivity over to BASH LLC and if they have approval. Mr. Nelson stated that they
17 have approval of a preliminary site plan but it is an old site plan so if we wanted to require connection
18 between the two developments, we could. However, when speaking with engineering, it was discussed
19 that because the uses are different and it might be good for traffic flow to not have connectivity
20 between the two. Penny James-Garcia asked Mr. Nelson about staff comment 5. Mr. Nelson stated that
21 our code does not allow for driveways to back onto a 70-foot collector road. Because this is a minor
22 collector and not a major collector, staff doesn't have any concerns about driveways backing onto the
23 60-foot collector. Penny James-Garcia asked about the open space within the development and asked if
24 parks are put in with the PID or after and what the nearest park size will be. Mr. Nelson stated that they
25 are required to put in parks with the PID and the park is about 7 acres. Shelly Goodfellow asked what
26 the guidelines are on the naming of the roads because right now, a few of the streets are named after
27 the business going in, which is fine, but thinking 30-40 years down the road. Mr. Nelson stated that the
28 city requires a cross grid number to be added with the name of the street.

29 *Penny James-Garcia motioned a recommendation of approval of 2022-PP-08 subject to staff and JUC*
30 *comments and the PID. Paul Farthing seconded the motion. Unanimous.*

31 **Planning Commission Business:**

- 32 1. City Council Recap
33 2. Water Conservation
34 a. Presentation was shown. Different types of water conservation ideas were discussed.
35 Commissioners also discussed quality of life for the citizens of Hurricane with strict
36 guidelines.
37 3. Planned Commercial: an update from the last meeting was shared
38 4. Accessory Dwelling Units
39 5. Site Plan Design

40 **Approval of Minutes**

- 1 December 15, 2021
- 2 *Paul Farthing motioned the approval of the minutes with the discussed changes. Mark Sampson*
- 3 *seconded the motion. Unanimous.*

DRAFT

**Hurricane Planning Commission
Meeting Minutes**

April 14, 2022

MINUTES

Call to Order - 6:00 P.M.

ON APRIL 14, 2022, AT 6:00 P.M., THE HURRICANE CITY PLANNING COMMISSION MET IN THE CITY COUNCIL CHAMBERS LOCATED AT 147 N. 870 WEST HURRICANE UT, 84737

Chairman Dayton Hall called the meeting to order at 6:00 P.M. Roll call was taken.

Pledge: Phil Young

Prayer: Laurie Scholzen

Ralph Ballard motioned to approve the agenda. Mark Sampson seconded the motion. Unanimous.

Members Present:

Dayton Hall, Mark Sampson, Shelly Goodfellow, Ralph Ballard, and Rebecca Bronemann.

Members Excused:

Michelle Cloud, Penny James-Garcia, and Paul Farthing

Staff Present:

Planning Director Stephen Nelson, Assistant Planner Fred Resch, Planning Technician Brienna Spencer, and City Engineer Representative Darrin LeFevre

Public Hearings

1. **A Zone Change Amendment request located at approx.. 1250 South and 1150 West from RA-1, residential agriculture one unit per acre, to PF, public facility for a power substation. Parcel number H-3-2-3-3319**

No comment

2. **A Zone Change Amendment request located at approx.. 27 North 2800 West from R1- 8, residential one unit per 8,000 square feet, to HC, highway commercial. Parcel number H-3-1-32-440112.**

No Comment

3. **A Zone Change Amendment request on a portion of 5584 West 720 South from M-1, light industrial, to HC, highway commercial, to match the adjacent property to allow an RV park. Parcel number H-QCIP-3-16.**

Christina Young represents two businesses that bought lots 18A, 18B, and 19. They own an excavating company, and they will be running trucks through there. They are concerned because there are already noise complaints from one RV park near them. They are against the change from industrial because their work will interfere with the peace if there are more RV parks.

Phil Young asked if there is any limitation or cap on RV property in Hurricane city limits? The commissioners reported no limitation, but they are tracking it.

4. A Zone Change Amendment request located at 208 South Main Street from R1-10, residential one unit per 10,000 square feet, to GC, general commercial, for the property to be used as a vacation rental or a commercial retail or restaurant space. Parcel number H-55.

Carey Bowdel lives on this street. There are very few residential houses on this street already. Approving commercial right here would be pulling it into residential. Why are we pulling commercial into residential zones? There are already multiple Airbnb in the area. She is entirely against this; she would like to stay as residential as possible.

Michelle Peterson stated that her family is devastated to know that the historic home across the street is turning into a commercial property. They lived in Washington City for thirteen years, and the area turned into a vacation destination. They sold their home and bought a historical house in Hurricane City. They were assured that Hurricane City had restriction limits on the number of Airbnb's. She read her statement to the public. It is attached to the end of these minutes.

JoAnne Stirling asked why Hurricane City cannot designate land for nightly rentals and keep them out of our residential areas? We want to protect our neighborhoods. Developers are not going to live in the nightly rentals, but they are taking the residential land and turning it into a nightly commercial rental.

Brad Tanner agrees that there should be designated areas for nightly rentals and trailer parks. The streets are crowded with cars parked for the nightly rentals. There is graffiti in the neighborhood, and we don't want this. Keep the zoning the way it is and stop worrying about the builders who don't live in our city.

Tory Pickering lives in the house behind this. She pointed out the historical value of this home. There are families surrounding this area, and it scares her to have this become commercial. She will not be able to let her children out to play outside safely.

Troy Gubler shared that he has continually watched residential property turn into commercial. He submitted a comment via email. It is attached to the end of these minutes.

Written comments were submitted and are attached at the end of these minutes.

Clelin Tanner spoke on item number 10, which was up for a public hearing two weeks ago. The number of trailer parks and multiple shared wall dwellings is out of control. When something is zoned single-family and a developer purchases it, that is their business risk. The city has no

obligation to maximize the profits of developers.

Rebecca Bronemann motioned to close the public hearing. Ralph Ballard seconded the motion. Unanimous.

Planning Commission Items:

- 1. 2022-ZC-11: Discussion and consideration of a recommendation of approval of a Zone Change Amendment request located at approx.. 1250 South and 1150 West from RA-1, residential one unit per acre, to PF, public facility for a power substation. Parcel number H-3-2-3-3319. Hurricane City Power Applicant. Jared Ross Agent**

Stephen Nelson stated that the property is in an agriculture protection area. Once this happens, it will remove that protection overlay. Jared Ross reported that the Power Department had a piece of property to the south of this property. Due to the need for power in the Hurricane Valley area, they have to acquire more land to build a larger substation. Public Works had a question about access to the property. Mr. Ross reported that they have acquired the easement with access right from 1300 south, and they will develop the service road. Shelly Goodfellow asked if this substation would serve power to 3000 south. Mr. Ross reported that Rocky Mountain Power has access to this line to supply power to Apple Valley. They have been given a 2-year notice to vacate the line. When they vacate the line, the power department will reconductor the line to 69 kV voltage. The power from the substation will mainly serve the capacity to the south.

Mark Sampson motioned a recommendation of approval of 2022-ZC-11 subject to JUC comments. Rebecca Bronemann seconded the motion. Unanimous

- 2. 2022-ZC-12: Discussion and consideration of a recommendation of approval of a Zone Change Amendment request located at approx.. 27 North 2800 West from R1-8, residential one unit per 8,000 square feet, to HC, highway commercial. Parcel number H-3-1-32-440112. Swiss Seven LLC Applicant. Kent Frei Agent**

Matt Lou with American Lag Consulting is representing the agent. They think this is a suitable location for commercial use, especially with the future expansion of 2800 west. He believes this matches the general plan regarding use and location. Mark Sampson asked if 100 north could handle the commercial traffic, and Mr. Nelson stated it was. Rebecca Bronemann asked if they had an idea of what they plan to put here. Mr. Lou reported that they do not have a specific plan, but they will make sure the use is compatible. Mr. Nelson noted that if this is approved, the zoning map will be updated to reflect the decision of the City Council.

Shelley Goodfellow motioned a recommendation of approval 2022-ZC-12. Ralph Ballard seconded the motion. Unanimous

- 3. 2022-ZC-13 2022-PSP-12: Discussion and consideration of a recommendation of approval of A Zone Change Amendment request on a portion of 5584 West 720 South from M-1, light industrial, to HC, highway commercial, to match the adjacent property to allow an RV park. Discussion and consideration of a preliminary site plan approval for Fairgrounds RV Park on the remainder of the property. Parcel number H-QCIP-3-16. Dennett Construction Applicant. Civil Science-Brandee Walker**

1 **Agent.**

2 Ralph Ballard thinks this is a good idea. He thinks the concerns about traffic and industrial mixed
3 use are valid. However, he feels this is a good location. He believes that RV parks are the most
4 affordable form of housing in the area. Mr. Sampson asked how many spots will be in the park,
5 Mr. Nelson stated there is 117. Mr. Nelson reported that currently, we do not allow long-term
6 residences within an RV park unless it is a park maintenance worker. Mrs. Bronemann asked
7 why there are noise complaints. Mr. Nelson reported there is an RV repair shop, but most of the
8 units are unoccupied. There is some light manufacturing that could impact the RV park.

9 *Shelley Goodfellow motioned a recommendation of approval subject to staff and JUC comments*
10 *2022-ZC-13. Ralph Ballard seconded the motion. Unanimous*

11 *Shelly Goodfellow motioned to approve 2022-PSP-12 subject to addressing fire issue notes, the*
12 *zone change approval, and comments from the staff and JUC. Mark Sampson seconded the*
13 *motion. Unanimous.*

14 **4. 2022-ZC-14: Discussion and consideration of a recommendation of approval of a**
15 **Zone Change Amendment request located at 208 South Main Street from R1-10,**
16 **residential one unit per 10,000 square feet, to GC, general commercial, for the**
17 **property to be used as a vacation rental or a commercial retail or restaurant space.**
18 **Parcel number H-55. Jeremy and Laurie Scholzen Applicant**

19 Laurie Scholzen appreciates the comments about keeping this home and area historical. They
20 would like to keep this area historical. There are vacation rentals on the street, but she doesn't
21 know if they are legal. The master plan calls for mostly all of Main Street to be commercial, and it
22 does set this property aside as commercial. She does not think that two bedrooms will bring in
23 much traffic from the rental customers.

24
25 Mr. Sampson asked about the required distance between rental units. Mr. Nelson stated that the
26 single-family zone requires three hundred feet. However, this does not apply to commercial
27 zoned vacation rentals. There is a cap of sixty-eight short-term rentals in residential areas, and
28 there are already sixty-eight approved short-term rentals. There is currently a discussion with the
29 City Council to eliminate the short-term rental waitlist. If the City Council eliminates the waiting
30 list, there likely will not be any licenses available for up to seven years. He shared that he would
31 like to start working on a downtown master plan. The general plan also talks about preserving
32 historical housing within the city. There are good examples of historic homes being transformed
33 into commercial use in St. George.

34
35 Mrs. Scholzen stated they want to maintain the historical part of Main Street. They are hopeful
36 that if the buildings in the area are restored, it will continue with future purchases. But they only
37 own a little piece.

38 Mrs. Goodfellow feels for the residents who have spoken tonight. Most of the issues are with
39 illegal vacation rentals. The Planning Commission has spent a lot of time discussing how to
40 revitalize the downtown area and what we can do for historical restoration. Looking at this from a
41 city standpoint, will this come from the taxpayers or private ownership. This is private ownership,
42 and she thinks that the proper avenue for the owners to recoup their investment. There is a clear

1 line that north of 200 is commercial and south of 200 is residential. The downtown district is
2 designated on the general plan.

3 Mrs. Bronemann thinks there is a better way to preserve our historical buildings. They don't all
4 have to become businesses to do that. She asked the applicant what their plan is for the property
5 because the application lists multiple possibilities. She does not want to see commercial creep
6 into a residential zone. She doesn't think it fits. Mrs. Scholzen stated that this is zoned residential
7 and commercial. Right now, they want to use the property for a short-term rental. What they do
8 with the home in the future depends on what happens around the area. She noted that the
9 bicycle shop is a prime example of a historic home used for commercial. If the zoning is not
10 approved, they will have to apply for a vacation rental license. However, the reality of becoming a
11 vacation rental is slim due to the wait time.

12 Mr. Ballard goes back and forth on keeping it residential and turning it into commercial. He
13 appreciates the constructive comments. We have to balance the rights of a property owner that
14 wants to do something different with the property. We need to consider whether or not we are
15 going to invest in historical preservation. It will cost the applicant less money to bulldoze this and
16 build something new, which is what someone else would do. The Planning Commission has
17 discussed how to save historical areas. The parking and traffic discussed in the public hearing
18 are valid points. He would love to see this a residential neighborhood where someone has taken
19 the effort to preserve it. Mrs. Scholzen reported that the property has parking that is not on the
20 street.

21 Mrs. Bronemann stated that we have a housing shortage and asked if they consider using it as a
22 long-term rental until they get the short-term rental license. Mrs. Scholzen stated that the
23 mortgage on the house is \$2200 a month, and nobody will pay \$2500 for a two-bedroom even in
24 the best market. She doesn't think that makes sense financially.

25 Mr. Hall stated that it is important to default back to the general plan and criteria when something
26 is challenging like this. The general plan says the downtown area is good for residential or
27 commercial. The next thing to consider is whether it is harmonious with the surrounding area.
28 The City Council decided to draw a line along 200 south separating the residential from the
29 commercial. He is reluctant to move the commercial past that line. A downtown master plan may
30 provide better guidance on what we want to see in this area. He is concerned that it will be
31 inharmonious with the residential houses around this. Regarding the historical nature, he does
32 not know whether changing this will or will not persuade landowners to preserve it. We do not
33 know what impact this decision will have in the future.

34 Mrs. Goodfellow suggested adding a conditional use code in historical areas. Mrs. Goodfellow's
35 concern is that there is no guidance for the downtown area, but she would like to see an effort
36 from the city to work with the Sholzens because they plan to preserve this. Mr. Nelson believes
37 that a downtown master plan will provide more guidance, and he thinks we should create a
38 downtown zoning overlay across the whole area. Possible ideas for zoning, uses, and conditions
39 in the downtown area were discussed.

40 *Mark Sampson motioned a recommendation of denial of 2022-ZC-14 due to whether or not the*
41 *proposed amendment would be consistent with the downtown area. It is not harmonious with the*
42 *overall character of the existing neighborhood, and it will adversely affect the adjacent properties.*

1 *Rebecca Bronemann seconded the motion. Rebecca Bronemann – aye, Ralph Ballard – aye,*
2 *Dayton Hall – aye, Mark Sampson – aye, Shelley Goodfellow – nay. Motion carries.*

3 **5. 2022-CUP-08: Discussion and consideration of possible approval of a conditional**
4 **use permit for a building of greater height located at 917 N 300 W. Melvin Terry**
5 **Applicant**

6 Mr. Nelson reported that this is a total of twenty-six feet. The code in this zone has a permitted
7 height of sixteen feet, and two stories are typically judged around thirty feet.

8 *Rebecca Bronemann motioned to approve 2022-CUP-08 based on the staff findings. Mark*
9 *Sampson seconded the motion. Unanimous*

10 **6. 2022-CUP-09: Discussion and consideration of an approval of a conditional use**
11 **permit for a building of greater height located at 831 S 920 W. Rick and Kathy Stout**
12 **Applicant.**

13 *Shelley Goodfellow motioned to approve 2022-CUP-09 based on the staff findings. Ralph Ballard*
14 *seconded the motion. Unanimous*

15 **7. 2022-CUP-10: Discussion and consideration of a possible approval of a conditional**
16 **use permit for a greater height wall located at 2790 S 3200 W. Thomas Gainer**
17 **Applicant**

18 Thomas Gainer stated he wants peace in his house. He has tried to work with the neighbor, but
19 they continue to aggravate the situation. He has called the Police because of their parties. The
20 Police told him to either close his window or sell his property and move. His only alternative is to
21 raise the height of the wall to block the sound. Mr. Sampson asked Mr. Gainer if twenty-one
22 inches is enough to accomplish this? Mr. Gainer stated that he is not sure. He might look into an
23 alternative that won't require him to increase the height of the block wall. Mr. Nelson quoted
24 Hurricane City Code 10-37-9 regarding the height of fences and walls. Mrs. Goodfellow does not
25 see any problem with this request. Mrs. Bronemann asked what time the parties take place? Mr.
26 Gainer stated they typically start after lunch and go until 11-11:30 at night.

27 *Rebecca Bronemann motioned to approve 2022-CUP-10 based on staff findings. Ralph Ballard*
28 *seconded the motion. Unanimous*

29 **8. 2022-CUP-11: Discussion and consideration of a possible approval of a conditional**
30 **use permit for a building of greater height and size located at 4331 S 1100 W. Derral**
31 **Eves Applicant**

32 Dave Eves shared that this is slightly taller and about six hundred square feet longer than the
33 conditional use code. Mr. Nelson stated that one of the findings is that the exterior architecture is
34 compatible with the surrounding structures, and the staff did not put this down in the findings.

35 *Mark Sampson motioned to approve 2022-CUP-11 based on the findings that the building is*
36 *compatible with the other structures on the lot and the other staff findings. Shelley Goodfellow*
37 *seconded the motion. Unanimous*

1 **9. 2022-FSP-04: Discussion and consideration of a possible approval of a final site**
2 **plan for Pecan Valley Resort located at 2320 S 5140 W. Chris Wyler Applicant. Civil**
3 **Science Agent**

4 Chris Wyler stated that he received an email from Arthur LeBaron expressing concerns about the
5 parking and alleyways. He tried but unable not meet with staff today to address these concerns.
6 Before submitting this application, he met with staff to have this drafted the way that the city
7 wants. Mr. LeBaron previously stated that he was okay with this. The construction drawings are
8 already signed, and he is frustrated that this is coming up now. Mr. Nelson stated that the
9 preliminary plat was approved before the code was changed. It was approved subject to
10 resolving the issues with the parking and the lot width. The new code requires engineering
11 approval. He provided the approved construction drawings and final site plan. Engineering has
12 concerns about the parking flowing onto 5210 west. Engineering's suggestion was to rotate the
13 clubhouse 180 degrees and move the parking to the east. However, based on the construction
14 drawing, the rotation could cause issues with the utilities. He does not feel comfortable making a
15 positive approval with the concerns raised by Engineering. This proposed parking plan should
16 have been included in the construction drawings. Mr. Hall stated that this comes down to the
17 code, which requires engineering approval, and we do not have that. Mrs. Goodfellow asked if
18 this change would have the same parking issues? Mr. Nelson reported that the concern is not
19 necessarily about the parking. It is about people backing out onto the larger street. The roadway
20 is very limited.

21 *Mark Sampson motioned to continue 2022-FSP-04. Rebecca Bronemann seconded the motion.*
22 *Unanimous.*

23 **10. 2022-ZC-10: Discussion and consideration of a recommendation of a proposed**
24 **Zone Change Amendment request located at approx. 465 North 2800 West from RA-**
25 **1, residential agriculture one unit per acre, to R1-8, residential one unit per 8,000**
26 **square feet, containing a PDO, planned development overlay, to match the adjacent**
27 **zones. Parcel number H-3-1-31-1104. Swiss Seven LLC Applicant. Kent Frei Agent.**

28 Matt Lou representing Kent Frei, stated they have come back with a plan reflecting the
29 Commission's discussion. Mr. Hall reported that the previous plan had attached housing. The
30 Planning Commission asked for a correction to qualify this as single-family housing. Mr. Nelson
31 stated that this new plan brings them down to the density of the underlying zone, which means
32 they will not need a density bonus. Mrs. Goodfellow likes the development as long as it meets the
33 sensitive land requirements. Mr. Hall stated that for the Commission's purpose, "patio homes" is
34 detached units with no common wall, which is the basis for considering the application. He asked
35 Mr. Nelson if there was a requirement to have a park. Mr. Nelson reported that it is only required
36 with a density bonus which they are not asking for. They only have to ensure that it meets
37 drainage facilities and can be maintained. Mrs. Bronemann stated that the Planning
38 Commission's job is to make the best decisions for the community. Our essential workers can get
39 jobs here, but they cannot afford a house here, so they move away. We need affordable housing.

40 *Rebecca Bronemann motioned a recommendation of approval of 2022-ZC-10 subject to staff and*
41 *JUC comment. Shelley Goodfellow seconded the motion. Unanimous.*

1 **11. 2022-PP-06 and 2022-HIL-03: Discussion and consideration of a recommendation of**
2 **a preliminary plat for Hideaway Ridge Phase 2, a three-lot single family subdivision**
3 **located at 1150 S Angell Heights Dr. and sensitive lands updated application for**
4 **Hideaway Ridge Phase 1 and 2. Tim & Kris Eden and Todd Trane-Millhaven**
5 **Development Applicant Todd Trane-Millhaven Development Agent.**

6 Mr. Hall reported that this request for an exception to the hillside ordinance was discussed in the
7 previous meeting. The Planning Commission asked for an additional review and an engineering
8 letter, and they have provided those documents. Mr. Nelson reported that the grading for
9 sensitive lands will still need to be signed off in the construction drawings. This allows them to get
10 the exception, but they will still have to meet design criteria. The cul-de-sac standard is 650 feet,
11 this is 750 feet. The fire district has signed off on it, but it needs a recommendation of approval
12 from the Planning Commission to go to the City Council. Mrs. Goodfellow abstained because her
13 husband is bidding on this job.

14 *Dayton Hall motioned a recommendation of approval of 2022-PP-06 and 2022-HIL-03 subject to*
15 *staff and JUC comment, together with the recommendations that the exception of the hillside*
16 *ordinance be granted based upon sound engineer principles and the letters and materials*
17 *provided by engineers and soils engineers. We also recommend that an exception to the cul-de-*
18 *sac length be granted as indicated on the preliminary plat based on the approval of the Hurricane*
19 *Valley Fire District and based on the fact that the typography and the limits on the surrounding*
20 *properties make this a good area to grant that exception. Ralph Ballard seconded the motion.*
21 *Rebecca Bronemann, Ralph Ballard, Dayton Hall, Mark Sampson – aye, Shelley Goodfellow –*
22 *abstained. Motion carried*

23 **12. 2022-PP-07: Discussion and consideration of a recommendation of approval of a**
24 **preliminary plat for Desert Bloom, a 576-lot subdivision, located at 600 S and 3500**
25 **W. DR Horton (Don Beam) Applicant. Adam Allen Agent**

26 Mr. Lou reported that this project fits in the zoning and general plan. It also works with Hurricane
27 Cities' attempt to address House Bill 34 on handling attainable or affordable housing. Many JUC
28 requirements need to be addressed, so they are far out from pulling building permits. Mrs.
29 Goodfellow asked if there are any block lengths over 800 feet, and Mr. Nelson stated there is. He
30 discussed the concerns about connectivity within the development. The roadway should stub into
31 the north, and staff would like to see the local roadway go across to allow property connectivity.
32 Internal roads are not on the master plan roadway, but the Commission has the authority to
33 require road connections.

34 *Ralph Ballard motioned a recommendation of approval of 2022-PP-07 subject to staff*
35 *recommendations. Mark Sampson seconded the motion. Unanimous*

36 **13. 2022-PP-09: Discussion and consideration of a recommendation of approval of a**
37 **preliminary plat for Quail Creek Industrial Phase 5-8, a 63-lot industrial subdivision**
38 **located at Regional Park Road and 1000 S. Dennett Construction Applicant. Civil**
39 **Science-Brandee Walker Agent**

40 Mr. Nelson stated that this was not included in the packet. Doug Dennett reported that they are
41 continuing their industrial buildings from phase four. Mr. Nelson's only concern is the future

1 purgatory roadway. Washington County, the Utah Department of Transportation, and Washington
2 City are designing a cross-section for the roadway, and it will likely change the alignment of the
3 road. When speaking with engineering, as long as the applicant is willing to work engineering
4 through the construction drawing process, he has no issue.

5 *Mark Sampson motioned a recommendation of approval of 2022-PP-09 subject to staff and JUC*
6 *comments. Rebecca Bronemann seconded the motion. Unanimous*

7 **14. 2022-ZC-09: Discussion and consideration of a recommendation of a proposed**
8 **Zone Change Amendment request located at approx. 3150 South 1100 West to**
9 **contain a PDO, planned development overlay with the currently underlying zone of**
10 **RM-2, multifamily 10 units per acre. Parcel numbers H-3394-H, H-3394-J-1, and H-**
11 **3394-B-1-B. Blue Mountain Property Enterprises LLC Applicant. Scott Stratton**
12 **Agent.**

13 Mr. Nelson stated that the applicant requested to separate some of the units. Code allows for
14 deviations from the setback standards with Planning Commission's recommendation. If homes
15 are closer than ten feet, they are treated as if they are attached. Therefore, they will have to meet
16 the fire rating requirements. The City Council was in favor of the concept. The Planning
17 Commission recommended that they did not have to do the roadway to the south. The applicant
18 is willing to do the roadway because he thinks it is positive for the development. Because of this
19 change, the owner requested a density increase. The density will still be less than what is
20 allowed. Mr. Hall asked why the owner requested seven and a half feet between the buildings?
21 Karl Rasmussen reported that he wants to offer a different housing type. It will be similar to a
22 subdivision that is near the St. George airport. There will be more yard in the separated units.
23 Mrs. Goodfellow prefers the lack of connectivity to the south because it reduces density. Mr.
24 Rasmussen stated that they would have sewer drainage issues without it.

25 *Mark Sampson motioned a recommendation of approval of 2022-ZC-09 subject to staff and JUC*
26 *comments and including the deviation of the side and front yard setbacks. Rebecca Bronemann*
27 *seconded the motion. Rebecca Bronemann, Ralph Ballard, Mark Sampson, Shelley Goodfellow –*
28 *aye. Dayton Hall – nay. Motion carried.*

29 **15. 2022-PP-13: Discussion and consideration of a recommendation of approval of a**
30 **preliminary plat for Sky Valley West, a 24-lot single family subdivision, located at**
31 **600 N and 3400 W. Frank Lindhardt/Shoshone Land Company Applicant.**

32 Fred Resch reported that the applicant agreed to address staff comments in the construction
33 drawing. Mr. Nelson reported that the road approved to stub into this property, makes it difficult to
34 do a cul-de-sac. It is hard to meet up with the alignment of the road, without creating a flag.

35 *Ralph Ballard motioned a recommendation of approval of 2022-PP-13 subject to staff comments*
36 *and recommendations. Shelley Goodfellow seconded the motion. Unanimous*

37 **16. 2022-PP-14: Discussion and consideration of a recommendation of approval of a**
38 **preliminary plat for Cordero Phase 2, a 40-lot subdivision, located at 2100 W 3900 S.**
39 **Brant Tuttle, Northern Engineering Applicant.**

1 Brant Tuttle stated that this complies with the current zoning and they are ready for phase two.
2 Staff and JUC comments will be addressed during construction drawings. Mr. Nelson walked the
3 property, and he does not think it needs a sensitive land application. The Water Department has
4 issued a will serve letter. Staff's recommendation is approval.

5 *Shelley Goodfellow motioned a recommendation of approval of 2022-PP-14 subject to staff and*
6 *JUC comments. Rebecca Bronemann seconded the motion. Unanimous*

7 **17. 2022-PP-15: Discussion and consideration of a recommendation of approval of a**
8 **preliminary plat for Horseman's Edge, a 40-lot single family subdivision, located at**
9 **3053 S 1100 W. Diamond Edge Construction Applicant. Scott Stratton Agent**

10 Mr. Nelson stated he thinks what is being presented is what was agreed upon between the City
11 Council and the applicant. The City Council did not want to approve this for more than half-acre
12 zoning. The motion was that it could not exceed forty lots, and they to be on average a half-acre.
13 Mrs. Goodfellow stated that after reading an email from Mayor Billings, she does not think this
14 agrees with the intent of the City Council. They are still issues with the power. The cross-country
15 road sections show no curb, gutter, or sidewalk. There is no reason for there not to be curb,
16 gutter, and sidewalk. Another issue is that nearly two-thirds of the lots are not a half-acre. Mr.
17 Rasmussen stated that they will have curb, gutter, and sidewalk. Mrs. Goodfellow asked if
18 anything had changed with the power? Mr. Nelson stated that the Power Department
19 Superintendent is okay with moving forward to the preliminary stages. They are confident they
20 can service the current growth in the area. Mr. Hall asked what the Planning Commission's
21 recommendation was on the zone change. Mr. Nelson stated that it was a denial. Mr. Rasmussen
22 reported that the meeting with the City Council was to reduce this from forty-seven lots to forty.
23 Technically there is not a density bonus. Mr. Ballard has talked with power department
24 employees, who are concerned about the infrastructure. We need to be careful about what we
25 say we can provide. Mrs. Goodfellow asked why there was power for the townhomes that were
26 just approved but not for this. Mr. Nelson stated that the power department already had the
27 power for the townhomes listed in their capacity. Mr. Sampson asked about the trail on BLM. Mr.
28 Nelson stated that they have given a tentative yes to allow a trail to the equestrian park.

29 Mr. Hall asked if there was a development agreement attached to RA.5 zone change? Are we
30 just talking about the discussion leading up to zone change approval? Mr. Nelson recapped the
31 prior requests that led up to this discussion. Mrs. Goodfellow reported that the mayor's emails
32 stated that horse stalls would be on fifteen short-term rental lots with enough area to pull in a
33 horse trailer and truck. Mrs. Goodfellow does not believe that is possible with the size of the lots.

34 *Shelley Goodfellow motioned a recommendation of denial of 2022-PP-15 based on the lots being*
35 *too small for the intended use that was discussed in the previous City Council meeting, according*
36 *to Mayor Billings's email. Mark Sampson seconded the motion.*

37 Mr. Ballard asked if the City Council requested horse stalls and parking on the short-term rental
38 lots? Mr. Rasmussen stated that is correct. He reported that they can make that happen. Mrs.
39 Goodfellow feels like this is a backdoor to get the density they want.

40 *Shelley Goodfellow amended her motion to send a recommendation of denial of 2022-PP-15*
41 *based on the lots being too small for the intended use of what was discussed with the City*

1 Council. Mark Sampson seconded the motion. Rebecca Bronemann – nay, Ralph Ballard – nay,
2 Dayton Hall – aye, Mark Sampson – aye, Shelley Goodfellow – aye. Motion carries

3 **18. 2022-PSP-13: Discussion and consideration of an approval of a preliminary site plan**
4 **for Sunnie LLC, a residential four-plex located at 217 W 100 S. Sunnie LLC**
5 **Applicant. Scott Stratton Agent.**

6 Mr. Nelson stated that the applicant is concerned about locking himself into long-term rentals. He
7 has not applied for a conditional use permit. Mr. Nelson is not sure if the conditional use permit
8 would do that. The applicant has filed a preliminary site plan. The preliminary site plan does not
9 give the applicant any vesting. Mr. Nelson recommended that approval be based on an approved
10 conditional use permit. He went over the conditions listed in Subsection K of the General
11 Commercial code. The applicant would be limited to three units due to the lot size. Mr. Nelson
12 recommended continuing the item until the applicant's intent is clarified. The Planning
13 Commission discussed that the applicant's previous request was for long-term rentals on this
14 property. The code was adjusted to allow him to do that. The applicant needs to decide which
15 way he wants to go.

16 *Dayton Hall motioned to approve 2022-PSP-13 subject to staff and JUC comments on the*
17 *condition that it is long-term and that a conditional use permit for long-term rentals is approved*
18 *before any further development occurs. Along with the condition that it is reduced to three units.*
19 *Shelley Goodfellow seconded the motion. Unanimous.*

20 **19. 2022-LUCA-04: Discussion and consideration of a recommendation of a proposed**
21 **Land Code Use Amendment to Title 10, a section of Chapter 7 - regarding**
22 **conditional use permits and Chapter 15 regarding Highway Commercial building**
23 **standards. Ishraj Singh Applicant. Steve Beesley Agent.**

24 Steve Beesley with Desert Edge Architecture reported that they were trying to get approval for
25 the heights restructuring in the code. The Planning Commission wanted to add a site triangle
26 restriction. The verbiage within the code has been revised. Mr. Nelson went over the proposed
27 changes. The applicant's current building standard meets the proposed code change conditions.
28 However, the applicant still needs to apply for a conditional use permit. Mr. Hall stated that this
29 will substantially change the maximum height in the highway commercial zone.

30 *Shelley Goodfellow motioned a recommendation of approval of 2022-LUCA-04. Rebecca*
31 *Bronemann seconded the motion. Unanimous*

32 **Planning Commission Business:**

33 **1. City Council Recap**

34 The City Council approved the change to the short-term rental for administrative enforcement.
35 They did discuss removing the three units per one thousand residents within single-family zones
36 requirement. However, that was tabled for a later discussion. They continued the planned
37 commercial zoning item. The Dr. Horton zone change was approved. The property out south was
38 denied because of the lack of adequate facilities. The preliminary plat for Sky View was

1 approved. The Loveless zone change application was approved. The PDO for the Bench Lake
2 Townhomes was sent back to the Planning Commission. The zone change application for 2840
3 west 1080 south was continued. Seville Lot A1 AB amended final plat was approved. Pecan
4 Valley was continued. The consideration for the roadway dedication for the Stout family might
5 come back to the Planning Commission. The ADU ordinance was continued until the next
6 meeting.

7 **2. Growth Workshop Recap**

8 Staff has not had enough time to compile all notes from the meeting.

9 **3. Site Plan Design**

10 No feedback from engineering firms, so there is nothing to present.

11 Dayton Hall announced that he has accepted the Hurricane City Attorney position, and he is
12 starting at the end of the month. He is resigning from the Planning Commission effective at the
13 end of this meeting.

14 **Approval of Minutes:**

15 **March 24, 2021**

16 Page 1, line 14 bylaws not "bystandards"

17 *Rebecca Bronemann motioned to approve the minutes as amended. Ralph Ballard seconded the*
18 *motion. Unanimous*

19 **Adjournment**