HURRICANE CITY
UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

City Council

Joseph Prete
Dave Sanders
David Hirschi
Kevin Thomas
Doug Heideman

Hurricane City Council Meeting
Agenda

October 20, 2022
3:30 PM
City Council Chambers 147 N 870 W, Hurricane

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

3:30 p.m. Closed Meeting : Strategy session to discuss the purchase of real property

5:00 p.m. Pre-meeting

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Consent Agenda

Amended minutes for August 18, 2022

Amended minutes for special meetings February 2, 2022, April 5, 2022, April 13, 2022, and June 14, 2022 adding Doug Heideman as present

Minutes of the regular City Council meeting for September 15, 2022

Public Forum – Comments from Public

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

OLD BUSINESS

1. Discussion regarding a **Franchise Agreement between Hurricane City and Infowest**
2. Consideration and possible approval of **allocating funds to the Tourism Board**- April Gates/Doug Heideman
3. Ordinance 2022-53 Consideration and possible approval of a **Land Use Code Amendment request to Title 10 Chapter 21: Agriculture Protection Overlay, Title 10 Chapter 14: Residential Agriculture Zoning Standards, Title 10 Chapter 7 Section 9: Conditional Use Permit Standards, and Title 10 Chapter 12: Agriculture Zoning Standards.**
4. Reconsideration and possible approval of a **revised airport lease template**- Joseph Prete

NEW BUSINESS

1. Consideration and possible approval of a preliminary plat for **Southern Dunes Townhomes, a recreation resort 345 townhome development located at 2600 W and 4200 S**. Southern Dunes Townhomes Applicant. Bush & Gudgell, Inc Agent
2. Consideration and possible approval of a proposed **amended final plat for Dixie Springs Plat E located at 2799 S 3680 W.** Kevin and Ralene Scott Applicant. Ryan Scholes Agent.
3. Ordinance 2022-59: Consideration and possible approval of a **Zone Change Amendment request located at approx.. 1436 W State Street** from the split zoning of HC, highway commercial, and RA-1, residential agricultural one unit per acre, to expand the HC, highway commercial, to develop the whole property with commercial type uses. Parcel Number: H-3-1-33-3217. Buck Hurst Applicant.
4. Consideration and possible approval of a proposed **preliminary plat for Peregrine Pointe West Phase 1A**, a three-lot residential subdivision located at 3000 W Cliffhanger Dr. Peregrine Pointe West Phase 1A Applicant. Greg Sant Agent.
5. Public Hearing to take comments on the following:
    a. (A) The issuance and sale of not more than **$1,000,000 aggregate principal amount of water revenue bonds**, series 2022 and (B) any **potential economic impact** that the project to be financed with the proceeds of the bonds issued under the act may have on the private sector; and related matters
    b. A request for a **road abandonment on a 7-foot section of Turf Sod Rd.** between 5140 West and Antenna Avenue
    c. A request for a **road abandonment of the north section of 2800 West** to allow for the realignment of the master planned road
6. Resolution 2022- 48: Consideration and possible approval of a **road abandonment on a 7-foot section of Turf Sod Rd.** between 5140 West and Antenna Avenue
7. Resolution 2022- 49: Consideration and possible approval of a **road abandonment of the north section of 2800 West** to allow for the realignment of the master-planned road

8. Consideration and possible approval of **purchasing a tractor for the Airport using CARES money**-Mike Vercimak
9. Consideration and possible approval of the **amended Capital Improvement Plan (CIP) for the Hurricane City Airport**-Mike Vercimak
10. Consideration and possible approval of **revoking the business license for DB HVAC**-Cindy Beteag
11. Consideration and possible approval of **revoking the business license for Lower Falls**-Cindy Beteag
12. Consideration and possible approval of Resolution 2022-47 **appointing temporary Justice Court Judges** for the Justice Court-Kaden DeMille
13. Consideration and possible approval of **Ordinance 2022-56 amending Title 1, Chapters 5, 6, and 8 regarding Administrative policies**-Cindy Beteag
14. Consideration and possible approval of **Ordinance 2022-57 amending Title 3, Chapter 1 regarding business licensing**-Cindy Beteag
15. Consideration and possible approval of a proposed **preliminary plat for Lone Pine subdivision**, a nine-lot residential subdivision located at 400 W 820 S. Brant Tuttle, Northern Engineering Applicant
16. Ordinance 2022-58: Consideration and possible approval of a **Zone Change Amendment request located at approx.. 29 N 1690 W** from R1-10, residential one unit per 10,000 square feet, to R1-8 with a PDO, residential one unit per 8,000 square feet with a planned development overlay. Parcel numbers H-3-1-33-3141 and H-3-1-33-4221. Richard & Kathleen Hinton Applicant.
17. Consideration and possible approval of a **proposed final site plan for Glampers Inn**, an RV park and commercial development located south of Sand Hollow Road. Blow Sand LLC Applicant. Scott Nielson Agent.
18. Consideration and possible approval of a **preliminary plat for Bash Resorts**, a 375-unit recreation resort development located north of Iron Bridge Blvd. Western Mortgage and Realty Co Applicant. Brent Moser Agent.
19. Consideration and possible approval of a **preliminary plat for Marla Phase 2**, a nine-unit recreation resort development located at approximately 1600 S Sand Hollow Road. Western Mortgage and Realty Company Applicant. Brent Moser Agent.
20. Ordinance 2022-60: Consideration and possible approval of a proposed **Zone Change Amendment request located at approx.. 5200 West and 2500 South** from A-5, agriculture one unit per 5 acres, to RM-1/PDO, multifamily 6 units per acre with a Planned Development Overlay, and RR, recreation resort. Parcel numbers: H-4138-B, H-4138-L, H-4138-E. Chris Wyler Applicant. Brandee Walker-Civil Science Agent.

Adjournment

I hereby certify that the above notice was posted to the city website, (www.cityofhurricane.com) posted to the state public notice website, and at the following

locations:
1. City office – 147 North 870 West, Hurricane, UT
2. The Post Office – 1075 West 100 North, Hurricane, UT
3. The library – 36 South 300 West, Hurricane, UT

_____ for the City Recorder

Minutes of the Hurricane City Council meeting held on August 18, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 4:00 p.m.

Members Present: Mayor Nanette Billings and **Council Members:** Joseph Prete, Dave Sanders, Doug Heideman, and David Hirschi. Kevin Thomas arrived at 6:30 p.m.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Planning Director Stephen Nelson, Street Superintendent Weston Walker, City Engineer Arthur LeBaron, City Recorder Cindy Beteag, Water Superintendent Ken Richins, Finance Manager Paige Chapman, Assistant Planner Fred Resch III, and GIS Analysis Pam Blackmore.

AGENDA

4:00 p.m. Work Meeting with Interstate Homes

Chase Stratton explained that Interstate Homes is exploring ways to provide affordable housing in Hurricane City. Interstate Rock is working with developers who have built low-income housing in Washington City. They plan to develop ten acres near Walmart. Jan with CMG explained that these developers can provide affordable housing using the Low-Income Housing Tax Credit. (LIHTC) The rent for this type of housing is based on sixty percent of the area's median income. These projects are heavily regulated and financed through Utah Housing. Mr. Stratton reported that this type of project works best if the density is twenty-five units per acre, which can only be achieved with buildings taller than thirty-five feet.

Stephen Nelson agrees that twenty-three to twenty-five units per acre is the only feasible way for a project like this. The planned commercial code allows twenty units per acre and buildings up to fifty-five feet tall in residential areas if specific criteria are met. There is an option for RM3 zoning with a density bonus. The City Council also has the right to approve a development that doesn’t meet the code subject to a development agreement if they follow the correct process. Mr. Nelson feels this is a unique development. He recommends the development agreement approach if the City Council feels it is appropriate. The General Plan map shows this area as mixed-use and commercial. He thinks this is a good location for this project because high-density housing should be close to commercial facilities, commercial corridors, and public amenities.

Mayor Billings feels that many community members could benefit from the project. Most of the density bonuses given up to this point have not resulted in affordable housing. Jan reported that this type of project is funded through bonds and land use agreements. The land use restriction in Utah requires these projects to remain affordable for fifty-five years. Mayor Billings is concerned that residents will have difficulty with the stairs in a building of this height

and thinks elevators should be required. Mr. Stratton reported that this could be addressed in a development agreement.

Councilman Prete asked who would own the building and what guarantees that this development will not become dilapidated and run down. He is also concerned because high-density housing usually increases crime. Jan explained that Interstate Rock and CGM partners would own the building. Utah Housing Authority inspects these developments annually, and there are strict standards regarding the conditions of the housing development. The property management monitors the renters, and their other development have had low crime.

Mayor Billings asked what the rental turnover percentage is. Jan reported that tenants must re-certify every year to qualify. There is an annual turnover rate of forty percent. These are typically renters who have progressed financially. Councilman Hirschi is concerned about increased density. Councilman Sanders feels that the price of land is so exorbitant that the only way to provide affordable housing is to build up.

Mr. Nelson explained that there are two types of affordability needs in the City. Short-term affordability applies to immediate housing needs. However, newer projects are expensive, which prevents affordability. Older homes and older developments produce long-term affordability. Hurricane City does not have a large inventory of existing affordable housing. This project could meet the City's need for short-term and long-term housing affordability. Mr. Stratton noted that many developments have promised to dedicate ten percent of their project to affordable housing, but there is no proof that it was provided. This project is required to provide affordable housing.

Councilman Prete appreciates Interstate Rock’s initiative to provide affordable housing. Councilman Heideman is concerned about the height of the building, the increased density, and how this will affect surrounding property owners. He feels there are better options. Councilman Hirschi appreciates Interstate Rock’s desire to provide affordable housing. However, he is also concerned about the height of the building and crime. Mr. Nelson reported that there is little evidence to prove that this type of development increases crime. Studies show that good property management helps lower the crime rate.

Councilman Prete has personally witnessed how increased density causes increased crime. He does agree the City does not have enough affordable housing. Self-help homes, ADUs, and deed restrictions have not meaningfully addressed the problem. The City Council agreed that even though there are many concerns, this project could help address the lack of affordable housing and should be discussed further.

5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports

Weston Walker reported that the heavy rains have caused drainage issues. Culverts were repaired along 700 West, and the department is cleaning catch basins. The chip seal on 600 North was pushed back to September.

Scott Hughes reported that the Power Department has extended an offer to an employee. He noted that several citizens attended the public meeting regarding the power line along 1150 W. They are primarily concerned about losing property, decreasing property value, powerlines going through their yards and health issues related to power lines. Mayor Billings feels this alignment is optimal because no houses are in the way.

Paige Chapman explained that the grants on tonight's agenda must be submitted today.

Chief Excell reported that all applicants attended and passed officer training. Officer Torres graduated from the K9 program and is now certified in patrol and narcotic detection. Bicycle patrol apprehended a vehicle transporting narcotics. Chief Excell is applying to work with a program through Homeland Security. This is an excellent opportunity to reduce drug activity in Hurricane City. He has received many complaints about skunks. He explained that the Animal Control Department focuses on domesticated animals. Urban Wildlife handles wildlife issues. School is back in session, and the Crossing Guards are all trained. He will contact his staff to see if there are concerns about the crossing on 870 West.

Ken Richins reported that the Water Department is focused on repairing leaks.

Mayor Billings asked staff to address the tumbleweeds on 700 West.

Arthur LeBaron introduced the new GIS Analysis Pam Blackmore. She brings a great skill set and expertise. The Engineering Department is very busy with development reviews. Mr. LeBaron is preparing the parade lineup for Peach Days. He looked at the slope behind UTV Rentals. The business has made significant improvements to drainage. However, residents in Lava Bluff are still concerned about the drainage, and the runoff is now affecting residents who were not previously affected. He anticipates that the residents will expect the City to come up with a solution. Mayor Billings advised staff to discuss this with the business owner to find out if they are willing to help fix the problem.

Stephen Nelson reported that three short-term rental violations have been filed in small claims court. The Building Department is still in the process of hiring a Hearing Officer. The Planning Department hired two Building Inspectors. One Building Inspector is dual certified, and the second Building Inspector has one residential certification and is committed to obtaining the required certificates within four months. The request for a proposal for the downtown master plan is ready to be submitted. He has received calls from reputable contractors and anticipates good applicants. Councilman Thomas has agreed to be on the selection committee.

Dayton Hall reported that the annexation for the forty-acre area near Sky Ranch has been certified. The next step is a public hearing after the protest period. He explained the process for the citations and small claim lawsuits. Mr. Hall encouraged Council to stay focused on the business license revocation agenda item, not other short-term rental concerns.

Kaden DeMille reported that the Utah League of Cities and Towns conference is being held in Salt Lake City October 5th-7th.

Dave Houston reported that the noise abatement reporting process is now on the City website. Five complaints regarding helicopters and one complaint regarding an airplane have been addressed. The Airport Board voted to post the proposed airport lease template on the City website to get feedback before they vote.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer, Thought, and **Pledge:** Josh Wadsworth

Mayor Billings recognized Arthur LeBaron for his hard work and dedication.

Declaration of any conflicts of interest

Dave Sanders declared a business-related conflict of interest on New Business item 5.

Joseph Prete declared a conflict of interest on New Business item 11 because his law firm is involved in a pending litigation in this area.

Approval of Minutes: July 21, 2022

Doug Heideman motioned to approve the minutes of the Regular City Council meeting on July 21, 2022. David Hirschi seconded. Dave Sanders, Doug Heideman, and David Hirschi, voting aye. Joseph Prete abstained. Motion carried.

Public Forum – Comments From Public

OLD BUSINESS

1. Consideration and possible approval of **Ordinance 2022-36 amending Title 10, Chapter 3, Chapter 13, Chapter 33, and Chapter 34 and Title 4 Chapter 2- with regards to site plan design, open space and amenities, outdoor lighting, and parking in new developments.** Hurricane City Planning Applicant.

Stephen Nelson and Dayton Hall have made minor changes to the presented draft. Mr. Nelson reviewed the use table defining the percentage of allowed on-street parking. Councilman Thomas still wants to increase the kelvin level requirements.

Kevin Thomas motioned to approve Ordinance 2022-36 amending Title 10, Chapter 3, Chapter 13, Chapter 33, and Chapter 34 and Title 4 Chapter 2- with regards to site plan design, open space and amenities, outdoor lighting, and parking in new developments subject to increasing the maximum kelvins for outdoor lights from 3,000 to 4,000. Seconded by Dave Sanders. Kevin Thomas, Dave Sanders, Doug Heideman, voting aye. David Hirschi and Joseph Prete, nay. Motion carried

Councilman Hirschi does not prefer additional ordinances, and Councilman Prete has reservations regarding the language.

2. Consideration and possible approval of a **road access control gate that complies with IFCD103.5**

Mayor Billings reported that the City Council directed staff to research regulations regarding closing the road. Councilman Prete noted that temporary closure was the consensus of the City Council. Dayton Hall reported that temporary closure can take place by ordinance after a public hearing is held and the Utah Department of Transportation is notified. Per state code, the City Council must find that temporary closure is necessary to protect private or public land. This closure can be in place indefinitely if the City Council chooses. Councilman Prete would like to revisit the road closure when further development comes in. He wants the ordinance to state that this closure does not modify the street plan. Councilman Heideman and Councilman Hirschi asked if the City would split the cost of the gate. Kaden DeMille reported that this is not in the budget but can be accomplished.

Dale Grange appreciates the gate but is disappointed because it can't be permanent. He is continually asking people to leave his yard, which is uncomfortable, and he is experiencing harm to his property. Half of the people in attendance tonight support a more permanent solution.

Brady Tapp appreciates the City Council's dedication to this matter. He explained that the closure will help to alleviate vehicle and pedestrian traffic. This road is not wide enough for two cars to pass and was not built to City standards, this closure will also address that problem. The residents in this area prefer the gate to remain when more commercial business comes in.

3. Discussion and possible **approval of theater productions for 2023** - Tiffani Wright

Mayor Billings noted that the City Council has provided staff with a list of recommendations.

Kevin Thomas motioned to table approval of theater productions for 2023. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

NEW BUSINESS

1. Consideration and possible approval of **local consent for a single event liquor license for UTV Takeover** - Dan Staheli

Dan Staheli reported that this is similar to the Trail Hero permit. This event is more of an off-road setting, but the setup is the same.

Joseph Prete motioned to approve local consent for a single event liquor license for UTV Takeover. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

2. Consideration and possible approval of **revoking a residential hosting license** - Cindy Beteag

Brian Hawkins would like the City Council to address Councilman Thomas's comments. He received a cease and desist letter, but he is not breaking any rules, and he wants this to be addressed with specific answers, not opinions.

Dean Cox does not have a stake in this. Mr. Cox cited the ADU ordinance and read the kitchen definition. In his opinion, these are not ADUs.

Dayton Hall explained the revocation and special hearing process. Mr. Hall read 10-41-4 Section D – Only one accessory dwelling unit or casita shall be established on one residential property. The property owner can request a second ADU if a lot is larger than .8 acres. He cited different chapters pertaining to residential hosting and accessory units. Stephen Nelson reported that an ADU is a separate unit with a kitchen, and a casita is a separate unit without kitchen facilities. Mayor Billings asked if the applicants are given this code when applying for their business license. Mr. Nelson explained that the Building Department is working to educate applicants properly. He noted that problems occur when a property owner rents a second bedroom suite after completing the home.

Cindy Beteag explained that in 2019, the previous owner obtained a license to rent one bedroom in the home. In 2020 the owner applied to change that license to allow him to rent two rooms in the home. The building department was unaware that the owner had built a structure on the property without a building permit, which he converted into two rooms. Mr. Staheli purchased the property and received a license for a two room residential hosting

license. When he applied to renew his license this year, he asked for three rooms instead of two. Staff still thought the rooms where inside the home. Because the issue of multiple ADU's being used for short term rentals has come up more frequently, staff has asked the Fire Department to list what type of unit is being inspected. This is how they learned about the additional structure on the property. Mr. Nelson provided pictures of the additional unit. The unit is attached to the primary home through a breezeway.

Mike Staheli was able to invest in this property because of the rental income. When he asked the City if he could get a license for a two room residential hosting license, he was told yes. This is his primary residence, and he cannot afford the mortgage without the rental income. Councilman Prete asked if any discussions took place regarding the additional structure or if it was listed in the seller's disclosure. The applicant admits that it was not specifically discussed, but he feels he did his due diligence. Councilman Prete thinks this is more of a dispute between the applicant and the previous owner.

Mayor Billings explained that staff's initial inspection confirmed that the room was within the home. Staff was unaware of the additional structure because no building permit was issued. Mr. Staheli understands how this situation came about. However, it seems like they are being punished for something they didn't do.

Councilman Prete's perspective is that the previous owner built an illegal unit without the proper permit, and the home was sold without proper disclosure. He sympathizes with the new buyer but is concerned that allowing this will encourage people to build additions without permits.

Councilman Hirschi sympathizes with the applicant's situation and does not want to penalize Mr. Staheli because of miscommunication. He feels that the definition is unclear and asked if there is a way to accommodate the applicant.

Mayor Billings also understands the applicant's position. However, this does not meet the ordinance. Either the City Council revokes the license or changes the ordinance. Councilman Thomas also sympathizes with the owner. But there are more issues like this in the City. If Council allows this, they must allow them all. Mr. Hawkins asked Mayor Billings to read the information he provided. Mayor Billings read title 10, chapter 51 of the residential hosting ordinance. Mr. Hall explained that there are two separate ordinances. One pertains to renting up to four bedrooms in one home, and the other ordinance refers to ADU.

Joseph Prete motioned to revoke the residential hosting license with a grace period of sixty days to allow the homeowner to honor his reservations. The homeowner can reapply for a new license and make accommodations to bring it into compliance. The owner must obtain legitimate building permits. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

Councilman Prete stated an amendment needs to be made immediately to our residential hosting ordinance to restrict renting to multiple groups. Council agreed and directed staff to get a draft to the Planning Commission as soon as possible.

6. Consideration and possible approval of **Resolution 2022-40 approving WaterSMART: Irrigation Metering Grant Funding** - Ken Richins

Ken Richins explained that the City was awarded a $ 1,967,000 grant and a loan for $703,000 from the Board of Water Resources on August 3rd. The department is applying for a $500,000 grant from WaterSMART. If awarded, the grant money will go towards the loan balance.

Kevin Thomas motioned to approve Resolution 2022-40. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete voting aye. Motion carried unanimously

7. Consideration and possible approval of **Resolution 2022-41 approving a WaterSMART grant to finish installing the AMI Metering System** - Ken Richins

Ken Richins explained that the total amount of this project is $1,064,905. The City has eight thousand automated meters but needs an additional thirty-five hundred meters. This grant application is for $500,000 to assist in paying for the remaining meters.

Doug Heideman motioned to approve Resolution 2022-41. Seconded by David Hirschi. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

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

    a. An Agriculture Protection Overlay located approximately 1100 S 700 West parcels H-3-2-3-2416, H-3-2-3-2417, and H-3-2-3-2418

Dave Sanders motioned to go into a public hearing. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

No comments.

David Hirschi motioned to go out of public hearing. Seconded by Doug Heideman. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

4. Ordinance 2022-44: Consideration and possible approval of an **Agriculture Protection Area for Ruth and Annie Reeve**, located at approximately 1100 S 700 W. Ruth and Annie Reeve Applicant.

Stephen Nelson reported that the Planning Commission and the Dixie Conservation Committee unanimously recommended approval, with the condition that the future 700 west expansion and public utility be excluded from the protection zone.

Kevin Thomas motioned to approve Agriculture Protection Area for Ruth and Annie Reeve, located at approximately 1100 S 700 W. with the condition that the dedication of the road be excluded from the protection zone. Seconded by David Hirschi. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete, voting aye. Motion carried unanimously.

5. Ordinance 2022-45: Consideration and possible approval of a **Zone Change Amendment request located at 650 S and 850 W from RA-0.5, residential agriculture one unit per half acre, to R1-15, residential one unit per 15,000 square feet.** Pete Dratter Applicant. Chase Stratton Agent

Josh Wadsworth lives in the Hardcastle Estate subdivision. They are all in opposition to this zone change. This was discussed a year ago, and everyone felt that half-acre lots were a good compromise. Mr. Wadsworth feels that if this is approved it will create a lack of consistency in the neighborhood.

Brandon Terry lives in Hardcastle Estates. He agrees with Josh's comments. He asked the City Council to deny this last year, and his opinion has not changed.

Garth Packard is surrounded by this property. Mr. Packard does not begrudge the applicant for wanting additional lots and additional money. However, this area cannot support more development.

Derek Capps lives north of the proposed development. This community is primarily half-acre lots. The Campbell family did get approval for smaller lots, but he hopes that doesn't happen here. The intersection on 700 West is dangerous, and the infrastructure on 650 South cannot support more development.

Chase Stratton explained that there was a lot of opposition toward this zone change application last year. However, other zone changes were approved in this area, which prompted the applicant to reapply for their original request. The applicant is asking for ten units on .45 acre lots.

Councilman Thomas commented he made the motion for the Campbells subdivision change. He feels that the Campbell's situation was different because they owned the property and wanted

to allow their kids to be able to build there. It was not his intent to set a precedent. These properties are entirely different and far enough apart that they should not be treated the same. He believes if this is granted, the applicant will request third acres lots for their other parcels. Mr. Stratton stated that the applicant is willing to enter into a development agreement limiting the lot size to .45 acres or greater. Mr. Stratton explained that these lots will have square footage similar to the Winders property after roadway dedications. Councilman Thomas is sympathetic to property owners who have to give property for the roadway. He tries to accommodate them. However, he does not feel that this is the same situation. Dayton Hall explained that the Planning Commission considered the four zone change criteria in making its recommendation to deny the requested zone change. The Planning Commission's findings were that the requested zone was not harmonious with the existing development and would negatively impact the surrounding property users. He advised the City Council to focus on the four criteria for a zone change.

Mr. Stratton reported that no subdivisions in this area were consistent with the surrounding fields when they were built. Mayor Billings noted that most of the homes in this area are on lots bigger than a half-acre. Mr. Stratton reported that the applicant would entertain a development agreement stating they will adhere to the agriculture aspect of RA .5. Mayor Billings explained that agriculture must be a half-acre. Councilman Prete thinks it's possible to blend the concepts with a development agreement, but he thinks they are used too much. Councilman Heideman noted that the citizens who spoke tonight advocated for their property rights. There are already too many townhomes approved in the City, and single-family housing is necessary to maintain balance.

Councilman Prete would like to focus on zone change criteria points. This is consistent with the General Plan map for single families, and the infrastructure is adequate. However, he doesn't think it is harmonious with the surrounding area because it is surrounded by one-acre and half-acre lots, and this will negatively affect the adjacent properties. Stephen Nelson explained that this was previously denied because it was not harmonious with the surrounding uses not because of the lot size. Councilman Prete asked to review the zoning map and confirmed that most of the area is half an acre. The Council reviewed the zoning map. Mr. Stratton asked for a development agreement allowing ten units with RA .5 zoning. Mr. Nelson reported that this is possible but requires a public hearing and recommendation from Planning Commission.

Kevin Thomas motioned to deny the Zone Change Amendment request located at 650 S and 850 W from RA-0.5, residential agriculture one unit per half acre, to R1-15, residential one unit per 15,000 square feet based on it is not harmonious with the surrounding properties, it will negatively affect surrounding property owners, and it will set a precedent to change other parcels to the third acre. Seconded by David Hirschi. Doug Heideman, David Hirschi, and Joseph Prete, voting aye. Dave Sanders abstained. Motion carried.

8. Discussion regarding updates **to the Franchise ordinance** - Dayton Hall

Dayton Hall recapped the previous discussions regarding the Franchise ordinance. The key issue was limiting the number of franchisees for certain utilities and the number of conduits on the road. Mr. Hall could not find any city that caps how many are allowed, and he has concerns about being the first City to cap the number. He does want to update the franchise agreement to allow the City Council discretion to deny future agreements if necessary. Kaden DeMille would like a way to evaluate the financial strength of potential service providers. Councilman Prete wants to ensure that fiber connectivity is brought into older neighborhoods.

Dayton Hall will come back with a draft ordinance for the second meeting in September.

9. Consideration and possible approval on a **preliminary plat for Black Ridge Phase 1A-1C, a residential subdivision consisting of 84 single-family units and 20 townhomes, located at 1760 W and Weeping Rock Road in the Black Ridge development.** Austin Overman Applicant. Rob Reid-Rosenberg Engineering Agent

Austin Overman explained that the allowable density for this project is two hundred and five units, and he is requesting half the allowable density. He reported that his engineer was able to redesign the northern retention basin to hold everything.

Stephen Nelson explained that the applicant is requesting a density transfer to move twenty townhomes to the park area. The development agreement states they can do density transfers. However, the development agreement does not allow moving density onto open space. The Planning Commission felt this was a reasonable interpretation of the development agreement if there is a park space within the first phase. The commission also required a final site plan that matches the amenities.

Joseph Prete motioned to approve the preliminary plat for Black Ridge Phase 1A-1C, a residential subdivision consisting of 84 single family units and 20 townhomes, located at 1760 W and Weeping Rock Road in the Black Ridge development subject to Staff and JUC comments. Seconded by Kevin Thomas. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

10. Consideration and possible approval of a **General Plan Amendment to adopt a Moderate-Income Housing Plan**

Stephen Nelson reported that Utah State requires a moderate-income housing plan. The Vision is to provide housing options for everyone and minimize the housing gap. Mayor Billings reported that this has to be adopted and submitted by October 1st. Mr. Nelson explained that no comments were made during the public hearing, but some comments were received during the open house. Most of the people that responded to the survey live in single-family homes.

Mr. Nelson read the drafted plan. He asked the City Council to review the plan and make recommendations.

Joseph Prete motioned to continue consideration and possible approval of a General Plan Amendment to adopt a Moderate-Income Housing Plan. Seconded by Kevin Thomas. Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

11. Ordinance 2022-46: Consideration and possible approval of a **Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre.** Located on the north portion of parcel number H-4-2-1-1112-GS1. Western Mortgage and Realty Co-Applicant. Thomas Hunt Agent.

Stephen Nelson explained the City approved a new zoning map after the Elim Valley project development agreement was dissolved. When the PID was approved, the roadways were not in alignment. A zone change was approved to the south to align the boundaries. However, this zone change will be more significant because it will allow additional units on three acres. The Planning Commission gave a positive recommendation because they felt that the alignment of the roadway and the location for multifamily is compatible because of the commercial and resort development surrounding it. Thomas Hunt does not see this as a rezone but as a reconfiguration of the final roadway layout. Mayor Billings asked if rezoning to RM-2 would be a better option and why the detention basin is being rezoned. Mr. Nelson explained that if the detention basin isn't rezoned, it will reduce the number of units allowed, and usually, a subdivision doesn't have multiple zones. Councilman Thomas asked what changes if this is approved. Mr. Hunt explained that block lengths and the road connection to the south will change. Dayton Hall explained the Planning Commission gave a positive recommendation and advised that any decisions made should be rooted to the four-zone change criteria. Councilman Thomas does not want to see the increased density but agrees that the boundaries need to align.

Kevin Thomas motioned to approve the Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre. Located on the north portion of parcel number H-4-2-1-1112-GS1. Seconded by Dave Sanders. Dave Sanders and Kevin Thomas voted aye. David Hirschi and Doug Heideman voted nay. Joseph Prete abstained. Mayor Billings broke the tie vote with a nay. Motion failed.

Mayor Billings suggested a development agreement limiting the units to three hundred and fifty. Stephen Nelson reported that this is possible, but the item would need to be continued

and staff would like direction from the Council on what they want in the agreement. Mr. Hall reported that a motion to deny needs to be accompanied by reasons for the denial.

Kevin Thomas motioned to continue consideration and possible approval of a Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre. Located on the north portion of parcel number H-4-2-1-1112-GS1. with direction to staff to formulate a development agreement stating that density will not exceed approximately three hundred and fifty units. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Kevin Thomas, and Dave Sanders, voting aye. Joseph Prete abstained. Motion carried.

12. Ordinance 2022-47: Consideration and possible approval of a **Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report.** Hurricane City Applicant

Dayton Hall reviewed the ordinance that was adopted in 2015. This change will require everyone applying for a building permit to sign the waiver and obtain a geotechnical report. The waiver is then recorded against the property. This protects the City from liability and protects the homeowners. Mr. Hall will add language to the draft limiting it to new construction for residential and commercial. Arthur LeBaron asked if this is required for block walls or outbuildings. Mr. Hall feels that is a good point, and he is not opposed to adding that to the ordinance. The City Council members would like to review this amendment further.

Kevin Thomas motioned to continue consideration and possible approval of a Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report for the next meeting. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete voting aye. Motion carried unanimously

13. Consideration and possible approval of a **preliminary plat for Sand Hollow Townhomes, a townhome development consisting of approximately 60 townhome units, located at approximately 1200 S Sand Hollow Road.** Bob Hermanson Applicant. Bush & Gudgell Agent.

Stephen Nelson reported that construction drawings are signed, and the plat was already approved. However, the preliminary plat expired before the final plat was approved.

Dave Sanders motioned to approve the preliminary plat for Sand Hollow Townhomes, a townhome development consisting of approximately 60 townhome units, located at approximately 1200 S Sand Hollow Road. Seconded by Kevin Thomas. Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete voting aye. Motion carried unanimously

14. Consideration and possible approval of a **preliminary plat for Quail Creek Industrial Park Phase 5-8, a 76 lot industrial subdivision located at Regional Park Road and 1000 S.** Dennett Construction Applicant. Civil Science-Brandee Walker Agent.

Stephen Nelson explained that the primary reason the roadway has changed on the preliminary plat is that the neighboring property owner adamantly opposses to the roadway. The applicant redesigned the project to move the road and added thirteen additional lots. Staff and the majority of the Planning Commission have recommended that a right of way be provided through lots 603 and 604, but the street improvements will not be required. The applicant will have to work with the Power Department to ensure the transmission line can continue to go through the property and work with City Staff for the alignment of Purgatory Road. Doug Dennett explained that the neighboring property owners sold land to PacifiCorp. PacifiCorp does not intend to develop the property. They do not want a road along the property, and they do not want to annex the property. Mr. Dennett does not feel he should have to provide connections to a property that will not be developed. Mr. Nelson explained that the City requires connectivity regardless of who owns the neighboring property. Staff is requiring less than what is required within the ordinance. Dayton Hall cited the relevant ordinance and stated that this decision needs to be based on the ordinance. The Planning Commission recommended connectivity, and this is a good compromise. Councilman Thomas thinks the ordinance is very clear and believes this is a good compromise.

Kevin Thomas motioned to approve the preliminary plat for Quail Creek Industrial Park Phase 5-8, a 76 lot industrial subdivision located at Regional Park Road and 1000 S subject to staff and JUC comments and the roadway dedication between lots 604 and 603. Councilman Thomas noted that roadway improvements will not be required. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, Kevin Thomas, and Joseph Prete, voting aye. David Hirschi voting nay. Motion carried.

15. Consideration and possible approval of **multiple contracts with PacifiCorp to sell and purchase power** - Scott Hughes

Scott Hughes explained that Hurricane City Power and Rocky Mountain Power sell power to each other in several locations within Hurricane City. One of these locations is a metering point near the Anticline Substation, and there is another location on the north side of Cliff Dwellers. One contract pertains to billing Rocky Mountain Power for energy delivered from Hurricane City Power. The second contract pertains to Rocky Mountain Power billing Hurricane City Power for energy delivered from Rocky Mountain Power. The rate per kilowatt hour is the same for each party. Dayton Hall has reviewed and approved the contracts.

Kevin Thomas motioned to approve multiple contracts with PacifiCorp to sell and purchase power. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Joseph Prete, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

Mayor and Council reports

Mayor Billings	Airport, Administration, Police, Washington County Solid Waste District, Washington County Water Conservancy District, Youth City Council, Ash Creek Special Sewer District
Joseph Prete	Court, Prosecutors Office, City Attorney, Fire District, Economic Development, Agriculture Preservation, Industrial Park, Power, Power Board
Dave Sanders	Animal Control, Police, Emergency Management, Mosquito Abatement, School Crossing Guards, Victim Services
David Hirschi	Historical Preservation, Parks/Cemetery, Recreation/Pool, Water Department, Water Board, Ash Creek Special Service District, Tourism Board, Golf Course
Kevin Thomas	Planning Commission, Streets and Drainage, Public Works, Engineering, Planning Dept
Vacant	Building Inspections, Code Enforcement, Tree Board, Airport Board, Appeals Board, Beautification Board
Kaden DeMille	City Administration -

Closed Meeting held pursuant to Utah Code section 52-4-205, upon request.

Kevin Thomas motioned to go into a closed session to discuss pending litigation. Seconded by Joseph Prete. Doug Heideman, David Hirschi, Joseph Prete, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

Adjournment: 11:48 p.m.

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

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

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

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

4:00 p.m. Training

Training for the following:

Open and Public Meetings

Ethics Act

Sexual Harassment

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

Adjournment

Meeting adjourned at 5:50 p.m.

Minutes of the Hurricane City Council special meeting held on April 5, 2022, at the Power Department 526 W 600 North, Hurricane, Utah at 3 p.m.

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

Also Present: City Manager Kaden DeMille, City Accountant Paige Chapman

AGENDA

3:00 p.m. Discussion regarding the 2022-2023 budget

The City Council met with various Department Heads to discuss the upcoming budget requests.

Adjournment: 11:30 p.m.

Minutes of the Hurricane City Council special meeting held on April 13, 2022, at the Power Department 526 W 600 North, Hurricane, Utah at 3:30 p.m.

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

Also Present: City Manager Kaden DeMille, City Accountant Paige Chapman

AGENDA

3:00 p.m. Discussion regarding the 2022-2023 budget

The City Council met to discuss the upcoming budget requests.

Adjournment: 5:30 p.m.

Minutes of the Hurricane City Council special meeting held on June 14, 2022, at the Power Department 526 W 600 North, Hurricane, UT. at 3:00 p.m.

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

Also Present: City Manager Kaden DeMille and Accountant Paige Chapman

AGENDA

3:00 p.m. Discussion regarding the 2022-2023 budget.

Council met with City Manager Kaden DeMille, Accountant Paige Chapman, and various department heads to go over the bubble list for the 2022-2023 budget and decided which items should be cut from the budget.

Adjournment: 9:00 p.m.

Minutes of the Hurricane City Council meeting held on September 15, 2022, in the Council Chambers at 147 North 870 West, Hurricane, Utah, at 3:30 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Planning Director Stephen Nelson, Recreation Director Tiffani Wright, Fine Arts Coordinator Debbie Garrett, Artistic Director Kyle Myrick, and City Recorder Cindy Beteag

AGENDA

3:30 p.m. Work meeting

Mayor Billings explained that the Council City is the governing body of Hurricane City. In the past, the City Manager and Recreation Director approved theater productions. However, this Council chose to have more input in theater productions. The theater staff feels they are being micromanaged and have requested to go back to the way it was before. Staff created a list of plays they were interested in, and the City Council narrowed it down to what they wanted to see.

Debbie Garrett provided a list of past shows and revenue. The theater could not track concessions purchases before 2017, but she expressed that they have improved yearly. Councilman Prete noted that the net profit for the Little Mermaid was $12,181.17, excluding concession, and revenue exceeded cost by nearly $20,000. Kaden DeMille reported that the recreation department is part of the General Fund, and their revenues or losses go to that fund. He explained that if the City is in a healthy financial position, the City Council can elect to invest the net profit into the theater for maintenance or more significant plays.

Kyle Myrick reported that they appreciate the City Council's interest in the theater; however, many variables go into choosing a show, and the list the Council provided is too narrow. He feels that the theater staff is very knowledgeable and plans plays appropriately. He reported that most of the patrons and cast are not local. It is important to have shows that the cast wants to be in and that people want to see. Hurricane City is the only theater that does not pay their actors, they are competing with seven other theaters, yet they are still getting good actors. He believes they have proven themselves over the last thirteen years to pick shows that people want to attend.

Mayor Billings feels that popular shows will be more attended. Mr. Myrick explained that actors like to perform in artistic shows and do not always want to do dance shows. Councilman Thomas did not know most of the plays on the list. After researching, there were only three plays he did not like. He would like to be more liberal about what is allowed. Councilman

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Sanders agrees that choosing a play is more complex than just looking at the name. He trusts that staff is more knowledgeable regarding the content of plays, and he relies on them to pick something the community would like.

Councilman Hirschi appreciates the theater staff. He has no issues returning to how it was if they followed certain principles. Primarily focusing on whether the show is family-friendly. Mr. Myrick noted that he was raised in Hurricane City and understands the standards. Theater does push the envelope, but art is supposed to make people think and feel. He explained that with certain permissions, they can alter plays to ensure they are family-friendly. Councilman Prete expressed strong feelings in the opposite direction. It is insulting that his list of forty plays was entirely rejected. Yet, the theater staff is offended because the City Council narrowed a list of seventy-three to twenty-six. The City Council already provided their direction and input, and he does not think this meeting was necessary. Taxpayers fund the program, and he believes the focus should be on Hurricane City residents, not patrons or cast from outside the community. Mayor Billings agrees that serving the community is the primary purpose. The list should be reviewed if most of the shows are not attended by community members.

Mr. Myrick understands that focusing on the community is important but serving the art community is also important. Ms. Garrett feels advertising is the key to drawing in Hurricane residents. Mayor Billings discussed ways to engage the community. Councilman Thomas agrees that the City owns the theater; therefore, the focus should be on Hurricane City residents. Mr. Myrick reiterated that the theater company wants to create art for everyone. If the focus is solely on the community in Hurricane City, they might not be the best theater company. They are still helping the community by bringing in visitors. Another theater staff member explained they are not trying to be offensive. She feels this is a matter of miscommunication. The performing community does not want to act in some of the recommended shows. There needs to be a balance between kids and adults. Mayor Billings asked how the City Council wanted to move forward.

Councilman Heideman sent his views to the Council. The theater company is an expert in this field, and he would like to return to the way it was before. Councilman Prete is not concerned that the content will be immoral. This is not a private enterprise; he is here to serve the community. If they follow the set principles, he is okay with the City Manager, Recreation Director, and Mayor choosing the plays; however, they must focus on shows that community members want to see. Mayor Billings, Kaden DeMille, Tiffani Wright, and Debbie Garrett will meet to approve the next play.

1. LIHTC Project Info

Stephen Nelson and Chase Stratton met last month to review this proposal for a low-income housing development. The applicant is requesting twenty-three units per acre, but no zoning standard allows this. This could be accomplished by creating a unique zone governed by a

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development agreement or creating a new zoning code to target this area. He and the applicant are here to ask for direction from the City Council. Councilman Thomas and Councilman Heideman are not in favor of four-story buildings or creating a new zone.

Councilman Sanders understands the need for affordable housing. He understands that high density is one way to provide affordable housing, but he thinks there are other ways. Councilman Thomas does not want high-density affordable housing to reduce the quality of life and dynamics of Hurricane City. Mr. Stratton reported that they own and plan to develop the surrounding property. They are planning this development in a way that will ensure their surrounding property values do not decrease. He knows they are asking a lot, but the City lacks hundreds of units for affordable housing. Mayor Billings feels that allowing this building height will set a precedent. The City Council understands the need, but they do not want to sacrifice the character of Hurricane City. Councilman Prete feels this is the first project worthy of more consideration. Many developers claiming they will provide affordable housing have not done so. This project is a tangible way to provide attainable housing.

Council ,embers prefer three stories or less and an elevator. Mayor Billings suggested that the developer returns with a compromise on the building height. She reiterated that an elevator is mandatory.

5:00 p.m. Pre-meeting - Discussion of Agenda Items, Department Reports

Also Present: City Manager Kaden DeMille City Attorney Dayton Hall, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, Street Superintendent Weston Walker, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Water Superintendent Ken Richins, City Recorder Cindy Beteag, Parks Superintendent Darren Barney, Finance Manager Paige Chapman, GIS Specialist Pam Blackmore, Human Resources Director Sel Lovell, and Fire Chief Tom Kuhlman.

Stephen Nelson introduced Stuart Joseph and Jason Cordova as the new Building Inspectors. The department is in the process of hiring a Hearing Officer. The bidding process for the downtown master plan has closed, and the kickoff meeting will be held after the contracts are reviewed.

Arthur LeBaron discussed the drainage difficulties caused by recent storms. A home in Sky Ranch and Sand Hollow Retreat were flooded. Sand Mountain was hit hardest by the rain. The Utah Department of Transportation had to plow sand off SR-7. There is an undersized culvert on 1100 West near Sky Ranch, and Staff has identified other areas that need work. Councilman Prete asked about fixing the drainage problem at 2500 South. Mr. LeBaron reported that fixing the drainage will require a lot of road work. The new director of the St. George Burea of Land Management field office is very responsive, and they are working together regarding the trail on 600 North.

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Chief Kuhlman reminded everyone that the City is still in drought conditions. He reported that the Street Department has been excellent in cleaning up the roads.

Tiffani Wright thanked the City Council for meeting with the Theater staff. There is some settling on the south side of the building, and the roof needs to be resurfaced. They are ready to start renovations, and hopefully, it will be complete before the Christmas Festivals. The department is experiencing more theft and damage. Hurricane High School homecoming dance will be held on 100 West. The neon night run and trunk or treat are on October 29th. The Christmas tree lighting is on November 28th. She encouraged Department Heads to enter a tree in the Festival of Trees.

Darren Barney reported that the Parks Department is busy catching up from Peach Days. Three part-time and one full-time positions are open, and nine interviews are being held tomorrow. He recommended continuing item 9 on New Business because many housekeeping items need to be updated.

Sel Lovell is trying to fill the open positions. On a positive note, there are more qualified applicants applying. The employee golf tournament was a success and lifted employee morale. He explained that as part of the wellness program, employees that do not use their sick leave are entered into a drawing for a large prize. Councilman Prete asked if the overall morale of the employees is positive. Mr. Lovell reported that the consensus is that the employees are happy, and he feels the City is heading in the right direction.

Weston Walker reported that the Streets Department is very busy due to the rain and flooding. Dixie Springs and the Marla subdivision experienced significant flooding. The crew was called out at midnight because Sand Hollow Road was a river. Seven one-ton loads of sand were removed from a cul de sac in Dixie Springs. The crews are working hard and putting in long hours.

Scott Hughes reported that the department lost between fifteen and twenty thousand dollars per hour for eleven days during September. The same thing happened last year in July for a few days. He will run the numbers and provide a report when they are available. Mr. Hughes reported that the generators did help save them money; however, the extended use caused many maintenance repairs. Public Power Day is on October 4th.

Ken Richins reported that the drillers for the Dixie Springs well are starting Monday. They have committed to drilling twenty-four hours a day and providing daily reports. He anticipates the Sand Hollow well to be operational by April.

Councilman Heideman explained that dumpster days are September 23rd-24th. Mayor Billings noted the four locations.

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6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer and Pledge: Stephen Nelson

Declaration of any conflicts of interest

Kevin Thomas declared conflict on New Business item 6.

Joseph Prete declared a conflict on Old Business item 2.

Minutes of the City Council Meeting for November 18, 2021, January 3, 2022, January 3, 2022 (2nd meeting), January 6, 2022, February 28, 2022-amended, August 4, 2022, and August 18, 2022

Kevin Thomas motioned to approve the City Council meeting minutes for November 18, 2021, January 3, 2022, January 3, 2022 (2nd meeting), January 6, 2022, February 28, 2022-amended, August 4, 2022, and August 18, 2022. Seconded by Joseph Prete. Doug Heideman, Dave Sanders, David Hirschi, Kevin Thomas, and Joseph Prete, voting aye. Motion carried unanimously.

Swearing in of the new Youth City Council

The Youth City Council was not able to attend.

Recognition of outstanding employees

Mayor Billings recognized Tom Kuhlman for his hard work and the Fire District's relationship with Hurricane City. She recognized Weston Walker for his and his crew's work and long hours. She read a letter she received from a citizen praising the utility staff and recognized Michelle Prince, Layla Mangum, Matt Patterson, and Nola Wayman.

Public Forum – Comments From Public

Martha Honey lives in Sky Ranch and is here regarding drainage. She reported that Copper Rock is working with them to restore the original drainage patterns, however, Moccasin Flats has been changing their lots to reroute the drainage water to 1100 West. They are not following the drainage manual, and it is causing problems. She asked the City to enforce the drainage standards.

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Arthur LeBaron stated that each home in Moccasin Flats must have a detention area before the home is built. He agrees there are some issues in Moccasin Flats, but the current issue is the amount of rainfall.

OLD BUSINESS

1. Consideration and possible approval of Resolution 2022-44 pertaining to the **General Plan Amendment to adopt a Moderate-Income Housing Plan**

Stephen Nelson updated the charts to match the current data from Housing Urban Development and the census. The numbers did not change significantly. The Steering Committee's recommendation was to cap the number of ADU's short-term rental licenses. The debate is that ADUs are more likely to be used for short-term rentals than long-term rentals. Councilman Thomas doesn't think limiting ADU short-term rental licenses makes sense and objects to the cap. The City Council agreed to remove the cap of ADUs for short-term rental. Mr. Nelson added a policy number for the implementation schedule. He reiterated that the State could withhold roadway funds if the plan is not adopted before October 1st. Councilman Prete feels that the City is fortunate to have a forward-thinking planning staff.

Joseph Prete motioned to approve Resolution 2022-44 pertaining to the General Plan Amendment to adopt a Moderate-Income Housing Plan. Seconded by Kevin Thomas. Dave Sanders, David Hirschi, Kevin Thomas, Doug Heideman and Joseph Prete voting aye. Motion carried unanimously.

2. Ordinance 2022-46: Consideration and possible approval of a **Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3, multifamily 15 units per acre.** Located on the north portion of parcel number H-4-2-1-1112-GS1, H-4-2-1-1109 and H-4-2-1-1103. Western Mortgage and Realty Co-Applicant. Thomas Hunt Agent.

Logan Johnson representing the project, is online. Stephen Nelson explained that the roadway alignment has changed from the initial zone change. The City Council recommended a development agreement restricting the applicant from exceeding their original approved density. The applicant would like to rezone the property to RM-3 with seven hundred twenty units across the entire development, which is fewer units overall. Staff thinks it will be cleaner and more aligned with what the City Council wants. Mayor Billings clarified that the development agreement stays with the property regardless of who owns it.

Kevin Thomas motioned to approve the Zone Change Amendment request located at 3700 West and Stargate Ave. from RM-3, multifamily 15 units per acre, R1-6, residential one unit per 6,000 square feet, and R1-15, residential one unit per 15,000 square feet, all to be RM-3,

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multifamily 15 units per acre subject to a development agreement and staff and JUC comments. Approval is based on it is harmonious with the general plan, does not negatively affect surrounding property owners, and there are adequate utilities. Seconded by Dave Sanders. Motion carried with David Hirschi, Kevin Thomas, Doug Heideman, and Dave Sanders voting aye. Joseph Prete abstained.

3. Ordinance 2022-47: Consideration and possible approval of a **Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report.** Hurricane City Applicant

Dayton Hall reviewed the previous discussions. He explained that a geotech report is required with a building permit application. This amendment includes the requirement of a geotech report and an acknowledgment waiver for all new construction in the ordinance. He explained that this does not pertain to remodels and outbuildings.

Doug Heideman motioned to approve the Land Use Code Amendment request to Title 9, Chapter 1, Section 3: Issuance of Building Permits to require a geotechnical report. Seconded by David Hirschi. Dave Sanders, David Hirschi, Kevin Thomas, Joseph Prete, and Doug Heideman voting aye. Motion carried unanimously.

NEW BUSINESS

1. Presentation on the **economic & media value impact report of the LPGA Epson Tournament** - David Viveiros

David Viveiros with Beehive State Sports reported that viewership has increased by fifty percent, and over one hundred articles nationally highlighted the tournament. He explained that the tournament's economic impact was more than three million dollars. Each year the viewership, volunteers, and revenue are increasing.

2. Consideration and possible approval of a **proclamation joining Washington County Youth Coalition (WCYC) in a 2022-2023 Alcohol-Free School Year for Youth** - Pamela Holiday

The Youth representing the schools in Washington County read the proclamation and cited data pertaining to youth alcohol consumption and its harmful consequence.

Dave Sanders motioned to approve the proclamation joining Washington County Youth Coalition (WCYC) in a 2022-2023 Alcohol-Free School Year for Youth. Seconded by Kevin Thomas. Doug Heideman, Joseph Prete, David Hirschi, Dave Sanders, and Kevin Thomas voting aye. Motion carried unanimously.

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3. Consideration for adoption of **Resolution 2022-43 of the City Council of Hurricane City, Utah, authorizing the issuance and sale of not more than $1,000,000 aggregate principal amount of water revenue bonds,** series 2022; and related matters

Kaden DeMille reported that the State of Utah is moving towards metering secondary water connections. There are some incentives available, and Hurricane City's grant application was approved for seventy percent of the projected cost. The total cost of the project is $2,810,000. The grant will cover $1,967,000, and Hurricane City will bond the remaining $140,000. Mr. DeMille explained that the City is pledging secondary and culinary water revenues to this bond. This is a parameters resolution intended to define the bonding parameters.

Dave Sanders motioned to approve Resolution 2022-43. Seconded by Doug Heideman. David Hirschi, Kevin Thomas, Joseph Prete, Dave Sanders, and Doug Heideman, voting aye. Motion carried unanimously.

4. Consideration and possible approval of the **revocation of R&B Boutique's business license** - Cindy Beteag

Cindy Beteag reported that the business is now in compliance.

Kevin Thomas motioned to deny revocation of the R&B Boutique's business license based on they are now in complaince. Seconded by Dave Sanders. Kevin Thomas. Doug Heideman, Joseph Prete, David Hirschi, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

5. Consideration and possible approval of the **revocation of Midnight Precision's business license** - Cindy Beteag

Cindy Beteag reported that Midnight Precision moved locations and has not completed the required fire inspection.

Kevin Thomas motioned to revoke Midnight Precision’s business license for failure to obtain a fire inspection. Seconded by Doug Heideman. Joseph Prete, David Hirschi, Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

6. Consideration and possible approval on a **preliminary plat for Jeffrey Hatcher, a two-lot residential subdivision located at 650 S and 1100 W.** Jaymie Wetzel Applicant. Jeffrey Hatcher Agent.

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Jaymie Wetzel and Jeffrey Hatcher are present. Mayor Billings reported that there are three roads surrounding this property. Stephen Nelson explained that 1150 West and 650 South are master planned roadways. Staff and the Planning Commission's recommendation is to approve the preliminary plat as shown, requiring the improvements on 650 South and 1100 West to be completed to Hurricane City standards; however, only the dedication will be required on 1150 West. Mr. Hatcher stated that the power line dedication on 1100 West and road improvements would take a quarter acre of property. The only reason he is selling the parcel is to be able to afford building a house. Between the dedication and improvements, it won't be worth it for him to develop. Mr. Nelson noted that the City could possibly waive street impact fees for their improvements.

Mr. Nelson cited the applicable ordinance stating that the developer must make the dedication and improvements unless the City plans to build infrastructure within the development period. The Ombudsman office supported the City's decision for a similar subdivision. Mr. Hatcher reported that he would not have split this if he had known this requirement. Mr. Nelson reported that this is also required for one home. Councilman Prete asked what additional dedications are required when building a subdivision instead of building a single lot. Mr. Nelson reviewed the approval standards in the building permit code. Councilman Prete noted that the applicant is dedicating twenty percent of his property per this standard. Mr. Hatcher has no problem with dedicating the property; however, dedicating this property and paying for the improvements seems excessive. Councilman Prete noted that if he subdivides the property, he is required to make improvements of a total of 484 feet along 1100 West and 650 South; however, if he does not subdivide, the applicant is only required to improve one hundred feet. Mr. Nelson explained that this is part of Hurricane City standards. The City requires developers to develop to the current standards to compensate for their impact. Mr. Hatcher asked if the City would purchase the property when the City chooses to improve the street if he does not dedicate the property. Mr. Nelson confirmed that this is correct.

Arthur LeBaron explained that this area is part of the Hurricane Field survey. It was anticipated that residents would live in town and farm the fields in this area; it was not anticipated for urban development. He agrees that this is a small development so it doesn't seem fair, but all subdivisions must make the same improvements. Councilman Prete expressed that this issue always feels inequitable. He would like to see an ordinance with different requirements for small developments. He understands that 650 South needs to be developed, but 1100 West is a quiet road with no sidewalk. He thinks asking for the road on three sides is too much. Dayton Hall stated that if the City plans to deviate from the code, he wants good findings to explain why.

Mike Vercimack noted that if this is approved, more solutions can be discussed in the construction drawing phase.

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Dave Sanders motioned to approve the preliminary plat for Jeffrey Hatcher, a two-lot residential subdivision located at 650 S and 1100 W., subject to staff and JUC comments. Seconded by David Hirschi. Dave Sanders and David Hirschi, voting aye. Joseph Prete and Doug Heideman, voting nay. Kevin Thomas abstained. Mayor Billings, voting aye. Motion carried.

7. Consideration and possible approval of **Ordinance 2022-50 amending Title 7, Chapters 4, 8, 10, 11; amending Title 13; and creating Title 7, Chapter 12 regarding Utility Franchises** - Dayton Hall

Dayton Hall explained that there are five different chapters within the code that govern some aspects of franchise agreements. His goal was to consolidate them to ensure consistency. He noted that providing service to the older areas in town is a priority of the City Council; however, it is more complicated and costly for companies to install services in the older area. This can be accomplished by attaching the services to power poles. This eliminates the need to dig up the roads, but it can create problems for the Power Department. A new development is easy because the roads are being built. The way this ordinance is written requires the applicant to have a plan for providing service to older areas. It is also written that infrastructure is underground with the condition that a power pole agreement can be looked at if necessary. Mr. Hall included standards allowing the Council to deny an agreement if several franchises already provide services in that area. He feels this is the best option to protect the City.

Mr. Hall explained that franchise fees are governed by state law. This ordinance will defer to the State code on the franchise fee. The fee is collected by the State Tax Commission and then given back to the City. The ordinance was drafted this week, and Department Heads have not had a chance to review it.

Kevin Thomas motioned to continue Ordinance 2022-50 amending Title 7, Chapters 4, 8, 10, 11; amending Title 13; and creating Title 7, Chapter 12 regarding Utility Franchises to allow staff and City Council time to review the ordinance as written. Seconded by Dave Sanders. David Hirschi, Joseph Prete, Doug Heideman, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

8. Consideration and possible approval of **Ordinance 2022-49 Amending 1-9-17 regarding purchasing procedures**

Kaden DeMille explained that local preference was incorporated into the employee policy manual however it is not an ordinance. This change defines what is considered a local vendor and the option for a local vendor to match the lowest price. It also cleans up language on who can sign for checks. The City Manager, Finance Manager, City Recorder, and Mayor can sign checks for the City.

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Dave Sanders motioned to approve Ordinance 2022-49. Seconded by Kevin Thomas. David Hirschi, Joseph Prete, Doug Heideman, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

9. Consideration and possible approval of **Ordinance 2022-51 Amending Section 7-5-13 regarding the height of cemetery markers**

Dave Sanders motioned to continue Ordinance 2022-51 Amending Section 7-5-13 regarding the height of cemetery markers. Seconded by Doug Heideman. David Hirschi, Kevin Thomas, Joseph Prete, Dave Sanders, and Doug Heideman, voting aye. Motion carried unanimously.

10. Consideration and possible approval of **Resolution 2022-42 approving a Power Rate Increase**

Mayor Billings expressed frustration regarding how energy costs affect the residents. She is grateful to be part of the Utah Associated Municipal Power Systems. Councilman Thomas feels that shutting down the coal plants is contributing to the increase in power costs.

Scott Hughes presented the data they use when determining power costs. He presented charts comparing the margins of power purchased compared to power sold. In 2016-2020 the margin was around thirty percent; however, in 2022 the margin has reduced by thirteen percent. He anticipates that this percentage will be lower by year-end. Mr. Hughes understands Hurricane City Power Department's revenue-neutral philosophy. Excess revenue is saved in reserves to cover costs in a financial crisis. Councilman Prete added that it is important to have a healthy reserve for unexpected expenditures due to the fluctuation of power costs. Mr. Hughes reviewed charts comparing budgeted expenditures versus revenues. In the past three years, expenditures are becoming higher than revenues, and the cost of power has increased by thirty-five percent. He reviewed the cost of materials to maintain infrastructure. The cost of conduit has increased by two hundred and fifty percent.

Mr. Hughes proposes a fifteen percent increase in electric rates and a one-dollar base rate increase. The base rate for large commercial will not increase. Kaden Demille reported that the base rate has not increased since 2018. Mr. Hughes presented charts explaining a customer's monthly and yearly energy bill. An average home uses 860-kilowatt hours per month. Based on the average usage, the proposed power rate will increase monthly costs by twenty dollars. He is aware that there are concerns regarding customers who are on limited incomes. This increase will raise monthly costs by nine dollars based on usage by low-income households. High electric consumer monthly costs will increase by forty-five dollars. Mr. Hughes provided a chart graphing the electric and base rate increases since 2002. Mayor Billings asked when the department would run out of revenue if the rates were not increased. Mr. DeMille explained that the department is currently utilizing reserves, but they have not calculated the exact time.

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Councilman Prete noted that residents are facing increases in other utilities. He pointed out that power costs have increased by thirty percent, and he feels a fifteen percent increase is conservative.

Joseph Prete motioned to approve the power rate increase as proposed. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, David Hirschi, Kevin Thomas, and Joseph Prete, voting aye. Motion carried unanimously.

11. Consideration and possible approval for Staff to process a **grading permit application for a Hurricane City Substation located at 600 N 1150 West** -Hurricane City Power

Mayor Billings explained that a regular grading permit requires a bond; however, a municipality does not have to bond for a grading permit. Stephen Nelson reported that the zone change was recently approved. The Power Department is not planning to build right away, and Jared Ross needs to level the pad and install poles for the transmission line on 1100 West.

Doug Heideman motioned to approve staff to process a grading permit application for a Hurricane City Substation located at 600 N 1150 West. Seconded by Dave Sanders. David Hirschi, Kevin Thomas, Joseph Prete, Doug Heideman, and Dave Sanders, voting aye. Motion carried unanimously.

Councilman Prete reported receiving multiple complaints about the traffic near Valley Academy. Mayor Billings is meeting with the Principal of Valley Academy next week to discuss solutions.

Cindy Beteag reported that the City had sponsored events in the past by waiving the event permit fee, rental fee, and power cost. The City Council has discussed discontinuing the fee waivers if the event is a for-profit organization. Dayton Hall explained that the current ordinance requires an event permit and application fees. The City Council confirmed they support adhering to the ordinance.

Kaden DeMille is meeting with the grant writer next week. His primary focus is power, water, and trails, and Mayor Billings wants to focus on pipes in Dixie Springs.

Mayor Billings met with the What to Do While You are in Town company that places QR codes around town. The Hurricane Valley Tourism Board met and favors having all the information in one place. She asked if Council was interested in working with a private business. Mr. DeMille noted that as the City grows, a more substantial media presence is beneficial. He feels that staff can provide this information without paying a private company. Mayor Billings wants to focus on what is happening in Hurricane City. The City Council agrees that this is an important topic and should be added to a City Council meeting agenda.

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12. **Closed Meeting** held pursuant to Utah Code section 52-4-205, upon request

Joseph Prete motioned to go into a closed meeting regarding property litigation and water. Seconded by Dave Sanders. Doug Heideman, David Hirschi, Kevin Thomas, Dave Sanders, and Joseph Prete, voting aye. Motion carried unanimously.

Mayor Billings spoke to Bob Lichfield, and he is willing to donate the building to the City if he is ensured it will not be sold as scrap metal.

The constitution ceremony is on Saturday at 1:30 p.m.

Adjournment: 10:56 p.m.

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Ordinance No. 2022-50

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING TITLE 7, CHAPTERS 4, 8, 10, 11; AMENDING TITLE 13, AND CREATING TITLE 7, CHAPTER 12 OF THE HURRICANE CITY CODE REGARDING UTILITY FRANCHISES

WHEREAS, the City Council of Hurricane, Utah desires to amend Title 7, Chapters 4, 8, 10, 11; amend Title 13, and create Title 7, Chapter 12 of the Hurricane City Code regarding utility franchises;

WHEREAS, the City Council deems this amendment necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane,

BE IT HEREBY ORDAINED that Title 7, Chapters 4, 8, 10, and 11 are all reserved, that Title 13 is reserved, and that Title 7, Chapter 12 is created as follows:

TITLE 7, CHAPTER 4 – RESERVED
TITLE 7, CHAPTER 8 – RESERVED
TITLE 7, CHAPTER 10 – RESERVED
TITLE 7, CHAPTER 11 – RESERVED
TITLE 13 – RESERVED

TITLE 7 – PUBLIC WAYS AND PROPERTY
CHAPTER 12 – UTILITY FRANCHISES

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Sec. 7-12-1. Findings; Authority.

A. *Findings*. The City finds as follows:
1. Franchise Standards. It is in the interests of the public to allow certain franchises within the City and to establish standards for Providers in a manner that:
    a. Establishes minimum standards and criteria for franchising Providers utilizing public Rights-of-Way;
    b. Fairly and reasonably compensates the City on a competitively neutral and nondiscriminatory basis as provided herein;
    c. Encourages competition by establishing terms and conditions under which Providers may use the rights-of-way to serve the public;
    d. Protects the public interests and the City from any harm that may flow from such commercial use of Rights-of-Way;
    e. Protects City police powers and the City's Rights-of-Way management authority in a manner consistent with federal and state law;
    f. Protects the public interests in the development and use of the City infrastructure;
    g. Protects the public's investment in improvements in the Rights-of-Way; and
    h. Appropriately limits barriers to entry of franchising Providers.
2. Public Rights-of-Way. It is necessary and appropriate to develop uniform minimum standards for use of the public Rights-of-Way and to simplify City management of the rights-of-way. Public Rights-of-Way within the City:
    a. Are critical to the travel and transport of persons and property in the business and social life of the City;
    b. Are intended for public uses and must be managed and controlled consistent with that intent;
    c. Can be partially occupied by the facilities of utilities and other public service entities delivering utility and public services rendered for profit, to the enhancement of the health, welfare and general economic well-being of the City and its citizens; and
    d. Are a unique and physically limited resource requiring proper management to maximize the efficiency and to minimize the costs to the taxpayers of the foregoing uses and to minimize the inconvenience to and negative effects upon the public from such facilities' construction, placement, relocation and maintenance in the Rights-of-Way.
3. Compensation. The City should receive fair and reasonable compensation for use of the public Rights-of-Way in conjunction with franchises.
4. Local Concern. The regulation of utilities and services within the Rights-of-Way is of local concern.

5. Development of Services. It is in the best interests of the City's taxpayers and citizens to promote the rapid development of services, including into areas of the City previously developed, on a nondiscriminatory basis, to assure the availability of services to the entire community.

B. *Authority*. The City adopts this chapter pursuant to its power to manage public Rights-of-Way; to ensure that those rights-of-way are used for public purposes; and to receive fair and reasonable compensation for the use of rights-of-way by Providers pursuant to common law, the Utah Constitution, and statutory authority.

Sec. 7-12-2. Definitions.

For purposes of this chapter, the following terms, phrases, words, and their derivatives shall have the meanings set forth in this section. The words "shall" and "will are mandatory, and "may" is permissive. Undefined words shall have their common and ordinary meaning.

Antenna means communication equipment that transmits or receives an electromagnetic radio frequency signal used in the provision of wireless service.

Applicable Codes means the Utah State Code, Hurricane City Code, International Building Code (IBC), the International Fire Code, the National Electrical Code (NEC), National Electric Safety Code (NESC), as adopted and amended under Utah Code Annotated title 15A, State Construction and Fire Codes Act.

Applicable Standards means the structural standards for antenna supporting structures and antenna, known as ANSI/TIA-222, from the American National Standards Institute and the Telecommunications Industry Association.

Applicant means a Provider or their authorized agent who submits an application for an agreement or other authorizations that may be granted under this chapter.

City means Hurricane City, Utah, a Utah municipal corporation.

Eligible Support Structure means any monopole, utility pole, wireless support structure or related accessory equipment, as defined in this chapter, provided that it is existing at the time the relevant Application is filed with the City.

Franchise Agreement means a contract entered into in accordance with the provisions of this chapter between the City and a franchisee that sets forth the terms and conditions under which a Provider is authorized to place facilities in Rights-of-Way to provide utility, communications, video, telecommunication, or similar services.

Gross Revenue means all revenue or receipts derived by a Provider, or an affiliate of a Provider, in connection with its provision of services in the City governed by a Franchise Agreement. For purposes of revenue generated in relation to telecommunication services provided within the City, the definition of 'gross receipts' found in Utah Code Title 10, Chapter 1, Part 4, as amended, governs and applies. Gross Revenue includes all revenues of a provider

that may be included as gross revenue within the meaning of Utah Code Title 11, Chapter 26, as amended.

Monopole means a structure in the right-of-way erected by an applicant or provider specifically to support SWFs.

Nondiscriminatory describes the equal treatment of similar situated entities unless there is a reasonable, competitively neutral basis for different treatment.

PSC means the Public Service Commission or any successor thereto.

Person includes any individual, corporation, partnership, association, joint stock company, trust or any other legal entity, but not the City.

Provider means a provider of utility, wireless, communication, or similar services that utilizes Rights-of-Way or other City-owned or City-controlled property to provide the service. A Provider includes, but is not necessarily limited to, a person or entity that has entered into a Franchise Agreement with the City.

RF means radio frequency.

Related Accessory Equipment refers to equipment used in conjunction with an Antenna or other component of SWFs which may be attached to a wireless support structure or located on the ground at or near the base of a wireless support structure.

Rights-of-Way or *Right-of-Way* refers to any area within, on, above and below alleys, public roads, highways, streets, easements, and other similar public property, and may include sidewalks, park-strips and other areas associated with them and controlled by the City, primarily dedicated to, designed for or actually and customarily used for vehicular or pedestrian travel, and which, by their nature, may properly be used for installation of a utility or communication system, or any dedicated general public utility easement that the City may authorize a Provider to use.

Service Area means the geographic area in which a Provider is authorized and required to provide services.

Subscriber means any person or entity lawfully receiving service(s) from Provider or an affiliate of Provider.

Small Wireless Facility (SWF) means a wireless facility on which each provider's Antenna could fit within an enclosure of no more than six cubic feet in volume and for which all related accessory equipment, whether mounted on the pole or the ground, is cumulatively no more than 28 cubic feet in volume.

Sec. 7-12-3. General Provisions; Scope and Application.

A. *Franchise Required.* Every Provider shall apply for and obtain a Franchise Agreement, easement, or other authorization approved by the City Council prior to placing any infrastructure or facilities in a Right-of-Way.

B. *Operations on City-Controlled Property.* Subject to the requirements and considerations of this chapter, the City Council may grant to any person a franchise, easement, or other appropriate authorization on such terms and conditions as it deems reasonable, for the purpose of entering upon, constructing, building, operating, and maintaining any business or for other use of the property owned or controlled by the City. Franchises, easements, and authorizations shall be construed narrowly; no rights shall pass by implication.

C. *In writing.* Any franchise, easement, or other authorization granted by the City shall be in writing and any franchise, easement, or other authorization not in writing shall be void.

D. *Nature of franchise.* A franchise shall not convey title, equitable or legal, in the rights-of-way. A franchise is only the right and consent to install, repair, maintain, remove, or replace facilities on, over and under the rights-of-way for the limited purposes and for the limited period as stated in a Franchise Agreement. Except as provided in this chapter, the right may not be subdivided, assigned or subleased. A Franchise Agreement does not excuse a Provider from obtaining appropriate access or pole attachment agreements before collocating its system on the property of others, including the City's property. This subsection shall not be construed to prohibit a Provider from leasing conduit to another Provider, so long as the lessee has obtained a franchise.

E. *Authorizations nonexclusive.* Franchises, easements, or other authorizations granted by the City shall be nonexclusive.

F. *Applicability; Conflicts.* This chapter shall be construed and applied in a manner consistent with all applicable federal and state statutes. To the extent the provisions of this chapter conflict with applicable federal or state statutes, the federal or state statutes shall govern and this chapter shall be applied accordingly. This chapter shall apply to all franchises granted or renewed after the effective date hereof. This chapter shall further apply, to the maximum extent permitted by applicable federal or state law, to all existing franchises granted prior to the effective date hereof and to a provider providing services, without a franchise, prior to the effective date hereof. The revisions to this chapter adopted by ordinance and codified herein do not relieve a franchisee of any obligations that are included in an existing Franchise Agreement or that were relied on in the City's approval of an existing franchise.

G. *Enforcement conditions.* In addition to containing such terms as the City may lawfully require, any Franchise Agreement granted pursuant to this chapter shall contain appropriate provisions for enforcement, compensation and protection of the public, consistent with the other provisions of this chapter, including, but not limited to, defining events of default, liquidated damages, as appropriate, and rights of termination or revocation.

H. *City failure to enforce.* A provider shall not be relieved of its obligation to comply with any of the provisions of this chapter or any Franchise Agreement granted pursuant to this chapter by reason of any failure of the City to enforce prompt compliance.

I. *Exercise of police power*. To the full extent permitted by applicable law either now or in the future, the City reserves the right to adopt or issue such rules, regulations, orders or other directives that it finds necessary or appropriate in the lawful exercise of its police powers.

Sec. 7-12-4. Application for Franchise.

A. *Application fee*. Every application for a franchise shall be accompanied by a nonrefundable application fee as may be set by the City Council from time to time by resolution and an agreement to pay reasonable costs incurred by the City to pay the costs of studying, investigating, and otherwise processing such application. City may require payment of a deposit to ensure payment of said reasonable costs incurred.

B. *Information required.* A Provider seeking a Franchise Agreement, easement, or other authorization shall file an application with the City Recorder. The application shall contain or be accompanied by the following information:
   1. The name, address, and telephone number of the applicant.
   2. A detailed statement of the corporate or other business entity organization of the applicant, including, but not limited to, the following:
      a. The names, residence addresses and business addresses of all officers, directors and partners or business associates of the applicant.
      b. The names, residence addresses and business addresses of all persons and entities having controlling, or being entitled to have or control five percent or more of the ownership of the applicant, and the respective ownership share of each such person or entity.
      c. The names and addresses of any parent of the applicant to the ultimate parent; and the names and addresses of each entity responsible in whole or in part for management or operation of the applicant, along with a description of the nature of the responsibilities of such entity or entities.
      d. A description of the services intended to be provided by applicant.
      e. A description of the previous experience of the applicant in providing services and constructing systems used to provide services; and an identification of all communities in the state where applicant, or any affiliate, provides services.
      f. Certification of the Provider's financial ability to compensate the City for Provider's intrusion, maintenance, and use of the Rights-of-Way, as well as Provider's ability to make payments owed to the City during the term of any Franchise Agreement.
      g. Information showing that the applicant has the technical and financial resources to build and operate any infrastructure or facilities that will be placed in Rights-of-Way.
      h. Information regarding the character qualifications of the applicant.
      i. A copy of the order from the PSC granting a certificate of convenience or necessity, if applicable.
   3. A detailed description of the proposed plan of operation of the applicant, which shall include, but not be limited to, the following:

a. A map or maps showing the precise geographic area for which applicant seeks a Franchise Agreement.
b. Plans showing any existing locations of the system that will be used to provide services.

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

D. *Determination by City.* The City Council shall determine whether to award any franchise, easement, or other authorization based on and taking into account considerations relevant to the use of the Rights-of-Way and the public interest, health, and safety, without competitive bidding.

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

Sec. 7-12-5. Standards For Granting or Denying Applications.

A. *Standards*. The City Council may schedule such public hearings and conduct such investigations as are necessary to determine whether granting the application is in the public interest, considering the following:

1. The qualifications of the applicant, including but not limited to the following:
    a. Years in business;
    b. Number of employees and crews;
    c. Existing infrastructure in southern Utah;
    d. Number of redundant carriers, if any;
    e. Amount of equipment;
    f. Adequate General Liability insurance;
    g. Existing relationships with other municipalities;
    h. References from other municipalities;
    i. Employee certifications related to the installation and maintenance of the proposed system;
    j. Products or services offered by Provider;
    k. Whether customer support services are locally situated;
    l. Availability of physical path redundancy by Provider;
    m. Capabilities of Provider's network;
    n. Provider's historical gross and net revenues;
    o. Ability of Provider to timely serve brownfield or legacy areas;
    p. Availability of local technical support.
2. Whether the application for construction and extension of the system is reasonable, considering the needs of the community;
3. Whether the application, if granted, is likely to result in any portion of the City being unserved or underserved by the proposed system;
4. Whether the application, if granted, would limit or enhance competition in the provision of communications services in the City;

5. Whether the applicant is willing and able to comply with its obligations under applicable law, and to agree to franchise conditions to protect the City against harm and liability, and ensure the franchise is enforceable;
6. Whether the applicant is willing to agree to conditions that ensure that entities using its system can comply with conditions imposed under other provisions of this Code, including, without limitation, obligations imposed under chapter 10 of this title and title 13, chapter 1 of this Code and franchises issued thereunder;
7. Whether the application requires the City to agree to conditions, or viability of the system depends upon, conditions that may harm consumers;
8. Whether similar services are already available within the City; and
9. Any other relevant information related to the applicant's proposed franchise.

B. *Conditions.* The City Council may deny an application under this chapter or condition the approval of an application on such conditions, terms, requirements, or restrictions as it finds necessary to protect the public interest.

Sec. 7-12-6. Extension of Service; Duty to Serve; Community Access Services.

A. *Minimum Service Area.* Except as provided in this section, the City shall not approve any franchise that provides for a Service Area smaller than the City boundaries, as it existed as of the effective date of the Franchise Agreement. The City may grant a franchise that permits a grantee to serve areas annexed after the effective date of the franchise. The foregoing does not apply where an applicant shows that the Service Area is economically infeasible; that granting a franchise for a smaller area will not adversely affect the development of competition throughout the City; and that the proposed Service Area is such that granting a franchise for that area will not unfairly disadvantage any franchised Provider.

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

C. *Sequence of construction.* As a condition of receiving a franchise, each Provider must submit a plan for the sequence of construction that ensures it does not discriminate against residents of the City based on income. The plan must show the timing of construction by geographic area and the schedule for completion of construction by geographic area. A schedule for completion of construction may be tied to the success of the applicant in the marketplace. In determining whether the plan is acceptable, the City may take into account:
   1. The amount of time required to build out the system to serve the City;
   2. The amount of construction required to serve the Service Area; and
   3. The time required to provide the applicant reasonable opportunities to recover its investment.

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

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

E. *Extension of Service to Public Buildings and Facilities*. The density requirements of subsection D of this section do not apply to public buildings and public facilities. Upon request from the City, a Provider shall timely extend service to the public buildings and public facilities identified by the City. Franchise Agreements may contain a provision whereby the City makes certain concessions in exchange for services being provided to Public Buildings of Facilities free of charge.

F. *Use of City-Owned Conduits or Facilities*. The City may allow or require a Provider to utilize City-owned conduits, infrastructure, or facilities to facilitate the Provider's ability to serve the Provider's service area, upon terms agreeable to the City.

G. The City may require a Provider to provide reasonable in-kind consideration in the form of conduit, facilities, or capacity in order to promote educational and governmental uses of the system, or in connection with the City's promotion of public, educational or governmental uses of the system.

H. In lieu of requiring a Provider to build out to service the entire City as described in this section, the City Council may require a Provider to contribute to a fund to ensure all portions of the City are served by an acceptable and equivalent system.

I. The franchise fee and other consideration provided for under this chapter is not in lieu of any tax or assessment; any fee for the use of the Rights-of-Way payable by Provider to

provide any other service; or any fee designed to recover costs associated with managing the Rights-of-Way, including by way of example, permit fees and pole attachment fees.

Sec. 7-12-7. Reporting Requirements; Books and Records.

A. *Reporting Requirements.* Each Provider shall prepare annual reports to monitor compliance with the terms of a Franchise Agreement. By January 31 of each year, each grantee shall provide the City with a detailed statement of revenues for the previous year derived in connection with the provision of services in the City, sworn as accurate by an officer of the Provider, which statement shall identify:
   1. The number of Subscribers, by category of service;
   2. Service revenues, by category of service;
   3. Equipment revenues, by category of equipment;
   4. Other revenues, identifying the source of the revenues;
   5. The amount of any deduction from gross revenues, identifying the reason for the deduction, and the manner in which it was calculated;
   6. If revenues are allocated among the City and other entities, the total revenues, and the manner in which the revenues were allocated.

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

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

D. *Prompt response required.* Provider shall promptly respond to requests for information from the City related to a Franchise Agreement or Provider's compliance with applicable law.

E. *Audit.* In addition to other rights within this section, for the purpose of verifying the correct amount of the franchise fee, the books and records of the Provider pertaining thereto shall be open to inspection or audit by duly authorized representatives of the City at all reasonable times, upon giving reasonable notice of the intention to inspect or audit the books and records; provided that the City shall not audit the books and records of the Provider more often than annually. The Provider shall be required to reimburse the City the reasonable costs of an audit if the audit discloses that the provider has paid 95 percent or less of the compensation due the City for the period of such audit. In the event the accounting rendered to the City by the Provider herein is found to be incorrect, then payment shall be made on the corrected amount within 30 calendar days of written notice. The City may accept any amount offered by the Provider to remedy the

incorrect payment, but the acceptance thereof by the City shall not be deemed a settlement of such item if the amount is in dispute or is later found to be incorrect.

Sec. 7-12-8. Franchise Fee.

A. *Terms of payment.* Each Provider shall pay a franchise fee in connection with provision of services in an amount calculated as a percentage of Provider's annual Gross Revenue, as defined in this chapter. The annual payment shall be 6% of the Provider's annual Gross Revenue or the maximum amount permitted under federal or state law, whichever is less. Franchise fees shall be paid on a schedule set out in a Franchise Agreement. To the extent federal or state law requires or allows a different government entity or agency to collect the fees, the Franchise Agreement may provide for such arrangement. Acceptance of payment shall not be construed as an accord that the amount paid is correct nor shall it be construed to release any claim which the City may have for any further sums payable under this section. Any franchise fees which remain unpaid after the dates specified herein shall be delinquent and shall thereafter accrue interest at 12.5% per annum until paid.

B. *Exemption from rate limitations.* Nothing in this chapter prevents the City from securing an exemption from rate limitations as permitted by state law, including the exemption permitted by Utah Code 10-1-404, as amended. Upon satisfying the requirements for an exemption from rate limitations, the rates applied pursuant to this chapter shall be applied accordingly.

C. *Costs.* A Provider shall pay to the City or to third parties, at the direction of the City, an amount equal to the reasonable costs and reasonable expenses that the City incurs for the services of third parties (including, but not limited to, attorneys and other consultants) in connection with any franchise application, renewal, or Provider-initiated renegotiation of a Franchise Agreement; or amendment of this chapter; provided, however, that the parties shall agree upon a reasonable financial cap at the outset of negotiations.

D. *Publication costs.* A provider shall assume any publication costs associated with its franchise that may be required by law.

Sec. 7-12-9. Term of Franchise.

A franchise granted pursuant to this Chapter shall be for a term established in a Franchise Agreement. In no event shall any franchise term exceed 15 years.

Sec. 7-12-10. Transfers of Franchise.

A. *Consent of City required.* Unless specifically provided for in a Franchise Agreement and this chapter, a franchise or system shall not be sold, assigned, leased, subleased, mortgaged, transferred or conveyed in any manner whatsoever, either in whole or in part, voluntarily or involuntarily, nor shall any right, title or interest therein, either legal or equitable, pass to or vest in any person or entity other than the person or entity named as the Provider in the Franchise Agreement without the prior written consent of the City, obtained in accordance with the provisions of this section. Any attempt by the Provider

to sell, assign, transfer or convey any interest in the franchise without obtaining the prior written consent of the City shall constitute a default in the Franchise Agreement.

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

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

D. *Approval without response.* The City shall be deemed to have approved a proposed sale, transfer or assignment in the event that its response is not communicated in writing to the Provider within 120 days following receipt of the petition for consent to the proposed sale, transfer or assignment, unless the City and Provider agree to an extension of this period, subject to the following conditions:
   1. Transferee shall assume all obligations and liability of the former Provider, known and unknown.
   2. An approval without response is not a representation, express or implied, that the Provider is in compliance with the franchise.
   3. A sale, assignment or transfer shall not relieve the former Provider of its liabilities under this chapter until the sale, assignment or transfer actually takes place unless otherwise specifically relieved by the City.

E. *Approval where PSC approval is required.*
   1. *Notification.* When a transaction requires the approval of the PSC, the Provider or its successor entity shall promptly notify the City of the nature of the transaction and provide a certification from the successor entity that the successor entity unequivocally agrees to all of the terms of the original provider's franchise agreement and assumes all obligations thereunder; and the successor or entity is seeking, or has obtained, the approval of the PSC.
   2. *Where PSC approval is obtained.* Upon receipt of a notification and certification in accordance with subsection E1 of this section, the City shall send notice affirming the transfer of the franchise to the successor entity, the effectiveness of which shall be conditioned upon PSC approval, and compliance with any conditions established by the PSC. Provided that, if the City has good cause to believe that the successor entity may not comply with this Code or the franchise

agreement, it may require an application for the transfer. The application shall comply with, and shall be reviewed in accordance with this chapter.

F. *Assignment for creditors.* Notwithstanding any other provision of this chapter or a Franchise Agreement:
   1. A franchise shall automatically terminate by force of law 120 calendar days after an assignment for the benefit of creditors or the appointment of a receiver or trustee to take over the business of the grantee, whether in a receivership, reorganization, bankruptcy assignment for the benefit of creditors, or other action or proceeding.
   2. However, the franchise may be reinstated if, within the 120-day period:
      a. The assignment, receivership or trusteeship is vacated; or
      b. The assignee, receiver, or trustee has fully complied with the terms and conditions of this chapter and the Franchise Agreement and has executed an agreement, approved by a court having jurisdiction, assuming and agreeing to be bound by the terms and conditions of the franchise agreement and this chapter.

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

Sec. 7-12-11. Continuity Upon Termination or Transfer.

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

Sec. 7-12-12. General Conditions and Requirements for Use of Rights-of-Way.

Every Provider's system shall be subject to the following with respect to its facilities in the Rights-of-Way:

A. *Quality and performance of work.* All work involved in the construction, maintenance, repair, upgrade and removal of the system shall be performed in a safe, thorough and reliable manner, using materials of good and durable quality. If, at any time, it is

determined by an agency or court of competent jurisdiction, or by the City in the exercise of its lawful authority, that any part of the system, including, without limitation, any means used to distribute signals over or within the system, is harmful to the public health, safety or welfare then the Provider shall, at its own cost and expense, promptly correct all such conditions.

B. *Licenses and permits.* A provider shall have the sole responsibility for diligently obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, maintain, upgrade, or repair the system, including, but not limited to, any necessary approvals from persons and/or the City to use private property, easements, poles, or conduits. A Provider shall obtain any required permit, license, approval or authorization, including, but not limited to, excavation permits, pole attachment agreements, etc., prior to the commencement of the activity for which the permit, license, approval, or authorization is required.

C. *Relocation of system.*

1. *New grades or lines; excavation requirements.* If the City shall elect to alter or change the grade or location of any Right-of-Way, or if the City requires it as part of any public project, a Provider shall, at its own expense and within 30 days after written notice from the City, except as otherwise required by law, remove and relocate its system, and in each instance comply with the standards and specifications of the City, including the City's excavation ordinances. Provider's failure to comply with its obligation to remove or relocate its system pursuant to this chapter shall constitute a breach of the applicable Franchise Agreement.
2. *Relocation for other entities authorized to use Rights-of-Way.* A Provider shall promptly locate and relocate facilities to permit installation of additional utilities and infrastructure. A Provider's obligation to relocate facilities includes situations where development of roadways and utilities pursuant to City standards requires that the facilities be relocated. The costs to locate and relocate facilities shall be borne by the Provider.
3. *Emergency; City authority to move system.* The City may, at any time, in case of fire, disaster or other emergency, as determined by the City in its reasonable discretion, cut or move any parts of any system within the rights-of-way, in which event the City shall not be liable therefor to a Provider. The City shall notify a Provider in writing prior to, if practicable, but in any event as soon as possible and in no case later than the next business day following any action taken under this section.
4. *Temporary move for third party.* A Provider shall, upon prior reasonable written notice by the City or any person holding a permit to move any structure, and within the time that is reasonable under the circumstances, temporarily move any part of its system to permit the moving of said structure. A Provider may impose a reasonable charge on any person other than the City for any such movement of its systems.

D. *Protection of structures, landmarks.*

1. *Protection of City property.* In connection with the construction, maintenance, repair, upgrade or removal of the system, a Provider shall, at its own cost and expense, protect any and all existing structures and property belonging to the City and all designated landmarks, as well as all other structures within any designated

landmark district. A Provider shall obtain the prior written consent of the City to alter any water main, power facility, sewerage or drainage system, or any other City structure on, over or under the Rights-of-Way of the City required because of the presence of the system. Any such alteration shall be made by the City or its designee on a reimbursable basis. A Provider shall be liable for the costs incurred by the City to replace or repair and restore to its prior condition in a manner as may be reasonably specified by the City any City property, structure, or any other Rights-of-Way of the City involved in the construction, maintenance, repair, upgrade or removal of the system that may become disturbed or damaged as a result of any work thereon by or on behalf of a Provider.

2. *Restoring surfaces; fee or bond.* Without limiting the foregoing, in case of any disturbance of asphalt, pavement, sidewalk, driveway, or other surfacing, a Provider shall, at its own expense, replace and restore all asphalt, paving, sidewalk, driveway, or other surface of any Right-of-Way, street, or alley disturbed in accordance with the standards and specifications of the City. When a Provider cuts asphalt in a Right-of-Way, the Provider shall maintain the asphalt cut for perpetuity or until the roadway is completely repaved. The Provider shall fully comply with any ordinance adopted by the City requiring a road opening fee or bond to protect against the costs to the City if a Right-of-Way surface or other City infrastructure is disturbed and not properly restored.

E. *Obstructions prohibited.* In connection with the construction, maintenance, upgrade, repair, or removal of a system, a Provider shall not unreasonably obstruct the Rights-of-Way of fixed guideway systems, railways, passenger travel or other traffic to, from or within the City without the prior consent of the appropriate authorities.

F. *Location; minimum interference.* All structures, lines, pipes, and equipment installed by a Provider within the City shall be located and installed in accordance with City ordinances governing street excavation and use of public Rights-of-Way and shall be located so as not to obstruct or interfere with the proper use of Rights-of-Way and other public ways and places, and to cause a minimum of interference with the rights of property owners who abut any of the said Rights-of-Way alleys and other public ways and places, and not to interfere with existing public utility installations. All cables, wires, and associated equipment shall be installed, where possible, parallel with electric and telephone lines of the incumbent local exchange carrier, and shall utilize existing poles, conduits, and other facilities whenever possible. Any use of existing poles shall be conditioned on the approval of the Hurricane City Power Department as described in Section 7-12-13 of this Chapter.

G. *Safety precautions.* A Provider shall, at its own cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, including the placing and maintenance of proper guards, fences, barricades, security personnel and suitable and sufficient lighting, and such other requirements prescribed by OSHA and Utah OSHA. A Provider shall comply with all applicable federal, state and local requirements, including, but not limited to, the National Electrical Safety Code.

H. *Repair of Rights-of-Way.* If a Provider fails to maintain or restore public property, structures, or Rights-of-Way to the City's specifications and as set out in this chapter within a reasonable time, specified by the City, the City may after notice, or without notice if an imminent danger exists, repair the property itself, and the Provider shall

compensate the City for all costs it incurs in connection with the same. The City shall submit to such a provider an itemized statement of the cost incurred and the provider shall, within 30 days after receipt of the statement, pay to the City the invoiced amount. The City shall not be liable to Provider, and Provider shall defend and indemnify City, for any damage or loss incurred by Provider relating in any way to the City's repair or maintenance of the public property.

I. *Inspection and supervision of construction.*
    1. At all reasonable times, a Provider shall permit examination by any duly authorized representative of the City of the system and its effect on the Rights-of-Way.
    2. The City may require a Provider to prepare reports regarding the progress of work being performed, or that it is required to perform, in the Rights-of-Way.

J. *Trimming trees; authority.* A Provider may trim any trees upon and overhanging the streets, alleys, sidewalks, public easements, or Rights-of-Way of the City so as to prevent the branches of such trees coming in contact with the wires and cables of the Provider, provided that the Provider complies with all applicable City ordinances governing tree pruning or trimming. The Provider is responsible for harm caused to the trees by improper pruning or trimming. Prior to undertaking any tree trimming, Provider shall notify City and/or other property owner of Provider's intent.

Sec. 7-12-13. Underground installation of facilities; Pole Agreements.

A. *Underground installation.* A Provider shall construct and install its system underground, unless a Provider secures authorization to construct its system aboveground or secures a pole agreement from the City as described in this section.

B. *Provider's use of City's utility poles.* The Hurricane City Power Department may, in its sole discretion; (1) permit a Provider to construct and install its system aboveground or (2) enter into a pole agreement with a Provider to allow a Provider to place system components on a City's utility pole, based on the following considerations:
    1. The feasibility of placing the Provider's system underground;
    2. The negative impacts on City property of placing the Provider's system underground;
    3. The negative impacts on the City's ability to manage, maintain, and utilize the City's utility poles if the Provider's system is placed aboveground or on the City's utility poles;
    4. Whether the Provider's request to place the system above ground is in an area of the City where cables, wires, and other like facilities of all other public utilities are placed underground; and
    5. Whether requiring the system to be placed underground will limit the ability to provide services to certain areas within the City.

C. *City use of pole and conduits in Rights-of-Way.* Subject to any applicable state or federal regulations or tariffs, the City shall, after giving written notice, have the right, without cost, to make use of any poles or conduits controlled or maintained by or for use of the Provider that are located in any Right-of-Way. Such use by the City shall not interfere with current or future use by the Provider.

D. *Use by others of poles.* In cases where access to a Provider's poles are not regulated by the Public Service Commission or by the Federal Communications Commission:
    1. If another public utility is denied the privilege of utilizing poles or wire holding structures constructed and installed by the Provider within a Right-of-Way; and
    2. The City finds that such use would enhance the public convenience and would not unduly interfere with the Provider's operations.

    The City may require the parties to enter into a mutually agreeable joint pole use agreement with respect to the then unused capacity until such time as the poles and wire holding structures are needed by the owner thereof, so as to avoid proliferation of poles and wire holding structures, and may set the terms and conditions for access if the parties cannot agree, in a manner consistent with the manner in which rates are set for poles under 47 USC section 224, or under state law.
E. With respect to any portion of the system constructed and installed aboveground, the Provider shall, at its sole expense, reconstruct and reinstall such system underground pursuant to any project under which like facilities of similar systems are placed underground or wherever the owner of a pole on which the Provider is located moves its equipment underground.
F. Electronic equipment may be placed aboveground in appropriate structures where existing technology reasonably requires, but shall be of such size and design and shall be so located as not to be unsightly or unsafe. The installation of Small Cell Infrastructure shall comply with the provisions of this chapter.

Sec. 7-12-14. Pole Attachment and Loading Analysis Requirements.

A. *Applicability.* This section applies to any Provider-installed or Provider-owned equipment or infrastructure placed on any Eligible Support Structure, whether City-owned or Provider-owned, including any Related Accessory Equipment.
B. *Requirements.*
    1. *General.*
        a. All pole attachments shall be properly engineered and assure the ongoing safety and reliability of the City's systems.
        b. All attachments shall be reviewed and approved by the Hurricane City Power Department in conformance with the City's design and specification standards and polices.
        c. Pole agreements are required before the placement of any attachment onto a City-owned pole.
        d. A complete pole loading analysis (PLA) shall be submitted for all pole types and locations indicated requiring a PLA. Other locations or structure types may also require a PLA to be completed as determined by the City.
        e. The PLA must be completed by a professional engineer licensed in the state and approved by the City. The PLA shall be signed and sealed by the engineer completing the analysis.
        f. Attachments without proper analysis and approval shall be promptly removed.
    2. *Pole types and conditions requiring a PLA.*
        a. A PLA is required for the following structure types:
            i. Poles with angles greater than ten degrees (guyed or un-guyed);

ii. Poles with spans larger than 200 feet;
iii. Poles with circuit taps (power or communication);
iv. All poles where the City conductors are dead ended;
v. Poles with transformers, capacitors or other equipment installed;
vi. Poles that are less than Class 3; or
vii. Poles that are over 20 years old. Poles with more than two attachments in addition to the City's electrical primary, secondary and neutral attachments; and

b. Other locations not addressed above identified by the City that pole strength or clearance concerns are identified.

3. *Pole loading analysis submittal requirements.*

a. The attaching entity is responsible for all required field and engineering work required to perform the PLA.

b. Submittal documents required:

i. Detailed map showing the location(s) of the proposed attachments and project scope.
ii. Structure details showing existing framing as well as new attachments and/or proposed modifications to the structures. Identification of the owners of existing wires, cables and equipment shall be shown.
iii. The structure drawings shall identify existing attachments that will be or are no longer in use. All unused cables, wires, equipment shall be removed from the pole(s) as part of the proposed attachment project.
iv. Complete loading and strength calculations meeting the requirements outlined in this section.
v. For wireline attachments, plan and profile drawings shall be included with the analysis.

a. The pole loading analysis shall use the following criteria and standards:

i. Pole loading shall meet the requirements of the latest version of the National Electric Safety Code (NESC).
ii. Loading zone: NESC medium.
iii. Construction grade: Grade B.
iv. Design wire/cable ground clearances shall exceed the NESC requirements by at least one foot to account for variations in the field. All clearances shall be based on the worst-case temperatures or wire/cable loading which cause the highest amount of sag.
v. An analysis including but not limited to the poles, guys, anchors, support arms and other components shall be included in the PLA.
vi. Supply, communication, support and work safety zone spaces are to be indicated in the drawings.

b. Proposed pole configurations shall meet current City construction standards details.

c. All new or replaced poles shall have a minimum reserved capacity of:

i. Five percent for poles supporting single circuit lines.
ii. Fifteen percent for poles supporting double circuit lines.

d. The PLA will be valid for a time period of no longer than six months from the time of the application submission. After this six-month period a new PLA will be required.

Sec. 7-12-15. Small Cell Infrastructure.

This section applies to and governs Small Wireless Facilities (SWF) and related equipment and facilities.

A. *General standards.*

SMALL CELL EQUIPMENT STANDARDS

Aesthetics	Equipment should match the aesthetics of surrounding poles.
Cables	All cables should be clearly labeled for future identification.
Cantennas	Cantenna must be mounted directly on top of the pole, unless a side arm installation is required by a pole owner. A tapered transition between the upper pole and cantenna is required.
Color	All equipment should be painted to match pole aesthetics. Paint should be powder coated over zinc paint. If a wood pole, the visible attachments and hardware shall be colored gray.
Conduits	All cables shall be in conduits made of a material approved by the Hurricane City Power Department and shall be flush with the pole unless required to be installed inside the pole.
Design wind velocity	All structural components of small cell pole, standard, base, equipment cabinet, couplers, anchor bolts, luminaires, cantenna and other attachments to be used shall be designed for a minimum of 115 miles per hour wind velocity in accordance with Applicable Standards. Snow loading and other local conditions shall also be included in the pole design.
Equipment access doors	Lockable access door sized to install, maintain, and remove all small cell equipment as needed shall meet Provider's requirements. The City may require access, but Provider must grant permission.
External shrouding	The antenna shall be contained in a cantenna and any other equipment shall be contained in an equipment cabinet, unless the visual impact can otherwise be reduced by its location on the pole.
Ground mounted equipment box	Must meet and follow existing City ordinances for ground mounted utility boxes and be attached to a concrete foundation.
Hardware attachment	All hardware attachments should be hidden. Welding onto existing equipment is not permitted.
Height of equipment on pole	The lowest point may not be lower than 8 feet from the grade directly below the equipment enclosure.
Internal installs	Equipment shall be installed within an existing pole when technologically feasible and always on a new pole. Any equipment installed within a pole may not protrude from the pole except to the extent reasonably necessary to connect to power or a wireline.

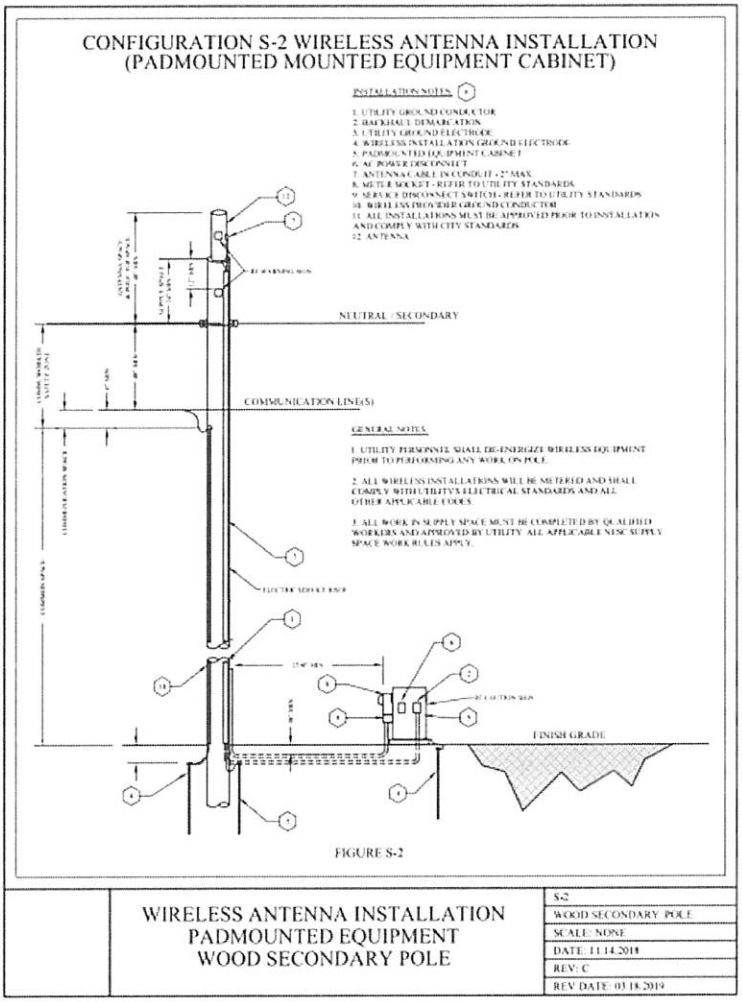
Lights	There shall be no lights on the equipment unless required by federal law.
Pole height	No pole for small cell equipment shall exceed 50 feet in height. Attached antenna may be up to 10 additional feet for a total of 60 feet.
Power meter and service disconnect	Required by the City and in a location that: 1) minimizes its interference with other users of the City's right-of-way including, but not limited to, pedestrians, motorists, and other entities with equipment in the Right-of-Way, and 2) minimizes its aesthetic impact.
Sidearm installs	If permitted, may not allow the furthest point of the enclosure to extend more than 18 inches from the pole.
Stickers	Any on-pole cabinet and ground mounted utility box should be labeled: 1) a RF warning sticker, background to match pole color, no larger than 4 x 6 inches, facing to the street near the elevation of the antenna; 2) 4-inch by 6-inch (maximum) plate with the provider's name, location identifying information, and 24-hour emergency telephone number; and 3) no advertising, logos or decals.
Width	May not exceed in width the diameter of the pole by more than 3 inches on either side.

C. *General requirements.*
   1. *Noise limitation.* System must meet the City-required noise limitation for ambient sound.
   2. *Pole aesthetics.* Provider should provide detailed proposed pole aesthetics as part of their application.
   3. *Position.* Poles shall not significantly obstruct property sight lines at the intersection of property lines and shall provide clearance for existing utilities. It is preferred that new poles be located in park strips.
   4. *Right-of-Way position.* All equipment located within the public Right-of-Way shall be located such that it meets ADA requirements and does not obstruct, impede, or hinder usual pedestrian or vehicular travel or interferes with the operation and maintenance of signal lights, signage, street lights, street furniture, fire hydrants, or business district maintenance.
   5. *Power and ground utility box.* Shall comply with all City and local code requirements. Backup batteries are not allowed.
   6. *Permit and review.* All installations are subject to the City permit application and review process.

D. *Attachments to utility poles.*
   1. *General requirements.*
      a. All attachments to existing utility poles within the City Right-of-Way require an encroachment permit, prior to installation.
      b. For a given pole location either pole mount or ground mount equipment shall be utilized; Both are not allowed at the same structure. Backup power devices are not allowed.

c. A maximum of two enclosures including the disconnect and antenna shall be installed at each utility pole location. If ground-mounted enclosures are used pole mounted enclosures are not allowed.
d. If the City elects to move the utiltity lines underground after the Small Cell Infrastructure is installed, all carrier equipment shall be removed and relocated by Provider at not cost to the City.
e. Strand-mounted small cell devices are not allowed.
f. Provider shall submit evidence that the existing poles are appropriately sized and have sufficient strength to accommodate the additional small cell equipment loads. Provider shall also obtain and submit a letter of approval from the Hurricane City Power Department for the small cell equipment to be installed on the specific pole. The provider must comply with the City's pole attachment and loading requirements of this section.
g. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. The report shall be submitted to the City and the Hurricane City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
h. Provider shall provide a disconnect so that the City has the ability to easily shut off radio signals and power while working on the pole.

2. *Equipment color.* Equipment should be colored to match pole.
3. *Equipment shroud.*
    a. The maximum dimensions for pole-mounted equipment shrouding shall be 38" H x 16" W x 12" D.
    b. All hardware attachments shall be hidden to the maximum extent possible.
    c. A maximum of two equipment shrouds, containing all required small cell equipment, shall be installed per pole. Provided, however, that one additional equipment shroud shall be allowed per pole if the antenna is located within the second equipment shroud.
4. *Cantenna.*
    a. If a cantenna is located on top of the pole the outer diameter shall be a maximum of 14 inches and the cantenna shall be no more than five feet tall, including antenna, radio head, mounting bracket, and all other hardware necessary for a complete installation.
    b. If the cantenna is mounted to the side of the pole it shall be located inside a shroud of 5.5 cubic feet maximum. The width, depth, or diameter of the shroud size shall not be greater than 16 inches (maximum).
5. *Exhibit.* The following image exhibits some of the requirements of this section for attachments to utility poles:



E. *Attachments to street lights.*

1. *General requirements.*

   a. The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The Provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.

   b. Unless otherwise unfeasible the preferred installation configuration is to utilize poles that conceal all system components (i.e. meter, disconnect, radio, etc.).

   c. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud.

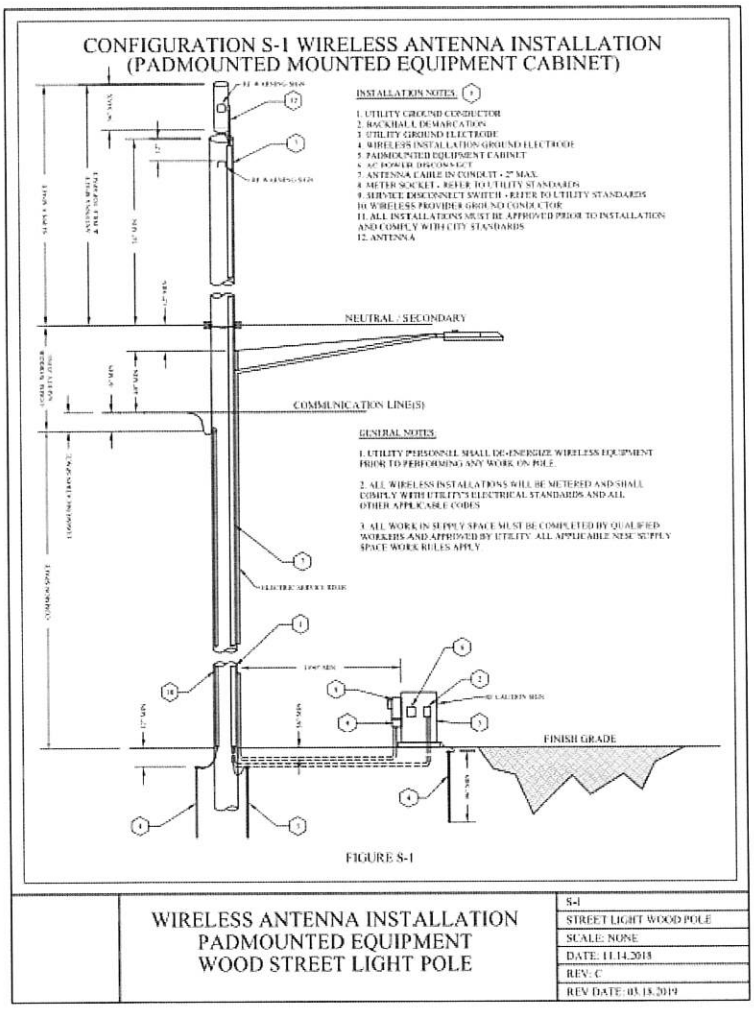
   d. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size.

e. Each pole component shall be architecturally compatible to create a cohesive aesthetic.
f. All pole mounted enclosures shall be securely attached with hardware (not strapped).
g. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. The report shall be submitted to the City and the Hurricane City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
h. The City reserves the right to disconnect power to the radio when working on the pole. The provider shall provide a disconnect so the City has the ability to easily shut off radio signals and power while working on the pole.
i. All poles new or existing shall meet all City pole analysis requirements of this chapter.
j. All installations shall utilize City approved structures, arms, luminaires, and configurations and comply with all applicable City standards.

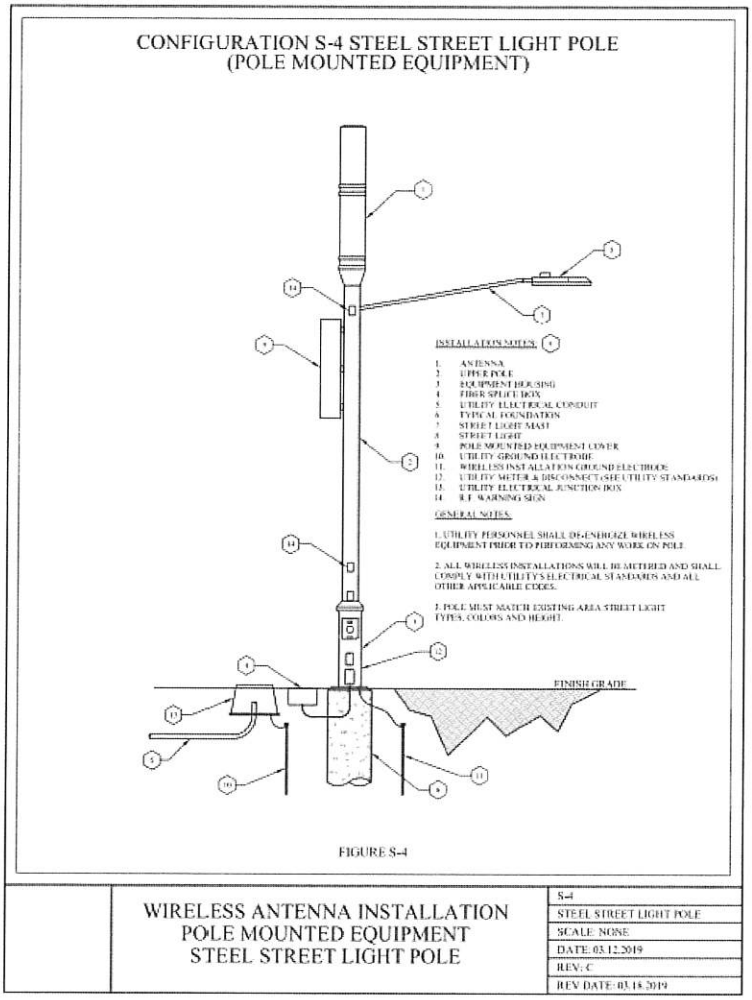
2. *Equipment color.* Equipment should be colored to match pole.
3. *Equipment shroud.*
   a. Equipment shrouding shall have a maximum 20-inch diameter, but a 16-inch diameter is preferred. The maximum height of the cabinet is five feet eight inches. The cabinet shall be round and installed below the pole.
   b. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38" H x 16" W x 12" D maximum shroud, securely mounted (not strapped) to the pole.
   c. The equipment cabinet and/or equipment cabinet cover shall not have a flat horizontal surface larger than 1.5 inches.
   d. All hardware attachments shall be hidden to the maximum extent possible.
4. *Cantenna.*
   a. The antenna and antenna pole attachment shall be shrouded to meet the City's aesthetics. A tapered transition between the upper pole and cantenna shall be included.
   b. The outer diameter shall be a maximum of fourteen inches and a maximum of five feet eight inches in length. The antenna shroud shall be colored to match pole.
5. *Luminaire/luminaire mast arm.*
   a. Luminaire shall meet the City's construction standards and specifications and shall match existing luminaires adjacent to permit location.
   b. Luminaire mast arms shall match on adjacent streetlights or match aesthetics of adjacent streetlights. In any case, mast arms will be decorative.
6. *Pole size, type and foundation.*

a. Poles shall be round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15 percent of the pole design structural capacity shall be reserved for future City IOT installations.
b. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with ten inch minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
c. Precast concrete or cast-in-place pole foundations shall be designed per the City standards and to meet the building code requirements of ACI 318. While the City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.
d. Bolt circles shall be a 19.5-inch bolt circle when installing a 16-inch equipment cabinet and a 23.5-inch bolt circle when installing a 20-inch equipment cabinet.

7. *Access doors.*
   a. Lockable doors shall be installed in the equipment cabinet.
   b. A hand hole shall be provided at the top and bottom of the pole to maintain electrical service for streetlights and future IOT attachments.
8. *Exhibit.* The following image exhibits some of the requirements of this section for attachments to wood street light poles:



9. *Exhibit*. The following image demonstrates some of the requirements of this section for attachments to steel street light poles:



F. *Attachments to monopoles.*

1. *General requirements.*

   a. The same small cell pole aesthetic is to be used to match existing streetlights in the area and maintain a cohesive appearance. The provider shall perform a visual inspection (online street images are acceptable) prior to submitting a permitting application to determine existing aesthetics.

   b. All small cell carrier equipment shall be housed internal to the pole or hidden behind an exterior shroud.

   c. The small cell components shall be sized to be visually pleasing. For a combination pole to be considered visually pleasing, the transition between the equipment cabinet and upper pole should be considered. A decorative transition shall be installed over the equipment cabinet upper bolts, or decorative base cover shall be installed to match the equipment cabinet size.

   d. Each pole component shall be architecturally compatible to create a cohesive aesthetic.

   e. All pole mounted enclosures shall be securely attached with hardware (not strapped).

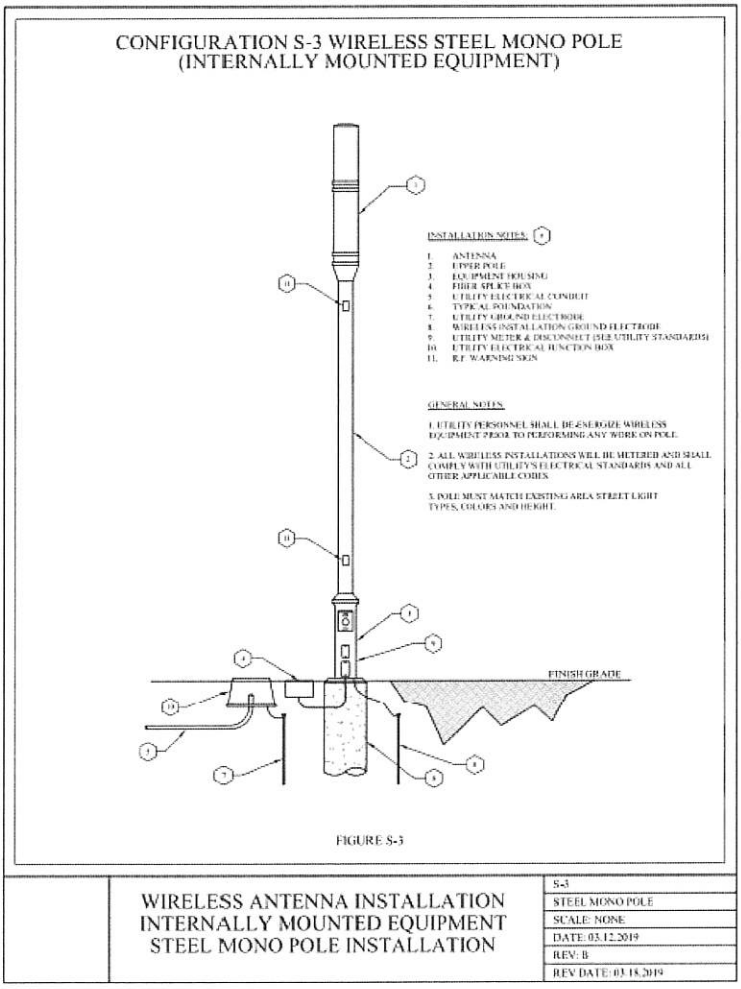
f. Provider shall certify that radiation is at safe levels by a non-ionizing radiation electromagnetic radiation report (NIER). The NIER report shall be endorsed by a qualified professional. The report shall be submitted to the City and the Hurricane City Power Department. It shall specify minimum approach distances to the general public as well as electrical and communication workers that are not trained for working in an RF environment (uncontrolled) when accessing the pole by climbing or bucket.
g. The City reserves the right to disconnect power to the radio when working on the pole. Provider shall provide a disconnect so City has the ability to easily shut off radio signals and power while working on the pole.
h. All poles new or existing shall meet all City pole analysis requirements of this chapter.
i. All installations shall utilize City approved structures, arms, luminaires, and configurations and comply with all applicable City standards. Ownership of monopoles will remain with the provider.

2. *Equipment color.* Equipment should be colored to match pole.
3. *Equipment shroud.*
   a. Equipment shrouding shall have a maximum 20-inch diameter, but a 16-inch diameter is preferred. The maximum height of the cabinet is five feet eight inches. The cabinet shall be round and installed below the pole.
   b. If an antenna is located on the side of the pole, the antenna, radio equipment, brackets, and all other hardware required for a complete installation shall fit behind a 38" H x 16" W x 12" D maximum shroud, securely mounted (not strapped) to the pole.
   c. The equipment cabinet and/or equipment cabinet cover shall not have a flat horizontal surface larger than 1.5 inches.
   d. All hardware attachments shall be hidden to the maximum extent possible.
4. *Cantenna.*
   a. The antenna and antenna pole attachment shall be shrouded to meet the City's aesthetics. A tapered transition between the upper pole and cantenna shall be included.
   b. The outer diameter shall be a maximum of fourteen inches and a maximum of five feet eight inches in length. The antenna shroud shall be colored to match pole.
5. *Pole size, type and foundation.*
   a. Poles shall be round, straight, galvanized steel. Pole shall be architecturally compatible with the equipment cabinet. At least 15 percent of the pole design structural capacity shall be reserved for future City IOT installations.
   b. The upper pole shall be scaled to 0.5 to 0.75 times the size of the equipment cabinet with ten-inch minimum outer diameter. The pole diameter shall be scaled such that no flat, horizontal surface larger than 1.5 inches exists between the equipment cabinet and upper pole.
   c. Precast concrete or cast-in-place pole foundations shall be designed per the City standards and to meet the building code requirements of ACI 318. While the

City accepts cast-in-place foundations, precast concrete foundations are preferred and should be installed whenever possible.

d. Bolt circles shall be a 19.5-inch bolt circle when installing a 16-inch equipment cabinet and a 23.5-inch bolt circle when installing a 20-inch equipment cabinet.

6. *Pole attachment and loading analysis requirements.* Any attachments to poles made pursuant to this section shall comply with Sec. 7-12-XX. -- Pole Attachment and Loading Analysis Requirements.
7. *Exhibit.* The following image demonstrates some of the requirements of this section for attachments to steel monopoles:



Sec. 7-12-16. Letter of Credit; Insurance; Bonding.

Each Franchise Agreement shall require, and each Provider shall supply, a letter of credit or similar surety and proof of adequate insurance. The City Council shall establish the specific surety and insurance requirements, taking into account the nature of the facilities being placed in the Rights-of-Way and the risks to the City and the public associated with the use of the Rights-of-Way. The City Council may require Provider to, as a condition of a Franchise Agreement

post a bond or other surety approved by the Council to ensure the maintenance of public Rights-of-Way pursuant to this chapter.

Sec. 7-12-17. System Records Requirements.

A Provider shall at all times maintain on file with the City, a full and complete set of plans, records and as-built hard copy maps and, to the extent the maps are placed in an electronic format, they shall be made in electronic format compatible with the City's existing GIS system, of all installations and the types of equipment and systems installed or constructed in the Rights-of-Way, properly identified and described as to the types of equipment and facility by appropriate symbols and marks. Maps shall be updated annually, or after a significant modification to the provider's plant. As-built maps are not required of providers for facilities already in the Rights-of-Way, where the maps do not exist; however, as those facilities are expanded, replaced or modified, maps shall be provided.

Sec. 7-12-18. Private Property; Obligation to Notify.

Providers shall not violate the private property rights of landowners. Before entering onto any private property, a Provider shall make a good faith attempt to contact the property owners in advance and describe the work to be performed.

Sec. 7-12-19. Applicable Codes.

Nothing in this chapter shall excuse a Provider from complying with Applicable Codes.

Sec. 7-12-20. Removal of System; Abandonment of Systems.

A. *Effect of revocation, expiration or abandonment.* If a Franchise Agreement expires, is validly revoked, or the facilities installed pursuant to the Franchise Agreement are abandoned, the City may:
   1. Require the Provider to stop providing the franchised services; and
   2. Require the Provider to remove all or portions of the system that are not in the Rights-of-Way by virtue of another, valid franchise, within a reasonable time specified by the City; and
   3. Require the Provider to convey title to facilities that are not removed and that are not in the Rights-of-Way by virtue of another, valid Franchise Agreement, in a form satisfactory to the City and free and clear of all liens and encumbrances to the City.

B. *Abandonment presumption.* In the event that the use of any portion of a franchised system is discontinued for a continuous period of 12 months, and 30 days after no response to written notice from the City to the last known address of Provider, the Provider shall be deemed to have abandoned such system. In addition to all other rights and remedies available to the City upon revocation, expiration or abandonment, the City may elect to assume control and ownership of abandoned facilities or infrastructure.

C. *Dispute; No loss of City rights.* If there is a dispute as to whether a Franchise Agreement has expired, the facilities abandoned, or the franchise validly revoked; or if an order of the public service commission is required; the Provider may continue to provide the

service, or to occupy the Rights-of-Way pending resolution of the dispute, or issuance of the necessary orders, subject to reasonable conditions including payments for continued use and occupancy of the Rights-of-Way, established by the City. Any such continued operation shall in no way be construed as a renewal or other extension of the franchise, nor as a limitation on the remedies, if any, available to the City as a result of such continued operation after the term, including, but not limited to, damages and restitution.

D. *Procedures for removal of franchised property.* A Provider shall comply with all applicable laws in removing facilities and restore any affected Rights-of-Way to their former state at the time such system was installed. In removing its plant, structures and equipment, a Provider shall refill, at its own expense, any excavation necessarily made by it and shall leave all Rights-of-Way in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles or attachments. The City shall have the right to inspect and approve the condition of the Rights-of-Way cables, wires, attachments and poles prior to and after removal. Applicable liability, indemnity, and insurance provisions of this Code and of the franchise shall continue to apply as if the franchise was in full force and effect during the period of removal and until full compliance by a Provider with the terms and conditions of this section. If a provider fails to remove or restore, the City may do so and charge the provider for all costs incurred in doing so.

E. *Leaving underground system.* Subject to the City's rights under this section, a Provider may abandon any underground system in place so long as it does not materially interfere with the use of the rights-of-way or with the use thereof by any public utility, cable operator, or other person.

Sec. 7-12-21. Unlawful Use; Repair After Unlawful Use; Acts Exempted.

A. *Unlawful use.* Unless authorized by a Franchise Agreement, permit, or other written authorization issued by the City, or unless authority is granted by provisions of this Code or other ordinance of the City now or hereafter enacted, it shall be a class B misdemeanor, subject to penalty as provided in section 1-4-1 of this Code, for any person to:

1. *Property controlled by City.* Construct, lay, excavate, erect, operate or maintain over, under, across, in or through any Right-of-Way or other property owned or controlled by the City, any infrastructure, system, utility, canal, ditch, construction, facility, or building.
2. *Restricted areas.* Enter upon any property of the City contrary to any posting or marking restricting or prohibiting use of the area.
3. *Damage to property.* Intentionally use or perform acts upon property of the City which materially impairs, alters or damages the property or improvements thereon.

B. *Repair after unlawful use.* The City Council, in addition to any other penalty which may be imposed, may order any person who has damaged, altered or changed any property of the City to repair or restore the property to its original condition prior to the damage, alteration or change.

C. *Acts exempted.* It shall not be a violation of this chapter where any person uses the public property of the City in the manner or for the purpose for which such property has been made available for public use, or to the extent the use is authorized by state law and state law prevents the City from requiring a franchise, easement or other written authorization for that particular use.

Sec. 7-12-22. Revocation of Franchise; Fines and Penalties.

A. *Process.* A Franchise Agreement may be terminated, or penalties imposed as provided by other provisions of this Code, for a material failure to comply with the conditions of the Franchise Agreement, this chapter, or any other provisions of applicable law that the City is permitted to enforce. The City may only terminate the Franchise Agreement or impose penalties after providing a Provider notice of the alleged defect in performance and its intent to consider termination, and an opportunity to cure (except no opportunity to cure would be required for criminal acts, fraud, or where the violation by its nature cannot be cured). If the cure is not effected to the City's satisfaction within 30 days of such notice, the City may schedule a public hearing before the City Council to consider and determine whether or not to terminate the Franchise Agreement or impose penalties. A Provider must be provided an opportunity to present written materials to the City Council prior to the franchise termination hearing.
B. *Effect of termination.* If a franchise is terminated, and the Provider holds no other franchise authorizing it to occupy the Rights-of-Way, the City may either acquire the franchised system in the City, free and clear of all liens and encumbrances at depreciated book value price or exercise any of the rights provided for under other provisions of this Code.
C. *Remedies cumulative.* Nothing in this section prevents the City or a Provider from taking any other action or exercising any other remedy available at law or equity.

Sec. 7-12-23. Indemnification and Defense.

A. Each Provider shall, as a condition of access to the Rights-of-Way, indemnify, defend, and hold harmless the City, its officers, boards, commissions, elected officials, agents, attorneys, representatives, servants and employees, from and against any liability for damages, costs, expenses, claims, suits, actions, judgments and liabilities, including, but not limited to, expenses for legal fees, whether suit be brought or not, disbursements and liabilities incurred or assumed by the City in connection with:
    1. *Persons or property.* Damage to persons or property, in any way arising out of or through the acts or omissions of the Provider, its servants, officials, agents, attorneys, representatives or employees;
    2. *Failure to comply.* Any and all claims arising out of the Provider's failure to comply with the provisions of applicable law, or of any franchise or other authorization to use or occupy Rights-of-Way or its enjoyment of the same, or any and all claims arising out of its use of the Rights-of-Way;
    3. *Claims from use of Rights-of-Way.* Any and all claims which the Provider may now or hereafter have or claim to have against the City, its servants, agents, attorneys, representatives, employees or officials, due to or arising out of damage

to any of the Provider's property or equipment in the Rights-of-Way, including, without limitation, resulting or consequential loss of income, injury to reputation, or any other resulting or consequential damages of any kind, caused by or resulting from acts or omissions of the City or any of its servants, agents, attorneys, representatives, employees or officials except to the extent that such indemnity is prohibited by law; and

4. *Other disputes.* Any and all disputes arising out of a claim wherein damages or other relief is sought as a result of the City's procedure in connection with the issuance of a franchise, easement or other authorization to use the Rights-of-Way to the Provider.

B. *Procedure for indemnity.* If any suit, claim, notice or other demand seeking regarding any of the above-indemnified claims is brought or threatened against the City, either independently or jointly with the Provider, or with any other person or municipality, Provider, upon notice given by the City, shall defend the City. If final judgment is obtained against the City, either independently or jointly with the Provider or any other defendants, Provider shall indemnify the City and pay such judgment with all costs and satisfy and discharge the same. In the event of litigation between Provider and the City, indemnification shall apply only upon the City's successful defense or prosecution of the litigation. This provision will not apply to damages that are not subject to indemnity under state law.

C. *Rights additional to other rights.* All rights of the City pursuant to this provision are in addition to any other rights the City may have under any other ordinance, rule or regulation of law, or under any Franchise Agreement, easement or other authorization to use the Rights-of-Way.

D. *Indemnity required.* No franchise, easement or other authorization to use the Rights-of-Way shall issue unless it contains an indemnity provision substantially similar to the requirements of this section.

E. *Procedure for taxes erroneously recovered from customers.* The provisions of Utah Code 10-1-408, as amended, are hereby incorporated by reference.

BE IT FURTHER ORDAINED that this Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 3rd day of October 2022.

HURRICANE CITY CORPORATE SEAL WASHINGTON COUNTY UTAH

Hurricane City

Nanette Billings

Nanette Billings, Mayor

Attest:

Cindy Beteag

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 3rd day of October 2022. Whereupon a motion to

adopt and approve said Resolution was made by David Hirschi and seconded by Doug Heideman. A roll call vote was then taken with the following results:

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

Cindy Beteag, Recorder

TELECOMMUNICATIONS FRANCHISE AGREEMENT
BETWEEN ~~THE CITY OF HURRICANE UTAH~~HURRICANE CITY
AND FIF ST GEORGE, LLC dba INFOWEST

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

RECITALS

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

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

WHEREAS, the City and the Provider have negotiated an arrangement whereby the Provider may provide its services within the City pursuant to the terms and conditions outlined in the Agreement and all applicable City ordinances, including Title 7, Chapter 12 of the City ordinances, and subject to the further reasonable regulation under the City's police and other regulatory power.

AGREEMENT

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

ARTICLE I
FRANCHISE AGREEMENT

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

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

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

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

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

1.6 Pole Attachments. ~~This franchise grants to the Provider the right to use City poles, conduit, or other facilities. Provider must work with the city for approval of such use.~~The Provider's use of City poles, if any, is regulated by Hurricane City Code section 7-12-13.

ARTICLE II
FRANCHISE FEE

2.1 Franchise Fee.

a. This agreement is subject to the Utah Municipal Telecommunications License Tax Act Title 10, Chapter 1, Sections 401 through 410, Utah Code Annotated, 1953 as amended, enrolled at the time this agreement is signed or as may be amended. Provider shall pay the City's

municipal telecommunications license tax of a rate up to **3.5%** of the gross receipts from telecommunications service attributed to the municipality. Said tax shall be paid through the Utah State Tax Commission.

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

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

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

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

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

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

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

Commented [DH1]: This is regulated by State Code; the City has no control of the rate.

ARTICLE III
TERM AND RENEWAL

3.1 Term and Renewal. The franchise granted to the Provider herein shall be for a period of ~~Twenty~~ Fifteen (~~20~~15) years commencing on the Effective Date first set forth above in this Agreement unless this Agreement is terminated sooner as provided herein. ~~At the end of the initial Twenty (20) year term of this Agreement, the franchise granted herein may be renewed by the City and the Provider upon the same terms and conditions as contained in this Agreement for an additional ten (10) year term, by the Provider providing to the City's representative designated herein written notice of the Provider' s intent to renew not less than ninety (90) calendar days before the expiration of the initial franchise term.~~

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

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

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

4.1 Franchise Rights to Use the Public Rights-of-Way. The Provider shall have the right to use the public rights-of-way within the City to construct and maintain its network subject to the conditions set forth in this Agreement and Hurricane City Code Title 7, Chapter 12; provided, however, that the Provider shall not, pursuant to this Agreement, place any new poles, mains, cables, structures, pipes, conduits, or wires on, in, under, along, over, across or within any right-of-way, City park, pleasure ground, or other recreational area currently existing or developed in the future without a permit from the City. Nothing contained herein shall preclude the City from granting a revocable permit for such purpose. In addition, the Provider shall have the right to utilize any easements across private property granted to the City for utility purposes; provided, however, that the Provider obtain the City' s prior written permission in each case and the documents granting any such easements to the City to authorize such use. The Provider specifically understands and acknowledges that certain City easements and rights-of-way may be prescriptive in nature, and that nothing in this Agreement extends permission to use the easement or right-of-way beyond the extent that the City may have acquired, and such easements and rights-of-way may be subject to third party prior or after-acquired interests. The Provider is cautioned to examine each individual easement and right-of-way and the legal arrangement between the City and adjacent property owners. The City assumes no duty or obligation to defend any interest in any easement or right of-way, and the Provider remains solely responsible to make any arrangements required as a result of other persons claiming an interest in the City easement or right-of-way.

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

Commented [DH2]: Revised to comport with 7-12-12(c)(2).

to the contrary herein, the Provider' s use of the right-of-way shall in all matters be subordinate to the City' s use of the right-of-way for any public purpose. The City and the Provider shall coordinate the placement of their respective facilities and improvements in a manner that comports with City policies, designs, and standards, and which minimizes adverse impact on each other. Where placement is not otherwise regulated, the facilities shall be placed with adequate clearance from such public improvements so as not to impact or be impacted by such public improvements.

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

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

4.5 Repair of Damage. If, during the course of work on its facilities, the Provider causes damage to or alters any street, alley, right-of-way, sidewalk, utility, public improvement, or other public property, the Provider, at its own cost and expense and in a manner approved by the City, shall promptly and completely restore such street, alley, right-of-way, sidewalk, utility, public improvement, or other public property to its previous condition in accordance with applicable City ordinances, policies and regulations relating to repair work of similar character to the

reasonable satisfaction of the City. Except in cases of emergency, the Provider, prior to commencing work in the public way, street or public property, shall make application for a permit to perform such work from the City Engineer or other department or division designated by the City. Provider shall also be required to obtain a road break permit from the Public Works Department. Such permit shall not be unreasonably withheld. The Provider shall abide by all reasonable regulations and requirements of the City for such work.

4.6 Guarantee of Repairs. For a period of twenty four (24) months following the completion of the repair work performed pursuant to Paragraph 4.5 above, the provider shall maintain, repair, and keep in good condition those portions of said streets, alleys, rights-of-way, or public property restored, repaired or replaced to the satisfaction of the City. However, when Provider cuts asphalt in a Right-of-Way, the Provider shall maintain the asphalt cut for perpetuity or until the roadway is completely repaved. Provider will comply with all applicable City Ordinances related to the posting of bonds and guarantee of repairs.

Commented [DH3]: 7-12-12(d)(2)

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

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

4.9 Provider's Duty to Remove Network.

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

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

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

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

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

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

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

ARTICLE V
POLICE POWERS

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

ARTICLE VI
SEVERABILITY

6.1 Severability. If any section, sentence, paragraph, term or provision of this Agreement is for any reason determined to be or rendered illegal, invalid or superseded by other lawful authority, including any state or federal, legislative, regulatory or administrative authority having jurisdiction thereof, or is determined to be unconstitutional, illegal or invalid by any court of

competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision, all of which shall remain in full force and effect for the term of this Agreement or any renewal or renewals thereof. Provided that if the invalidated portion is considered a material consideration for entering into this Agreement, the Parties shall negotiate, in good faith, an amendment to this Agreement. As used herein, “material consideration" for the City is its ability to collect the Franchise Fee during the term of this Agreement and its ability to manage its rights-of-way in a manner similar to that provided in this Agreement and the City's excavation ordinance. For the Provider, "material consideration" is its ability to use the rights-of-way for telecommunication purposes in a manner similar to that provided in this Agreement and the City's excavation ordinance.

ARTICLE VII
EARLY TERMINATION; REVOCATION OF FRANCHISE; OTHER REMEDIES

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

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

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

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

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

ARTICLE VIII
NOTICES

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

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

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

ARTICLE IX
INSURANCE AND INDEMNIFICATION

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

9.2 Provider Indemnification of City. The Provider shall indemnify and, at the City' s option, defend and hold the City, its elected and appointed officers, agents, and employees

thereof, harmless from and against any and all claims, suits, actions, liability and judgments for damages or otherwise harmless from and against claims, demands, liens, and all liability or damage of whatsoever kind on account of or arising from the exercise by the Provider of the related rights, or from the operations of the Provider within the City, and shall pay the costs of defense plus reasonable attorneys' fees. Said indemnification shall include, but not be limited to, the Provider' s negligent acts or omissions pursuant to its use of the rights and privileges of this Agreement including construction, operation and maintenance of telecommunications lines and appurtenances, whether or not any such use, act or omission complained of is authorized, allowed, or prohibited by this Agreement.

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

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

9.5 City's Right to Intervene. In any suit in which the City is named as a party and which seeks indemnification from the Provider, and in which the City, in its own reasonable discretion,

believes that a conflict of interest with the Provider exists, the City shall have the right to provide its own defense in connection with the same. In such event, in addition to being reimbursed for any judgment that may be rendered against the City which is subject to indemnification hereunder, together with all court costs incurred therein, the Provider shall reimburse the City for all reasonable attorneys' fees including those employed by the City in such case (s), as well as all reasonable expenses incurred by the City by reason of undertaking the defense of such suit(s), whether such suit(s) are successfully defended, settled, compromised, or fully adjudicated against the City.

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

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

ARTICLE X
REMEDIES

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

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

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

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

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

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

ARTICLE XI
TRANSFER OF FRANCHISE

11.1 Written Approval Required to Transfer. The Provider shall not transfer or assign any rights under this Agreement or the franchise granted herein to another entity unless the City first gives its approval in writing, which approval shall not be unreasonably withheld or delayed; provided, however, that the Provider may fully assign the franchise contained herein to its corporate parent, a corporate affiliate or a subsidiary, and also that inclusion of the franchise as property subject to the liens of the Provider' s mortgages or other security interests shall not constitute a transfer or assignment. The City may withhold approval of a proposed transfer or assignment if the City Council finds that, based on the standards set out in Hurricane City Code 7-12-5, approval is not in the public interest. A lease of the Provider' s system to a third party shall not constitute a transfer or assignment of the franchise for purposes of this Agreement. Any attempted assignment or transfer without such prior written consent shall constitute a default of the franchise and this Agreement. In the event of such a default, the City shall proceed according to the procedures set forth in this Agreement and any applicable state, federal or local law.

11.2 Procedure for Obtaining Approval for Transfer. At least ninety (90) calendar days before a proposed assignment or transfer of the Provider' s franchise is scheduled to become effective, the Provider shall petition in writing for the City Councils written consent for such a proposed assignment or transfer. The City may withhold approval of a proposed transfer or assignment if the City Council finds that, based on the standards set out in Hurricane City Code 7-12-5, approval is not in the public interest. ~~The City shall not unreasonably withhold its consent to such an assignment or transfer. However, in making such a determination, the City Council may consider the following:~~

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

~~b. Qualifications of the proposed assignee or transferee;~~

~~c. Legal integrity of the proposed assignee or transferee;~~

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

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

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

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

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

11.5 Transfer upon Revocation by the City. The Provider and the City hereby agree that in the event of a lawful revocation of this franchise, at the Provider's request, which shall be made in the Provider's sole discretion, the Provider shall be given a reasonable opportunity to effectuate a transfer of its network to a qualified third party. The City further hereby agrees that during such a period of time, it shall authorize the Provider to operate pursuant to the terms of its

prior franchise Agreement; however, in no event shall such authorization exceed a period greater than six (6) months from the effective date of such revocation. If, at the end of that six (6) month period, the Provider is unsuccessful in procuring a qualified transferee or assignee of its network which is reasonably acceptable to the City, the Provider and the City may avail themselves of any rights they may have pursuant to federal or state law; it being further agreed that the Provider's continued operation of its network during the six (6) month period shall not be deemed to be a waiver or extinguishment of any rights of either the City or the Provider. Notwithstanding anything to the contrary set forth herein, neither the City nor the Provider shall be required to violate federal or state law.

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

ARTICLE XII
SERVICE AREA

12.1 Service Area. The Provider shall provide telecommunication services via its System to all residents within the City boundaries (the "Service Area"), subject to the limitations set out in Hurricane City Code 7-12-6(D).

12.2 Sequence of Construction. The Provider shall construct its System within the Service Area as follows:

[HCC 7-12-6(C) requires a plan showing the timing of construction by geographic area and the schedule for completion of construction by geographic area. We need to incorporate that into the Agreement]

ARTICLE XIII
GENERAL PROVISIONS

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

~~12~~13.2 **Governing Law.** This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Utah. All disputes resulting in legal action shall be governed by the laws of the State of Utah. Jurisdiction shall be vested in the District Courts in and for the State of Utah. Venue is vested in the 5th Judicial District Court in and for Washington County, State of Utah or in any other successor district court of competent jurisdiction.

~~12~~13.3 **Interpretation of Agreement.** The invalidity of any portion of this Agreement shall not prevent the remainder of this agreement from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

~~12~~13.4 **Entire Agreement and Amendments.** This Agreement and all attachments hereto constitute and represent the entire agreement and understanding between the Parties hereto and replaces any previous agreement, understanding or negotiation between the Parties with respect to the subject matter hereof, and may be modified or amended, supplemented, or changed only by the written agreement of the Parties, including the formal approval of the City Council. No oral modifications or amendments shall be effective.

13.5 **Applicability of Hurricane City Ordinances.** Except as expressly provided for herein, the terms, conditions, and requirements of Hurricane City Ordinance No. 2022-50, codified at Title 7, Chapter 12, shall apply to and govern the conduct and the relationship of the Parties as set out in this Agreement. For ease of reference, a copy of Ordinance No. 2022-50 is attached hereto as Exhibit A.

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

HURRICANE CITY, UTAH

_____
Mayor Nanette Billings
Date: _____

ATTEST:

_____
CINDY BETEAG, CITY RECORDER

FIF ST. GEORGE, LLC – dba INFOWEST

By: _____

Title: _____

Date: _____

STATE OF _____)
: Ss.
COUNTY OF _____)

On this ____ day of _____, 2022, _____ personally appeared before me _____, and duly acknowledged to me that he/she signed the above and foregoing document, having been duly authorized to execute this Agreement by resolution of FIF St. George, LLC and as permitted by its governing documents.

_____
NOTARY PUBLIC

EXHIBIT A

Ordinance No. 2022-50

Dayton Hall

From: Kelly Nyberg <nyberg@infowest.com>
Sent: Wednesday, October 19, 2022 9:04 PM
To: Dayton Hall
Cc: Kaden DeMille; Cindy Beteag; Nanette Billings; Randon Anderson; Cassidy B. Larson
Subject: Re; InfoWest - Franchise Agreement Update
Attachments: PastedGraphic-1.pdf

Dayton,

Thanks for the update. As for the requirement data, our intention is to complete a 100% broadband build out within 5 years.

Below is a map which shows how we plan to build the Hurricane fiber ring. You'll notice we are running our main fiber trunk line through the established downtown portion of the City and making that a priority. We will also establish a ring that connects back through some of the new development which will create a fully redundant and more reliable network.

Geographically we will start our build from the Sand Hollow Reservoir where we currently have fiber and work our way from there. Once we establish our core fiber ring we will begin to build out to specific neighborhoods.

Specific rollout timelines and geographic deployments will be based on our ability to get permitting from the city along with other factors such as open trench opportunities in new developments, possible pole attachment agreements with Scott and Power etc…

We have every hope that the City will be our advocate and help support our efforts to build and grow our broadband network and deployment efforts.

Unfortunately, I won't be able to attend tomorrow's City Council meeting. I have a previous commitment with the Tech Ridge Development in St George that I need to attend as we are providing much of their fiber infrastructure. Randon our Fiber Operations Manager will be there and possibly Cassidy Larson our CTO.

I think we've been attending City Council meetings so long that there probably won't be too many questions. We feel right at home sitting in the back with Staff. :) At this point, City Council will most likely want to make sure our agreement is ready to go and overall just want to know that InfoWest is committed to bring broadband Internet to the City and we are ready to do that.

I want to also thank you for all of your help on this. You are a huge asset to Hurricane City and they are lucky to have such a great attorney.

Please incorporate all that you can from this email including the network map into the agreement so we can show the geographic area and schedule for deployment for Council's review and discussion tomorrow.

If it does come up in the discussion the one item we would like to request would be an option for renewal after our 15 year term. We don't want to invest millions of dollars into our broadband network and then be left with no option to renew our agreement. Hopefully that can be something City Council can consider adding to the Agreement.

Thanks,

On Oct 19, 2022, at 4:59 PM, Dayton Hall <dayton@cityofhurricane.com> wrote:

Hi Kelly:
I got your email today asking about a renewal option on the 15 year term.
At this point, the major hurdle is the requirement of HCC 7-12-6(C) to have a plan showing the timing of construction by geographic area and the schedule for completion of construction by geographic area to get service to the entire City. We need to incorporate that into the Agreement. You will see I inserted a placeholder for that Service Area issue in Article XII of the franchise agreement. With it being your system, I thought you would be the best person to come up with that proposal and plan. Because the City has not received that plan, the franchise agreement is on the agenda for a discussion only—not possible approval.
Thanks,

Dayton Hall

<image001.png>
Dayton Hall
City Attorney
Hurricane City
Office 435-635-2811 x 128

From: Dayton Hall
Sent: Monday, October 17, 2022 1:48 PM
To: Kelly Nyberg <nyberg@infowest.com>
Cc: Kaden DeMille <kaden@cityofhurricane.com>; Cindy Beteag <cindy@cityofhurricane.com>; Nanette Billings <billings@cityofhurricane.com>
Subject: RE: InfoWest - Franchise Agreement Update

Hi Kelly:
I have not heard back from you on this. Did you want to be on the agenda as a discussion item, or do you want it to be pushed back to the next meeting?
Thanks,

Dayton Hall

<image001.png>
Dayton Hall
City Attorney
Hurricane City
Office 435-635-2811 x 128

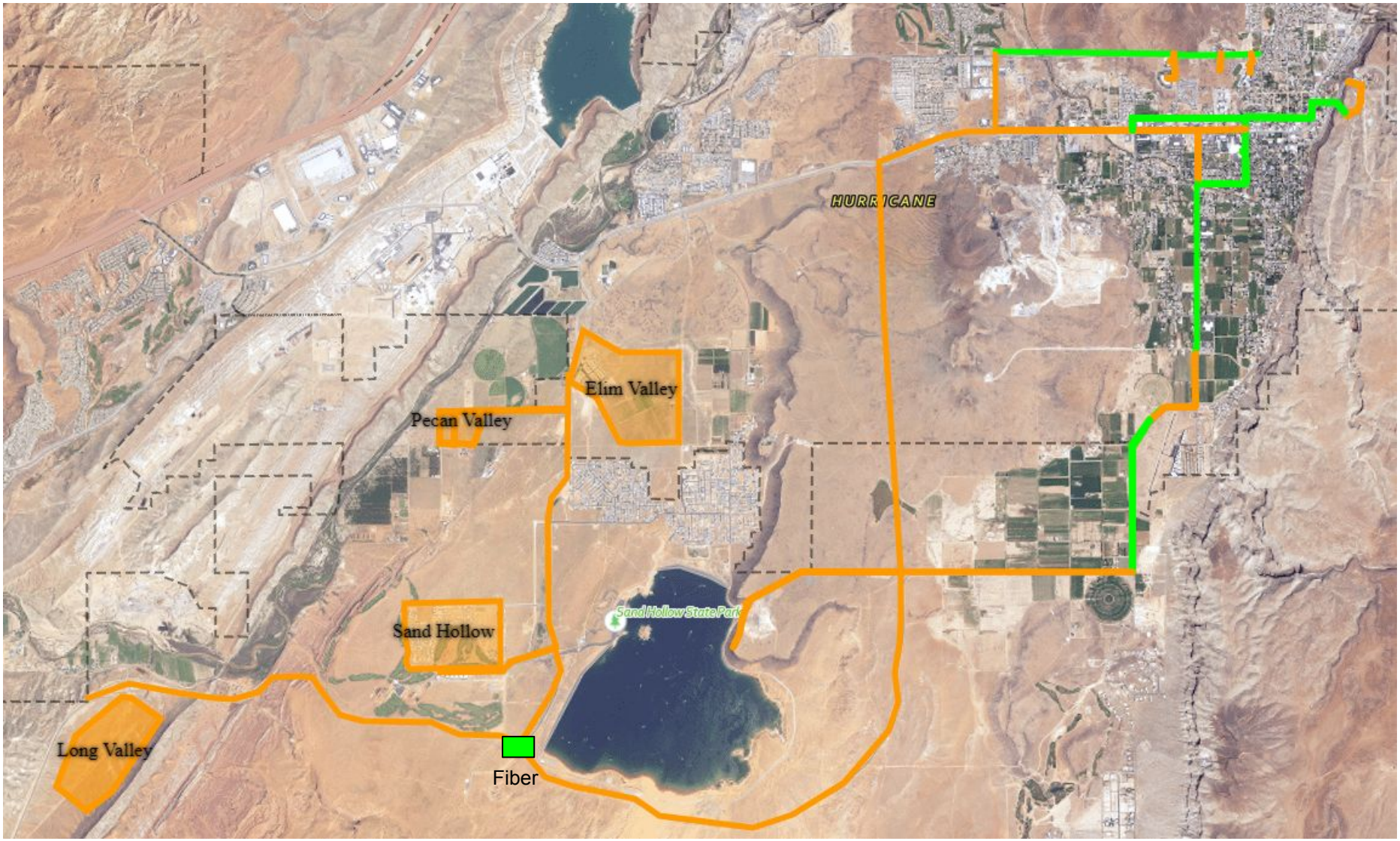
From: Dayton Hall
Sent: Tuesday, October 11, 2022 1:38 PM
To: Kelly Nyberg <nyberg@infowest.com>
Cc: Kaden DeMille <kaden@cityofhurricane.com>; Cindy Beteag <cindy@cityofhurricane.com>
Subject: RE: InfoWest - Franchise Agreement Update

Hi Kelly:

As you know, the Council approved an updated franchise ordinance last week, which I attached. I reviewed your latest draft proposed franchise agreement. The attached Word document has my comments and redlines to bring it into line with the new ordinance. The most substantial revision that we need to sort out is the requirement of HCC 7-12-6(C) to have a plan showing the timing of construction by geographic area and the schedule for completion of construction by geographic area to get service to the entire City. We need to incorporate that into the Agreement. You will see I inserted a placeholder for that Service Area issue in Article XII of the franchise agreement. With it being your system, I thought you would be the best person to come up with that proposal and plan. The cutoff for agenda item materials is the Friday before the meeting, so we do not have a lot of time to finalize an agreement for the Council to look at next Thursday. I hope we can have a final draft for the Council to look at. If not, we will at least have it on the agenda to get some feedback from the Council on any remaining, unresolved issues.
Thanks,

Dayton Hall

<image001.png>
Dayton Hall
City Attorney
Hurricane City
Office 435-635-2811 x 128


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

Ordinance No. 2022-53

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS TITLE 10 CHAPTER 21: AGRICULTURE PROTECTION OVERLAY, TITLE 10 CHAPTER 14: RESIDENTIAL AGRICULTURE ZONING STANDARDS, TITLE 10 CHAPTER 7 SECTION 9: CONDITIONAL USE PERMIT STANDARDS, AND TITLE 10 CHAPTER 12: AGRICULTURE ZONING STANDARDS.OF THE HURRICANE CITY CODE.

WHEREAS the City Council of Hurricane, Utah has authority to adopt and regulate zoning within its boundaries; and

WHEREAS, Hurricane City general plan recommends that the City adopt policies that will help preserve agriculture within the City; and

WHEREAS said City Council deems it necessary to make these changes to allow for the protection of agriculture within the City,

BE IT HEREBY ORDAINED by the Hurricane City Council Hurricane City Code Sections Title 10 Chapter 21: Agriculture Protection Overlay, Title 10 Chapter 14: Residential Agriculture Zoning Standards, Title 10 Chapter 7 Section 9: Conditional Use Permit Standards, And Title 10 Chapter 12: Agriculture Zoning Standards. shall be, and is hereby, amended with the additional text as follows:

Commented [1]: Should we consider distance as a factor?

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

PASSED AND APPROVED this _____ day of _____, 2022.

_____
Nanette Billings, Mayor

[Seal]
Attest:

_____
Cindy Beteag, City Recorder

Sec. 10-14-4. Development standards.

Development standards within residential agriculture zones shall be as set forth in table 10-14-2 of this section.

TABLE 10-14-2
DEVELOPMENT STANDARDS IN RESIDENTIAL AGRICULTURE ZONES

Development standard	Zones	
	RA-1	RA-.5
Lot standards:		
Average lot area[1]	1 acre (See Note 7)	0.5 acre (See Note 7)
Minimum lot area[2]	0.8 acre (See Note 7)	0.4 acre (See Note 7)
Minimum lot width	100 feet (See Note 7)	100 feet (See Note 7)
Building standards:		
Maximum height, main building[3]	35 feet	35 feet
Maximum height, accessory building	20 feet	20 feet
Maximum size, accessory building[4]	2,000 square feet	2,000 square feet
Building coverage	50% of lot (see subsection 10-37-12I of this title)	
Distance between buildings	No requirement	No requirement
Setback standards front yard:		
Any building[5]	25 feet	25 feet
Setback standards rear yard:		
Main building	30 feet	30 feet
Accessory building, including private garage	If located 10 feet from main building: 2 feet. If not, same as main building.	
Setback standards interior side yard:		
Main building	10 feet one side and 20 feet other side	10 feet
Accessory building	If located 10 feet from main building: 2 feet. If not, same as main building.	
Setback standards street side yard:		
Main building	20 feet	20 feet
Accessory building	If located 10 feet from main building: 10 feet. If not, same as main building. No accessory building shall be built within a public utility easement.	
Pool location and setbacks[6]	3 feet	3 feet

Notes

1. "Average size" means the total acreage devoted to lots divided by the number of lots. Net density definition shall apply.
2. The indicated number is 80 percent of average lot area requirement.
3. Except as otherwise permitted by subsection 10-14-7C of this chapter.
4. Except as otherwise permitted by subsection 10-14-7B of this chapter.
5. Except as modified by the provisions of subsection 10-37-12F, setback measurement, of this title.

6. Pools must be located behind front yard setbacks. Setback is measured from rear and side property lines. Pools may require special engineering. A closer property line setback may be approved by the Building Official if engineering ensures structural integrity for any adjoining buildings or walls as well as the pool.

7. Subdivisions containing three lots or less may be approved with smaller lot sizes and smaller frontages than otherwise required with the following conditions:

a. The development required dedication of a portion of a Master Planned Roadway.

b. The number of units does not exceed the overall gross density of the underlying zoning for the size of the parcel; provided, however, that when the City or other government entity acquires a portion of the property for a roadway, the area of roadway shall be accounted for in the gross density limitations of the development, if the applicant was the owner at the time of acquisition.

c. The subject property is zoned as RA-1 or RA-0.5.

d. Lots zoned as RA-1 shall have a minimum lot size of .6 acres.

e. Lots zoned as RA-0.5 shall have a minimum lot size of .35 acres.

f. The minimum frontage of each lot shall be no smaller than 80'.

Sec. 10-7-9. Conditional use permit.

A. *Purpose.* This section sets forth procedures for considering and approving conditional use permits.

B. *Authority.*

1. The Planning Commission is authorized to issue conditional use permits for the following uses:

Agricultural industry.

Agritourism activities.

Animal specialties.

Assisted living facility.

Greater heights than permitted by this Code in all zones except residential and residential agricultural zones.

Greater size than permitted by this Code in all zones except residential and residential agricultural zones.

Metal building in commercial and residential zones.

Multi family in commercial zones.

Public stable.

Reception center.

Recreation and entertainment, outdoor.

2. The Zoning Administrator is authorized to issue conditional use permits for the following uses:

Animals and fowl for recreation and family food production.

Greater size accessory buildings than permitted by this Code in residential zones.

Greater size accessory buildings than permitted by this Code in residential and residential agricultural zones.

Greater height accessory buildings than permitted by this Code in residential and residential agricultural zones.

C. *Initiation.* A property owner, or the owner's agent, may request a conditional use permit as provided in subsection D1 of this section.

D. *Procedure.* An application for a conditional use permit shall be considered and processed as provided in this subsection.

1. A complete application shall be submitted to the office of the Zoning Administrator in a form established by the administrator along with any fee established by the City's schedule of fees. The application shall include at least the following information:

a. The name, address and telephone number of the applicant and the applicant's agent, if any;

b. The address and parcel identification of the subject property;

c. The zone, zone boundaries and present use of the subject property;

d. A description of the proposed conditional use;

e. A plot plan showing the following:

(1) Applicant's name;

(2) Site address;

(3) Property boundaries and dimensions;

(4) Layout of existing and proposed buildings, parking, landscaping, and utilities; and

(5) Adjoining property lines and uses within 100 feet of the subject property;

f. Traffic impact analysis, if required by the City Engineer or the Planning Commission;

g. A statement by the applicant demonstrating how the conditional use permit request meets the approval standards for the conditional use desired; and

h. Such other and further information or documentation as the Zoning Administrator may deem necessary for proper consideration and disposition of a particular application.

2. After the application is determined to be complete, the Zoning Administrator shall schedule a public meeting before the Planning Commission as provided in section 10-7-4 of this chapter or shall review the application to determine if it meets the standards for an administrative conditional use permit.

3. A staff report evaluating the application shall be prepared by the Zoning Administrator for a conditional use permit that will be reviewed by the Planning Commission.

4. The Planning Commission shall hold a public meeting and shall thereafter approve, approve with conditions, or deny the application pursuant to the standards set forth in subsection E of this section. A conditional use shall be approved if reasonable conditions are proposed or can be imposed to mitigate the reasonably anticipated detrimental effects of the proposed use in accordance with applicable standards. If the reasonably anticipated detrimental effects of a proposed conditional use cannot be substantially mitigated by the proposal or the imposition of reasonable conditions to achieve compliance with the applicable standards, the conditional use may be denied.

5. After the Planning Commission or Zoning Administrator makes a decision, the Zoning Administrator shall give the applicant written notice of the decision.

6. A record of all conditional use permits shall be maintained in the office of the Zoning Administrator.

E. *Approval standards.* The following standards shall apply to the issuance of a conditional use permit:

1. A conditional use permit may be issued only when the proposed use is shown as conditional in the zone where the conditional use will be located, or by another provision of this title.

2. Standards for each use must be reviewed. Specific standards are set forth for each use in subsections E2a through E2g of this section:

a. *Standards for a reception center.*

(1) Hours of operation must be compatible with adjoining uses and comply with City noise regulations.

(2) Parking must be provided.

(3) The use of on-street parking to provide up to 40 percent of the required parking may be permitted if adjoining uses are not residential uses and the street is fully improved.

(4) The center must have an approved site plan.

(5) If beer, wine, or other alcoholic beverages are served, the center must be licensed by the state alcohol control board.

(6) Reception Center use must be secondary to any agricultural use on the property.

Sec. 10-12-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within agricultural zones shall be as set forth in table 10-12-1 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 10-12-1 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 10-12-1

PERMITTED AND CONDITIONAL USES ALLOWED IN AGRICULTURAL ZONES

Use	Zones				
	A-40	A-20	A-10	A-5	A-1
Agricultural uses:					
Accessory building	P	P	P	P	P
Agricultural business	P	P	P	P	P
Agricultural industry	P	P	P	P	C
Agriculture	P	P	P	P	P
Agritourism	P	P	P	P	C
Animal specialties	P	P	P	P	C
Animals and fowl for recreation and family food production	P	P	P	P	P
Stable, private	P	P	P	P	P
Residential uses:					
Assisted living facility	P	P	P	P	N

Building, accessory	P	P	P	P	P
Dwelling, earth sheltered	P	P	P	P	P
Dwelling, single-family	P	P	P	P	P
Dwelling, single-family with single accessory dwelling unit	P	P	P	P	P
Dwelling, temporary	P	P	P	P	P
Guesthouse for family members and non-paying guests	P	P	P	P	P
Home base business	P	P	P	P	P
Manufactured home	P	P	P	P	P
Residential facility for elderly persons[1]	P	P	P	P	N
Residential facility for persons with a disability[1]	P	P	P	P	P
Residential facility for troubled youth	N	N	N	N	N
Short term rental	N	N	N	N	P
Public and civic uses:					
Auditorium or stadium	N	N	N	N	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	N	N	N	N
Cultural service	P	P	P	P	P
Golf course	N	N	N	N	N
Hospital	N	N	N	N	N
Park	P	P	P	P	P
Protective service	P	P	P	P	P
Reception center	C~~N~~	C~~N~~	C~~N~~	C~~N~~	C~~N~~
Stable, public	P	P	P	P	C
Utility, minor	P	P	P	P	P
Utility substation	P	P	P	P	P
Commercial uses:					
Agricultural sales and service	P	P	C	C	N
Agritourism activities	P	P	P	P	C
Animal hospital	P	P	P	P	P
Bed and breakfast, home	P	P	P	P	P
Garden center	P	P	P	P	P
Kennel, residential	P	P	P	P	P
Licensed family child care[2]	P	P	P	P	P

Media service	N	N	N	N	N
Personal care service, home based[2]	P	P	P	P	P
Personal instruction service, home based[2]	P	P	P	P	P
Produce stand	P	P	P	P	P
Recreation and entertainment, outdoor	C	C	C	C	N
Residential certificate child care facility[2]	P	P	P	P	N
Vehicle repair, limited	N	N	N	N	N
Veterinary service	P	P	P	P	P
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title				

Notes

1. See chapter 46 of this title.

2. See chapter 42 of this title.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-12-1 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.

3. Accessory uses in agricultural zones shall include, but are not limited to, the following:

Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

Garages, carports, and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any applicable provision of this Code.

Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

Household pets.

Keeping of machinery, livestock, and farming equipment as needed for agricultural use.

Nurseries and greenhouses.

Playhouses, patios, porches, gazebos, and incidental storage buildings.

Produce stands.

Swimming pools and hot tubs for use by residents and their guests.

Temporary real estate offices, subject to applicable standards of chapter 48, temporary uses, of this title.

Sec. 10-14-3. Uses allowed.

A. *Permitted and conditional uses.* Permitted and conditional uses allowed within residential agriculture zones shall be as set forth in table 10-14-1 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 10-14-1 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 10-14-1

PERMITTED AND CONDITIONAL USES ALLOWED IN

RESIDENTIAL AGRICULTURE ZONES

Use	Zones	
	RA-1	RA-.5

Agricultural uses:		
Agricultural business	P	N
Agricultural industry	N	N
Agriculture	P	P
Animal specialties	P	P
Animals and fowl for recreation and family food production	P	P[3]
Stable, private	P	P
Residential uses:		
Assisted living facility	P	P
Boarding house	N	N
Building, accessory	P	P
Dwelling, earth sheltered	P	P
Dwelling, multiple-family	N	N
Dwelling, single-family	P	P
Dwelling, single-family with single accessory dwelling unit	P	P
Dwelling, temporary	P	P
Dwelling, two-family	N	N
Guesthouse	P	P

Manufactured home	P	P
Manufactured/mobile home park	N	N
Manufactured/mobile home subdivision	N	N
Protective housing facility	P	P
Residential facility for elderly persons[1]	P	P
Residential facility for persons with a disability[1]	P	P
Residential facility for troubled youth	C	C
Short term rental[4]	P	P
Public and civic uses:		
Auditorium or stadium	N	N
Cemetery	P	P
Church or place of worship	P	P
Club or service organization	N	N
Convalescent care facility	N	N
Cultural service	P	P
Golf course	P	P
Hospital	N	N
Park	P	P

Protective service	P	P
Reception center	CN	CN
Stable, public	P	N
Utility, minor	P	P
Utility substation	P	P
Commercial uses:		
Agricultural sales and service	N	N
Animal hospital	P	P
Bed and breakfast, home	P	P
Bed and breakfast inn	N	N
Garden center	N	N
Kennel, residential	P	P
Licensed family child care[2]	P	P
Media service	N	N
Personal care service, home based[2]	P	P
Personal instruction service, home based[2]	P	P
Produce stand	P	P
Recreational vehicle park	N	N

Residential certificate child care facility[2]	P	P
Residential hosting facility	P	P
Temporary trailer	P	P
Veterinary service	N	N
Warehouse, self-service storage	N	N
Wireless telecommunication facility	See section 10-50-5, table 10-50-1 of this title	

Notes

1. See chapter 46 of this title.

2. See chapter 42 of this title.

3. See section 10-37-15 of this title for permitted animals and fowl.

4. See licensing and operations requirements in title 3 of this Code.

B. *Accessory uses.* Permitted and conditional uses set forth in table 10-14-1 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.

3. Accessory uses in residential agriculture zones shall include, but not be limited to, the following:

Garage sales, subject to applicable standards of chapter 48, temporary uses, of this title.

Garages and off street parking areas, subject to applicable standards of chapter 34, off street parking and loading, of this title.

Hobby activities when conducted by an occupant of the premises solely for personal enjoyment, amusement, or recreation and which does not conflict with any other City ordinance.

Home based businesses, subject to applicable standards of chapter 42, home based businesses, of this title.

Household pets.

Nurseries and greenhouses.

Playhouses, patios, porches, gazebos, and incidental storage buildings.

Swimming pools and hot tubs for use by residents and their guests.

CHAPTER 21. AGRICULTURE PROTECTION OVERLAY ZONE

Sec. 10-21-1. Purpose; established.

A. To protect and preserve the existing agricultural areas within the City from the encroachment of development, and to allow the ongoing agricultural operations to proceed without unreasonable restriction unless there is a direct relationship to public health or safety.

B. An agriculture protection overlay zone is established which shall be an overlay zone of the zoning classification in this title.

Sec. 10-21-2. Definitions.

For the purpose of this chapter, the following terms shall have the meanings set forth below and shall apply in addition to the terms defined in chapter 3 of this title:

Advisory Board means the agriculture protection area advisory board of Washington County.

Agriculture production means production for commercial purposes of crops, livestock, and livestock products, including processing or retail marketing of any crops, livestock and livestock products when more than 50 percent of the processed or merchandised products are produced by the farm operator.

Agriculture protection areas or overlay zone means a geographic area created under the authority of this chapter that is granted the specific legal protections contained in this chapter.

Crops, livestock and *livestock products* means:

A. Land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including forages and sod crops; grains and feed crops; livestock; trees and fruits; or vegetables, nursery, floral and ornamental stock; or

B. Land devoted to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

Political subdivision means a City, school district or special district.

Proposed sponsors means the owners of land in agricultural production who are sponsoring the proposal for creating an agricultural protection area.

State agency means each department, commission, board, council, agency, institution, officer, corporation, fund, division, office, committee, authority, laboratory, library, unit, bureau, panel or other administrative unit of the state.

Sec. 10-21-3. Proposal for creation of agricultural protection area.

A. *Filing.* Any owner of land in agricultural production may file a proposal for creation of an agricultural protection area with the Planning Commission.

B. *Content.* The proposal shall identify:

1. The land in agricultural production that the proposal sponsors wish to become part of an agriculture protection area;

2. Any limits on the types of agriculture production to be allowed within the agriculture protection area; and

3. For each parcel of land:

a. The owners of the land contained within the parcel;

b. The tax parcel number or account number of each parcel; and

c. The number or account number of acres as listed on the parcel tax records.

C. *Documents required.* The proposal shall include:

1. A plat from the county recorder's office showing each parcel of land with each outlined in color to identify proposed area.

2. Application fee as outlined on the City fee schedule, available from the City Recorder/Clerk.

D. *Minimum acreage.* A minimum area of five contiguous acres shall be included in an agriculture protection area. The City Council may approve smaller areas if the following conditions are met:

1. At least a single contiguous area is a minimum of five acres;

2. For noncontiguous areas less than five acres, the area supports and is used in conjunction with a qualifying area that is five acres or larger;

3. For noncontiguous areas less than five acres, the area is a minimum of 0.5 acres; and

4. For noncontiguous areas less than five acres, both the area less than five acres and the qualifying area that is five acres or larger are located within the Hurricane City municipal boundaries.

Commented [1]: Look at limiting the amount of areas that could be under 5 acre.

Commented [2]: Should we consider distance as a factor?

Sec. 10-21-4. Planning commission review of proposal.

A. *Required.* After 15 days from the date of the notice, the Planning Commission shall refer the proposal and any proposed modifications and objections to the proposal to the Advisory Board for their review, comments and recommendations.

B. *Report; recommendation.*

1. Within 45 days after receipt of the proposal, the Planning Commission shall submit a report to the City Council that:

a. Identifies the effect of the creation of the proposed area on the City's planning policies and objectives;

b. Analyzes and evaluates the proposal by applying the criteria contained in section 10-21-6 of this chapter;

c. Recommends any modifications to the proposal;

d. Recommends any limits on the types of agriculture production to be allowed in the agriculture protection area;

e. Analyzes and evaluates any objections to the proposal; and

f. Includes a recommendation to the City Council to either accept, accept and modify, or reject the proposal.

2. Within 45 days after receipt of the proposal, the Advisory Board shall submit a report to the City Council that:

a. Recommends any modifications to the proposal;

b. Recommends any limits on the types of agriculture production to be allowed in the agriculture protection area;

c. Analyzes and evaluates the proposal by applying the criteria contained in section 10-21-6 of this chapter;

d. Analyzes and evaluates any objections to the proposal; and

e. Includes a recommendation to the City Council to either accept, accept and modify, or reject the proposal.

C. *Failure to submit report.* If the Planning Commission or the Advisory Board fail to submit a report within 45 days, the City Council shall consider their failure to report as an approval of the proposal.

Sec. 10-21-5. City Council review and action.

A. *Procedure.* City Council review and procedures are the same as for a zone change as set forth in section 10-7-7 of this title.

B. *Filing executed documents.* In order to give constructive notice of the existence of an agriculture protection area to all persons who have, may acquire or may seek to acquire an interest in land in or adjacent to an agriculture protection area, within ten days of the creation of an agriculture protection area, the City Council shall file an executed document containing a legal description of the agriculture protection area with the county recorder of deeds and the Planning Commission.

C. *Written notice.* Within ten days of the recording of an agriculture protection area, the City Council shall send written notification to the [state] commissioner of agriculture that the agriculture protection area has been created. The following shall be included in the notification:

1. The number of landowners owning land within the agriculture protection area;

2. The total acreage of the area;

3. The date of approval of the area; and

4. The date of recording.

Sec. 10-21-6. Criteria in evaluating proposals.

In evaluating a proposal and in determining whether or not to create or recommend the creation of an agriculture protection area, the Advisory Board, Planning Commission and City Council shall apply the following criteria:

A. *Use of land.* Whether or not the land is currently being used for agriculture production;

B. *Zoning.* Whether or not the land is zoned for agricultural use;

C. *Viability.* Whether or not the land is viable for agricultural production;

D. *Improvements.* The extent and nature of existing or proposed farm improvements; and

E. *Trends anticipated.* Anticipated trends in agricultural and technological conditions.

Sec. 10-21-7. Adding, removing land from area.

A. *Adding.*

1. Any owner may add land to an existing agriculture protection area by:

a. Filing a proposal with the City Council; and

b. Obtaining approval of the City Council for the addition of the land to the area.

2. The City Council shall comply with the provisions for creating an agriculture protection area in determining whether or not to accept the proposal.

B. *Removal.*

1. Any owner may remove land from an agriculture protection area by filing a petition for removal of the land from the agriculture protection area with the City Council;

2. The City Council shall:

a. Grant the petition for removal of land from an agriculture protection area even if removal of the land would result in an agriculture protection area of less than the number of acres established by this chapter as the minimum; and

b. In order to give constructive notice of the removal to all persons who have, may acquire or may seek to acquire an interest in land in or adjacent to the agriculture protection area and the land removed from the agriculture protection area, file a legal description of the revised agriculture protection area with the county recorder of deeds and the Planning Commission.

c. The remaining land in the agriculture protection area is still an agriculture protection area.

Sec. 10-21-8. Review of areas.

A. *Required.* The City Council shall review any agriculture protection area created under the authority of this chapter in the twentieth calendar year after it is created.

B. *Action.*

1. In the twentieth year, the City Council shall:

a. Request the Planning Commission and Advisory Board to submit recommendations about whether the agriculture protection area should be continued, modified or terminated;

b. At least 120 days before the end of the calendar year, hold a public hearing to discuss whether the agriculture protection area should be continued, modified or terminated;

c. Give notice of the hearing using the same procedures required by subsection 10-21-5B of this chapter; and

d. After the public hearing, continue, modify or terminate the agriculture protection area.

2. If the City Council modifies or terminates the agriculture protection area, it shall file an executed document containing the legal description of the agriculture protection area with the county recorder of deeds.

C. *Failure to act.* If the City Council fails to affirmatively continue, modify or terminate the agriculture protection area in the twentieth calendar year, the agriculture protection area is considered to be reauthorized for another 20 years.

Sec. 10-21-9. Protection of land.

A. *Property taxes.* Any land placed in an agriculture protection area shall be subject to the provisions of Utah Code Annotated title 59, chapter 2, part 5, Farmland Assessment Act.

B. *Limitations on local regulations.*

1. It shall be the policy of the City to encourage the continuity, development and viability of agriculture within the area by not enacting local laws, ordinances or regulations that would unreasonably restrict

farm structures or farm practices within the area unless those laws, ordinances or regulations bear a direct relationship to public health or safety.

2. The City Council may not change the zoning designation of land within an agriculture protection area unless it receives written approval for the change from all the landowners within the agriculture protection area.

C. *Nuisances.*

1. To the extent deemed necessary or desirable, the City Council shall ensure that any of its laws or ordinances that define or prohibit a public nuisance exclude from the definition or prohibition any agricultural activity or operation within an agriculture protection area conducted using normal farming methods unless that activity or operation bears a direct relationship to public health or safety.

2. In a civil action for nuisance involving agriculture activities, it is a complete defense if:

a. The agriculture activities were conducted within an agriculture protection area; and

b. The agriculture activities were not in violation of any federal, state or local law or regulation relating to the alleged nuisance, and were conducted according to sound agricultural practices.

3. For each new subdivision development located in whole or in part within 300 feet of the boundary of an agriculture protection area, the owner of the development shall provide notice on any plat filed with the county recorder the following notice:

Agriculture protection area

This property is located in the vicinity of an established agriculture protection area in which normal agricultural uses and activities have been afforded the highest priority use status. It can be anticipated that such agricultural uses and activities may now or in the future be conducted on property included in the agriculture protection area. The use and enjoyment of this property is expressly conditioned on acceptance of annoyance or inconvenience which may result from such normal agricultural uses and activities.

D. *Eminent domain restrictions.*

1. *Approval required.* A political subdivision having or exercising eminent domain powers may not condemn for any purpose any land within an agriculture protection area that is being used for agriculture production unless it has obtained approval of the City Council and the Advisory Board according to the procedures and requirements of this section.

2. *Notice.* Any condemner wishing to condemn property within an agriculture protection area shall file a notice of condemnation with the City Council and the agriculture protection area's Advisory Board at least 30 days before filing an eminent domain complaint.

3. *Actions required of council and board.* The City Council and the Advisory Board shall:

a. Hold a joint public hearing on the proposed condemnation;

b. Publish notice of the time, date, place and purpose of the public hearing in a newspaper of general circulation within the City; and

c. Post notice of the time, date, place and purpose of the public hearing in three conspicuous public places within the City.

4. *Approval conditions.*

a. If the condemnation is for highway purposes or for the disposal of solid or liquid waste materials, the City Council and the Advisory Board may approve the condemnation only if there is no

reasonable and prudent alternative to the use of the land within the agriculture protection area for the project.

b. If the condemnation is for any other purpose, the City Council and the Advisory Board may approve the condemnation only if:

(1) The proposed condemnation would not have an unreasonably adverse effect upon the preservation and enhancement of agriculture within the agriculture protection area; or

(2) There is no reasonable and prudent alternative to the use of the land within the agriculture protection area for the project.

5. *Decision; failure to act.*

a. Within 60 days of receipt of the notice of condemnation, the City Council and the Advisory Board shall approve or reject the proposed condemnation.

b. If the City Council and the Advisory Board fail to act within the 60 days, the condemnation shall be considered approved.

6. *Violations prohibited; action to enjoin.* The City Council or the Advisory Board may request the City Attorney to bring an action to enjoin any condemner from violating any provisions of this subsection.

E. *Restrictions on state development projects.*

1. Each state agency that plans any development project that might affect land within an agriculture protection area shall submit its development plan to the state commissioner of agriculture and the agriculture protection area's Advisory Board for their review.

2. The state commissioner of agriculture and the agriculture protection area's Advisory Board shall:

a. Review the state agency's proposed development plan; and

b. Recommend any modifications to the development project that would protect the integrity of the agriculture protection area or that would protect the agriculture protection area from nonfarm encroachment.

Cindy Beteag

From: Stephen Nelson
Sent: Monday, October 03, 2022 8:12 AM
To: Cindy Beteag; David Sanders; David Hirschi; Doug Heideman; Joseph Prete; Kaden DeMille; Kevin Thomas; Nanette Billings
Subject: FW: Letter to coding commission

City Council,

Please see the public comment that came in over the weekend.

Stephen Nelson, AICP
Hurricane City
Planning Director
(435) 635-2811

PLANNING & ZONING
HURRICANE CITY
UTAH

From: travis dickey [redacted]
Sent: Saturday, October 1, 2022 10:50 PM
To: Stephen Nelson <stephen@cityofhurricane.com>
Subject: Re: Letter to coding commission

Dear Hurricane City Representatives,

I write this letter in light of the RA coding on not just the size of my half acre lot, but in convenience of all Hurricane city homeowners. I have currently submitted for a permit on an addition to my primary structure and also my secondary structure. The addition I'm seeking for my primary structure surpasses the allowed distance from structure to the back side property line by 5 feet, being at 25 feet instead of the code of 30 feet. This has created hoops to jump through and extra time and money on my behalf to try and navigate the possibility of receiving permission to execute this project, and I'm certain other Hurricane residents have experienced this same process in their remodel/addition endeavors. I understand the importance of codes and being consistent with the rules in place which is why I'm hoping the City of Hurricane coding and planing committee will consider changing the allowed distance from the structure to the back side property line from 30 feet to 15 feet. I believe 15 feet is an adequate buffer for not only comfort, but privacy of one's back yard as well. I'm extremely satisfied with the coding of having 10 feet from the structure to the side yard property line, that gives at least a 20 foot minimum buffer zone of privacy and comfort from neighbor to neighbor at the side yard coding allowance. In light of those statistics, I believe the minimum possible distance of 25 feet from one's rear of their primary structure, to the potential neighbors side of their primary structure, should be strongly considered and reasoned with, especially with the fact of 2 adjoining properties that meet rear to rear will be a distance of 30 feet. Both being greater than the side yard allowance. With all do respect of the time and effort put into these decisions, I appreciate all involved. Hurricane has been an amazing place to raise my family, so thank you for that and I hope we can continue to find ways to make it better, together.

Sincerely,
A proud Hurricane City resident

Travis Dickey

Sent from Yahoo Mail for iPhone

On Friday, September 30, 2022, 11:35 AM, Stephen Nelson <stephen@cityofhurricane.com> wrote:

Travis,

Please see the attached agenda and the staff report for your variance request. Let me know if you have any questions.

Stephen Nelson, AICP

Hurricane City

Planning Director

(435) 635-2811

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

_____

Effective Date:_____

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the _____ day of _____, _____, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and _____, a _____, (the "Tenant").

RECITALS

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

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

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

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

1. Agreement to Lease and Operate Concession

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

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

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

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

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

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

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

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

3. Rent

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

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

2058 – 2063 .33

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

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

4. Tenant's Use of Premises and Airport

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. City's Rights and Obligations

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

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

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

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

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

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

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

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

other termination of this Agreement with respect to matters arising before such expiration or other termination. These duties shall apply whether or not the allegations made are proven to be true.

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

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

8. Assignment and Subleasing

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

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

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

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

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

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

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

11. Expiration or Termination

A. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same or (2) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (2), City may do so in any manner

acceptable to City pursuant to Section 10.B.~~If this Agreement terminates before the expiration date or it expires at the expiration date, Tenant may either: (i) transfer its interests in the Tenant Improvements to a party who, prior to such expiration, has been accepted by City, and has entered an agreement for the Premises that is acceptable to City; (ii) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same; (iii) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If tenant fails to remove any Tenant Improvements under this subsection (iii), City may do so in any manner acceptable to City pursuant to Section 10.B.~~

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

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

12. General Provisions

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

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

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

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

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

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

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

If to City:

Hurricane City
City Attorney

If to Tenant:

_____
_____

147 N. 870 W.
Hurricane, UT 84737

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

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

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

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

HURRICANE CITY

Nanette Billings, Mayor

TENANT

By:

Its:

Attest:

Cindy Beteag, City Recorder

Approved as to form:

Dayton Hall, City Attorney

SASO OPERATING AND LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

_____

Effective Date:_____

SASO OPERATING AND LEASE AGREEMENT

THIS SASO OPERATING AND LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the _____ day of _____, _____, by and between the Hurricane City, Utah, a Utah municipal corporation, (the "City") and _____, a _____, (the "Tenant").

RECITALS

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

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

WHEREAS, Tenant is qualified to provide services as a single aeronautical service operator ("SASO") as set forth herein and desires to lease certain real property at the Airport for the purpose of operating a SASO concession on the terms provided in this Agreement;

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

1. Agreement to Lease and Operate Concession

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

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

C. Construction of Tenant Improvements. Tenant shall construct or purchase and maintain continuous improvements on the leased Premises, which shall include a concrete pad, ~~including~~ an aircraft hangar, ~~and~~ fixtures, and any utilities as may be necessary for the Tenant's aviation related activities (referred to herein as the "Tenant Improvements"). Such Tenant li~~i~~mprovements must meet the Airport's Minimum Standards for Commercial Aeronautical Activities and Building Development Standards in effect as of the date of this Agreement. The Tenant agrees to submit plans/drawings of the proposed Tenant Improvements to City within eight (8) months of the execution date of this Agreement. Tenant shall be responsible to obtain and pay for proper building permits for the Tenant Improvements and comply with all the applicable ordinances of the City when planning and constructing the Tenant Improvements.

Tenant agrees to complete construction of the proposed Tenant Improvements within twenty four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The non-exclusive operation of a SASO concession providing at a minimum the following services (as they may be more specifically required under the Airport's Minimum Standards for Commercial Aeronautical Activities): _____
_____.
Tenant shall provide to City the make, model, and registration number of any aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises ("Aircraft").

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

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

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

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

3. Rent

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

Years	Rent amount per square foot		
2022 – 2027	.15	2058 – 2063	.33
2028 – 2033	.18		
2034 – 2039	.21		

2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

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

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

4. Tenant's Use of Premises and Airport

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

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

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

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

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

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

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

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

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

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a

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

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

(i) Airport Operations. Tenant shall occupy the Premises and shall operate at a minimum during normal scheduled business hours. Tenant shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport; Tenant shall not divert business to off-Airport locations or engage in discriminatory business practices; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

(ii) Concession Service Standard. Tenant's concession shall provide high quality services and facilities in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this concession shall exist only so long as the character of Tenant's facilities and services are consistent with such standard.

(iii) Complaints. Tenant shall respond in a prompt manner to questions and complaints regarding Tenant's operations when raised by Airport users or by City, and Tenant shall provide a timely resolution of such questions and complaints.

(iv) Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(v) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency, and shall ensure that Tenant's personnel are properly trained in the use of such safety items.

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

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

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

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

5. City's Rights and Obligations

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

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

C. City's Right to Relocate Tenant's Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant's Improvements from the Premises to a new location on the Airport property, or to a new location at a new airport if the City elects to relocate the Airport, which would be comparable to Tenants current leased Premises. Tenant shall bear the costs associated with relocating Tenant's Improvements and property to the new location.~~City will pay the reasonable costs that Tenant actually incurs to relocate Tenant's Improvements and any movable property associated with Tenant's permitted uses under this Agreement, to this new location.~~ City agrees to provide the Tenant with a new SASO Operating and Lease Agreement for the new location upon the same terms and conditions as are contained herein for the unexpired term of this Agreement.

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

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

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

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation

proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

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

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

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

8. Assignment and Subleasing

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

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same

terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

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

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

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences

performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

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

11. Expiration or Termination

A. Disposition of Tenant Improvements. Upon the termination of this Agreement before or on the expiration date, Tenant shall do one of the following at the option of City: (1) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to the City upon the City accepting the same or (2) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If Tenant fails to remove any Tenant Improvements under subsection (2), City may do so in any manner acceptable to City pursuant to Section 10.B.~~If this Agreement terminates before the expiration date or it expires at the expiration date, Tenant may either: (i) transfer its interests in the Tenant Improvements to a party who, prior to such expiration, has been accepted by City, and has entered an agreement for the Premises that is acceptable to City; (ii) surrender the Tenant Improvements to City if City has determined to accept the Tenant Improvements, with Tenant's rights, title, and interests in the Tenants Improvements being deemed transferred to City upon the City accepting the same; (iii) remove all Tenant Improvements from the Premises and Airport at Tenant's sole expense in a manner acceptable to City (and the obligations of section 6.A. shall apply to such removal). If tenant fails to remove any Tenant Improvements under this subsection (iii), City may do so in any manner acceptable to City pursuant to Section 10.B.~~

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

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

12. General Provisions

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

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

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

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

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

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

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

H. Governing Law, Venue, and Waiver of Jury Trial. This Agreement and the respective rights and obligations of the parties shall be governed by, interpreted, and enforced in accordance with the Laws of the State of Utah. Venue for any action arising out of or related to this Agreement or actions contemplated hereby may be brought in the United States District

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

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

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

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

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

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

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

O. Miscellaneous. The headings in this Agreement are provided for convenience only and do not affect this Agreement's construction or interpretation. All references to Sections are to Sections in this Agreement. Each provision to be performed by Tenant shall be construed as both a covenant and a condition. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. If Tenant

consists of more than one individual or entity, the obligations of all such individuals and entities shall be joint and several. References in this Agreement to any period of days shall mean calendar days unless specifically stated otherwise.

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

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

If to City:	If to Tenant:
Hurricane City City Attorney 147 N. 870 W. Hurricane, UT 84737	_____ _____ _____ _____

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

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

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

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

HURRICANE CITY	TENANT
_____	_____
Nanette Billings, Mayor	By:_____ Its:_____

Attest:

_____

Cindy Beteag, City Recorder

Approved as to form:

_____

Dayton Hall, City Attorney

PRIVATE HANGAR LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

_____

Effective Date:_____

PRIVATE HANGAR LEASE AGREEMENT

THIS PRIVATE HANGAR LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the _____ day of _____, _____, by and between Hurricane City, Utah, a Utah municipal corporation, (the "City") and _____, a _____, (the "Tenant").

RECITALS

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

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

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

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

1. Agreement to Lease and Operate Concession

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

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

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

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

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

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

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

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

3. Rent

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

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

2058 – 2063 .33

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

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

4. Tenant's Use of Premises and Airport

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. City's Rights and Obligations

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

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

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

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

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

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

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

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

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

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

8. Assignment and Subleasing

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

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

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

A. Tenant's Default. Each of the following events shall constitute a default or breach of this Agreement by the Tenant. (i) Tenant fails to timely pay any installment of rent; (ii) Tenant violates any requirement under this Agreement (including, but not limited to, abandonment of

the Premises) and fails to cure the same within sixty (60) days after written notice thereof by City to Tenant; (iii) Tenant assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Premises (except as expressly permitted in this Agreement); (iv) Tenant files a petition in bankruptcy, becomes insolvent, or has a petition filed against Tenant in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Tenant petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; or (vi) Tenant defaults in constructing a Tenant Improvement as provided for in this Agreement.

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

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

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

11. Expiration or Termination

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

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

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

12. General Provisions

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

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

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

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

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

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

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

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

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

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

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

submitted by Tenant in response to a solicitation by City, to the extent accepted by City, shall also be incorporated in this Agreement.

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

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

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

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

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

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

If to City:	If to Tenant:
Hurricane City City Attorney 147 N. 870 W. Hurricane, UT 84737	_____ _____ _____ _____

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

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

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

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

HURRICANE CITY	TENANT
_____	_____
Nanette Billings, Mayor	By:_____
	Its:_____

Attest:

_____
Cindy Beteag, City Recorder

Approved as to form:

_____
Dayton Hall, City Attorney

SASO OPERATING AND LEASE AGREEMENT

BETWEEN

HURRICANE CITY, UTAH

AND

_____

Effective Date:_____

SASO OPERATING AND LEASE AGREEMENT

THIS SASO OPERATING AND LEASE AGREEMENT (which, as amended from time to time, is defined herein as the ("Agreement") is entered into as of the _____ day of _____, _____, by and between the Hurricane City, Utah, a Utah municipal corporation, (the "City") and _____, a _____, (the "Tenant").

RECITALS

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

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

WHEREAS, Tenant is qualified to provide services as a single aeronautical service operator ("SASO") as set forth herein and desires to lease certain real property at the Airport for the purpose of operating a SASO concession on the terms provided in this Agreement;

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

1. Agreement to Lease and Operate Concession

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

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

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

construction of the proposed Tenant Improvements within twenty four (24) months from the date the building permit is issued.

D. Grant of Concession and Purpose of Agreement. Tenant agrees that it shall have the right, privilege, and obligation to use the Premises for the following purposes: The non-exclusive operation of a SASO concession providing at a minimum the following services (as they may be more specifically required under the Airport's Minimum Standards for Commercial Aeronautical Activities): _____
_____.
Tenant shall provide to City the make, model, and registration number of any aircraft owned or controlled by Tenant, or that are subject to an authorized sublease, that are based at the Premises ("Aircraft").

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

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

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

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

3. Rent

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

Years	Rent amount per square foot		
2022 – 2027	.15	2058 – 2063	.33
2028 – 2033	.18		
2034 – 2039	.21		

2040 – 2045	.24
2046 – 2051	.27
2052 – 2057	.30

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

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

4. Tenant's Use of Premises and Airport

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

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

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

D. Permits and Licenses. Tenant shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Tenant's use, occupancy, or operations at the Premises or the Airport. In the event that Tenant receives notice from any governmental authority that Tenant lacks, or is in violation of, any such permit or license, Tenant shall provide City with timely written notice of the same.

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

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

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

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

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

J. Maintenance, Repair, Utilities, and Storage. Tenant's use, occupancy, and operations at the Premises shall be without cost or expense to the City. Tenant shall be solely responsible to design and construct the Tenant Improvements and to maintain, repair, reconstruct, and operate the Premises and the Tenant Improvements at Tenant's sole cost and expense, including, but not limited to, all utility services, janitorial services, waste disposal, and ramp repair. Tenant shall at all times maintain the Premises and the Tenant Improvements in a

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

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

(i) Airport Operations. Tenant shall occupy the Premises and shall operate at a minimum during normal scheduled business hours. Tenant shall operate in a manner that promotes effective Airport operations. Among other things, Tenant shall immediately notify the Airport Manager of any condition observed at the Airport that may create a hazard or disruption; Tenant shall refrain from annoying, disturbing, or impairing Airport customers, tenants, or employees; Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport; Tenant shall not divert business to off-Airport locations or engage in discriminatory business practices; and Tenant shall promptly respond to City's requests for information and reasonable assistance in connection with planning and other operational matters at the Airport.

(ii) Concession Service Standard. Tenant's concession shall provide high quality services and facilities in a good and proper manner to effectively meet the needs of the public and City. The privilege to operate this concession shall exist only so long as the character of Tenant's facilities and services are consistent with such standard.

(iii) Complaints. Tenant shall respond in a prompt manner to questions and complaints regarding Tenant's operations when raised by Airport users or by City, and Tenant shall provide a timely resolution of such questions and complaints.

(iv) Emergencies. If City determines for any reason that emergency conditions exist at the Airport, Tenant shall participate in any emergency response as directed by City or other agency in charge and shall operate in a manner that protects safety and the interests of the public.

(v) Safety. Tenant shall maintain appropriate safety items at the Premises as may be required by the City, Local Fire Authority, or other governmental agency, and shall ensure that Tenant's personnel are properly trained in the use of such safety items.

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

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

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

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

5. City's Rights and Obligations

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

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

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

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

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

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

G. Condemnation. In the event that the demised Premises are condemned by any proper authority, the term of this lease will end on the date that Tenant is required to surrender possession of the Premises. Tenant shall be entitled to that portion of the condemnation proceeds attributable to the fair market value of any Tenant Improvements placed on the Premises by Tenant.

6. Indemnification

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

B. Waiver. Tenant assumes all risk of the use of the Premises and the Airport, and Tenant hereby knowingly, voluntarily, and intentionally waives any and all losses, liabilities, claims, and causes of action, of every kind and character, that may exist now or in the future (including, but not limited to, claims for business interruption and for damage to any aircraft) against City and its officers, employees, and volunteers arising from or related to Tenant's use, occupancy, or operations at the Premises or the Airport.

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

8. Assignment and Subleasing

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

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this

Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attorn to and pay rent to City if Tenant ceases to be a party to this Agreement. Tenant shall provide to City a copy of any sublease executed by Tenant. No sublease shall relieve Tenant of any obligations under this Agreement.

9. Damage and Destruction. If any portion of the Premises or the Tenant Improvements is damaged in any manner, Tenant shall promptly remove from the Airport all debris and cause repairs to be made to restore the same to an orderly and safe condition. All work shall be performed in accordance with plans and specifications that are approved by City as being consistent or better that the original improvements. Tenant shall follow City's policies and procedures regarding obtaining building permits as necessary.

10. Default

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

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

C. Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Tenant to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to

completion. In no event may Tenant terminate this Agreement or withhold the payment of rent or other charges provided for in this Agreement as a result of City's default.

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

11. Expiration or Termination

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

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

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

12. General Provisions

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

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

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

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

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

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

G. Attorneys Fees. If any action is brought to recover any rent or other amount under this Agreement because of any default under this Agreement, to enforce or interpret any of the provisions of this Agreement, or for the recovery of possession of the Premises, the party prevailing in such action shall be entitled to recovery from the other party(s) reasonable attorneys fees, court costs, the fees of experts and other professionals, and other costs arising from such action (including those arising from any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered. Tenant shall be responsible for all expenses, including but not limited to, attorney fees incurred by the City in any case or proceeding involving the Tenant or any permitted assignee of Tenant under or related to any bankruptcy or insolvency law. The provisions of this Section 12.G. shall survive any expiration or termination of this Agreement.

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

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

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

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

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

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

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

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

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

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

If to City:

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

If to Tenant:

_____
_____
_____
_____

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

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

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

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

HURRICANE CITY

_____
Nanette Billings, Mayor

TENANT

_____
By:_____
Its:_____

Attest:

_____
Cindy Beteag, City Recorder

Approved as to form:

_____
Dayton Hall, City Attorney

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY PLAT APPLICATION

For office use only: $150.00 Fee
File No. 2022-PP-20
Receipt No. 8-160765

Name: Southern Dunes Townhomes Telephone: _____

Address: 4061 South 2420 East, St. George, UT 84790 Fax No. _____

Email: anthonyboc1@gmail.com Agent Email: bobh@bushandgudgell.com

Agent (If Applicable): Bush & Gudgell, Inc. Telephone: 435-673-2337

Address/Location of Subject Property: SE ¼ Section 29, T42S, R13W

Tax ID of Subject Property: H-3400-O and H-3400-N Zone District: R1-10

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

_____

Submittal Requirements: The preliminary plat application shall provide the following:

____ 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- ____ a. The proposed name of the subdivision.
- ____ b. The location of the subdivision, including the address and section, township and range.
- ____ c. The names and addresses of the owner or subdivider, if other than the owner.
- ____ d. Date of preparation, and north point.
- ____ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

____ 2. Existing Conditions: The preliminary plat shall show:
- ____ a. The location of the nearest monument.
- ____ b. The boundary of the proposed subdivision and the acreage included.
- ____ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ____ d. The location, width, and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ____ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ____ f. Existing sewers, water mains, culverts, or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.
- ____ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

____ h. Contours at vertical intervals not greater than five (5) feet.
____ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock, and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.
____ j. Information on whether property is located in desert tortoise take area

_____3. Proposed Plan: The subdivision plans shall show:
____ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys, and easements.
____ b. The layout, numbers, and typical dimensions of lots.
____ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
____ d. Easements for water, sewers, drainage, utilities, lines and other purposes.
____ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)
____ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.
____ g. Approximate radius of all center line curves on highways or streets.
____ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)
____ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.
____ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
____ k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.
____ l. Will this subdivision be phased? If yes show possible phasing lines.
____ m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

_____4. Required copies of plans:
____ a. Three copies of all full-scale drawings
____ b. One copy of each drawing on a 11 x 17-inch sheets. (8 ½ x 11 is acceptable if the project is small and the plans are readable at that size).

_____ 5. Warranty deed or preliminary title report or another document (see attached Affidavit) showing evidence that the applicant has control of the property
_____ 6. Signed and notarized Acknowledgement Water Supply (see attached)

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than 12:00 (noon) 20 full calendar days before the Planning Commission meeting at which you plan for your application to be heard.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

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

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-38
Receipt No. 8-160766

Name: Southern Dunes Townhomes Telephone: _____

Address: 4061 South 2420 East, St. George, UT 84790 Fax No. _____

Email: anthonyboc1@gmail.com Agent Email: bobh@bushandgudgell.com

Agent (If Applicable): _____ Telephone: 435-673-2337

Address/Location of Subject Property: SE ¼ Section 29, T42S, R13W

Tax ID of Subject Property: H-3400-O and H-3400-N Zone District: R1-10

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

_____

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
____ 7. Signed and notarized Acknowledgment Water Supply (see attached)

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: _____

DOC ID 20220027445

Warranty Deed Page 1 of 1
Gary Christensen Washington County Recorder
05/20/2022 02:05:09 PM Fee $40.00 By AMERICAN SECURE TITLE TREMONTON

ORDER NO. 176531A/T

WHEN RECORDED MAIL DOCUMENT
AND TAX NOTICE TO:
RANLIFE HOMES CORDERO, LLC
9272 South 700 East
Sandy, UT 84070

WARRANTY DEED

RIVER VALLEY DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY

Grantor,

Grantor, organized and existing under the laws of the State of Utah with it's principal office at 470 NORTH 2450 WEST, TREMONTON, County of BOX ELDER, State of UTAH
hereby CONVEYS and WARRANTS to

RANLIFE HOMES CORDERO, LLC

Grantee,

of Sandy, County of Box Elder , State of Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON county, State of UT, to-wit

All of the North 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 42 South, Range 13 West, of the Salt Lake Base and Meridian.
LESS THAT PORTION LYING WITHIN 2600 WEST

H-3400-N

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2022 taxes and thereafter.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under Resolution adopted by the Manager/Member(s) of the Grantor at a lawful meeting held and attended by a quorum.
In witness whereof, the Grantor has caused its Limited Liability Company name and seal to be hereunto affixed by its duly authorized Members, this 19 day of May, 2022.

RIVER VALLEY DEVELOPMENT, LLC, a Utah Limited Liability Company

BY:_____
BOYD COOK, AUTHORIZED SIGNATORY

STATE OF UTAH)
: ss.
COUNTY OF BOX ELDER)

On the 19 day of May, 2022, personally appeared before me BOYD COOK, who being duly sworn, did say that he/she is the AUTHORIZED SIGNATORY of RIVER VALLEY DEVELOPMENT, LLC, a Utah Limited Liability Company, by authority of its Articles of Organization and duly acknowledged to me that the said Limited Liability Company executed the same.

Melisa Kim Yen Casselman
Notary Public, State of Utah
Commission # 720009
My Commission Expires
August 20, 2025

_____
Notary Public
My Commission Expires: 08/20/2025
Residing at: Plymouth, Utah

DOC ID 20220034964

Special Warranty Deed Page 1 of 3
Gary Christensen Washington County Recorder
07/12/2022 04:38:48 PM Fee $40.00 By US TITLE INSURANCE AGENCY

When Recorded, Mail To:

Kirton McConkie
Attn: R. Gary Winger
50 E. South Temple, Suite 400
Salt Lake City, Utah 84111

Tax Parcel No. H-3400-D

[Space Above for Recorder's Use]

SPECIAL WARRANTY DEED

KOBALT DEVELOPMENT GROUP, L.L.C., a Utah limited liability company ("**Grantor**"), does hereby convey to CAPITOL PROPERTIES ONE, LLC, a Utah limited liability company, whose address is 2880 S. Main St. Ste. 100, Salt Lake City, UT 84115 ("**Grantee**"), for the sum of Ten Dollars ($10.00) and other good and valuable consideration, a two-ninths (2/9) tenancy-in-common interest in the real property located in Washington County, State of Utah, and more particularly described on Exhibit A, which is attached hereto and incorporated herein by reference (the "Property") and Grantor warrants against all claiming by, through, or under it. Grantor hereby retains the remaining seven-ninths (7/9) interest in the Property as a tenant-in-common with Grantee.

The foregoing conveyance includes a two-ninths (2/9) tenancy-in-common ownership in all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, including but not limited to easements and rights-of-way over adjoining property, which easements and rights-of-way are appurtenant to the real property described on Exhibit A, and all of Grantor's interest in and to any land lying in the bed of any body of water, waterway or public street, public road or public avenue in front of or adjoining the land, and all of Grantor's interest in and to oil, gas, geothermal, water and mineral rights, wells, and all water rights appurtenant to the Property described on Exhibit A, which is attached hereto and incorporated herein by reference.

WITNESS the hand of said Grantor this 30th day of June, 2022.

KOBALT DEVELOPMENT GROUP, L.L.C.
a Utah limited liability company

By: _____
Name: Kay C Barton
Its: Manager

4858-8294-0453.v1

20220034964 07/12/2022 04:38:48 PM
Page 2 of 3 Washington County

Unofficial Copy

CERTIFICATE OF ACKNOWLEDGEMENT OF NOTARY PUBLIC

STATE OF Utah)
: ss
COUNTY OF Salt Lake)

On this 30th day of June, 2022, personally appeared before me Kay C. Barton, the manager of KOBALT DEVELOPMENT GROUP, L.C., a Utah limited liability company, known or satisfactorily proved to me to be the person who signed the foregoing instrument.

STEPHANIE W. COUSINS
Notary Public State of Utah
My Commission Expires on:
January 28, 2023
Comm. Number: 704273

NOTARY PUBLIC
My Commission Expires: 1/28/23

SEAL

Unofficial Copy

EXHIBIT A
DESCRIPTION OF REAL PROPERTY

KOBALT DEVELOPMENT GROUP, LLC

of SALT LAKE CITY, County of SALT LAKE CITY, State of UTAH, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON county, State of UT, to-wit.

All of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 29, Township 42 South, Range 13 West, of the Salt Lake Base and Meridian.
LESS THAT PORTION LYING WITHIN 2600 WEST

AGEC
Applied GeoTech

July 29, 2022

RANlife Homes
9272 South 700 East
Sandy, Utah 84070

Attention: Anthony Bochino
Email: anthonyboc1@gmail.com

Subject: Geotechnical Consultation
Codero Subdivision
Hurricane, Utah
AGEC Project No. 2220977

Applied Geotechnical Engineering Consultants, Inc., (AGEC) was requested to conduct a geotechnical investigation for the proposed Codero Subdivision located in Hurricane, Utah. The study is currently in progress. We have scheduled to excavate 8 exploratory test pits across the 40-acre development. A final report will be provided upon completion of the study. The report summarizes the work to date and the conditions of the site along with conclusions to the suitability of the property for the proposed development.

Site Conditions

The property is located west of the Southern Shores Ski Lake Community project in south Hurricane. The property consists of undeveloped property. There is vacant property to the west, north and south.

The property slopes down to the north with approximately 30 feet of elevation change. . The property is moderately covered with small brush and grasses infilled with wind blown sand and silt.

Geology

AGEC has reviewed the available literature for the property including the following:

Literature Document No. 1: Geologic Map of the Hurricane 7.5' Quadrangle, Washington County, Utah, Map M-187, 2003, Robert F. Biek.

Literature Document No. 2: Geologic Hazards and adverse Construction Conditions, St. George-hurricane Metropolitan Area, Washington County, Utah, SS-127, 2008, Lund etal.

Based on the literature review the following conclusions are made:

1. There is minor amounts of wind blown or aeolian type deposits overlying the basalt with greater amounts along the south end of the site.
2. There are not faults on or near the property. The nearest fault, the Hurricane Fault is on the order of 1.9 miles to the east.
3. There is also shallow hard rock anticipated below the surface sands.

Anticipated Subsurface Conditions

AGEC is in the process of completing 8 test pits (explorations) as shown below. AGEC has also reviewed previous geotechnical studies in the area including:

1. Romney Study – Larger parcel that included this parcel.
2. 100 Acre Study to the south

Based on our experience and review of the property, the subsurface conditions are anticipated to consist of silty sand (wind blown) overlying caliche and/or sandstone bedrock.

Groundwater was not encountered during previous investigations, nor anticipated throughout the property.

Proposed Construction

The property consists of approximately 40 acres and is to be developed with single family residences. There will be public improvements throughout the property.

Conclusions

Based on the review of the various items noted above, the following conclusions are noted:

1. The site is suitable for the proposed development. No geologic hazards other than hard rock for excavation purposes are noted on the property.

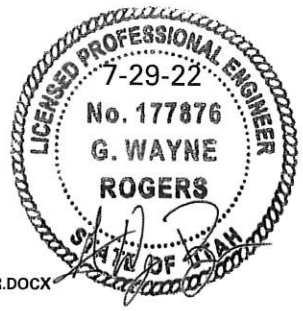
2. The site will require cuts and fills. The on-soils and bedrock may be used as fill materials.

Limitations

AGEC will be providing a final report upon completion of the field exploration and the necessary laboratory testing. The information within this report may be used for review and preliminary design details.

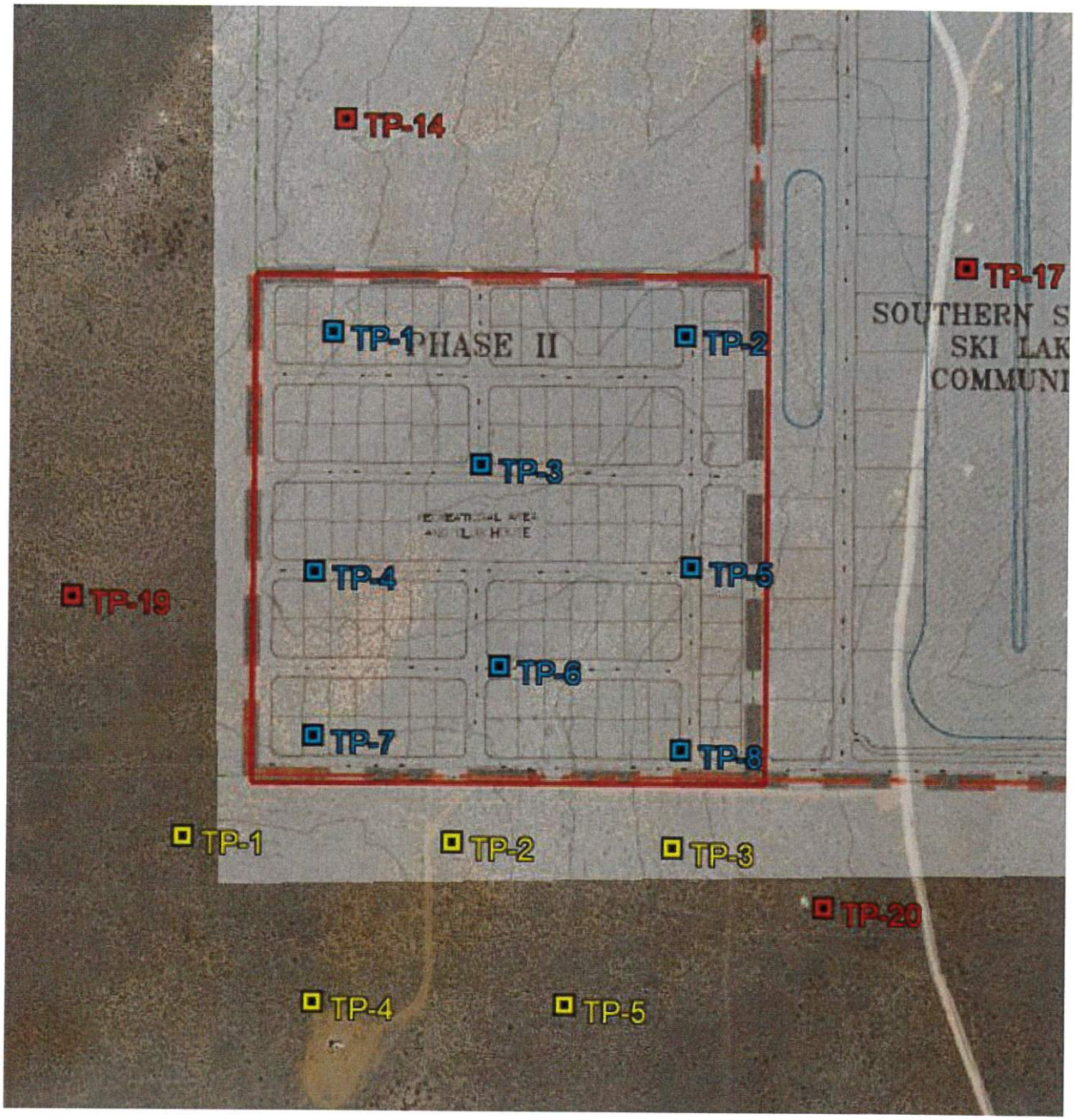
Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



G. Wayne Rogers, P.E.

P:\2022 PROJECT FILES\2220900\2220977 - GT CORDERO SUBDIVISION (40 ACRES)\GEOTECHNICAL CONSULTATION LETTER.DOCX



Yellow TP- indicates test pits from 100 Acre Study
Red TP- indicates test pits from Romney Study
Blue = test pits this study

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

July 29, 2022

To Whom It May Concern:

Rainlife Homes Cordero LLC (the "Developer") has requested a culinary water will serve letter for the subdivision known as **Southern Dunes Vacation Townhomes**, located at approximately **2600 W Cliff View Drive** in Hurricane, Utah (the "Project").

Infrastructure

The City currently has infrastructure to supply culinary water in the general area of the Project. However, Developer will be responsible to connect the Project to the existing water infrastructure, including the installation of infrastructure in dedicated public streets and as otherwise required to meet City standards. In addition, Developer may be required to obtain and supply a hydraulic water study to ensure the waterline will deliver required fire flows. A looped water system may be required.

Water Supply

As of the date of this letter, the city has adequate water to supply water to **345** residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,

Ken Richins
Water Department Superintendent

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

July 29, 2022

Bush & Gudgell, Inc
Ryan Lay
and
Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: Southern Dunes Vacation Townhomes

Stephen,

There is sewer capacity for this project. Connectivity will need to be in 2600 West to Copper Rock Parkway. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Gary Wilcox
Inspections Department
Ash Creek Special Service District

AGEC
Applied GeoTech

July 29, 2022

RANlife Homes
9272 South 700 East
Sandy, Utah 84070

Attention: Anthony Bochino
Email: anthonyboc1@gmail.com

Subject: Geotechnical Consultation
Codero Subdivision
Hurricane, Utah
AGEC Project No. 2220977

Applied Geotechnical Engineering Consultants, Inc., (AGEC) was requested to conduct a geotechnical investigation for the proposed Codero Subdivision located in Hurricane, Utah. The study is currently in progress. We have scheduled to excavate 8 exploratory test pits across the 40-acre development. A final report will be provided upon completion of the study. The report summarizes the work to date and the conditions of the site along with conclusions to the suitability of the property for the proposed development.

Site Conditions

The property is located west of the Southern Shores Ski Lake Community project in south Hurricane. The property consists of undeveloped property. There is vacant property to the west, north and south.

The property slopes down to the north with approximately 30 feet of elevation change. . The property is moderately covered with small brush and grasses infilled with wind blown sand and silt.

Geology

AGEC has reviewed the available literature for the property including the following:

Literature Document No. 1: Geologic Map of the Hurricane 7.5' Quadrangle, Washington County, Utah, Map M-187, 2003, Robert F. Biek.

Literature Document No. 2: Geologic Hazards and adverse Construction Conditions, St. George-hurricane Metropolitan Area, Washington County, Utah, SS-127, 2008, Lund etal.

Based on the literature review the following conclusions are made:

1. There is minor amounts of wind blown or aeolian type deposits overlying the basalt with greater amounts along the south end of the site.
2. There are not faults on or near the property. The nearest fault, the Hurricane Fault is on the order of 1.9 miles to the east.
3. There is also shallow hard rock anticipated below the surface sands.

Anticipated Subsurface Conditions

AGEC is in the process of completing 8 test pits (explorations) as shown below. AGEC has also reviewed previous geotechnical studies in the area including:

1. Romney Study – Larger parcel that included this parcel.
2. 100 Acre Study to the south

Based on our experience and review of the property, the subsurface conditions are anticipated to consist of silty sand (wind blown) overlying caliche and/or sandstone bedrock.

Groundwater was not encountered during previous investigations, nor anticipated throughout the property.

Proposed Construction

The property consists of approximately 40 acres and is to be developed with single family residences. There will be public improvements throughout the property.

Conclusions

Based on the review of the various items noted above, the following conclusions are noted:

1. The site is suitable for the proposed development. No geologic hazards other than hard rock for excavation purposes are noted on the property.

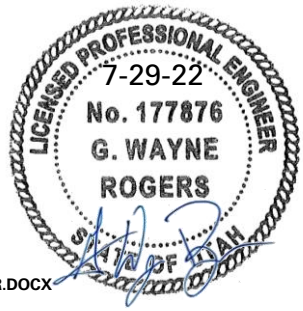
2. The site will require cuts and fills. The on-soils and bedrock may be used as fill materials.

Limitations

AGEC will be providing a final report upon completion of the field exploration and the necessary laboratory testing. The information within this report may be used for review and preliminary design details.

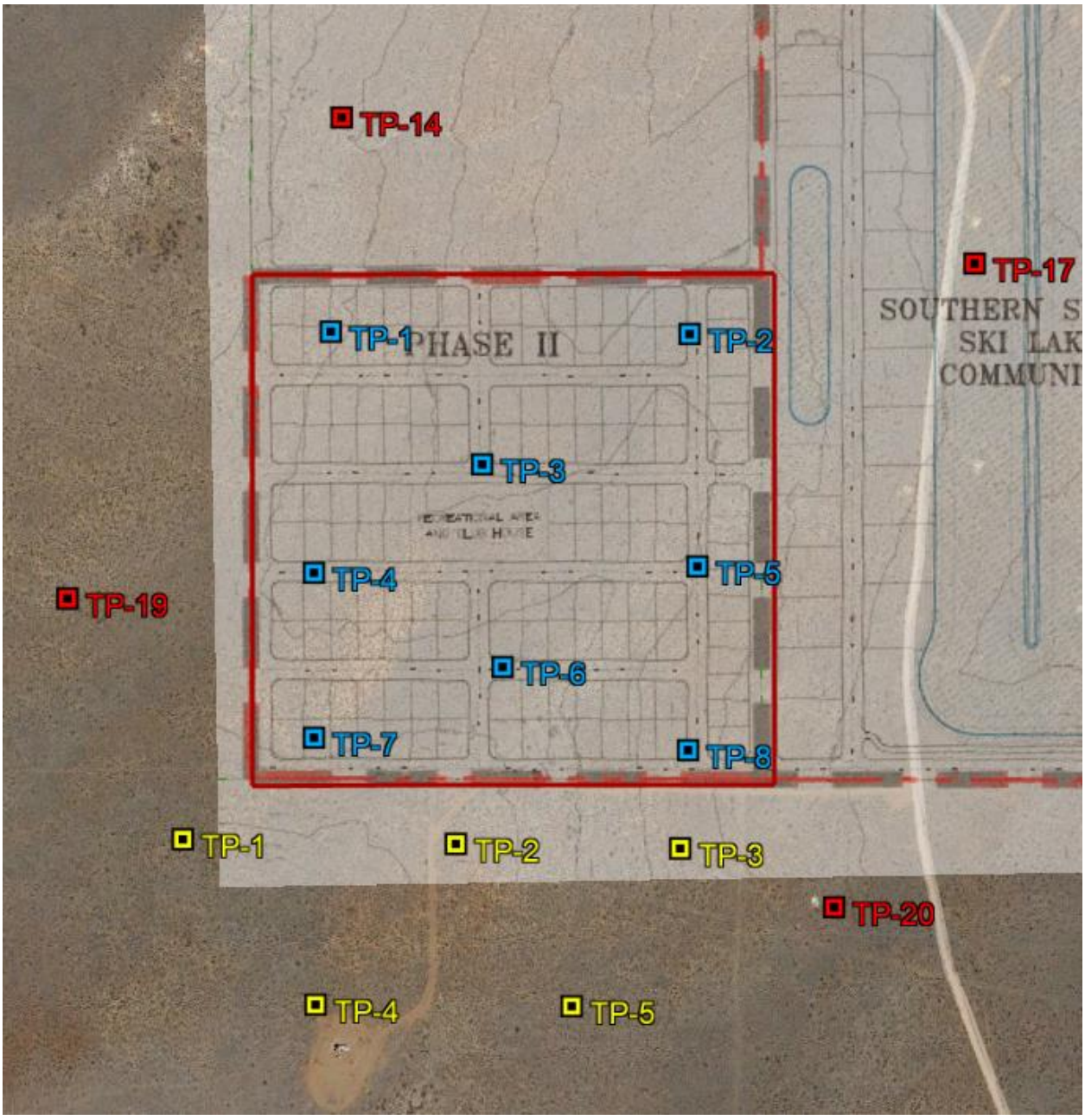
Sincerely,

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.



G. Wayne Rogers, P.E.

P:\2022 PROJECT FILES\2220900\2220977 - GT CORDERO SUBDIVISION (40 ACRES)\GEOTECHNICAL CONSULTATION LETTER.DOCX



Yellow TP- indicates test pits from 100 Acre Study
Red TP- indicates test pits from Romney Study
Blue = test pits this study

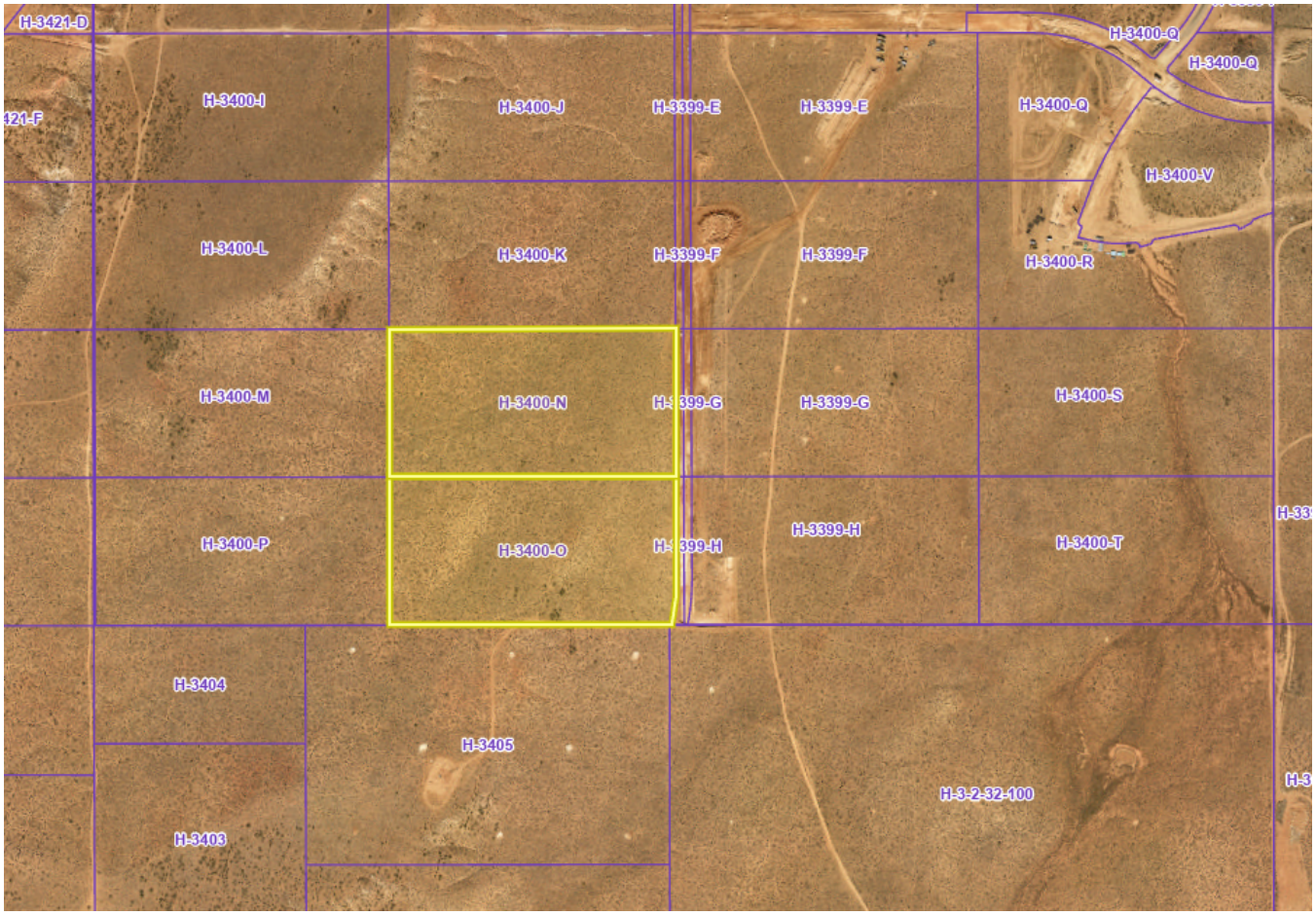
PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**09/22/2022**
Application Number:	2022-PP-20 2022-PSP-38
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Southern Dunes Townhomes
Agent:	Bush & Gudgell, Inc
Request:	Approval of a Preliminary Plat and Site Plan
Location:	2600 W 4200 S
Zoning:	Recreation Resort
General Plan Map:	Planned Community

Update
The Planning Commission continued this item at the last meeting for the items contained within this report. The application has provided an updated site plan and responses letter on Monday, Sept 19. This update has been included in the packet but is not reflected in the report below.

Discussion:
The applicant has filed a preliminary plat for Southern Dunes Townhomes within the Cordero development. The applicant is proposing 345 resort townhome units for a density of about 8.63 units per acre. The Cordero development, as approved in 2020 is split into three sections with different zonings: the west side is zoned Recreation Resort (Southern Dunes), the middle section is zoned R1-10 (Southern Shores) and the east side is zoned R1-6 (Cordero). A development agreement governs this development that limits the overall unit count to 700 units across all three sections. This preliminary plat will complete the preliminary plat process for the entire development. Utilities are still scarce throughout the region so any approval should be contingent on the developer being able to supply adequate services to the property.



JUC Comments
The following items will need to be addressed:

1. **Public Works:** Must dedicate and improve 2600 W. Must obtain full ROW for 2600 W and utilities.
2. **Power:** "At this time, the City's power grid is inadequate to support all of the development planned in the area south of 2700 South Street. Although the Power Department has plans to expand and enhance its system to supply adequate power to this area, those plans are subject to funding limitations, the City's acquisition of easements and rights-of-way, the availability of materials, and other limitations. Therefore, the Power Department cannot presently guarantee that it can provide power to all of the development planned in this area, which includes this proposed development."
3. **Sewer:** No comments
4. **Street:** Do these units have garages? Driveways for parking? On street parking?
5. **Water:** Water model needed. Public or private streets? Private streets require ductile iron piping
6. **Engineering:** It appears this development is located in the FH110 subbasin of the Hurricane Storm Drain Master Plan and stormwater from this development will eventually drain to the open channel along 2100 W. The drainage study for this development should elaborate on how. Avoid block lengths greater than 800' stub roadways accordingly. Verify corner lot driveways are out of sight distance triangles. 4300 S is a master-planned 84' ROW with trails on the north and

south sides. 2600 W is a master-planned 77' ROW with a trail on the west side that will need to be dedicated at this time. For some reason the current ROW dedication for 2600 W shows a curve in the southeast corner of this development; the road needs to be straight through here.

7. **Fire:** Need second access and buildings to be sprinkled
8. **Cable:** Add Centurylink fiber optic notes for construction drawings
9. **Gas**: No comments.
10. **Water Conservancy:** No comments

Staff Comments: Preliminary Site Plan and Plat

1. Zoning is a Recreation Resort and meets the density requirements of that zone.
    a. A "concept plan" that showed this area was submitted as part of the zone change that happened in 2020, before the requirements of the Recreation Resort zone were changed. Due to the fact that this previous plan was both substantially different than what is being proposed here and was not part of an official application this will be reviewed under HCC 10-26 as amended under Ordinance No. 2021-09
2. The development is partly governed by a development agreement which capped the total number of lots at 700 for the whole area. The development agreement required preliminary plats to list the number of lots that have been approved for the full Cordero development. This table is not provided. However, this plat plus the other approved preliminary plats add up to 691 units.
3. Staff would assume that all streets and alleyways not specifically marked "public" are private. This should be made more clear on the plat.
4. **Parking:** Per HCC 10-26-6: *"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."*
    a. It appears from the site plan that the townhome units will have garages and driveways such to meet this code but this should be called out
    b. RV/trailer spaces are also required at a rate of one space per five units. 69 spaces are required and approximately 130 are provided
    c. On-street parking is shown on Road F and Road G. On-street parking is allowed in Recreation Resort zoning, however the code states, "*Parking areas shall be located 50 feet away from any intersection of public roadways."* These parking spaces do not meet this standard
5. **Amenities:** Per HCC 10-26-4: two clubhouses with at least 2,000 sq ft of total nonoffice space and four pools of at least 2,000 sq ft are required. The proposed site plan shows two "amenity areas" and one pool. More details are required on the proposed amenities. The Planning Commission may approve consolidated amenities if it leads to a better amenity area. A Pool, club house and on-site management will need to be in place within the first phase of development.
6. **Block lengths and connectivity:** Per Hurricane City Design Standards: "*When designing local road networks, block lengths without an intervening connector street shall not exceed eight hundred feet (800') in length unless previous approval has been obtained from the City Engineer. Cul-de-sacs are not considered an intervening connecting street."* Several blocks do not meet this standard on one side or another.
    a. This site plan appears to only show alleyway access to the property to the north and limited street access to the property to the west. The Preliminary Site Plan for Sand

Hollow Mesa Neighborhoods 7 and 8 shows full street access to this property at approximately the points these alleyways are shown.

b. The applicant should provide better connection to the surrounding property to
   i. Cut down on block lengths
   ii. Provide better transportation and utility connections with adjacent properties.

c. Connecting Streets: Hurricane City Code states the following for connectivity within subdivisions:

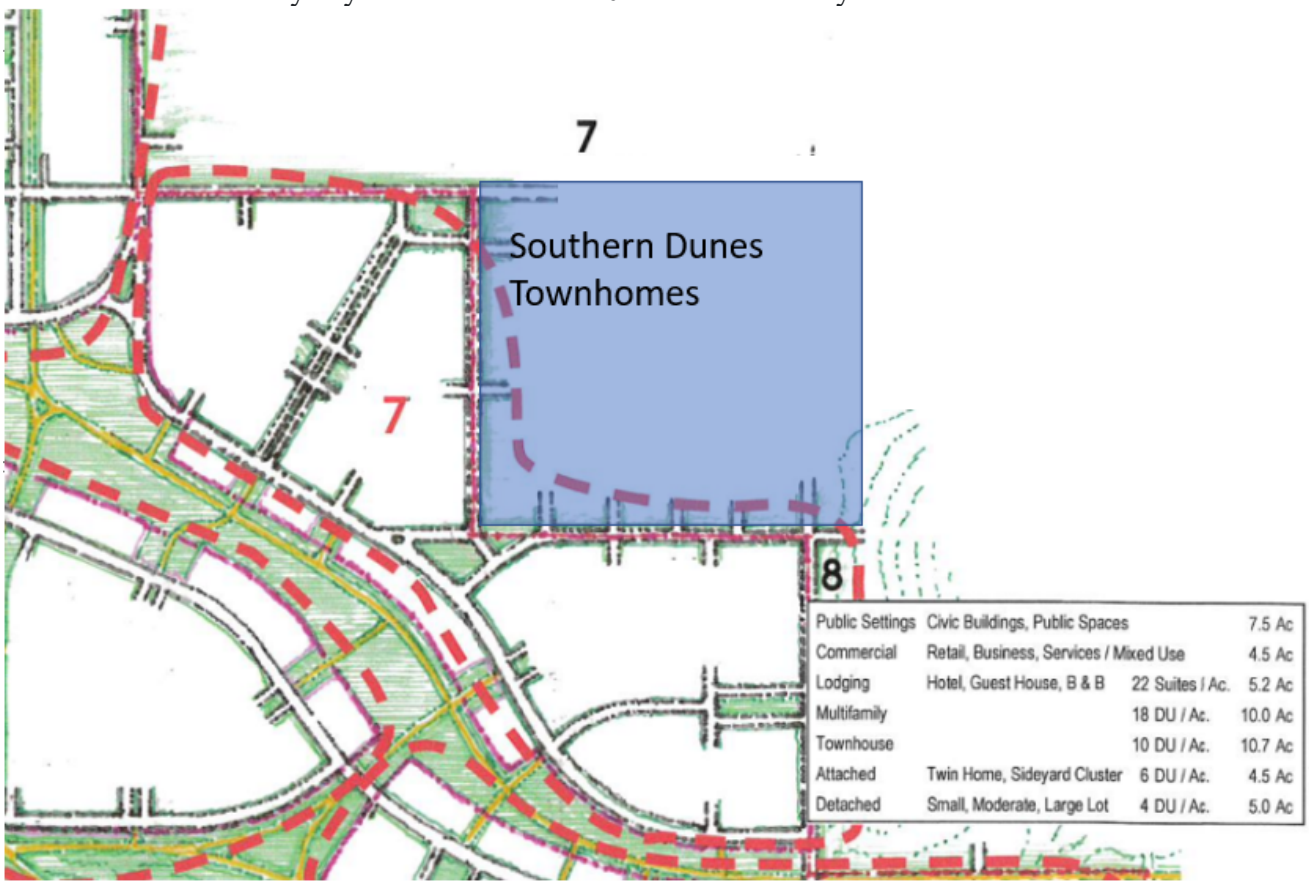
Sec. 10-39-11. - Subdivision streets and fencing.

A. Relation to adjoining street systems.

1. *The arrangements of streets in new subdivisions shall make provision for the continuation of the existing streets to adjoining areas insofar as such may be deemed necessary by the Planning Commission for public requirements. New streets within subdivisions shall not preclude future access to adjoining properties.*
2. *Standard residential streets shall approach the arterial or collector streets at an angle of not less than 80 degrees.*
3. *Except as otherwise provided elsewhere in this Code, all subdivision streets and roadways shall be constructed and installed in accordance with the City roadway construction standards.*

A couple of recommendations would be to have Road B connect all the way through the project. Have Road F make a connection to the North. Have Road D connect to the west.

d. All alleyways are shown to be 20’ wide which may not meet fire code.



Southern Dunes Townhomes location superimposed on the approved Sand Hollow Mesa site plan

7. All park strips will need to be landscaped and have the proper improvements.
8. A will serve letter from the culinary and sanitary water providers has been provided
9. A note indicating whether or not the property is in a tortoise take area has not been provided

Recommendation: Staff recommends the Planning Commission review this application based on standards with Hurricane City Code. Staff would recommend continuing this application so the applicant can address staff concerns about layout and amenities.

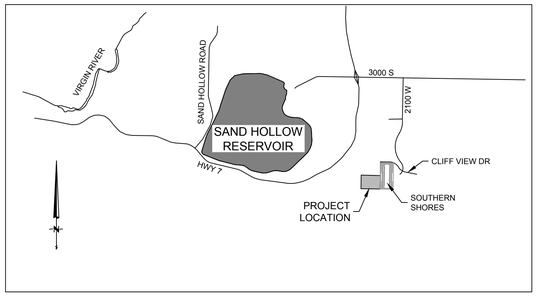
B&G PROJECT NUMBER 221077

SOUTHERN DUNES TOWNHOMES

PRELIMINARY PLAT

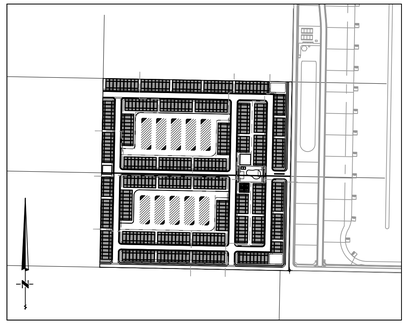
LOCATED IN HURRICANE, UTAH

SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 29 ,
TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN
PARCELS H-3400-N & H-3400-O



VICINITY MAP
NTS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SITE AND UTILITY PLAN
3	OFFSITE UTILITY PLAN
4	GRADING PLAN



KEY MAP
NTS

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM WITH THE CURRENT EDITION OF HURRICANE CITY STANDARDS FOR DESIGN AND CONSTRUCTION, TOGETHER WITH HURRICANE CITY STANDARD DRAWINGS. ANY CONFLICT BETWEEN THESE PLANS AND HURRICANE CITY STANDARDS SHALL BE RESOLVED IN FAVOR OF HURRICANE CITY STANDARDS.
2. ALL WORK SHALL BE SUPERVISED BY A PROPERLY LICENSED AND QUALIFIED GENERAL CONTRACTOR.
3. CONSTRUCTION ACTIVITIES THAT DISTURB ONE OR MORE ACRES OF LAND MUST BE AUTHORIZED UNDER THE UTAH POLLUTANT DISCHARGE ELIMINATION SYSTEM (UPDES). OWNERS AND GENERAL CONTRACTORS ARE REQUIRED TO OBTAIN A STORM WATER PERMIT FROM THE STATE OF UTAH.
4. THE CONTRACTOR/OWNER SHALL PROVIDE ADEQUATE RESOURCES TO CONTROL DUST ON THE SITE AND TRACKING OF MUD FROM THE SITE. DUST COMPLAINTS WILL RESULT IN SUSPENSION OF WORK UNTIL THE PROBLEM IS CORRECTED. TRACKING OF MUD ONTO ADJACENT STREETS SHALL BE MINIMIZED AND CLEANED UP DAILY.
5. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE FAMILIAR WITH THE MUST-CALL MANDATORY INSPECTION LIST PROVIDED BY THE PUBLIC WORKS DEPARTMENT AND TO ARRANGE FOR MATERIAL TESTING AT THE STANDARD INTERVALS AND QUANTITIES REQUIRED AND PROVIDE DOCUMENTATION OF TEST RESULTS.
6. PROOFS FOR STREET SIGNS SHALL BE SUBMITTED TO THE GIS COORDINATOR PRIOR TO ORDERING OF SIGNS.
7. WORK IN THE PUBLIC WAY REQUIRES AN ENCROACHMENT PERMIT ISSUED BY HURRICANE CITY PUBLIC WORKS.
8. A CITY-APPROVED TRAFFIC CONTROL PLAN MUST BE IN PLACE PRIOR TO COMMENCING ANY WORK THAT AFFECTS THE TRAVELLING PUBLIC.
9. NO WORK SHALL COMMENCE UNTIL A NOTICE-TO-PROCEED HAS BEEN ISSUED BY HURRICANE CITY PUBLIC WORKS.

DEVELOPER INFORMATION
RANLIFE HOMES CORDERO LLC
ANTHONY BOCCHINNO
(801) 918-1779
9272 S. 700 E
SANDY, UT 84070

ENGINEER INFORMATION
BUSH AND GUDGELL, INC.
PROJECT MANAGER: RICK MEYER
(435) 673-2337
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770

JULY 2022

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle #4
St. George, Utah 84770
Phone (435) 673-2337

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY
Call before you Dig
1-800-662-4111
BLUE STAKES LOCATION CENTER (UTAH)

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205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

No.	Date	By	Revision

DATE: JULY 2022
DRAWN: CBW/CL
APPROVED: WFM
SCALE: NTS
JOB NO: 221077

COVER SHEET
SOUTHERN DUNES TOWNHOMES
LOCATED IN HURRICANE, UTAH

SHEET 1 OF 4 SHEETS

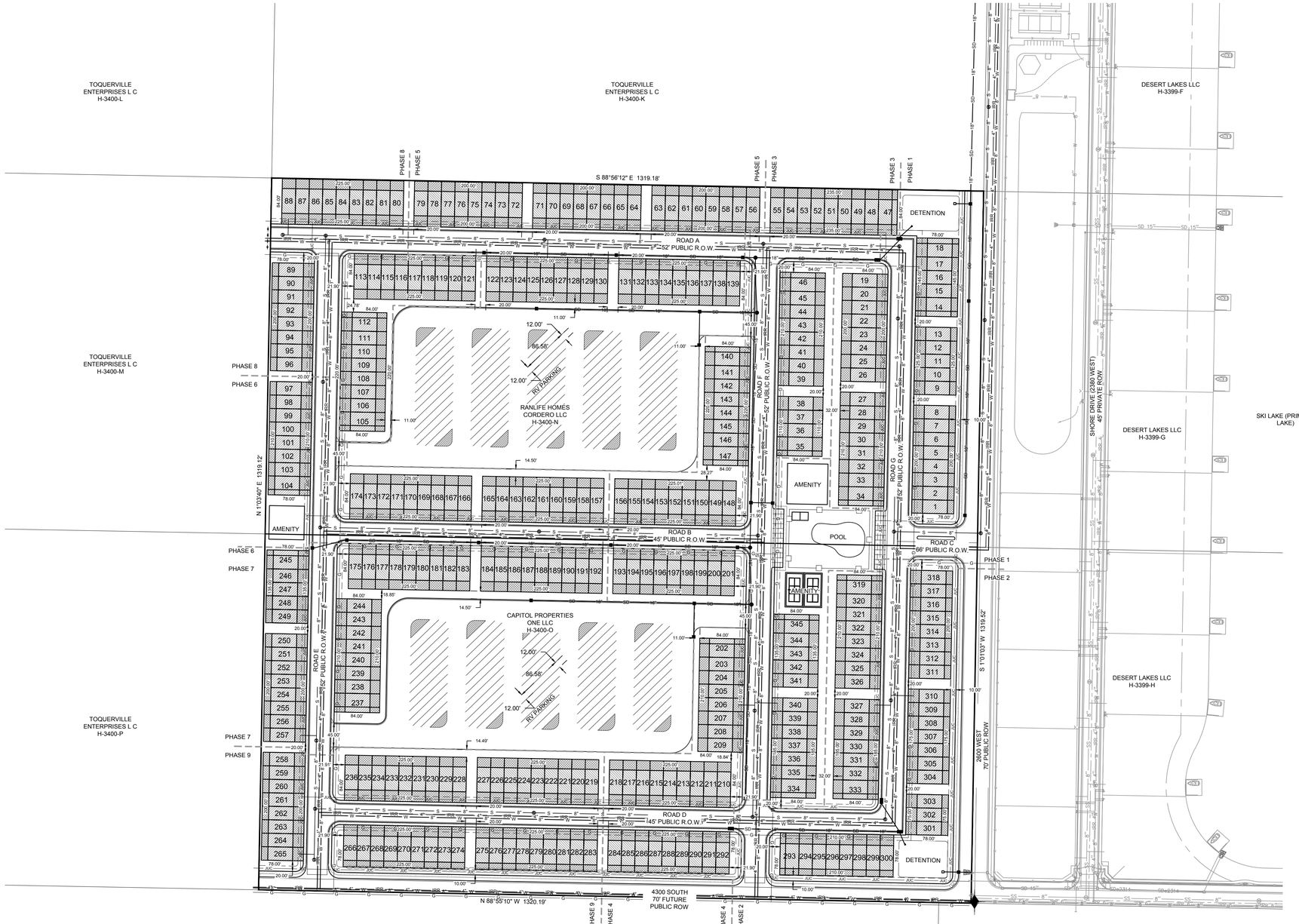
FILE: X:\...\221077 PRELIMINARY PLAT

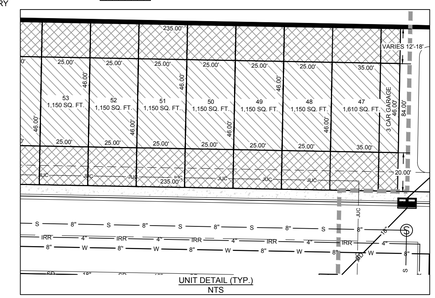
X:\221000-221999\221077 - Southern Shores Ski Lake\Drawings\Preliminary Plat\221077 - Preliminary Plat.dwg

PROJECT INFORMATION	
ZONING	RR
TOTAL AREA	39.97 ACRES
TOTAL UNITS	345
DENSITY	8.63 D.U./ ACRE

LEGEND

- EXISTING RIGHT OF WAY LINE
- PROPOSED CURB & GUTTER
- DRAINAGE CHANNEL FLOW LINE
- EXISTING CURB & GUTTER
- EXISTING FENCING
- EXISTING SEWER
- EXISTING WATER
- EXISTING IRRIGATION
- EXISTING GAS
- EXISTING POWER / JUC TRENCH
- PROPOSED SEWER
- PROPOSED WATER
- PROPOSED IRRIGATION
- PROPOSED GAS
- PROPOSED JUC TRENCH
- PHASE LINE
- PUBLIC UTILITY EASEMENT
- STOP / STREET SIGN
- END OF ROAD MARKERS
- SECTIONAL MONUMENT (TYPE, LOCATION, ETC AS NOTED IN PLAT)
- LIMITED COMMON SPACE
- BUILDING PARCEL





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GRAPHIC SCALE
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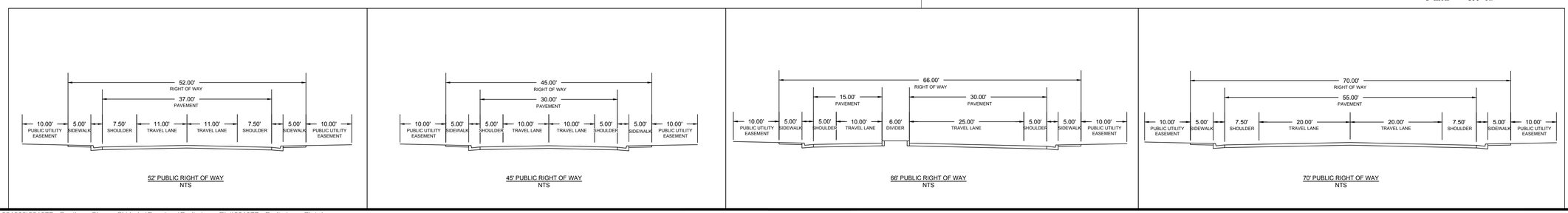
(IN FEET)
1 inch = 100 ft.



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No.	Date	By	Revision

DATE: JULY 2022
DRAWN: CBW/CL
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SCALE: 1"=100'
JOB NO.: 221077

SITE & UTILITY PLAN
SOUTHERN DUNES TOWNHOMES
LOCATED IN HURRICANE, UTAH

SHEET 2 OF 4 SHEETS
FILE: 221077-PRELIMINARY PLAT

X:\221000-221999\221077 - Southern Shores Ski Lake\Drawings\Preliminary Plat\221077 - Preliminary Plat.dwg

LEGEND

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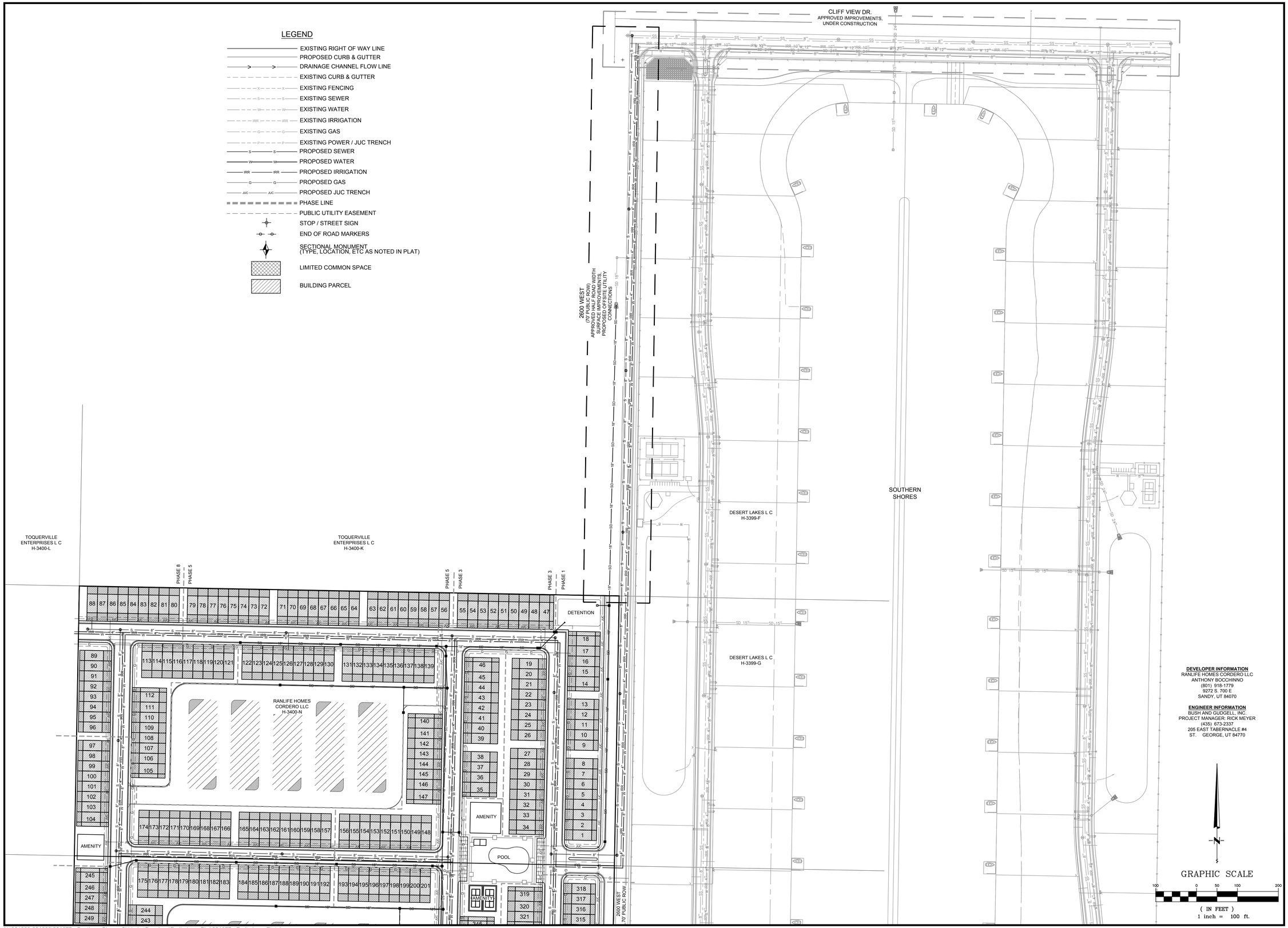

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GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

No	Date	By	Revision

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

DATE: JULY 2022
DRAWN: CBW/CL
APPROVED: WFM
SCALE: 1"=100'
JOB NO.: 221077

OFFSITE UTILITY PLAN

SOUTHERN DUNES TOWNHOMES
LOCATED IN HURRICANE, UTAH

SHEET 3 OF 4 SHEETS
FILE: 221077-PRELIMINARY PLAT

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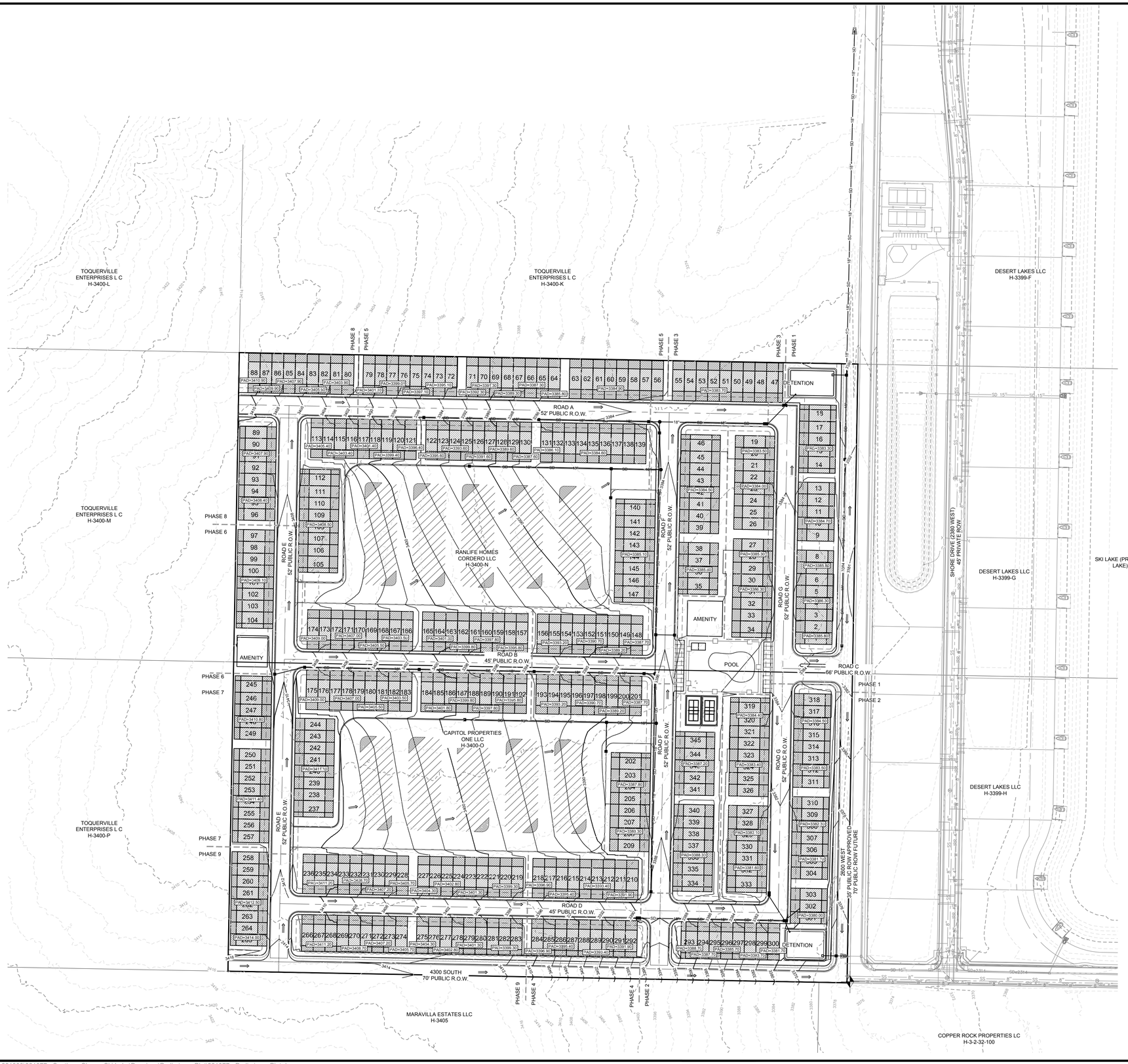

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- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- EXISTING FENCE
- DRAINAGE CHANNEL FLOW LINE
- EXISTING GRADE CONTOUR
- PROPOSED GRADE CONTOUR
- PROPOSED RETAINING WALL
- 2789 PROPOSED ELEVATION
- EXISTING ELEVATION
- DRAINAGE FLOW DIRECTION

APPROXIMATELY **215,449** CU.YD. OF CUT **130,572** CU.YD. OF FILL AND **84,877** CU.YD. OF **EXPORT** MATERIAL IS REQUIRED (FOR GRADING PERMIT ONLY) THE CONTRACTOR SHOULD VERIFY THE QUANTITIES FOR COMPLETION OF WORK. QUANTITIES ARE BASED ON FINISH GRADE OF ROADS & PADS.

ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL IMPORTED STRUCTURAL FILL SHALL BE PLACED IN 8-INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).

ALL EXCAVATION, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUB-SOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.

THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.

ALL EXCAVATION AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF WASHINGTON CITY AND APPENDIX K OF THE UNIFORM BUILDING CODE, 1994 EDITION, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.

GEOTECHNICAL ENGINEER TO PROVIDE GRADING COMPLETION REPORT TO CONFIRM WORK HAS BEEN PERFORMED IN CONFORMANCE WITH THEIR RECOMMENDATIONS.

OWNER IS RESPONSIBLE FOR ALL ON-SITE DRAINAGE AND DETENTION.

AVOID CUTTING UNDERGROUND UTILITY LINES. IT'S COSTLY.
Call before you Dig
1-800-662-4111
BLUE STAKES LOCATION CENTER (UTAH)

DEVELOPER INFORMATION
RANLIFE HOMES CORDERO LLC
ANTHONY BOCCHINNO
(801) 918-1779
9272 S. 700 E
SANDY, UT 84070

ENGINEER INFORMATION
BUSH AND GUDGELL, INC.
PROJECT MANAGER: RICK MEYER
(435) 673-2337
205 EAST TABERNACLE #4
ST. GEORGE, UT 84770

GRAPHIC SCALE
100 0 50 100 200
(IN FEET)
1 inch = 100 ft.

No	Date	By	Revision

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabernacle Suite #4
St. George Utah 84770
Phone (435) 673-2337 / Fax (435) 673-3161
www.bushandgudgell.com

DATE: JULY 2022
DRAWN: CBW/CL
APPROVED: WFM
SCALE: 1"=100'
JOB NO.: 221077

GRADING PLAN
SOUTHERN DUNES TOWNHOMES
LOCATED IN HURRICANE, UTAH

SHEET 4 OF 4 SHEETS
FILE: 221077-PRELIMINARY PLAT

X:\221000-221999\221077 - Southern Shores Ski Lake\Drawings\Preliminary Plat\221077 - Preliminary Plat.dwg

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, RANLIFE HOMES COLORADO LLC am/are the applicant(s) of the application known as _____ located on parcel(s) _____ within the City of Hurricane, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Neither acceptance nor approval of a development application by Hurricane City shall constitute a guarantee that sufficient water will be available to serve the zone designation, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, the applicant may be required by Hurricane City to provide a guarantee of water availability which verifies that there is a sufficient water supply; and
3. For any application which may be approved without a guarantee of water availability, the applicant knowingly assumes the entire risk of water availability for the project and/or application; and
4. I/we waive any and all claims against Hurricane City that are in any way related to water availability for any project, permit, or use for which the land use application has been approved.

Dated this 29th day of July, 2022.

Applicant Name: RANLIFE HOMES COLORADO LLC

Name of Signer (if different from Applicant Name): BRITTON SHARP

Title of Signer: PRESIDENT

Signature: [signature]

STATE OF Utah)

COUNTY OF Salt Lake)

On the 29th day of July, 2022, personally appeared before me Laurie Lund the signer of the above instrument, who duly acknowledged to me that he/she executed the same in the capacity indicated on behalf of the Applicant.

Notary Public: [signature]

My Commission Expires: 2-12-2024

LAURIE LUND
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 710575
COMM. EXP. 02-12-2024

All signatures to this Acknowledgment, other than for Applicants signing in an individual capacity, shall be accompanied by documentation acceptable to the City attesting to the fact that the signer hereof is authorized to execute the Acknowledgment on behalf of the Applicant (e.g. a copy of a corporate resolution, copy of a partnership agreement, etc.). (Ord. No. 2022-37 , 6-16-2022)

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF Salt Lake)

I (we), RANLIFE HOMES COLORADO LLC 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.

BRITTON SHARP
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 29th day of July 2022.

(Notary Public)

Residing in: Salt Lake

My Commission Expires: 2-12-2024

LAURIE LUND
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 710575
COMM. EXP. 02-12-2024

Agent Authorization

I (we), RANLIFE HOMES COLORADO LLC the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) JASH GUNDELL, INC 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.

BRITTON SHARP
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 29th day of July 2022.

(Notary Public)

Residing in: Salt Lake

My Commission Expires: 2-12-2024

LAURIE LUND
NOTARY PUBLIC - STATE OF UTAH
COMMISSION# 710575
COMM. EXP. 02-12-2024

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-08
Receipt No. 7.701183

Name: KEVIN & RALENE SCOTT Telephone: 435-724-0168
Address: 2799 S 3680 W Fax No. _____
Email: RALENE.REDROCKSPAS@GMAIL.COM Agent Email: RYANSCHOLES@ALPHAENGINNERING.COM
Agent (If Applicable): RYAN SCHOLES Telephone: 435-628-6500
Address/Location of Subject Property: 2799 S 3680 W
LOTS 86 AND 95 OF DIXIE SPRINGS E AMD & EXT
Tax ID of Subject Property: H-DSP-3-86, H-DSP-3-95 Number of Lots: 1
Subdivision Name: DIXIE SPRINGS E AMD & EXT PRTL AMD A Phase: _____

Submittal Requirements:
a. 1 – 11x17 plat map
b. Postage Stamps for all property owners within 250 feet of the property boundaries of the proposed amendment.

1. The final plat shall show:

X a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.

X b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.

X c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.

X d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.

X e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.

X f. All street center line data must be shown, together with its relationship to the property lines, corners, etc.

X g. The accurate location of all monuments shall be shown on the plat, and shall be identified, including all United States, State, County, or other official monuments.

X h. The dedication to the public of all streets and highways included in the proposed subdivision (except approved private streets).

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:

X a. A registered professional land surveyor's certificate of survey, together with a statement that: (a) the surveyor holds a license in accordance with Title 58, Chapter 22 of the Utah Code, Professional Engineers, and Professional Land Surveyor's Licensing Act; (b) the surveyor has completed a survey of the property described on the plat in accordance with Section 17-23-17 of the Utah Code and has verified all measurements; (c) has placed monuments as represented on the plat. Plat must be signed and stamped by the licensed surveyor prior to final plat submittal.

X b. The owner's certificate of dedication of all streets, roads, rights-of-way, or other parcels intended for the use and benefit of the general public.

____ c. Mortgagee or other lien holder's Consent to Record, if applicable.

X d. A notary public's acknowledgement space for the signature of the mortgagee and/or each owner signing the plat.

X e. Certificate of approval of Ash Creek Special Service District.

X f. Certificate of approval of the City Engineer.

X g. Certificate of approval of the City Council, as evidenced by the signature of the mayor

X h. Certificate of approval as to form executed by the City Attorney.

X i. A one and one-half inch by five-inch (1 ½" x 5") space in the lower right-hand corner of the drawing for the use of the County Recorder.

3. Other Information Required: The following information or documentation shall be submitted:

_____a. A completed form from the Washington County Treasurer's office (see attached copy of form) for property located within the subdivision verifying that all taxes or special assessments payable on all property within the limits of the subdivision are paid in full

N/A
____b. An original copy for Staff reviews 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, updated within 30 days, for the property being subdivided.

_____d. A disk of the final plat prepared in 'Auto-Cad'

Application Process: The following steps occur:

1. A completed application with all required documents and fee payment as outlined above is submitted to the Planning Department.

2. 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.

3. 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

2. One disk of the final plat provided in 'Auto Cad' format – one for the County Recorder.

3. Review of the title report by the City Attorney.

4. 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.
    a. The City Attorney is the last signer of the mylar just prior to recordation.

5. 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 for review at the time the plat amendment is submitted.

Note: It is important that all applicable information is submitted with the application at least 10 days prior to the Planning Commission meeting. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second and fourth Thursday of each month at 6:00 p.m. A deadline missed due to an incomplete application could result in a delay.

***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.

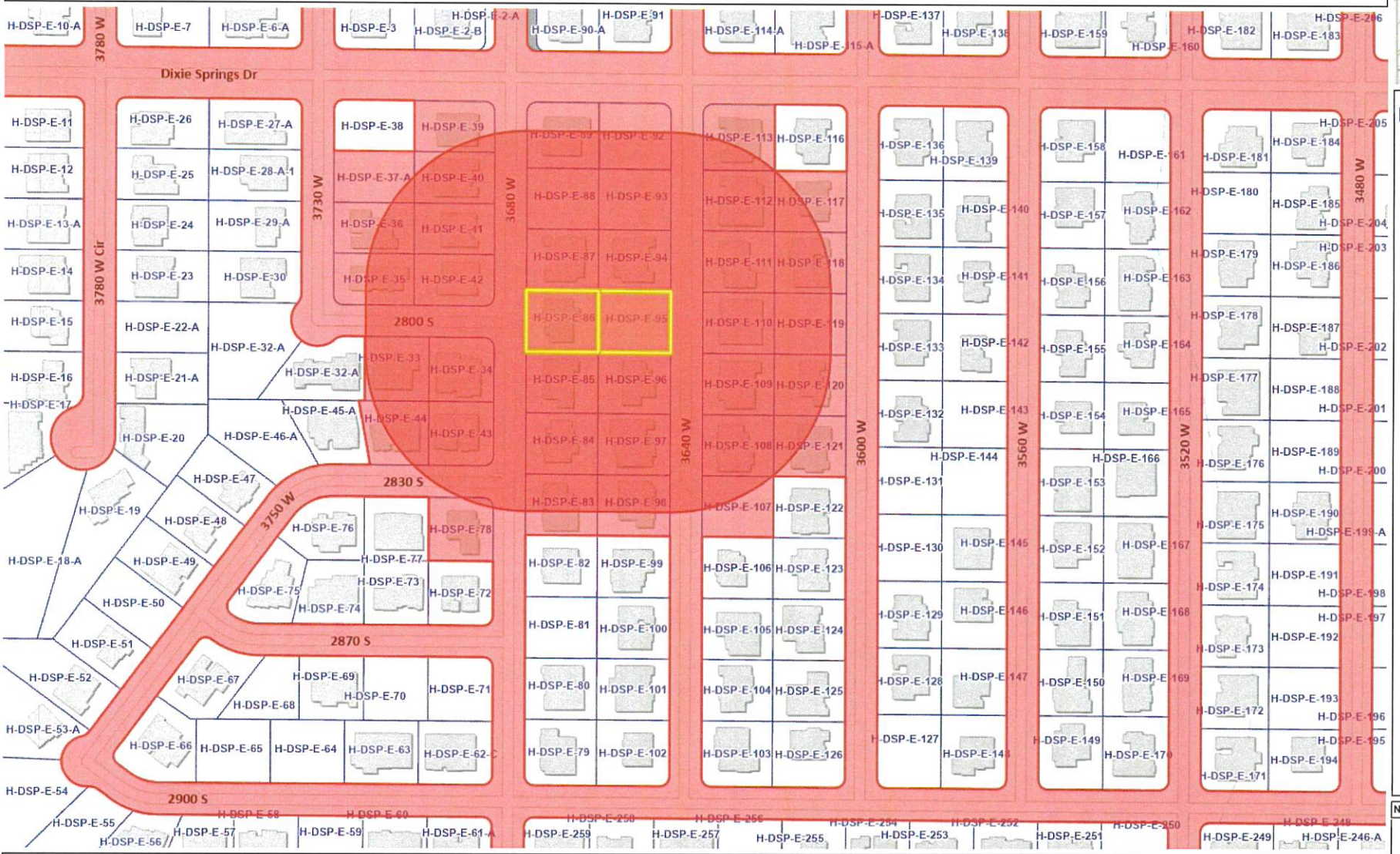
****

(Office Use Only)

Date Received: _____ Application Complete: YES ☐ NO ☐

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

Mailing List



Legend

Parcels

Ownership

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

Notes

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.

SMITH MARK
H-DSP-E-36
2779 S 3730 W
HURRICANE, UT 84737

BLACKMORE SYNDI, ET AL
H-DSP-E-42
2790 S 3680 W
HURRICANE, UT 84737

B&V INV LLC
H-DSP-E-92
2764 S 3730 W
HURRICANE, UT 84737

ANTHON DAVID A & KERRI B
H-DSP-E-83
2835 S 3680 W
HURRICANE, UT 84737

WELCH FREDDIE A & SARA J
H-DSP-E-41
2778 S 3680 W
HURRICANE, UT 84737

TAYLOR JOHN & BEVERLY
H-DSP-E-97
2822 S 3640 W
HURRICANE, UT 84737

GRILZ WILLIAM & MARLA
H-DSP-E-119
5970 S 2275 E
OGDEN, UT 84403-5508

CROWLEY JON D JR & TERESA G TRS
H-DSP-E-113
5450 MILTON RANCH RD
SHINGLE SPRINGS, CA 95682

BLAKESLEY CHRISTOPHER L & SUSAN E
H-DSP-E-37-A
16 COLLETON RIVER DR
HENDERSON, NV 89052

BADGER DAVID S
H-DSP-E-120
2812 S 3600 W
HURRICANE, UT 84737

BENNETT BONNIE E & ALLAN D
H-DSP-E-94
2786 S 3640 W
HURRICANE, UT 84737

,

DENISON MARION V & MARILYN B TRS
H-DSP-E-33
3697 W 2800 S
HURRICANE, UT 84737

B&V INV LLC
H-DSP-E-93
2764 S 3730 W
HURRICANE, UT 84737

MACKEY SHAYANN SCOTT & STEPHEN ALEXAN
H-DSP-E-43
3692 W 2830 S
HURRICANE, UT 84737

BELLISTON BURTIS T & SUSAN M
H-DSP-E-112
2777 S 3640 W
HURRICANE, UT 84737-1209

LENS JEFFERY & CAROL
H-DSP-E-39
11652 S WILDRYE FIELD WAY
DRAPER, UT 84020

PAINTER STEVEN G
H-DSP-E-121
2824 S 3600 W
HURRICANE, UT 84737

BRINKMAN PROPERTIES LLC
H-DSP-E-88
639 COUNTRY CT
NORTH SALT LAKE, UT 84054

SMILEY JASON M
H-DSP-E-35
3714 W 2800 W
HURRICANE, UT 84737-5102

SCOTT KEVIN L & RALENE
H-DSP-E-95
2799 S 3680 W
HURRICANE, UT 84737

POWERS GERARD M & STACEY D
H-DSP-E-111
2789 S 3640 W
HURRICANE, UT 84737

ANDERSON MICHAEL G & KATHLEEN E TRS
H-DSP-E-118
2788 S 3600 W
HURRICANE, UT 84737

SMITH ROBIN R & VIKKI L
H-DSP-E-96
PO BOX 1165
EDMOND, OK 73083

WIGGINS ERIKA
H-DSP-E-98
2834 S 3640 W
HURRICANE, UT 84737

JARVIS DANIEL & SUSAN TRS
H-DSP-E-107
484 SILVER FOX RD
MIDWAY, UT 84049

LAJOIE PAUL CHRISTIAN & DARLENE JEAN
H-DSP-E-34
3691 W 2800 S
HURRICANE, UT 84737

BRINKMAN STEPHEN R
H-DSP-E-89
639 COUNTRY CT
NORTH SALT LAKE, UT 84054

BENSON CHARLES & CARRIE ANNE
H-DSP-E-117
2776 S 3600 W
HURRICANE, UT 84737

COOK KENNETH B JR & COLLEEN M
H-DSP-E-108
2825 S 3640 W
HURRICANE, UT 84737

SCOTT KEVIN L & RALENE
H-DSP-E-86
2799 S 3680 W
HURRICANE, UT 84737

REVOK DAMON BRENT, ET AL
H-DSP-E-87
2787 S 3680 W
HURRICANE, UT 84737

WENNERGREN THOMAS
H-DSP-E-85
2811 S 3680 W
HURRICANE, UT 84737

FINLEY DAVID D & SHANNON D
H-DSP-E-44
3704 W 2830 S
HURRICANE, UT 84737

LOG HOME OUTLET INC
H-DSP-E-40
PO BOX 1703
IDAHO FALLS, ID 83403

SPACKMAN KYLE
H-DSP-E-109
4832 W STEP ROCK LN
HERRIMAN, UT 84096

KOLLER DAVID ANTON & LISA
H-DSP-E-84
2823 S 3680 W
HURRICANE, UT 84737

JAMES ROBERT J & TONG HYANG
H-DSP-E-110
2801 S 3640 W
HURRICANE, UT 84737

LANNERS NICHOLAS P & EMMA LEIGH
H-DSP-E-78
2838 S 3680 W
HURRICANE, UT 84737

Transaction Identification Data for reference only:
Report Number: 36779
Searcher: Jarom Taylor
Searcher Utah License Number: 691339
Searcher Contact: (435) 634-7991 | jarom@sutc.com

terra title

SCHEDULE A

1. Effective Date: September 14, 2022 at 7:00AM

2. Report: Subdivision Report prepared for "DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)"

3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:
Kevin L. Scott and Ralene Scott, Husband and Wife, as Joint Tenants

4. The land referred to in this Report is situated in the County of Washington, State of Utah, and described as follows:
See attached Exhibit A-Legal Description

Terra Title Company

By: Joseph McPhie
Authorized Signatory

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For reference only:

EXHIBIT A
Legal Description

BEGINNING AT THE SOUTHEAST CORNER OF LOT 94, DIXIE SPRINGS SUBDIVISION AMENDED AND EXTENSION PLAT "E", AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO 601291 AND RUNNING THENCE SOUTH 00°05'52" WEST 96.00 FEET TO THE NORTHEAST CORNER OF LOT 96; THENCE NORTH 89°34'00" WEST 224.57 FEET TO THE NORTHWEST CORNER OF LOT 85; THENCE NORTH 00°05'52" EAST 96.00 FEET TO THE SOUTHWEST CORNER OF LOT 87; THENCE SOUTH 89°34'00" EAST 224.57 FEET TO THE POINT OF BEGINNING.

Proposed "DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)"

Tax Serial No. H-DSP-E-86, H-DSP-E-95

***

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For reference only:

SCHEDULE B
Exceptions

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be by an inspection of the land or which may be asserted by persons in possession, or claiming be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.

4. Any lien, or right to a lien, imposed by law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the records or attaching subsequent to the effective date hereof but prior to the date the proposed acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

9. Claim, right, title or interest to water or water rights whether or not shown by the Public Records.

10. Rights of way for any roads, ditches, canals, or transmission lines now existing over, under, or across said property.

11. Taxes for the current year 2022, which are liens, but not yet due or payable in the following estimated amount(s): (For the amount due contact the Washington County Treasurer's Office at #435-634-5711)

    $2,992.04 under Tax Serial No. H-DSP-E-86, Account No. 0232994;

    $1,232.41 under Tax Serial No. H-DSP-E-95, Account No. 0590466.

12. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Official Plat of "DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E", Official Washington County Records.

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13. The Effect of the Covenants, Conditions and Restrictions in the declaration of restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, recorded May 1, 1998, as Entry No. 601292 , in Book 1209, at Pages 1-10, and Amendment thereto recorded June 29, 2010, as Doc. No. 20100021359 , and Amendment thereto recorded December 10, 2012, as Doc. No. 20120042253 , and Amendment thereto recorded March 20, 2013, as Doc. No.20130010330 , and Third Amendment to Declaration of Covenants, Conditions, and Restrictions, recorded August 26, 2014, as Doc. No. 20140026145 , and Fourth Amendment to Declaration of Covenant, Conditions and Restriction, recorded September 3, 2015, as Doc. No. 20150031285 , and Corrective Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, recorded February 22, 2016, as Doc. No. 20160005548 , Official Washington County Records.

14. Less and Excepting therefrom all oil, gas and other minerals in, on or under said land, together with the right of ingress and egress for the purpose of exploring and or removing the same and rights thereto.

15. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Resolution No. R-2003-857, recorded June 12, 2003, as Entry No. 824223 , in Book 1554, at Pages 102-106, Official Washington County Records. (Affects this and other property)

16. Liability to Assessments levied by the Board of County Commissioners of Washington County, Utah, creating and establishing a Special Service District ("Hurricane Valley Fire Special Service District") to provide for fire protection, paramedic services, and ambulance services, as disclosed by Resolution No. R-2007-1203, recorded December 22, 2009, as Doc. No. 20090048182 , Official Washington County Records. (Affects this and other property)

    A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District, recorded March 1, 2010, as Doc. No. 20100006648 , Official Washington County Records.

    2nd Amended Hurricane Valley Fire Special Service District, recorded December 30, 2010, as Doc. No. 20100044122 , Official Washington County Records.

    Resolution No. R-2015-1946, A Resolution Amending the Boundary of the Hurricane Valley Fire Special Service District to include the Corporate Limits of the City of Hurricane, recorded November 9, 2015, as Doc. No. 20150039260 , Official Washington County Records and Hurricane Valley Fire District 3rd Amended, recorded November 9, 2015, as Doc. No. 20150039261 , Official Washington County Records.

    Hurricane Valley Fire District 4th Amended, Extended & Clarified, recorded December 14, 2015, as Doc. No. 20150043173 , Official Washington County Records.

    5th Amended & Extended Hurricane Valley Fire District Local Entity Plat, recorded November 8, 2019, as Doc. No. 20190046477 , Official Washington County Records, A Resolution Amending the Boundary of The Hurricane Valley Fire Special Service District to Include the Area Within the Rockville-Springdale Fire Special Service District, recorded November 8, 2019, as Doc. No. 20190046478 , Official Washington County Records and Certificate of Boundary Adjustment, with 5th Amended and Extended Hurricane Valley Fire District Local Entity Plat Boundary Description, recorded November 8, 2019, as Doc. No. 20190046479 , Official Washington County Records.

17. Subject to a Water Conservation Easement, dated July 17, 2019, executed by and between Matt Jennings, as GRANTOR and Washington County Water Conservancy District, a political subdivision of the State of Utah, as GRANTEE, recorded July 19, 2019, as Doc. No. 20190028533 , Official Washington County Records.

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18. Deed of Trust, dated December 31, 2020, executed by RALENE SCOTT, A MARRIED PERSON, as TRUSTOR, to TERRA TITLE, as TRUSTEE, in favor of WEST RIDGE FINANCIAL, as LENDER and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ["MERS"] as BENEFICIARY, solely as nominee for Lender, to secure the payment of $315,000.00 and interest, recorded January 6, 2021, as Doc No. 20210001060 , Official Washington County Records.

19. Require the proposed Amended Subdivision Plat meet all Subdivision Plat Policy requirements of the Washington County Recorder revised April 27, 2020.

20. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Proposed Plat of "DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)".

21. This report is provided for information purposes only and is not intended to be a Commitment to issue Title Insurance.

Note: The names on Schedule A have been checked for judgments and, if any were found, are disclosed on Schedule B of this Report.

***

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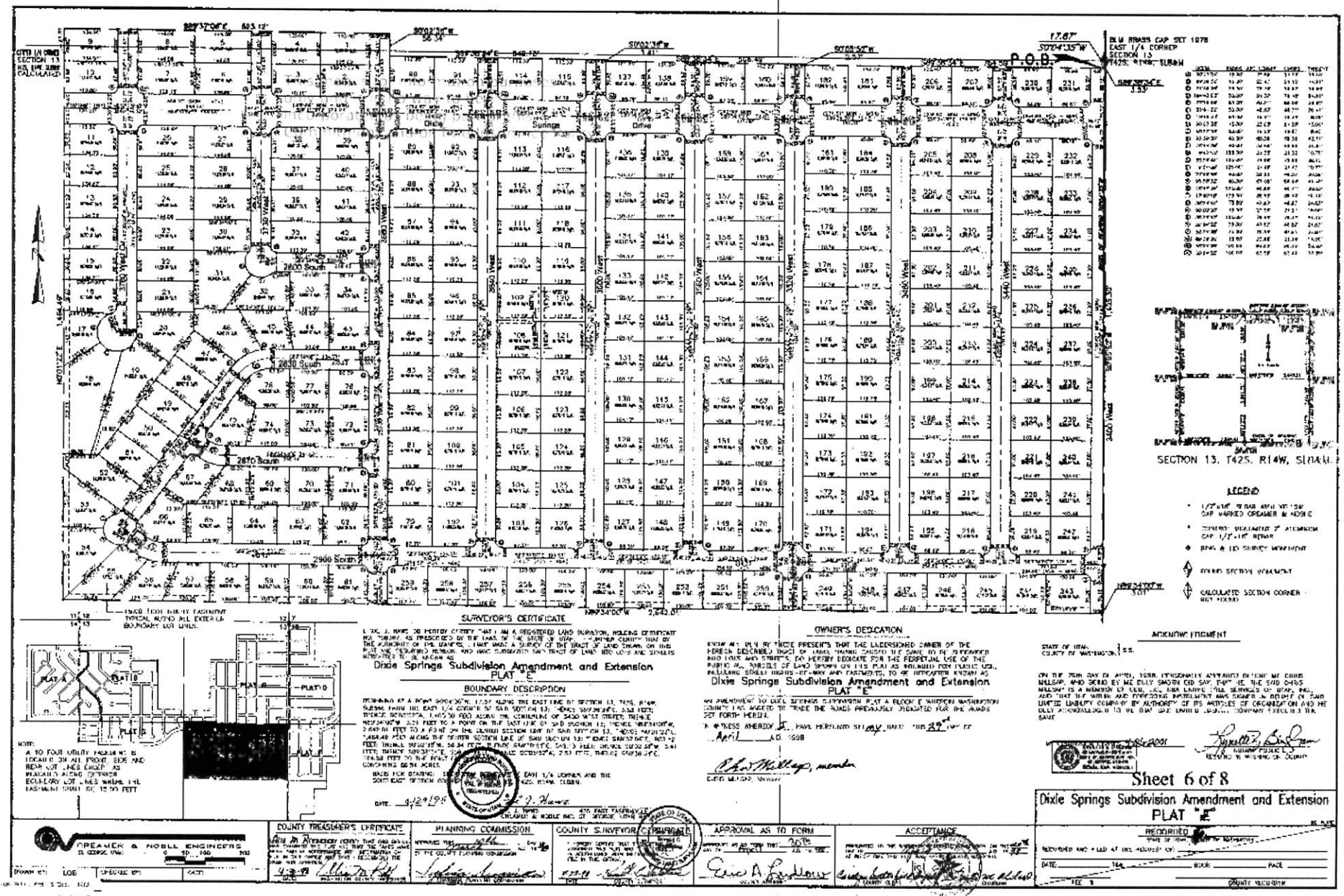
For reference only:

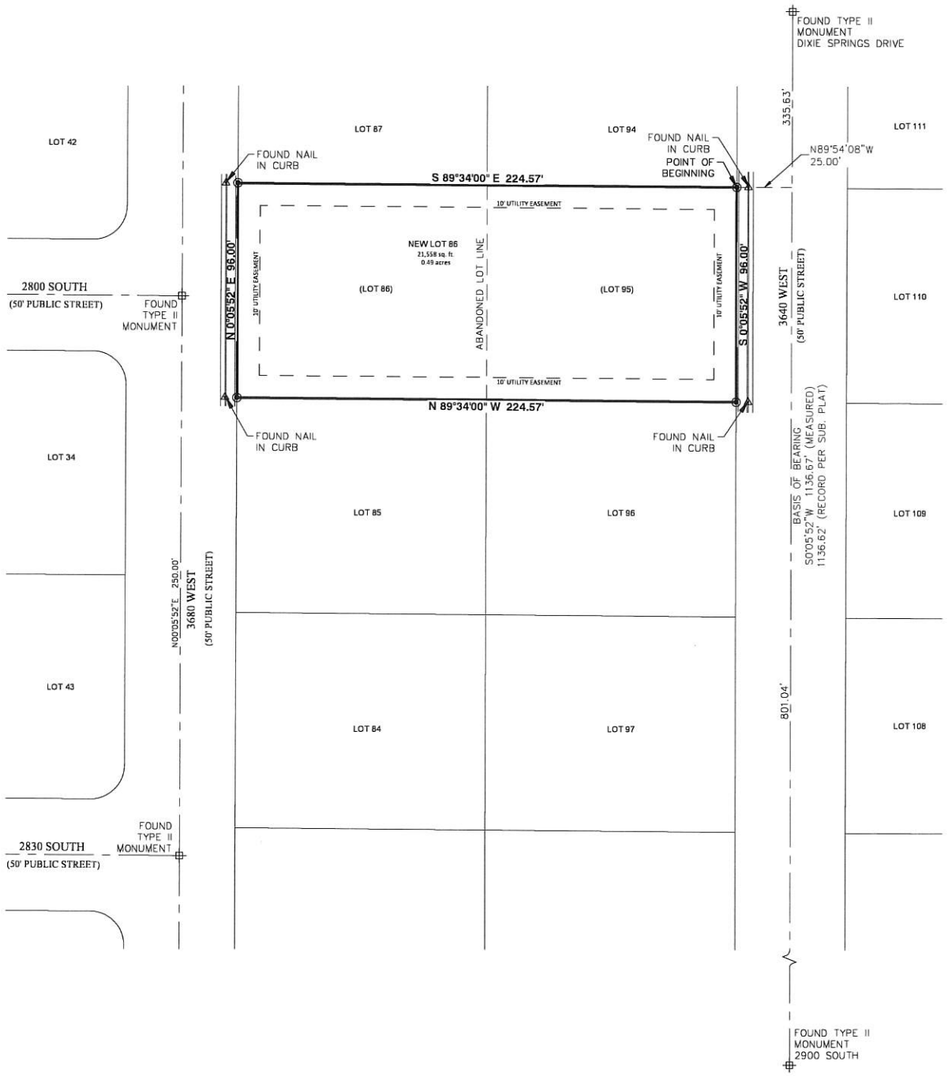


Sheet 6 of 8

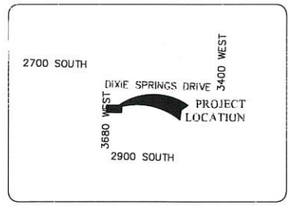
Dixie Springs Subdivision Amendment and Extension
PLAT "E"

DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN, HURRICANE CITY, UTAH



VICINITY MAP



GENERAL NOTES & RESTRICTIONS

1. THERE EXISTS A 10.00 FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT ALONG ALL FRONT, SIDE AND REAR LOT LINES AS SHOWN HEREON.

BASIS OF BEARING

THE BASIS OF BEARING FOR THIS SURVEY IS SOUTH 0°05'52" EAST, BETWEEN THE CENTERLINE STREET MONUMENTS LOCATED IN 3640 WEST BETWEEN DIXIE SPRINGS DRIVE AND 2800 SOUTH.

AMENDMENT NOTE

THE PURPOSE OF THIS AMENDED PLAT IS TO COMBINE LOTS 86 AND 95 OF DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" AS RECORDED AS DOCUMENT NO. 601291 AND CREATE A NEW OVERALL LOT 86. NO OTHER CHANGES TO THE ORIGINAL PLAT ARE INTENDED WITH THIS AMENDED PLAT.

LEGEND

- SPECIFIES PROPERTY CORNER
- FOUND NAIL IN CURB AT EXTENSION OF PROPERTY LINE
- 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.

DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)

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

BOUNDARY DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 94, DIXIE SPRINGS SUBDIVISION AMENDED AND EXTENSION PLAT "E", AS RECORDED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER AS DOCUMENT NO. 601291, AND RUNNING THENCE SOUTH 00°05'52" WEST 96.00 FEET TO THE NORTHEAST CORNER OF LOT 95; THENCE NORTH 89°34'00" WEST 224.57 FEET TO THE NORTHWEST CORNER OF LOT 85; THENCE NORTH 00°05'52" EAST 96.00 FEET TO THE SOUTHWEST CORNER OF LOT 87; THENCE SOUTH 89°34'00" EAST 224.57 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,558 SQUARE FEET OR 0.49 ACRES, MORE OR LESS.

PROFESSIONAL LAND SURVEYOR No. 174919 SCOTT P. WOOLSEY State of Utah

DATE

SCOTT P. WOOLSEY
P.L.S. 174919

OWNERS DEDICATION

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

DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)

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: _____ KEVIN L. SCOTT

BY: _____ RALENE SCOTT

ACKNOWLEDGMENT

STATE OF _____)
§
COUNTY OF _____)

ON THIS _____ DAY OF _____ A.D. 2022, PERSONALLY APPEARED KEVIN L. SCOTT AND RALENE SCOTT, PROVED ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO IN THIS DOCUMENT, AND ACKNOWLEDGED THEY EXECUTED THE SAME.

NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____
A NOTARY PUBLIC COMMISSIONED IN _____

NO STAMP REQUIRED
(UTAH CODE 46-1-16(6))

_____
NOTARY PUBLIC (SIGNATURE)

FINAL PLAT OF

DIXIE SPRINGS SUBDIVISION AMENDMENT AND EXTENSION PLAT "E" PARTIAL AMENDMENT "A" (LOTS 86 & 95)

1893-01 SVY.DWG (SEPTEMBER 2022)

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

GRAPHIC SCALE
30 0 15 30 60
1 inch = 30 ft. (24x36 SHEET)

N

APPROVAL OF ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	
I hereby verify that this office examined this final subdivision plat and hereby recommends approval on this ____ day of _____, 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 Date City of Hurricane	City Attorney City of Hurricane	Mayor City of Hurricane / Attest: City Recorder City of Hurricane	Washington County Treasurer	Washington County Recorder

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-AFP-08
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Kevin and Ralene Scott
Agent:	Ryan Scholes/Alpha Engineering
Request:	Approval of an Amended Final Plat
Location:	2799 S 3680 W
Zoning:	R1-10
General Plan Map:	Single Family

Planning Commission Recommendation
The Planning Commission gave positive recommendation on the proposed amened final plat subject to staff and JUC comments.

Discussion: The applicant has applied to amend the final plat for Dixie Springs Plat E to combine Lots 86 and 95 into one lot. Combining lots within a recorded subdivision requires an amended final plat.

JUC Comments

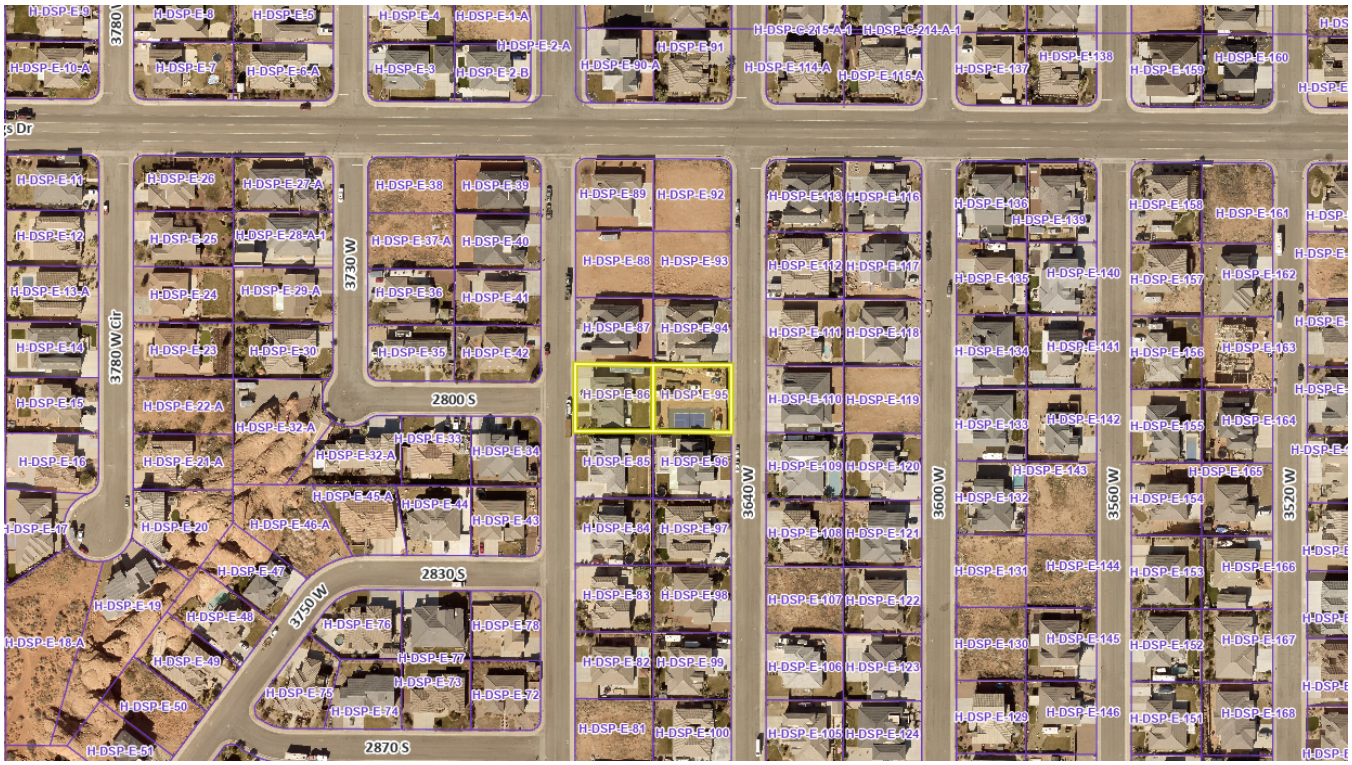
1. **Public Works:** No comments.
2. **Power:** Dixie Power area. Okay.
3. **Water:** Meter in backyard side needs to be dug up and terminated.
4. **Streets:** Okay.
5. **Sewer:**. There is a lateral for both 86 and 95. Cut and cap one of them.
6. **Engineering:** Vacate the existing side public utility easements. Update all references of "City of Hurricane" to "Hurricane City".
7. **Fire:** Okay.
8. **Cable/Phone/Gas/Water Conservancy/Parks:** No comments

Staff Comments

1. The plat does meet amended final plat standards contained in Utah Code 10-9a-608. Subdivision Amendments, updated in 2022. The following are the key items:
    a. Depicts only the portion of the subdivision that is proposed to be amended.
    b. Includes a plat name distinguishing the amended plat from the original plat
    c. Describe the differences between from the original plat.
    d. Includes references to the original plat.
2. The Final Plat needs a full review by the City Engineering Department for surveying details.

3. Additional utility services will need to be shut off to the property.
4. The public utility easement on the north and south side can be removed.

Recommendation: Staff recommends that the City Council review this application based on Hurricane City and State Code standards. Staff would recommend approval of this item subject to staff and JUC comments.



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-34
Receipt No. 8162007

Name: Buck Hurst (Buck Ace) Telephone: 435-635-4449

Address: 489 West State Fax No. _____

Email: BUCK@BUCKSACEHARDWARE.COM Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: Parcel ID: H-3-1-33-3217, Accessor ID: 166796

Tax ID of Subject Property: _____ Existing Zone District: Split: RA-1, HC

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary)
Propose to rezone the south half of the property to match the north with HC zoning. Owner desires to develop the whole property to commercial type uses, consistent with the HC zoning.

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 (General Information)

PURPOSE

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

WHEN REQUIRED

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

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

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

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the City's General Plan.

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and wastewater and refuse collection.

PROCESS

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

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

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF)

I (we), Garland Hurst, 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.

Garland Hurst
(Property Owner)

_____
(Property Owner)

Subscribed and sworn to me this 9 day of Sept. 2022

Brienna Spencer
(Notary Public)

Residing in: Washington County

My Commission Expires: 10-07-2024

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

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)

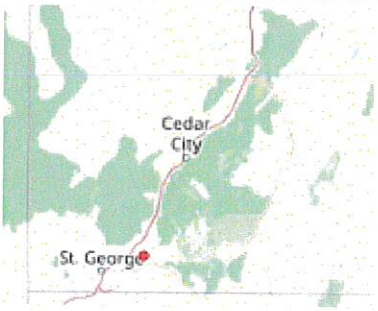
Subscribed and sworn to me this _____ day of _____ 20__.

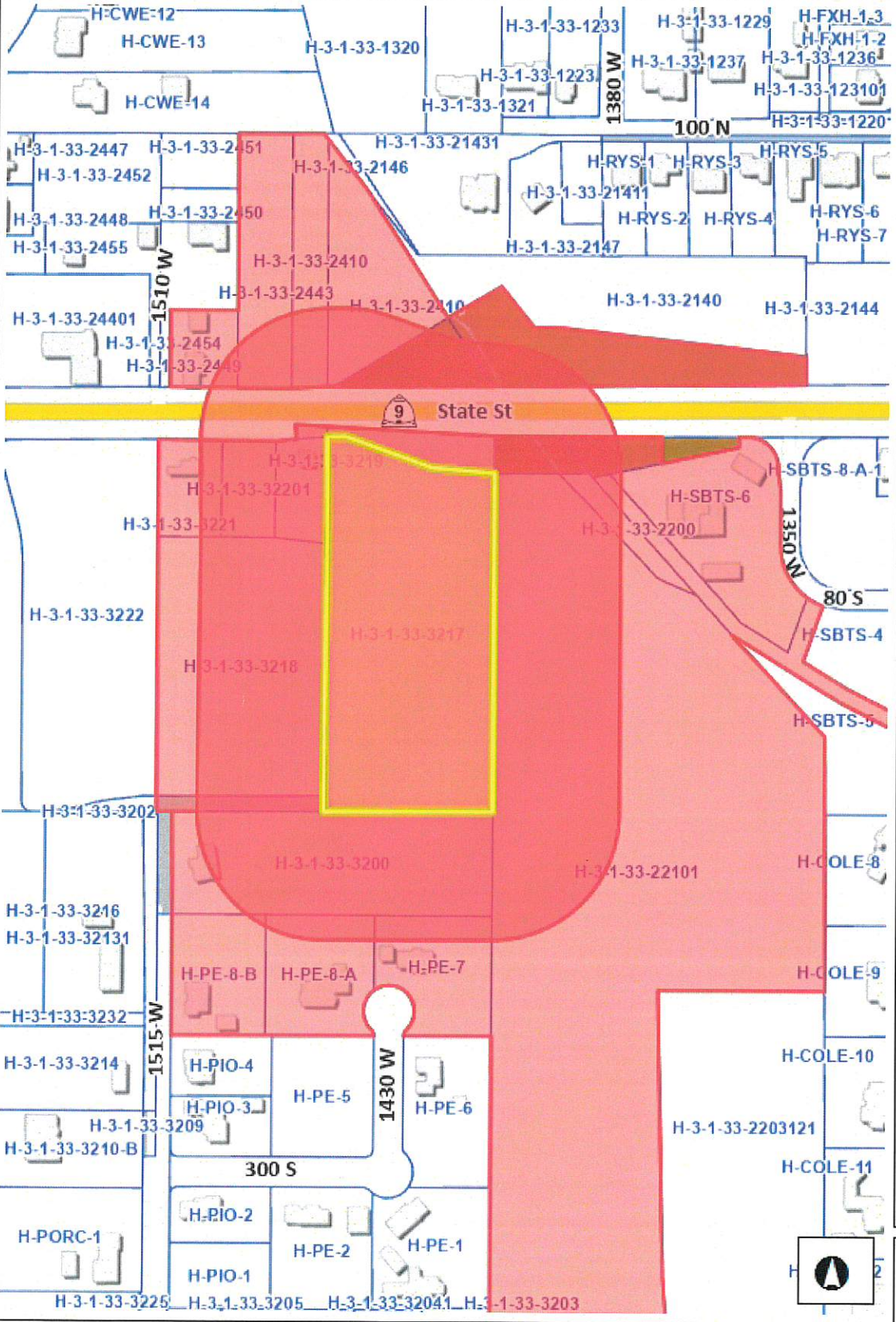
_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

Properties within 250'





Legend

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

Notes

752.3 0 376.17 752.3 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.

KENNEDY FAMILY VENTURES LLC
H-3-1-33-3218
3411 W 2530 S
HURRICANE, UT 84737

KENNEDY FAMILY VENTURES LLC
H-3-1-33-3219
3411 W 2530 S
HURRICANE, UT 84737

WILBURN DAVID GENE & COLLEEN
H-PE-8-B
223 S 1515 W
HURRICANE, UT 84737

DFA LLC
H-3-1-33-2410
PO BOX 270665
LAS VEGAS, NV 89127

DFA LLC
H-3-1-33-2443
PO BOX 270665
LAS VEGAS, NV 89127

DFA LLC
H-3-1-33-2449
PO BOX 270665
LAS VEGAS, NV 89127

STOUT DUANE R, ET AL
H-3-1-33-3217
32 W 300 N
HURRICANE, UT 84737-1628

SHOPPES AT STONEBROOK LLC
H-SBTS-6
1330 S 50 W
HURRICANE, UT 84737

COX SHAUN & KARA
H-PE-8-A
200 S 1430 W
HURRICANE, UT 84737

TWO TAILS PROPERTIES INC
H-3-1-33-3221
255 E 300 S
PLEASANT GROVE, UT 84062

COX DOWANNA KAY
H-PE-7
200 S 1430 W
HURRICANE, UT 84737-0536

HURRICANE CANAL CO
H-3-1-33-2200
PO BOX 593
HURRICANE, UT 84737-0593

WILLMORE MILTON R & LOUISE J TRS
H-3-1-33-22101
10926 ROBERTA ST
CERRITOS, CA 90703

BISHOP JAMES CLARK & JENNIFER W TRS
H-3-1-33-3200
1105 N GROVE DR
ALPINE, UT 84004

DFA LLC
H-3-1-33-2410
PO BOX 270665
LAS VEGAS, NV 89127

DONG JIU
H-3-1-33-32201
528 S EASTRIDGE DR
SAINT GEORGE, UT 84790-1127

E-RECORDED stamp
ID: 20220037023
County: Washington
Date: 07/28/2022 Time: 4:36 pm

4002-947
WHEN RECORDED
MAIL TAX NOTICES TO:
Grantee
3096 W Crestview Dr
Santa Clara, UT 84765

WARRANTY DEED

Cassidy D. Davis — Grantor(s),

of Hurricane, Utah
hereby CONVEYS and WARRANTS to

Gail's Holdings, L.L.C., a Utah Limited Liability Company — Grantee(s),

of Hurricane, Utah for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON, State of Utah, to-wit:

All of Lot 21 and that part of Lot 28, Block 12, Hurricane Field Survey, lying South of Highway U-17, Hurricane Field Survey, less that portion taken by Utah Department of Transportation by Order of Immediate Occupancy, recorded March 11, 1996, as Entry No. 525937, in Book 981, at Pages 716-721, Official Washington County, which is described as follows:

A Parcel of land in fee for a Highway known as Project No. SP-0009 (3) 4, being part of an entire tract of property in Lots 21 & 28 of Block 12, Hurricane Field Survey in Washington County, Utah. The boundaries of said parcel of land are described as follows:

BEGINNING at the intersection of the East line of said Lot 28 and the Southerly Right of Way Line of existing Highway SR-9, at a point 70.33 feet North 0° 50' 51" East from the Northeast Corner of said Lot 21; thence North 89° 17' 37" West 329.82 feet along said Right of Way line to the West line of said Lot 28; thence South 0° 51' 03" West 20.00 feet along said West line to a point 70.00 feet perpendicularly distant Southerly from the Control line of Highway Project No. SP-0009(3)4 at Engineer Sta. 430+ 80.02; thence South 69° 51' 05" East 180.26 feet to a point 130.00 feet perpendicularly distant Southerly from said Control line at Engineer Sta. 432+ 50; thence South 89° 17' 37" East 159.63 feet, parallel to said Right of Way Line, to the East Line of said Lot 21; thence North 0° 50' 51" East 80.00 feet along said East Line to the point of beginning.
Tax Serial No.: H-3-1-33-3217

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2022 taxes and thereafter.

WITNESS the hand of said grantor, this 28 day of July, 2022

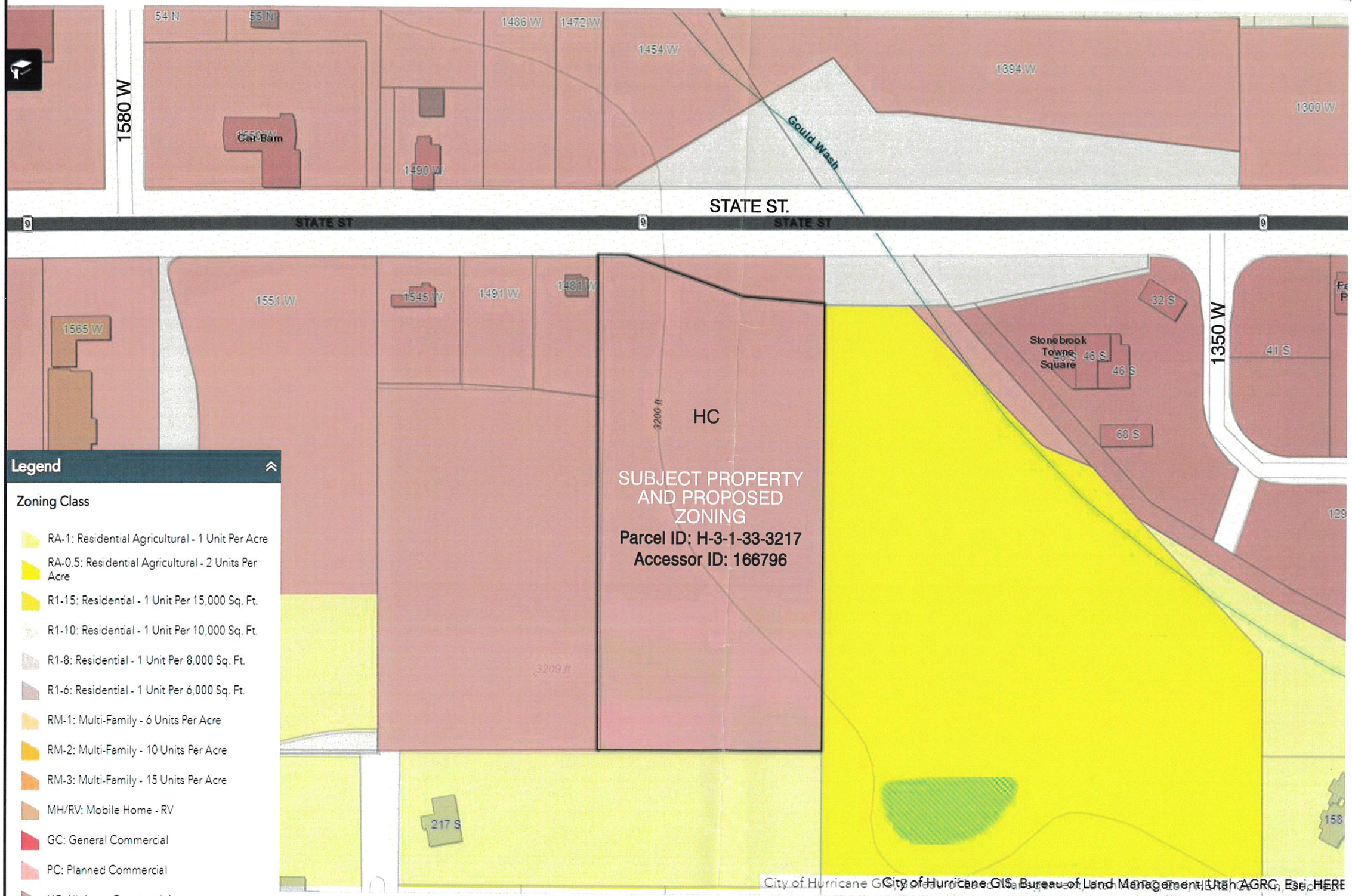
Cassidy D. Davis

STATE OF UTAH)
)ss
COUNTY OF Washington)

On the 28th day of July, 2022, personally appeared before me **Cassidy D. Davis**, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

GINA A PARK
Notary Public - State of Utah
Comm. No. 703692
My Commission Expires on
Dec 14, 2022

Notary Public
Residing at Washington, Utah:
My Commission Expires: 12-14-2022



COPYRIGHT 2022, MRW DESIGN ASSOCIATES INC.

4/27/2022
DATE:

SCALE:

DESIGN ASSOCIATES INC.
ARCHITECTURE & CONSULTING ENGINEERS

73 EAST 100 SOUTH
ST. GEORGE, UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

PROPOSED ZONING
BUCK'S ACE HARDWARE
HURRICANE, UTAH

SHEET: A2

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

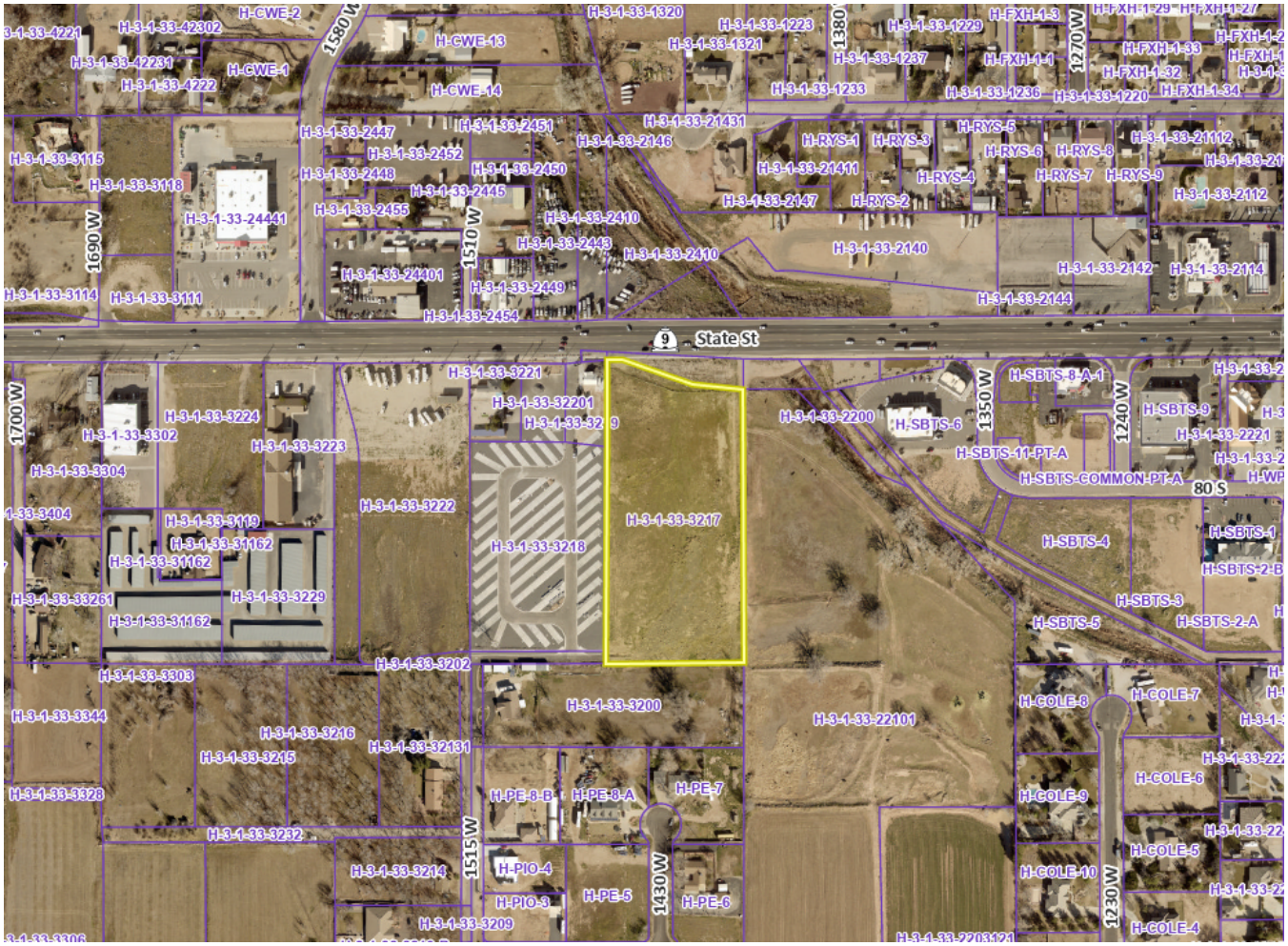
Agenda Date:	**10/20/2022**
Application Number:	2022-ZC-34
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Buck Hurst
Agent:	
Request:	A Zone Change Request from HC and RA-1 to HC
Location:	Approximately 1451 W State St
Zoning:	HC and RA-1
General Plan Map:	Single Family

Planning Commission
The Planning Commission gave a positive recommendation on the proposed zone change.

Discussion:
The applicant is seeking a zone change to align the zone boundaries within the subject property. The property is located along State Street to the west of Goulds Wash next to the new Zion View RV park. The applicant is the owner of the Ace Hardware in Hurricane and wishes to develop the entire site with commercial uses. The applicant has met with City staff about layout and utilities to the property; however, there is no site plan submitted as part of this zone change.

	Zoning	Adjacent Land Use
North	HC, PF	Undeveloped, Gould's Wash
East	RA-0.5, HC	Undeveloped, Steamroller Copies building on the

		other side of Gould's Wash
South	RA-1, RA-0.5	Single Family Homes
West	HC	Zion View RV park



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 Single Family:

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.

Staff does not believe that this is actually a good area for single family development. This area, with its good access to SR-9 and near existing commercial uses, is a prime area for future commercial development. Staff has proposed changing this designation on the General Plan Map and the Planning Commission was supportive.

The General Plan calls for "*Encouraging more restaurants, bars, and retail options"* and *"The City strives to create an environment that will attract new business and employment to Hurricane"*

Encouraging commercial development near existing commercial development helps mitigate potential effects on residential uses and typically ensures that the commercial development is successful. The General Plan encourages the promotion of businesses that bring more jobs and tax revenue to the city.

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 either undeveloped, currently being used for commercial/retail purposes, or is zoned for future commercial use.

3. Will the proposed amendment affect the adjacent property?

Response: There will be an affect on the adjacent property with traffic and noise on nearby neighbors; however, the vast majority of the traffic will be added onto SR-9. The addition of more retail and other commercial in this area will most likely be seen as a benefit to nearby property owners and increase property values.

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

Response: There are currently services and facilities in the area, if not to the property itself. Please see the JUC comments below.

JUC Comments

1. **Public Works:** No comments.
2. **Power:** Power not developed to the property. Must make the tie from Stonebrook to Zion RV. Need locations to road and entryway.
3. **Water:** No comments at this time. Water stubbed on 200 South.
4. **Streets:** Okay with zone change
5. **Sewer:** 36" sewer trunk line alongside property. Line protect in place, bring manhole to grade as required.
6. **Engineering:** A minor encroachment onto the subject property by the 100 year floodplain and a 0 acre feet detention facility shown on the storm drain master plan. This needs to be coordinated with the developer.
7. **Fire:** No concerns.
8. **Gas/Cable/Water Conservancy:** No concerns.

Other Considerations:

1. This zone change is only for the southern 1.8 acres of the entire 5.25 acre parcel or 34% of the parcel.
    a. Staff believes that the reason for the split zoning comes from HCC 10-15-7:

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 500 feet from the state highway right-of-way line.

2. The applicant has told staff they plan to build a new Ace Hardware location along with a couple restaurants and retail pads along SR-9. Until a preliminary site plan is submitted and approved by the Planning Commission, these plans are conceptual.

Findings:
Staff makes the following findings:

1. The proposed amendment is generally compatible with the current General Plan's map and goals.
2. The proposed amendment is generally in harmony with the overall character of the existing development around it.
3. The proposed amendment will have an impact on the area but most of the impact will be on SR-9.
4. Services are currently available or could become available to the property fairly simply.
5. Generally speaking, staff would recommend that zoning boundaries follow landmarks, roadways, or property lines in order to provide clarity in zoning map interpretation. See *Hurricane City Code 10-11-4. - Rules for locating zone boundaries.*

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and considers residents' comments. Staff would recommend approval of this zone change based on staff's findings.

ORDINANCE NO 2022-59

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3-1-33-3217 FROM RESIDENTIAL AGRICULTURE-1 (RA-1) TO HIGHWAY COMMERCIAL (HC)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment will have an impact on the area but the development may lead to enhance commercial space which will provide benefits to the whole area; and

WHEREAS, the services are adequate for the area; and

WHEREAS, the Planning Commission gave a positive recommendation for the zone change.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

1. That Parcel H-3-1-33-3217 be rezoned in its entirety to Highway Commercial shown in the following legal description and map attached in Exhibit A.

PASSED AND APPROVED on this 20th day of October 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, Recorder

EXHIBIT A

LEGAL DESCRIPTION

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY PLAT APPLICATION

For office use only: $150.00 Fee
File No. ~~S~~-2022-PP-27
Receipt No. 8.162372

Name: PEREGRINE POINTE WEST 1A Telephone: 435-414-4444

Address: 2250 N. CORAL CANYON BLVD #215 WASHINGTON, UT 84790 Fax No. N/A

Email: greg.perryhomesutah@gmail.com Agent Email: SAME

Agent (If Applicable): GREG SANT Telephone: 435-414-4444

Address/Location of Subject Property: 3000 W. CLIFFHANGER

Tax ID of Subject Property: H-3-1-30-321 Zone District: PDO-R1-8

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) 8,000+ S.F. LOTS

Submittal Requirements: The preliminary plat application shall provide the following:

✓ 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- ✓ a. The proposed name of the subdivision.
- ✓ b. The location of the subdivision, including the address and section, township and range.
- ✓ c. The names and addresses of the owner or subdivider, if other than the owner.
- ✓ d. Date of preparation, and north point.
- ✓ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

✓ 2. Existing Conditions: The preliminary plat shall show:
- ✓ a. The location of the nearest monument.
- ✓ b. The boundary of the proposed subdivision and the acreage included.
- ✓ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ✓ d. The location, width, and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ✓ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ✓ f. Existing sewers, water mains, culverts, or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.
- ✓ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

✓ h. Contours at vertical intervals not greater than five (5) feet.
✓ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock, and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.
✓ j. Information on whether property is located in desert tortoise take area

✓ 3. Proposed Plan: The subdivision plans shall show:
✓ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys, and easements.
✓ b. The layout, numbers, and typical dimensions of lots.
✓ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
✓ d. Easements for water, sewers, drainage, utilities, lines and other purposes.
✓ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)
✓ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.
✓ g. Approximate radius of all center line curves on highways or streets.
✓ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)
✓ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.
✓ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
✓ k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.
✓ l. Will this subdivision be phased? If yes show possible phasing lines.
✓ m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

✓ 4. Required copies of plans:
✓ a. Three copies of all full-scale drawings
✓ b. One copy of each drawing on a 11 x 17-inch sheets. (8 ½ x 11 is acceptable if the project is small and the plans are readable at that size).

✓ 5. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property

✓ 6. Signed and notarized Acknowledgement Water Supply (see attached)

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than 12:00 (noon) 20 full calendar days before the Planning Commission meeting at which you plan for your application to be heard.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

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

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)

:ss

COUNTY OF Washington)

I (we), Paul S. Jensen as the authorized agent of Lagom, LLC, 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 13 day of September 2022

(Notary Public)

Residing in: Utah

My Commission Expires: 4-12-23

JERROD PHILLIPS
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 04/12/2023
Commission # 705326

Agent Authorization

I (we), Paul S. Jensen as the authorized agent of Lagom, LLC, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) GREG SANT 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 13 day of September 2022

(Notary Public)

Residing in: Utah

My Commission Expires: 4-12-23

JERROD PHILLIPS
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 04/12/2023
Commission # 705326

PEREGRINE POINTE WEST: PHASE 1A
PRELIMINARY PLAT

LOCATED IN SECTION 30, 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.

ZONE R1-6

AVERAGE LOT AREA:	6,000 SQ.FT.
MIN. LOT AREA:	4,000 SQ.FT.
MIN. FRONTAGE:	60'

RESIDENTIAL SETBACKS

FRONT:	25'
REAR:	15'
SIDE:	7.5'
STREETSIDE:	20'

SITE INFORMATION:

CURRENT ZONE: R1-6 (PHASES 1-4)

TOTAL AREA: 1.66 AC (72,314 SQ.FT.)
RESIDENTIAL UNITS: 3

TOTAL RESIDENTIAL UNITS (3) AREA: 1.61 AC
(70,150 SQ.FT.) + (16,918)
TOTAL EASEMENT AREA: 0.05 AC
(2,264 SQ.FT.) + 3,018

AVERAGE RESIDENTIAL LOT SIZE: 70,150/3 = 23,383 SQ.FT.
DENSITY: UNITS/ACRES = 3.61 = 1.86 UNITS PER ACRE

OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
PERRY HOMES UTAH, INC.
CONTACT: GREG SAINT
2250 NORTH CORAL CANYON BOULEVARD, SUITE 215
WASHINGTON, UTAH 84780 (435) 251-4040 (OFFICE)

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ROB REID
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

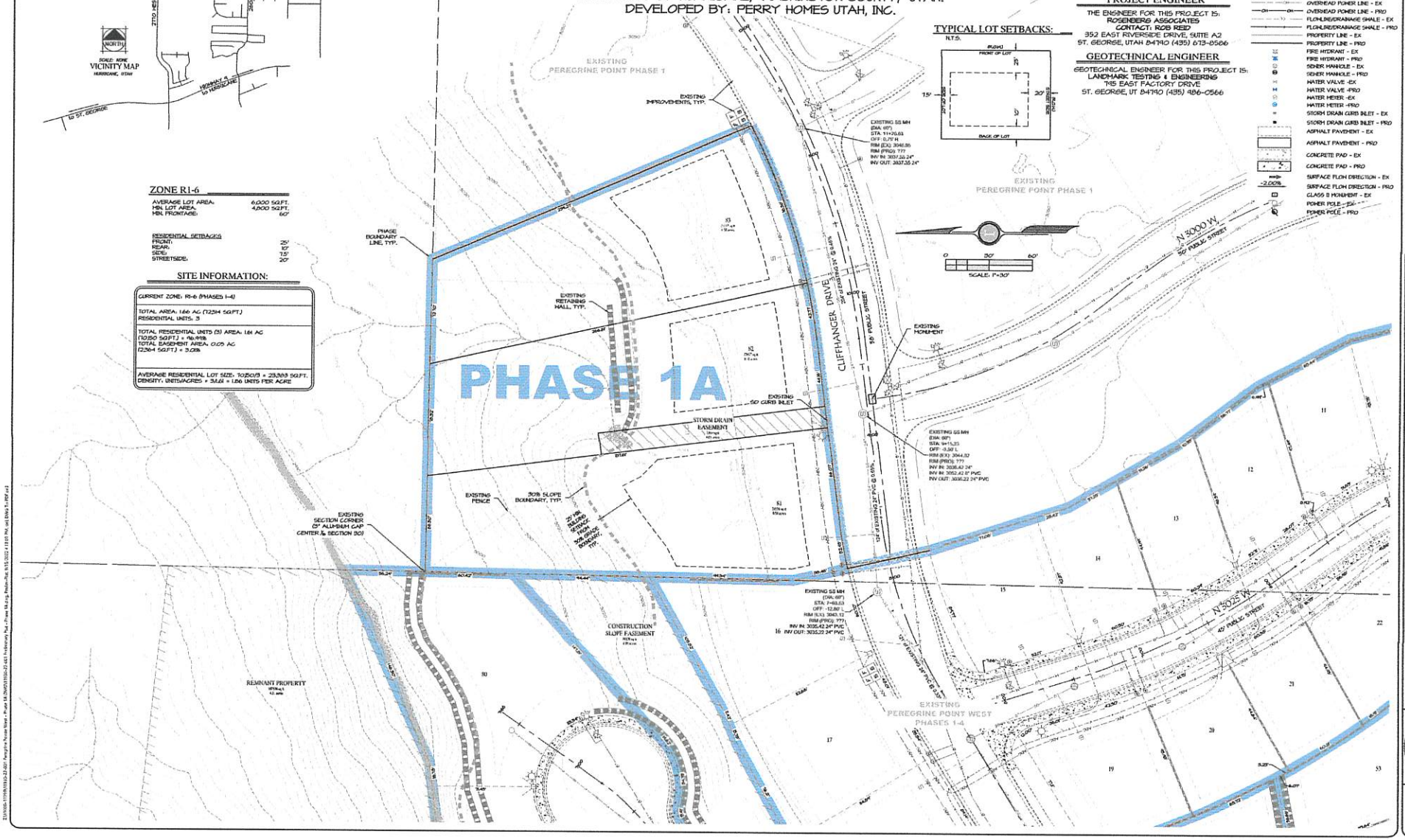
GEOTECHNICAL ENGINEER

GEOTECHNICAL ENGINEER FOR THIS PROJECT IS:
LANDMARK TESTING & ENGINEERING
745 EAST FACTORY DRIVE
ST. GEORGE, UT 84790 (435) 986-0566

TYPICAL LOT SETBACKS:
N.T.S.

LEGEND

- 2' CONTOUR - EX
- 10' CONTOUR - EX
- 2' CONTOUR - PRO
- 10' CONTOUR - PRO
- TOP BACK CURB - EX
- FLOWLINE CURB - EX
- TOP BACK CURB - PRO
- FLOWLINE CURB - PRO
- WATER LINE - EX
- SEWER LINE - EX
- WATER LINE - PRO
- SEWER LINE - PRO
- OVERHEAD POWER LINE - EX
- OVERHEAD POWER LINE - PRO
- FLOWLINE/DRAINAGE SWALE - EX
- FLOWLINE/DRAINAGE SWALE - PRO
- PROPERTY LINE - EX
- PROPERTY LINE - PRO
- FIRE HYDRANT - EX
- FIRE HYDRANT - PRO
- SEWER MANHOLE - EX
- SEWER MANHOLE - PRO
- WATER VALVE -EX
- WATER VALVE -PRO
- WATER METER -EX
- WATER METER -PRO
- STORM DRAIN CURB INLET - EX
- STORM DRAIN CURB INLET - PRO
- ASPHALT PAVEMENT - EX
- ASPHALT PAVEMENT - PRO
- CONCRETE PAD - EX
- CONCRETE PAD - PRO
- SURFACE FLOW DIRECTION - EX
- SURFACE FLOW DIRECTION - PRO
- GLASS B MONUMENT - EX
- POWER POLE - EX
- POWER POLE - PRO



ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive
Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.rosenberg.com

DATE: 04/15/2022
JOB NO.: IN30-22-001
DESIGNED BY: DSH
CHECKED BY: RAR
DWG: Preliminary Plat
REVISIONS
DATE

PRELIMINARY PLAT
FOR
PEREGRINE POINTE WEST: PHASE 1A
3000 WEST 600 NORTH
HURRICANE, UTAH

STATE OF UTAH
ROBERT A REID
LICENSED PROFESSIONAL ENGINEER

SHEET
1.0
1 OF 1 SHEETS

HURRICANE CITY
UTAH

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, LAGOM, LLC am/are the applicant(s) of the application known as PEREGRINE POINTE WEST IA located on parcel(s) _____ within the City of Hurricane, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Neither acceptance nor approval of a development application by Hurricane City shall constitute a guarantee that sufficient water will be available to serve the zone designation, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, the applicant may be required by Hurricane City to provide a guarantee of water availability which verifies that there is a sufficient water supply; and
3. For any application which may be approved without a guarantee of water availability, the applicant knowingly assumes the entire risk of water availability for the project and/or application; and
4. I/we waive any and all claims against Hurricane City that are in any way related to water availability for any project, permit, or use for which the land use application has been approved.

Dated this _____ day of _____, 20___.

Applicant Name: _____

Name of Signer (if different from Applicant Name): _____

Title of Signer: MANAGER

Signature: PAUL JENSEN

STATE OF Utah)

COUNTY OF Washington)

On the 13 day of September, 2022, personally appeared before me Paul S. Jensen as authorized the signer of the above instrument, who duly acknowledged to me that he/she executed the same in the capacity agent of Lagom, LLC indicated on behalf of the Applicant.

JERROD PHILLIPS
NOTARY PUBLIC -STATE OF UTAH
My Comm. Exp 04/12/2023
Commission # 705326

Notary Public: _____

My Commission Expires: 4-12-23

All signatures to this Acknowledgment, other than for Applicants signing in an individual capacity, shall be accompanied by documentation acceptable to the City attesting to the fact that the signer hereof is authorized to execute the Acknowledgment on behalf of the Applicant (e.g. a copy of a corporate resolution, copy of a partnership agreement, etc.). (Ord. No. 2022-37 , 6-16-2022)

PRELIMINARY PLAT APPLICATION page 5 (General Information)

PURPOSE

The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to ensure that all proposed divisions of land conform to the City General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED

The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discuss the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required $150 fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (See submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled City Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear City Council comments, answer questions, and receive City Council decision. City Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

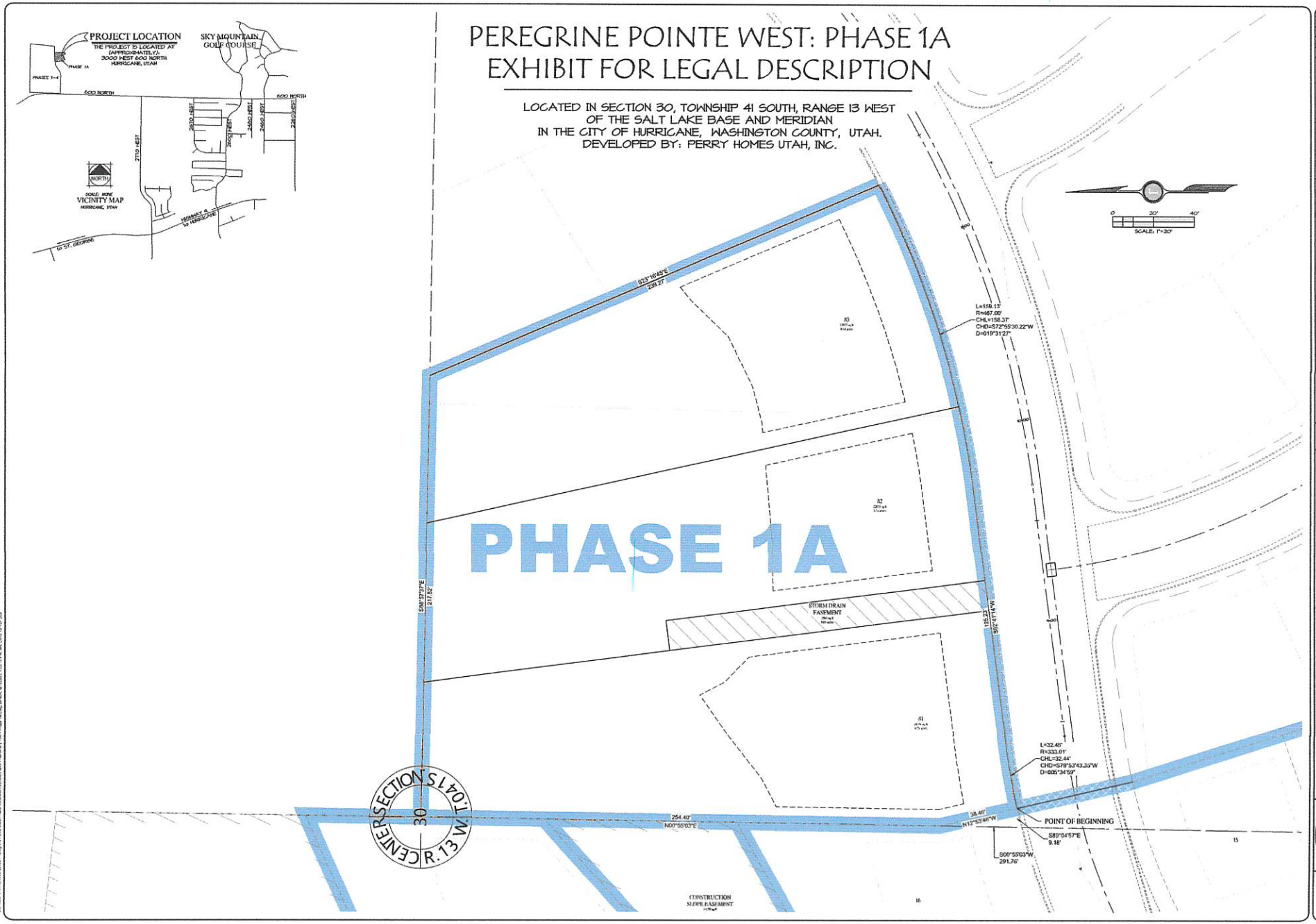
If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to Hurricane City standards. Construction drawings must be approved by both the Hurricane Joint Utilities Committee and the Ash Creek Special Service District. Approval means changes are made and all required signatures are obtained.

Once the preliminary plat is approved by the City Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one-year time limit is reached. The Planning Commission will review and make recommendation to the City Council on the final plat

when submitted. The City Council will typically review the Planning Commission recommendation within 1-2 weeks after the Commission action on the final plat.

APPEALS

The Planning Commission makes a recommendation to the City Council, so there is no appeal. The City Council's action on a preliminary plat is final unless appealed to the appropriate court.


PEREGRINE POINTE WEST: PHASE 1A
EXHIBIT FOR LEGAL DESCRIPTION
LOCATED IN SECTION 30, 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.
PROJECT LOCATION
THE PROJECT IS LOCATED AT (APPROXIMATELY): 3000 WEST 600 NORTH HURRICANE, UTAH
SKY MOUNTAIN GOLF COURSE
PHASE 1A
PHASES 1-4
600 NORTH
2710 WEST
2670 WEST
2600 WEST
2460 WEST
2260 WEST
NORTH
SCALE: NONE
VICINITY MAP
HURRICANE, UTAH
HIGHWAY 4 to HURRICANE
to ST. GEORGE
SCALE: 1"=20'
0
20'
40'
PHASE 1A
S23°16'45"E
239.27'
S88°57'37"E
217.52'
125.23'
S92°41'14"W
L=159.13'
R=467.00'
CHL=158.37'
CHD=S72°55'30.22"W
D=019°31'27"
STORM DRAIN EASEMENT
L=32.45'
R=333.01'
CHL=32.44'
CHD=S79°53'43.35"W
D=005°34'59"
POINT OF BEGINNING
S89°04'57"E
9.18'
S00°55'03"W
291.76'
38.46'
N12°53'46"W
254.40'
N00°55'03"E
CENTER SECTION 30
R.13 W. T.041 S
CONSTRUCTION SLOPE EASEMENT
DATE: 06/01/2022
JOB NO.: 1N30-22-001
DESIGNED BY: DSH
CHECKED BY: RAR
DWG.: Preliminary Plat
REVISIONS
DATE
ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive
Suite A-2
St. George, Utah 84790
Ph (435)673-8586 Fx (435)673-8297
www.rasinfo.com
EXHIBIT FOR LEGAL DESCRIPTION
FOR
PEREGRINE POINTE WEST: PHASE 1A
3000 WEST 600 NORTH
HURRICANE, UTAH
STATE OF UTAH
ROBERT A. REID
LICENSED PROFESSIONAL ENGINEER
SHEET
1.0
1 OF 1 SHEETS

ROSENBERG ASSOCIATES™
CIVIL ENGINEERS LAND SURVEYORS

Exhibit "A"

Beginning at a point on the north line of Cliffhanger Drive, a 58-foot public street, said point being on the southeast corner of Lot 16 of Peregrine Point West Phase 1 (proposed), said point located South 00°55'03" West 291.76 feet along the Center Section Line and South 89°04'57" East 9.18 from the Center Quarter Corner of Section 30, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running;

thence North 12°53'46" West 38.46 feet along the east line of said Lot 16 to the Center Section Line;
thence North 00°55'03" East 254.40 feet along the east line of said Lot 16 and the Center Section Line to the said center section corner of Section 30;
thence South 88°57'37" East 217.52 feet;
thence South 23°16'45" East 239.27 feet to the north right-of-way line of said Cliffhanger Drive;
thence westerly the following (3) courses along said Cliffhanger Drive;
thence West 159.13 feet along an arc of a 467.00-foot radius curve, concave to the north (center bears North 26°50'13" West, long chord bears South 72°55'30" West 158.37 feet with a central angle of 19°31'27");
thence South 82°41'14" West 125.23 feet;
thence West 32.45 feet along an arc of a 333.00-foot radius curve, concave to the south (center bears South 07°18'46" East, long chord bears South 79°53'44" West 32.44 feet with a central angle of 05°35'00") to the Point Beginning.

Containing 72,514 square feet or 1.66 acres.

Meridian Title Company

"We Do Good Deeds"

MTC File No. 321843

558 E Riverside Drive, Suite 205
Saint George, UT 84790

ESCROW OFFICER:
Jerrod Phillips
License Number: 282808

Ph. (435)319-8022
Fax (801)288-3773
jerrod@mtcutah.com

SUBJECT PROPERTY ADDRESS:	BUYER/BORROWER(S):
Peregrine Pointe West Phase 1A Hurricane, UT 84737	Perry Development, LLC

LOAN OFFICER:	LOAN PROCESSOR:
Attn:	Attn:

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files online!

Independently Owned and Operated Since 1980

ALTA Commitment for Title Insurance

Issued By Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Authorized Signatory

By *President*

Attest *Secretary*

ORT Form 4690 6/06 Rev. 8-1-16
ALTA Commitment for Title Insurance

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
(g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
(h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
(a) the Notice;
(b) the Commitment to Issue Policy;
(c) the Commitment Conditions;
(d) Schedule A;
(e) Schedule B, Part I—Requirements;
(f) Schedule B, Part II—Exceptions; and
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse
claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
(i) comply with the Schedule B, Part I—Requirements;
(ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
(iii) acquire the Title or create the Mortgage covered by this Commitment.
(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is
not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at http://www.alta.org/arbitration.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

SCHEDULE A

Commitment No. 321843

1. **Commitment Date**: May 24, 2022 8:00AM (Original)

Amount

2. Policy or Policies to be issued:

   A.

   Premium $0.00

   Proposed Insured: **Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below.**

   B. Endorsements:
   $0.00

3. The estate or interest in the land described or referred to in this Commitment is FEE SIMPLE

4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:

   Lagom LLC, a Utah limited liability company

5. The land referred to in this commitment is situated in the County of Washington, State of Utah, and described as follows:

   Beginning at a point on the north line of Cliffhanger Drive, a 58-foot public street, said point being on the Southeast corner of Lot 16 of Peregrine Point West Phase 1 (proposed), said point located North 00°55'03" East 1027.86 feet along the Center Section Line and South 89°04'57" East 9.18 feet from the South Quarter Corner of Section 30, Township 41 South, Range 13 West, Salt Lake Base & Meridian, and running; thence North 12°53'46" West 38.46 feet along the east line of said Lot 16 to the Center Section Line; thence North 00°55'03" East 254.40 feet along the east line of said Lot 16 and the Center Section Line to the Center 1/16 Corner of said Section 30; thence South 88°57'37" East 217.52 feet; thence South 23°16'45" East 239.27 feet to the north right-of-way line of said Cliffhanger Drive; thence westerly the following (3) courses along said Cliffhanger Drive; thence West 159.13 feet along an arc of a 467.00-foot radius curve, concave to the north (center bears North 26°50'13" West, long chord bears South 72°55'30" West 158.37 feet with a central angle of 19°31'27"); thence South 82°41'14" West 125.23 feet; thence West 32.45 feet along an arc of a 333.00-foot radius curve, concave to the south (center bears South 07°18'46" East, long chord bears South 79°53'44" West 32.44 feet with a central angle of 05°35'00") to the Point Beginning.

Address: Peregrine Pointe West Phase 1A, Hurricane, UT 84737

Escrow Officer: Jerrod Phillips

Old Republic National Title Insurance Company

Old Republic National Title Insurance Company

Counter Signed _____
Authorized Officer or Agent

SCHEDULE B - PART I
Requirements

File Number: 321843

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amounts for the estate or interest to be insured.

3. Pay us the premiums, fees and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

SCHEDULE B, PART II
Exceptions

File Number: 321843

This commitment does not republish any covenant, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, condition, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

This policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.

2. Easements, liens, encumbrances, or claims thereof, which are not shown by the public records.

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey of the land would disclose, and which are not shown by the public records.

4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore or hereafter furnished, which lien, or right to a lien, is not shown by the public record.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or, (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c), or (d) are shown by the public records.

6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

7. Any service, installation, connection, maintenance or construction charges for sewer, water electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the Public Records.

8. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

9. Taxes for the year 2022 are now a lien not yet due and payable. Taxes for the year 2021 have been paid in the amount of $6,256.57. Property I.D. No. H-3-1-30-320. (Includes other Property)

   Taxes for the year 2022 are now a lien not yet due and payable. Taxes for the year 2021 have been paid in the amount of $446.06. Property I.D. No. H-3-1-30-321. (Includes other Property)

Taxes for the year 2022 are now a lien not yet due and payable. Taxes for the year 2021 have been paid in the amount of $772.78. Property I.D. No. H-3-1-30-2202. (Includes other Property)

10. Said property is located within the boundaries of HURRICANE and is subject to the charges and assessments levied thereunder.

11. Rights of Way, Easements, Ditches, Canals or any other adverse matters which may be disclosed by Inspection or Survey of said Property.

12. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby;

Amount:	$10,560,000.00
Dated:	December 28, 2007
Trustor:	Lagom, LLC, a Utah limited liability company
Trustee:	Southern Utah Title Company, a Utah corporation
Beneficiary:	Shadow Mountain Development Corporation, a Utah corporation
Recorded:	December 31, 2007 as Entry No. 20070060945 of Official Records.

13. Materials or labor liens created or authorized by law of which no notice is of record. Including, but not limited to, the State Construction Registry.

NOTE: Upon full and satisfactory compliance with all underwriting requirements, including but not limited to, the requirements set forth in Schedule B-1, and payment of all applicable charges, exceptions 1-8 may be omitted from the policy or policies to be issued hereunder.

NOTE: Judgments have been searched in the names of Lagom LLC and Perry Development, LLC for the past eight years and none were found of record except as shown above.

NOTE: A cancellation fee of $250.00 will be billed for this commitment if a Policy of Title Insurance is not issued within 120 days.

NOTE: The policy to be issued contains an arbitration clause. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action. You may review a copy of the arbitration rules at http://www.alta.org. Any decision reached by arbitration shall be binding upon both you and the Company. The arbitration award may include attorney's fees, if allowed by state law, and may be entered as a judgment in any court of proper jurisdiction.

NOTE: This file was examined by Sean Newell (801) 264-8888.

CHAIN OF TITLE

Order Number: 321843

THIS IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT MADE A PART OF ANY COMMITMENT FOR TITLE INSURANCE PRODUCED BY MERIDIAN TITLE COMPANY.

According to Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows:

None

Meridian
Title Company
"We Do Good Deeds"

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Old Republic National Title Insurance Company and Meridian Title Company.

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

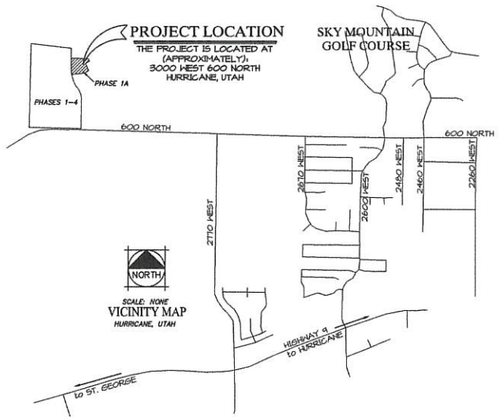
WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

(Revised February 5, 2016)

PEREGRINE POINTE WEST: PHASE 1A
PRELIMINARY PLAT

LOCATED IN SECTION 30, 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.



ZONE R1-6

AVERAGE LOT AREA:	6,000 SQ.FT.
MIN. LOT AREA:	4,800 SQ.FT.
MIN. FRONTAGE:	60'

RESIDENTIAL SETBACKS

FRONT:	25'
REAR:	10'
SIDE:	7.5'
STREETSIDE:	20'

SITE INFORMATION:

CURRENT ZONE: R1-6 (PHASES 1-4)

TOTAL AREA: 1.66 AC (72,514 SQ.FT.)
RESIDENTIAL UNITS: 3

TOTAL RESIDENTIAL UNITS (3) AREA: 1.61 AC
(70,150 SQ.FT.) = 96.98%
TOTAL EASEMENT AREA: 0.05 AC
(2,364 SQ.FT.) = 3.01%

AVERAGE RESIDENTIAL LOT SIZE: 70,150/3 = 23,383 SQ.FT.
DENSITY: UNITS/ACRES = 3/1.61 = 1.86 UNITS PER ACRE

EXISTING PEREGRINE POINT PHASE 1

EXISTING IMPROVEMENTS, TYP.

PHASE BOUNDARY LINE, TYP.

EXISTING RETAINING WALL, TYP.

EXISTING SD CURB INLET

STORM DRAIN EASEMENT

EXISTING FENCE

30% SLOPE BOUNDARY, TYP.

20' MIN. BUILDING SETBACK FROM 30% SLOPE BOUNDARY, TYP.

EXISTING SECTION CORNER (3" ALUMINUM CAP CENTER ¼ SECTION 30)

CONSTRUCTION SLOPE EASEMENT

REMNANT PROPERTY

EXISTING SS MH
(DIA: 60")
STA: 11+20.63
OFF: 0.75' R
RIM (EX): 3048.95
RIM (PRO): ???
INV IN: 3037.55 24"
INV OUT: 3037.35 24"

EXISTING SS MH
(DIA: 60")
STA: 9+15.23
OFF: -3.50' L
RIM (EX): 3044.82
RIM (PRO): ???
INV IN: 3036.42 24"
INV IN: 3052.42 8" PVC
INV OUT: 3036.22 24" PVC

EXISTING SS MH
(DIA: 60")
STA: 7+83.53
OFF: -12.80' L
RIM (EX): 3043.12
RIM (PRO): ???
INV IN: 3035.42 24" PVC
INV OUT: 3035.22 24" PVC

EXISTING MONUMENT

CLIFFHANGER DRIVE
50' PUBLIC STREET

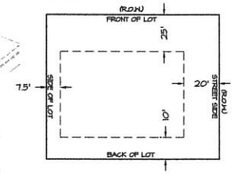
N 3000 W
50' PUBLIC STREET

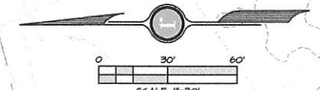
N 3025 W
45' PUBLIC STREET

EXISTING PEREGRINE POINT WEST PHASES 1-4

TYPICAL LOT SETBACKS:

N.T.S.





OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
PERRY HOMES UTAH, INC.
CONTACT: GREG SANT
2250 NORTH CORAL CANYON BOULEVARD, SUITE 215
WASHINGTON, UTAH 84780 (435) 251-4090 (OFFICE)

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ROB REID
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

GEOTECHNICAL ENGINEER

GEOTECHNICAL ENGINEER FOR THIS PROJECT IS:
LANDMARK TESTING & ENGINEERING
745 EAST FACTORY DRIVE
ST. GEORGE, UT 84790 (435) 986-0566

LEGEND

- 2' CONTOUR - EX
- 10' CONTOUR - EX
- 2' CONTOUR - PRO
- 10' CONTOUR - PRO
- TOP BACK CURB - EX
- FLOWLINE CURB - EX
- TOP BACK CURB - PRO
- FLOWLINE CURB - PRO
- WATER LINE - EX
- SEWER LINE - EX
- WATER LINE - PRO
- SEWER LINE - PRO
- OVERHEAD POWER LINE - EX
- OVERHEAD POWER LINE - PRO
- FLOWLINE/DRAINAGE SWALE - EX
- FLOWLINE/DRAINAGE SWALE - PRO
- PROPERTY LINE - EX
- PROPERTY LINE - PRO
- FIRE HYDRANT - EX
- FIRE HYDRANT - PRO
- SEWER MANHOLE - EX
- SEWER MANHOLE - PRO
- WATER VALVE -EX
- WATER VALVE -PRO
- WATER METER -EX
- WATER METER -PRO
- STORM DRAIN CURB INLET - EX
- STORM DRAIN CURB INLET - PRO
- ASPHALT PAVEMENT - EX
- ASPHALT PAVEMENT - PRO
- CONCRETE PAD - EX
- CONCRETE PAD - PRO
- SURFACE FLOW DIRECTION - EX (-2.00%)
- SURFACE FLOW DIRECTION - PRO
- CLASS II MONUMENT - EX
- POWER POLE - EX
- POWER POLE - PRO

DATE: 04/15/2022
JOB NO.: 11930-22-001
DESIGNED BY: DSH
CHECKED BY: RAR
DWG: Preliminary Plat
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive
Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.racivil.com

PRELIMINARY PLAT
FOR
PEREGRINE POINTE WEST: PHASE 1A
3000 WEST 600 NORTH
HURRICANE, UTAH

STATE OF UTAH
LICENSED PROFESSIONAL ENGINEER
No. 189106
ROBERT A. REID

SHEET
1.0
1 OF 1 SHEETS

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PEREGRINE POINTE WEST: PHASE 1A
PRELIMINARY PLAT

LOCATED IN SECTION 30, 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.

ZONE R1-6

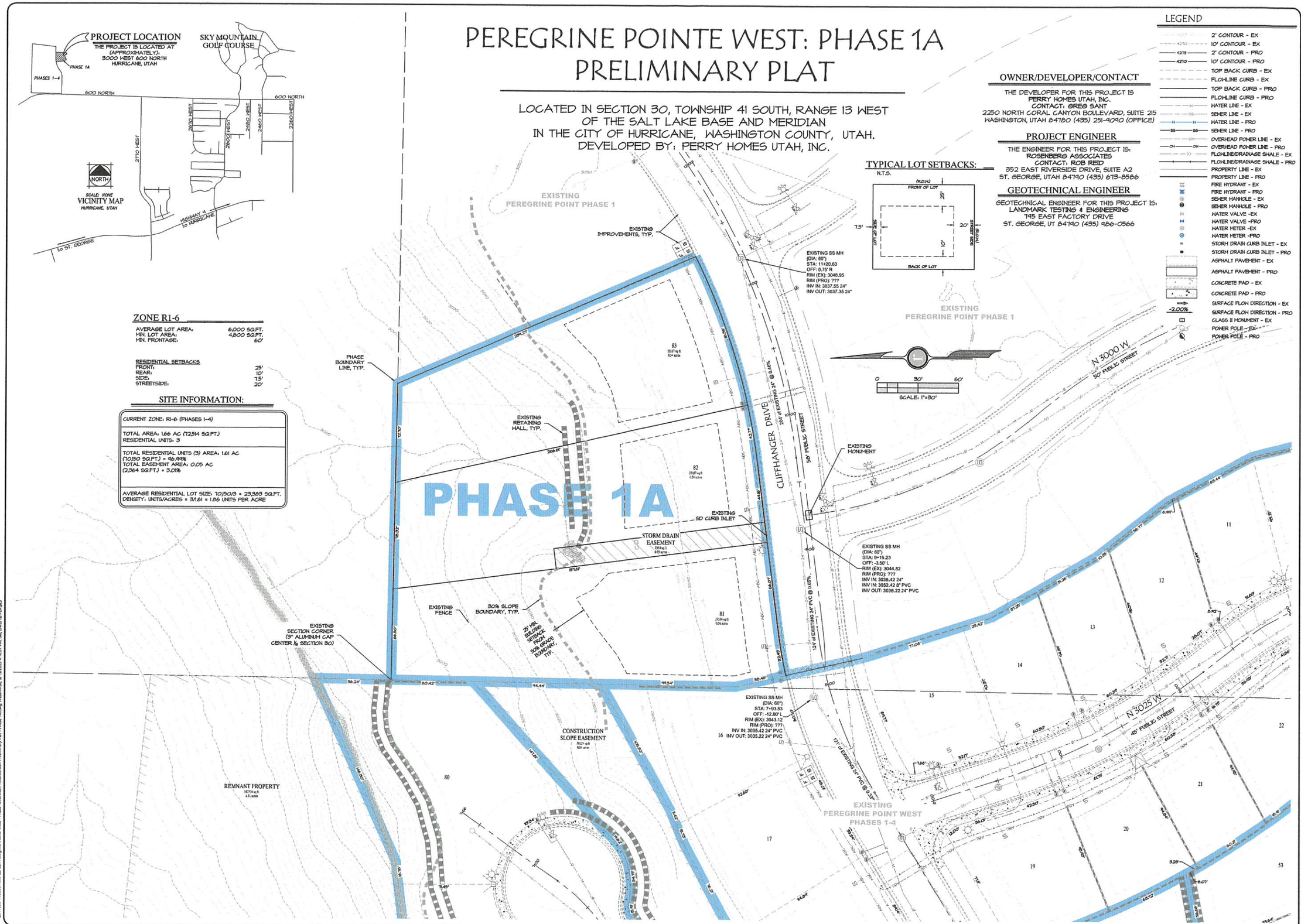
AVERAGE LOT AREA:	6,000 SQ.FT.
MIN. LOT AREA:	4,800 SQ.FT.
MIN. FRONTAGE:	60'

RESIDENTIAL SETBACKS

FRONT:	25'
REAR:	10'
SIDE:	7.5'
STREETSIDE:	20'

SITE INFORMATION:

CURRENT ZONE: R1-6 (PHASES 1-4)
TOTAL AREA: 1.66 AC (72,314 SQ.FT.) RESIDENTIAL UNITS: 3
TOTAL RESIDENTIAL UNITS (3) AREA: 1.61 AC (70,150 SQ.FT.) = 96.99% TOTAL EASEMENT AREA: 0.05 AC (2,364 SQ.FT.) = 3.01%
AVERAGE RESIDENTIAL LOT SIZE: 70,150/3 = 23,383 SQ.FT. DENSITY: UNITS/ACRES = 3/1.61 = 1.86 UNITS PER ACRE



TYPICAL LOT SETBACKS:

N.T.S.

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ST. GEORGE, UT 84790 (435) 986-0566

LEGEND

- 2' CONTOUR - EX
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- WATER METER -PRO
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- STORM DRAIN CURB INLET - PRO
- ASPHALT PAVEMENT - EX
- ASPHALT PAVEMENT - PRO
- CONCRETE PAD - EX
- CONCRETE PAD - PRO
- SURFACE FLOW DIRECTION - EX (-2.00%)
- SURFACE FLOW DIRECTION - PRO
- CLASS II MONUMENT - EX
- POWER POLE - EX
- POWER POLE - PRO

DATE:	04/15/2022
JOB NO:	11930-22-001
DESIGNED BY:	DSH
CHECKED BY:	RAR
DWG:	Preliminary Plat

REVISIONS DATE

ROSENBERG ASSOCIATES
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PRELIMINARY PLAT
FOR
PEREGRINE POINTE WEST: PHASE 1A
3000 WEST 600 NORTH
HURRICANE, UTAH

STATE OF UTAH — LICENSED PROFESSIONAL ENGINEER — No. 189106 — ROBERT A. REID

SHEET
1.0
1 OF 1 SHEETS

Z:\11930-11999\11930-22-001 Peregrine Pointe West - Phase 1A\DWG\11930-22-001 Preliminary Plat - Phase 1A.dwg Prelim Plat, 9/15/2022 4:16:01 PM, dsh, DWG To PDF.pc3

PEREGRINE POINTE WEST: PHASE 1A
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LOCATED IN SECTION 30, TOWNSHIP 41 SOUTH, RANGE 13 WEST
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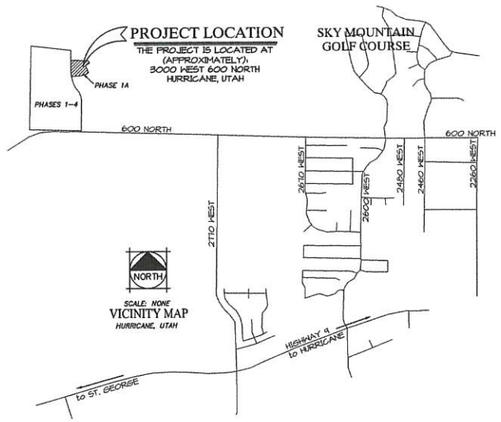

ZONE R1-6

AVERAGE LOT AREA:	6,000 SQ.FT.
MIN. LOT AREA:	4,800 SQ.FT.
MIN. FRONTAGE:	60'

RESIDENTIAL SETBACKS

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STREETSIDE:	20'

SITE INFORMATION:

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DENSITY: UNITS/ACRES = 3/1.61 = 1.86 UNITS PER ACRE

EXISTING PEREGRINE POINT PHASE 1

EXISTING IMPROVEMENTS, TYP.

EXISTING SS MH (DIA: 60") STA: 11+20.63 OFF: 0.70' R RIM (EX): 3048.95 RIM (PRO): ??? INV IN: 3037.55 24" INV OUT: 3037.35 24"

PHASE BOUNDARY LINE, TYP.

EXISTING RETAINING WALL, TYP.

PHASE 1A

EXISTING 5D CURB INLET

STORM DRAIN EASEMENT

EXISTING FENCE

30% SLOPE BOUNDARY, TYP.

25' MIN. BUILDING SETBACK FROM 30% GRADE BOUNDARY, TYP.

EXISTING SECTION CORNER (3" ALUMINUM CAP CENTER ¼ SECTION 30)

REMNANT PROPERTY

CONSTRUCTION SLOPE EASEMENT

CLIFFHANGER DRIVE

50' PUBLIC STREET

EXISTING MONUMENT

EXISTING SS MH (DIA: 60") STA: 9+15.23 OFF: -3.50' L RIM (EX): 3044.82 RIM (PRO): ??? INV IN: 3036.42 24" INV IN: 3052.42 8" PVC INV OUT: 3036.22 24" PVC

EXISTING SS MH (DIA: 60") STA: 7+93.53 OFF: -12.80' L RIM (EX): 3043.12 RIM (PRO): ??? INV IN: 3035.42 24" PVC INV OUT: 3035.22 24" PVC

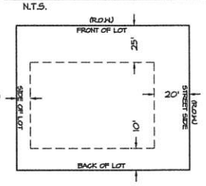
EXISTING PEREGRINE POINT PHASES 1-4

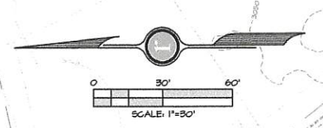
N 3000 W
50' PUBLIC STREET

N 3025 W
50' PUBLIC STREET

TYPICAL LOT SETBACKS:

N.T.S.





OWNER/DEVELOPER/CONTACT

THE DEVELOPER FOR THIS PROJECT IS
PERRY HOMES UTAH, INC.
CONTACT: GREG SANT
2250 NORTH CORAL CANYON BOULEVARD, SUITE 215
WASHINGTON, UTAH 84780 (435) 251-9090 (OFFICE)

PROJECT ENGINEER

THE ENGINEER FOR THIS PROJECT IS:
ROSENBERG ASSOCIATES
CONTACT: ROB REID
352 EAST RIVERSIDE DRIVE, SUITE A2
ST. GEORGE, UTAH 84790 (435) 673-8586

GEOTECHNICAL ENGINEER

GEOTECHNICAL ENGINEER FOR THIS PROJECT IS:
LANDMARK TESTING & ENGINEERING
745 EAST FACTORY DRIVE
ST. GEORGE, UT 84790 (435) 986-0566

LEGEND

- 2' CONTOUR - EX
- 10' CONTOUR - EX
- 2' CONTOUR - PRO
- 10' CONTOUR - PRO
- TOP BACK CURB - EX
- FLOWLINE CURB - EX
- TOP BACK CURB - PRO
- FLOWLINE CURB - PRO
- WATER LINE - EX
- SEWER LINE - EX
- WATER LINE - PRO
- SEWER LINE - PRO
- OVERHEAD POWER LINE - EX
- OVERHEAD POWER LINE - PRO
- FLOWLINE/DRAINAGE SWALE - EX
- FLOWLINE/DRAINAGE SWALE - PRO
- PROPERTY LINE - EX
- PROPERTY LINE - PRO
- FIRE HYDRANT - EX
- FIRE HYDRANT - PRO
- SEWER MANHOLE - EX
- SEWER MANHOLE - PRO
- WATER VALVE -EX
- WATER VALVE -PRO
- WATER METER -EX
- WATER METER -PRO
- STORM DRAIN CURB INLET - EX
- STORM DRAIN CURB INLET - PRO
- ASPHALT PAVEMENT - EX
- ASPHALT PAVEMENT - PRO
- CONCRETE PAD - EX
- CONCRETE PAD - PRO
- SURFACE FLOW DIRECTION - EX
- SURFACE FLOW DIRECTION - PRO
- CLASS II MONUMENT - EX
- POWER POLE - EX
- POWER POLE - PRO

DATE: 09/15/2022
JOB NO.: 11930-22-001
DESIGNED BY: DSN
CHECKED BY: RAR
DWG: Preliminary Plat
DATE
REVISIONS

ROSENBERG ASSOCIATES
CIVIL ENGINEERS • LAND SURVEYORS
352 East Riverside Drive
Suite A-2
St. George, Utah 84790
Ph (435) 673-8586 Fx (435) 673-8397
www.rasch.com

PRELIMINARY PLAT
FOR
PEREGRINE POINTE WEST: PHASE 1A
3000 WEST 600 NORTH
HURRICANE, UTAH

STATE OF UTAH
No. 189106
ROBERT A. REID
LICENSED PROFESSIONAL ENGINEER

SHEET
1.0
1 OF 1 SHEETS

Z:\11000-11999\11930-22-001 Peregrine Pointe West - Phase 1A\DWG\11930-22-001 Preliminary Plat - Phase 1A.dwg, Prelim-Plat, 9/15/2022 4:19:01 PM, dsh, DWG To PDF.pc3

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-PP-27
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Peregrine Pointe West 1A
Agent:	Greg Sant
Request:	Approval of a Preliminary Plat
Location:	3000 W Cliffhanger Dr
Zoning:	R1-6
General Plan Map:	Single Family

Planning Commission Recommendation
The Planning Commission gave a positive recommendation on the proposed preliminary plat, subject to both Hurricane Water Department and Ash Creek Special Service District issue a will serve letter.

Discussion: The applicant is proposing a three lot subdivision north of the existing Peregrine Pointe subdivision. The applicant has informed staff that this section of property was left off of previous preliminary plat approvals for an unknown reason so this will bring everything in line.

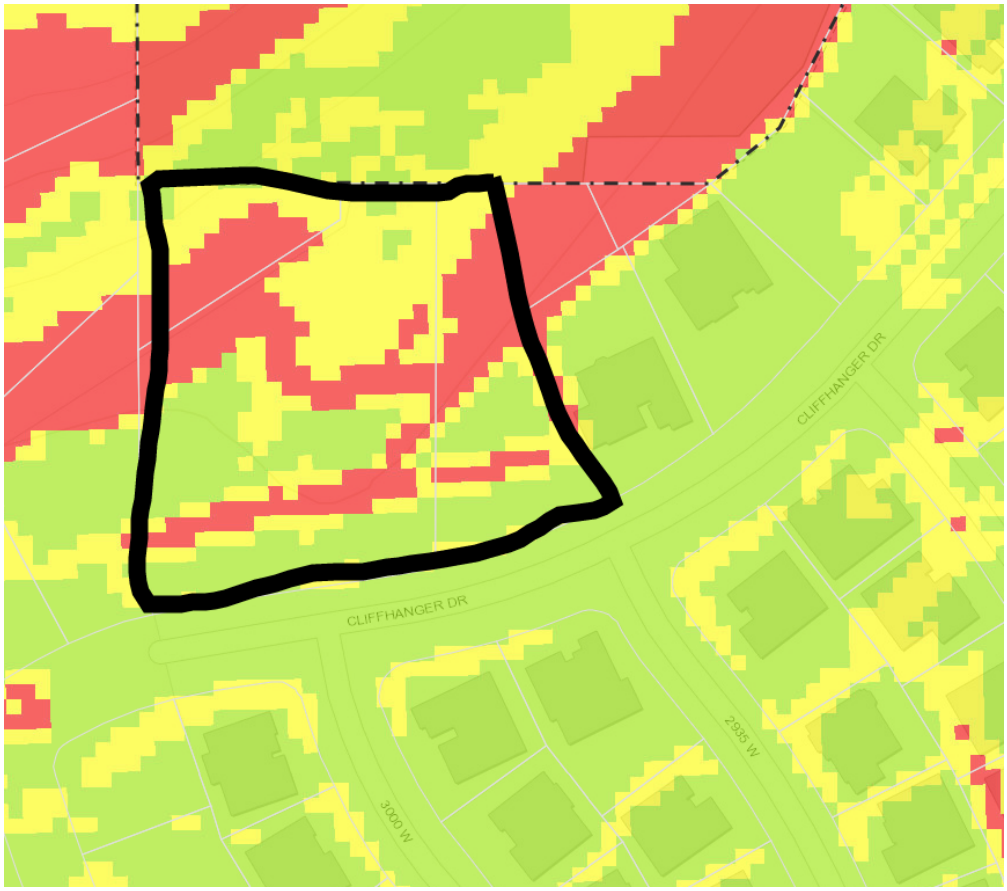
Map is approximate

JUC Comments
Public Works:
Water:. No comments at this time
Power: Power is in the area. Depending on service sizes equipment may need to be upgraded.
Sewer:. If existing laterals do not align with the lots new laterals will need to be installed and existing laterals abandoned, cut, and capped
Engineering: Everything over 30% slope needs to be designated as a non-buildable area. This plat will create a remainder parcel, what will become of it? Correct typical lot setbacks box. The storm drain easement should be 20' wide and cover the drainage path all the way to the BLM property.
Streets: No issues as long as the storm drain easement is maintained
Fire: Okay
Phone/Cable: No comments

Staff Comments: Preliminary Plat

1. The property is split zoned between R1-8 PDO and R1-6. The applicant implicitly acknowledges this because the plans show R1-6 and the application shows R1-8 PDO. The line appears to go through Lot 83.
    a. Per HCC 10-11-5: *Ambiguous zone. Any property which is not clearly zoned on the City's official zoning map shall be deemed to be in the most restrictive adjacent zone.*
    b. This property was included in the zone change to R1-6 for Peregrine Pointe West that passed in late 2020 but not in the zone change to R1-6 PDO that was passed earlier this year.
    c. This subdivision is thus zoned R1-6. All lots meet R1-6 development standards
2. There are two setback requirements shown on the preliminary plat, one is the R1-8 PDO setbacks and one is the R1-6 setbacks. The "typical lot setbacks" box should be removed or corrected.

3. **Sensitive Lands:** This property is right up against the Virgin River cliffs, while the buildable area lines shown mostly line up with the existing slopes there is some sloping that seems to be going through the lots, as seen below



Hurricane City slope map

Hurricane City Code 10-24-5 states: *A slope shall be subject to this chapter only when a contiguous identified area of ten percent or greater exceeds two acres, or if the site is less than one acre and the entire site is ten percent or greater.* The whole property is only 1.66 acres.

The applicant has told staff that they do not plan to do any grading on the site, staff has some doubts about whether that is doable within the setbacks but if the applicant can make it work then that should be acceptable. Grading plans and geotech reports are required as part of construction drawings and building permits.

4. The subdivision will presumably be developed in one phase
5. A will serve letter from the sanitary and culinary water provider has not been provided
6. A note indicating whether the plat is located in a desert tortoise take area has not been provided.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff recommends approval of the preliminary plat subject to staff and JUC comments if the City receives a will serve letters as required.

HURRICANE CITY
UTAH

STAFF COMMENTS

Public Hearing to take comments on the following:

Discussion:

Findings:

Recommendation:

Attachments:
None

HURRICANE CITY
UTAH

STAFF COMMENTS

(A) The issuance and sale of not more than **$1,000,000 aggregate principal amount of water revenue bonds**, series 2022 and (B) any **potential economic impact** that the project to be financed with the proceeds of the bonds issued under the act may have on the private sector; and related matters

Discussion:

Findings:

Recommendation:

Attachments:
None

HURRICANE CITY
UTAH

STAFF COMMENTS

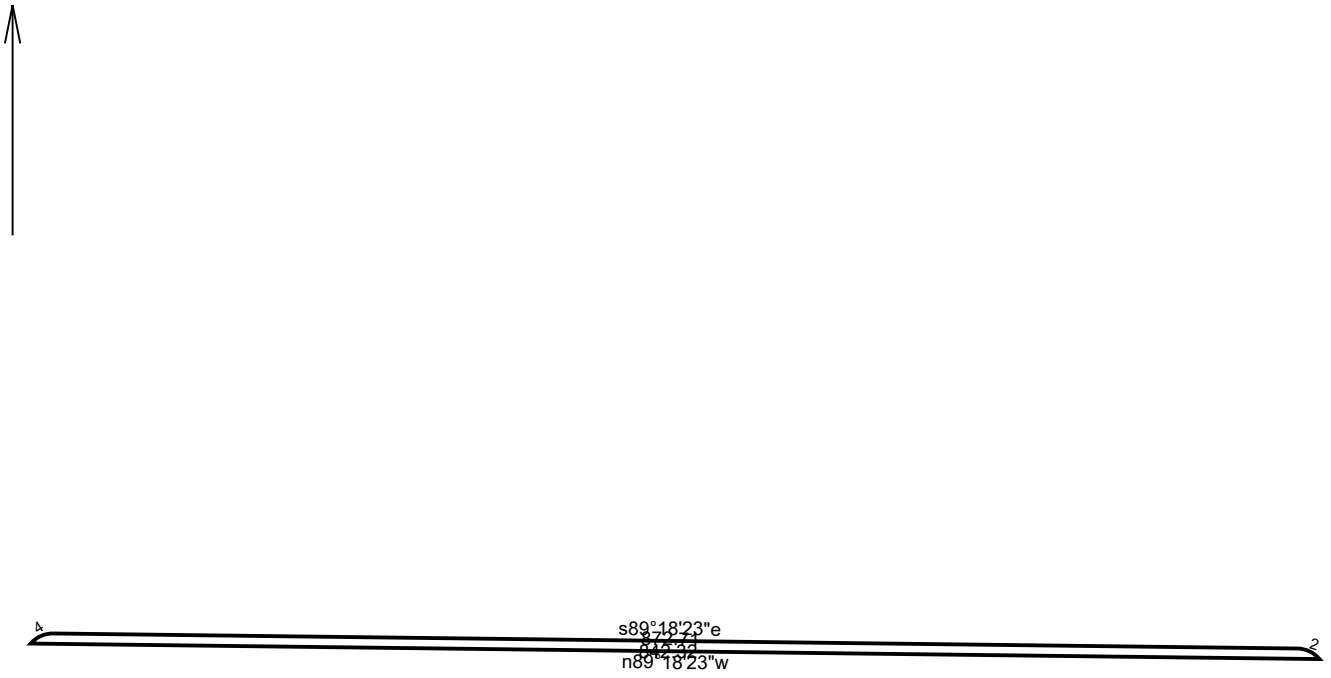
Resolution 2022- 48: Consideration and possible approval of a **road abandonment on a 7-foot section of Turf Sod Rd.** between 5140 West and Antenna Avenue

Discussion:
State Code: https://le.utah.gov/xcode/Title10/Chapter9a/10-9a-S208.html
Hurricane Code:
https://library.municode.com/ut/hurricane/codes/code_of_ordinances?nodeId=TIT1AD_CH10SUPR

Findings:

Recommendation:

Attachments:
1. 20260 City Parcel Exhibit A Deed Plot
2. 20260 City Parcel Exhibit A
3. 20260 City Exhibit A & B Signed 081822
4. Resolution 2022-48 Turf Sod Road Abandonment (v. 3)



	8/18/2022
Scale: 1 inch= 130 feet	File: 20260 City Parcel Exhibit A Deed Plot.ndp

Tract 1: 0.1387 Acres (6044 Sq. Feet), Closure: n89.5236w 0.01 ft. (1/236320), Perimeter=1750 ft.

01 s89.1823e 842.32
02 Rt, r=20.00, delta=049.2730, arc=17.26
03 n89.1823w 872.71
04 Rt, r=20.00, delta=049.2731, arc=17.26, radial=s48.4554e

CivilScience
Engineers | Surveyors | Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

EXHIBIT "A"

BEGINNING AT A POINT BEING N 1°11'02" E 1330.51 FEET ALONG THE WEST LINE OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND S 89°18'23" E 297.48 FEET AND S 0°41'37" W 35.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11, POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF TURF SOD ROAD, DOCUMENT NO. 20160012726, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 89°18'23" E 842.32 FEET ALONG SAID SOUTHERLY LINE, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 17.26 FEET THROUGH A CENTRAL ANGLE OF 49°27'30"; THENCE N 89°18'23" W 872.71 FEET TO A POINT BEING ON THE EASTERLY RIGHT OF WAY OF 5140 WEST STREET, DOCUMENT NO. 20160012726, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, TO A POINT OF CURVATURE WITH A 20.00 FOOT NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S 48°45'54" E; THENCE ALONG THE ARC OF SAID CURVE 17.26 FEET THROUGH A CENTRAL ANGLE OF 49°27'31" TO SAID SOUTHERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 6,044 SQ. FT. OR 0.14 ACRE, MORE OR LESS

TWS
20260

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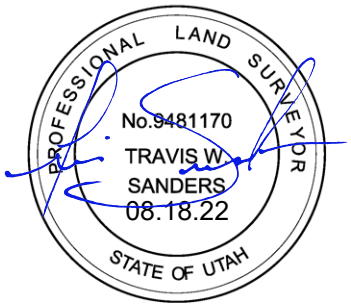
St. George, UT 84770
435-986-0100

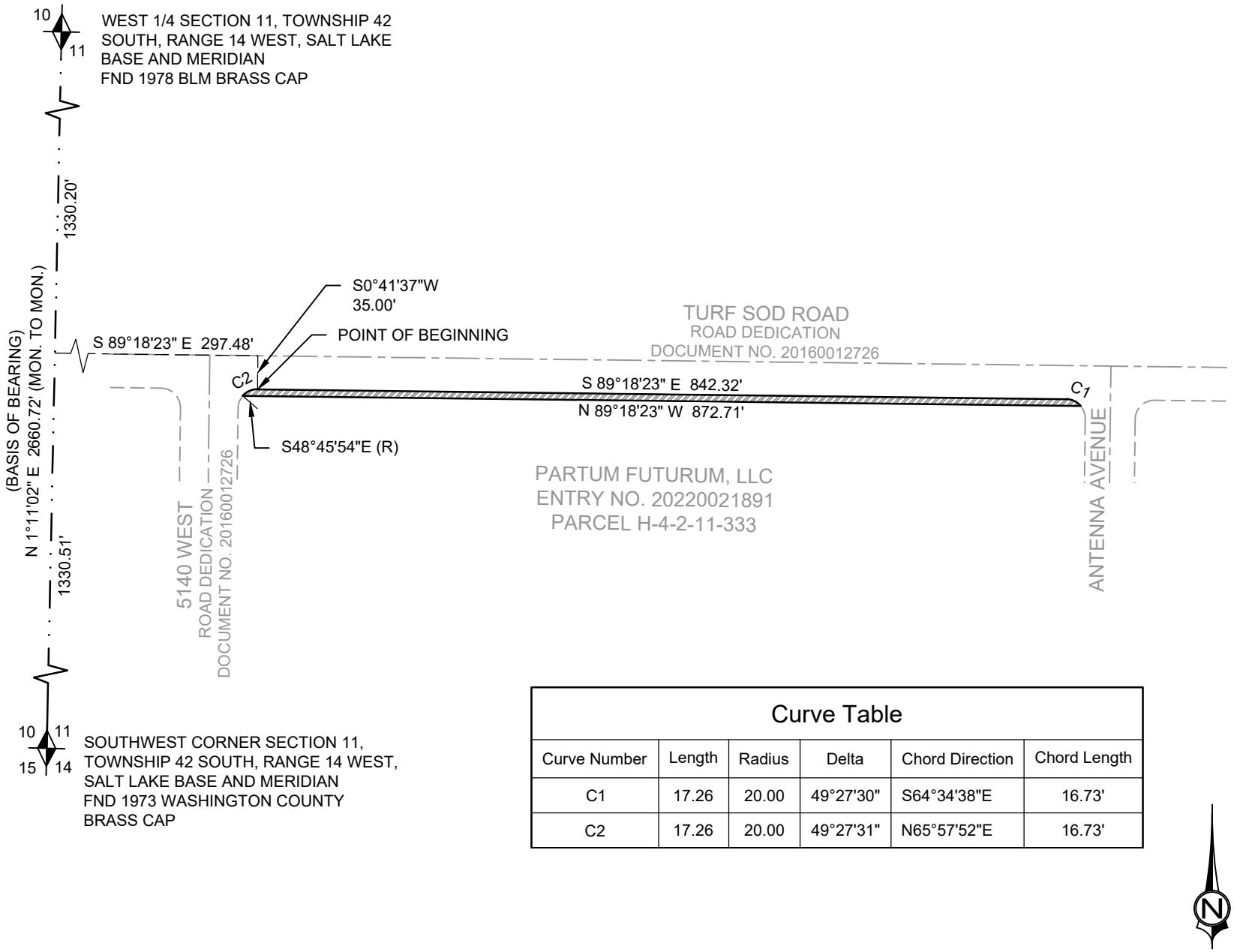
EXHIBIT "A"

BEGINNING AT A POINT BEING N 1°11'02" E 1330.51 FEET ALONG THE WEST LINE OF SECTION 11, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND S 89°18'23" E 297.48 FEET AND S 0°41'37" W 35.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 11, POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF TURF SOD ROAD, DOCUMENT NO. 20160012726, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 89°18'23" E 842.32 FEET ALONG SAID SOUTHERLY LINE, TO THE POINT OF CURVATURE OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 17.26 FEET THROUGH A CENTRAL ANGLE OF 49°27'30"; THENCE N 89°18'23" W 872.71 FEET TO A POINT BEING ON THE EASTERLY RIGHT OF WAY OF 5140 WEST STREET, DOCUMENT NO. 20160012726, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, TO A POINT OF CURVATURE WITH A 20.00 FOOT NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS S 48°45'54" E; THENCE ALONG THE ARC OF SAID CURVE 17.26 FEET THROUGH A CENTRAL ANGLE OF 49°27'31" TO SAID SOUTHERLY LINE AND THE POINT OF BEGINNING.

CONTAINS 6,044 SQ. FT. OR 0.14 ACRE, MORE OR LESS



TWS
20260



Curve Table

Curve Number	Length	Radius	Delta	Chord Direction	Chord Length
C1	17.26	20.00	49°27'30"	S64°34'38"E	16.73'
C2	17.26	20.00	49°27'31"	N65°57'52"E	16.73'

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ST. GEORGE, UT 84770
435.986.0100

EXHIBIT B

HURRICANE CITY PARCEL

FF20260

Resolution 2022- 48

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING THE ABANDONMENT OF A PORTION OF A PUBLIC RIGHT-OF-WAY LOCATED ON TURF SOD ROAD

WHEREAS, Utah Code 72-5-105 grants the City power to abandon public highways, streets, or roads that are maintained and operated by the City; and

WHEREAS, the adjacent property owner has petitioned the City requesting the public right-of-way located adjacent to its property identified by the County Assessor as Parcel Number H- H-4-2-11-333 be abandoned to the property owner; and

WHEREAS, the property proposed for abandonment is beyond the roadway requirements within the City's Transportation Master Plan; and

WHEREAS, the total area of the property proposed for abandonment totals approximately 6,044 square feet or 0.14 square feet; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code 10-9a-208 *Hearing and notice for petition to vacate a public street,* and

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

WHEREAS, the property owner has submitted construction plans for Turf Sod Road that have been approved by the City that would support the abandonment of the public right-of-way; and

WHEREAS, the abandonment will not negatively affect adjacent property owners.

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the property described in the attached petition and survey to vacate the public roadway be abandoned and incorporated into the adjacent property.

BE IT HEREBY RESOLVED FURTHER by the City Council of Hurricane, Utah that the abandonment shall not release the property owner of their obligation to provide a public utility easement or needed improvements to the right-of-way as part of any future development of parcel H-4-2-11-333.

DATED this 20th day of October, 2022.

_____

Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October, 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag

HURRICANE CITY
UTAH

STAFF COMMENTS

Resolution 2022- 49: Consideration and possible approval of a **road abandonment of the north section of 2800 West** to allow for the realignment of the master-planned road

Discussion:
State Code: https://le.utah.gov/xcode/Title10/Chapter9a/10-9a-S208.html
Hurricane Code:
https://library.municode.com/ut/hurricane/codes/code_of_ordinances?nodeId=TIT1AD_CH10SUPR

Findings:

Recommendation:

Attachments:
1. 2720 West ROW Legal and Exhibits
2. Right of Occupancy
3. Resolution 2022-49 2800 W Road Abandonment (v. 5) (with exhibits)
4. 20210081732 Right of Occupancy for H-3-1-32-1108

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St. George, UT 84770
435-986-0100

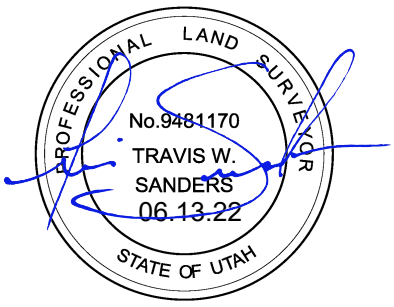
EXHIBIT "A"

LEGAL DESCRIPTION

2720 WEST RIGHT-OF-WAY:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHWEST CORNER OF SECTION 32, POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 600 SOUTH STREET, AND RUNNING THENCE S 88°50'11" E 50.00 FEET ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF SKY RIDGE SUBDIVISION PHASE 13, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, (1) S 0°52'28" W 543.44 FEET, (2) THENCE S 89°07'32" E 5.00 FEET, TO THE NORTHWEST CORNER OF LOT N-217 OF SKY RIDGE SUBDIVISION PHASE 14, RECORDED AND ON FILE IN THE SAID OFFICE OF THE RECORDER; THENCE S 0°52'28" W 366.30 FEET ALONG THE WEST LINE OF SAID LOT AND THE EXTENSION THEREOF, TO THE POINT OF CURVATURE OF A 845.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 89°09'53" W; THENCE ALONG THE ARC OF SAID CURVE 358.31 FEET THROUGH A CENTRAL ANGLE OF 24°17'43"; THENCE N 23°27'35" W 14.61 FEET, TO THE POINT OF CURVATURE OF A 979.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 9.58 FEET THROUGH A CENTRAL ANGLE OF 0°33'39", TO A POINT ON THE WEST RIGHT-OF-WAY OF 2720 WEST STREET, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 0°52'28" E 540.41 FEET ALONG SAID LINE, TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF 600 SOUTH STREET; THENCE S 88°56'30" E 30.00 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 53,521 SQ FT OR 1.23 ACRES MORE OR LESS



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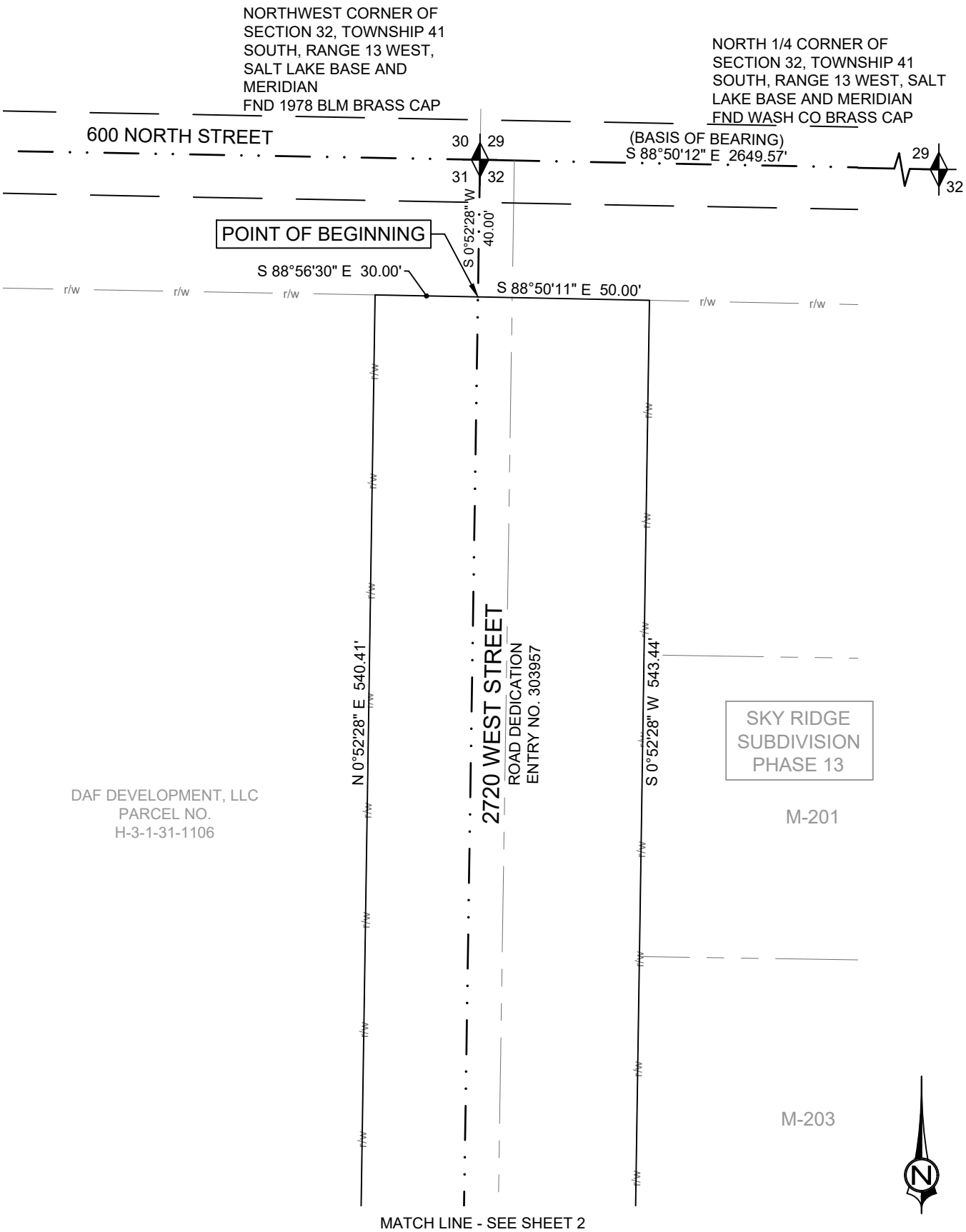
JOB NO. 20151

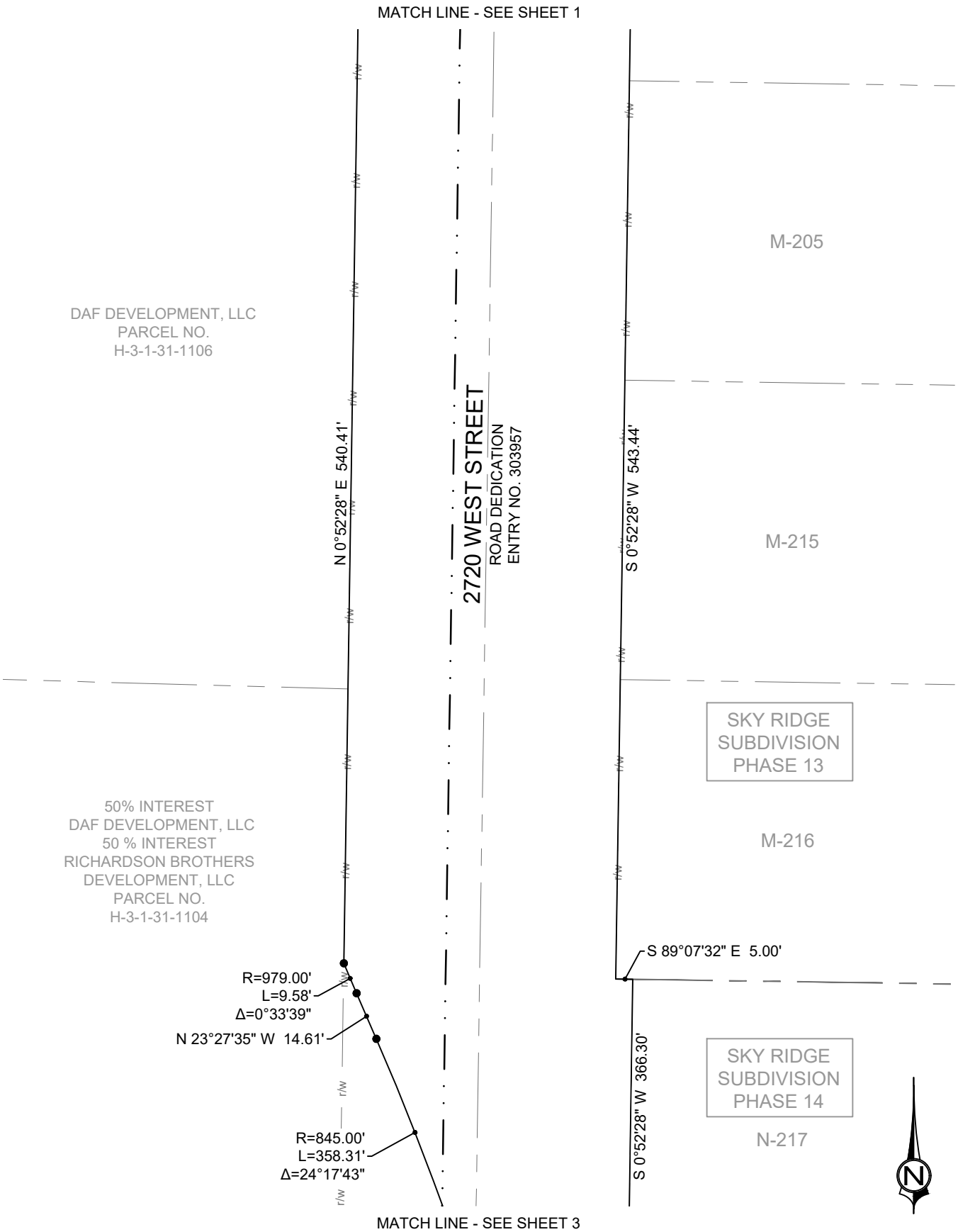


FF20151.00
SHEET 1 OF 3

EXHIBIT "B"

2720 WEST RIGHT OF WAY

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

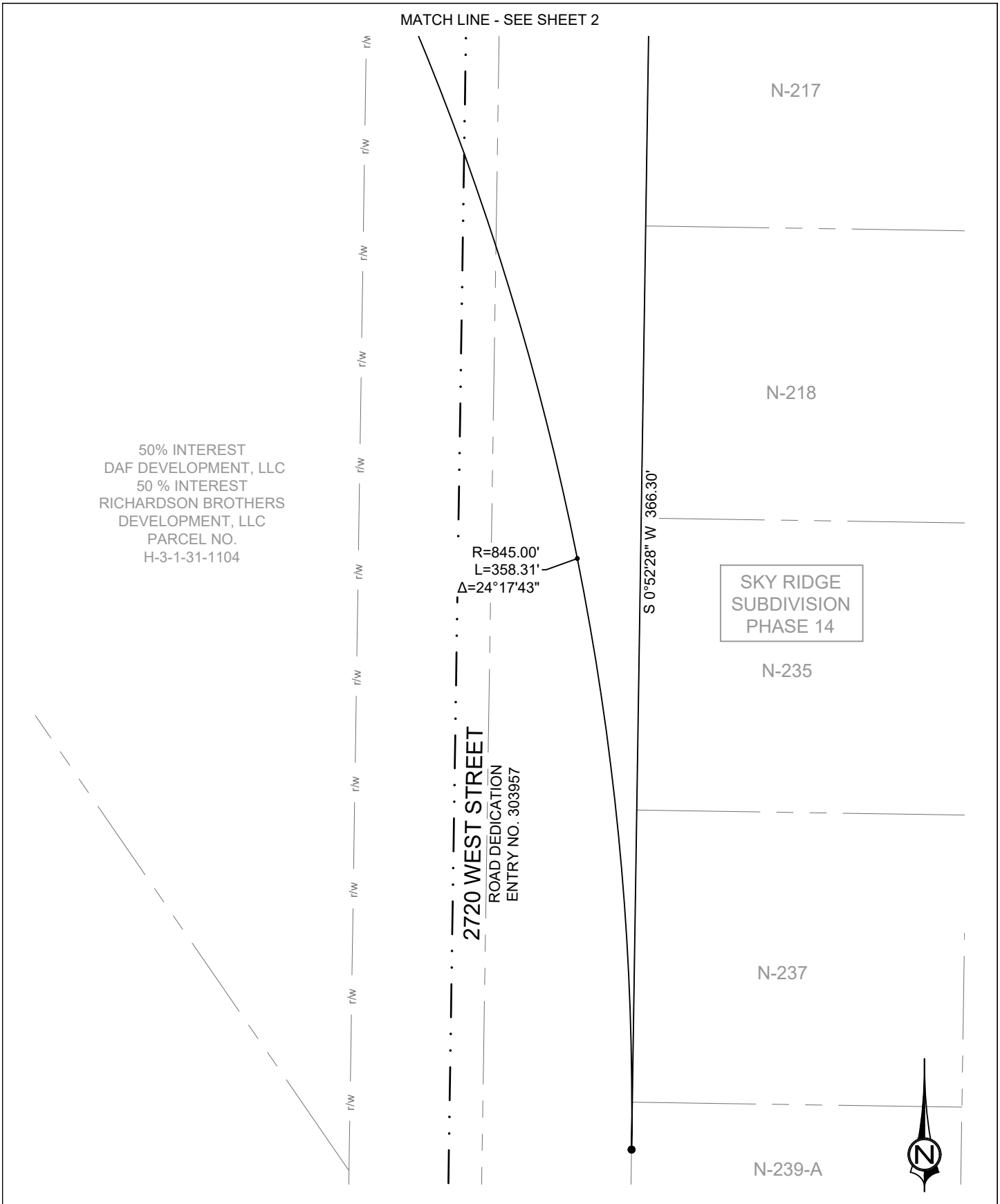


FF20151.00
SHEET 2 OF 3

EXHIBIT "B"

2720 WEST RIGHT OF WAY

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



FF20151.00
SHEET 3 OF 3

EXHIBIT "B"

2720 WEST RIGHT OF WAY

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

6

DOC # 20210081733
Agreement Page 1 of 6
Gary Christensen Washington County Recorder
12/29/2021 02:52:00 PM Fee $ 0.00
By HURRICANE CITY

WHEN RECORDED, MAIL TO:
Hurricane City
147 North 870 West
Hurricane, Utah 84737

Hurricane City
Right of Entry and Occupancy Agreement

Project: 2800 West, 100 North to 600 North Parcel No.(s): H-3-1-31-1106

Acquiring Entity: Hurricane City

For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between DAF Development LLC ("Property Owners") and Hurricane City.

Property Owners hereby grant to Hurricane City, its contractors, permitees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the city transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a property acquisition action by Hurricane City and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of $10 will be paid into escrow, a non-interest-bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. Hurricane City will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action, should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to Hurricane City.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by Hurricane City to the Property Owners under this Agreement. Hurricane City will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to Hurricane City prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then Hurricane City will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that Hurricane City desires to obtain title insurance in connection with the release of the deposit, Hurricane City will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

Unofficial Copy

Project: 2800 West; 100 North to 600 North Parcel No.(s): _____

a satisfactory settlement cannot be agreed upon, Hurricane City will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, Hurricane City will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of Hurricane City's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons regarding this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

Unofficial Copy

Project: 2800 West; 100 North to 600 North Parcel No.(s): _____

SIGNATURE PAGE
TO
HURRICANE CITY
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 10th day of November, 2021

DAE
Property Owner

Property Owner

Property Owner

Property Owner

STATE OF UTAH
County of Washington

On the 10th day of November, 2021, personally appeared before me Todd Getz the signer(s) of the Agreement set forth above, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
CINDY BETEAG
715696
MY COMMISSION EXPIRES
JANUARY 9, 2025
STATE OF UTAH

DATED this 9th day of December, 2021

Mayor, Hurricane City

STATE OF UTAH
County of Washington

On the 9th day of December, 2021, personally appeared before me John W. Bramall the signer(s) of this Agreement for Hurricane City who duly acknowledged to me that they executed the same.

NOTARY PUBLIC

NOTARY PUBLIC
CINDY BETEAG
715696
MY COMMISSION EXPIRES
JANUARY 9, 2025
STATE OF UTAH

CivilScience
Engineers : Surveyors : Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

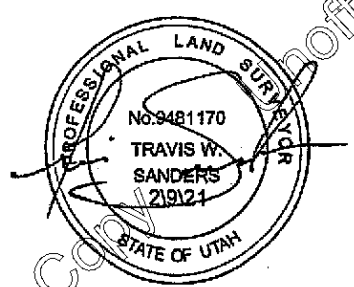
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 107:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°56'30" W 100.75 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE S 46°05'12" W 62.19 FEET; THENCE S 1°06'56" W 58.71 FEET, TO THE POINT OF CURVATURE OF A 747.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 320.40 FEET THROUGH A CENTRAL ANGLE OF 24°34'31"; THENCE S 23°27'35" E 10.75 FEET, TO THE POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 12.59 FEET THROUGH A CENTRAL ANGLE OF 5°46'22"; THENCE S 17°41'14" E 23.87 FEET, TO THE POINT OF CURVATURE OF A 979.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2.10 FEET THROUG A CENTRAL ANGLE OF 0°07'22", TO A POINT ON THE SOUTH LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20160017261, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 88°25'50" W 110.31 FEET, ALONG SAID LINE, TO THE POINT OF CURVATURE OF AN 853.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS WHICH BEARS N 65°57'59" E; THENCE ALONG THE ARC OF SAID CURVE 374.41 FEET THROUGH A CENTRAL ANGLE OF 25°08'57"; THENCE N 1°06'56" E 67.33 FEET; THENCE N 43°54'48" W 40.40 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 600 NORTH STREET; THENCE S 88°56'30" E 178.54 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 50,792 SQ FT OR 1.17 ACRES MORE OR LESS.



TWS
JOB NO. 20151

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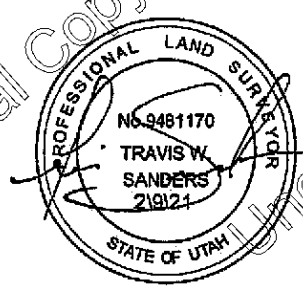
CivilScience
Engineers | Surveyors | Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 107 PUBLIC UTILITY EASEMENT:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°56'30" W 279.29 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE S 43°54'48" E 40.40 FEET; THENCE S 1°06'56" W 67.33 FEET, TO THE POINT OF CURVATURE OF AN 853.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 374.41 FEET THROUGH A CENTRAL ANGLE OF 25°08'57", TO A POINT ON THE SOUTH LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20160017261, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 88°25'50" W 11.07 FEET ALONG SAID LINE, TO THE POINT OF CURVATURE OF AN 863.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 66°17'03" E; THENCE ALONG THE ARC OF SAID CURVE 374.02 FEET THROUGH A CENTRAL ANGLE OF 24°49'53"; THENCE N 1°06'56" E 63.18 FEET; THENCE N 43°54'48" W 46.25 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 600 NORTH STREET; THENCE S 88°56'30" E 14.14 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.



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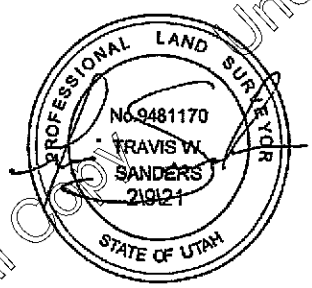
St. George, UT 84770
435-986-0100

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 107 TEMPORARY CONSTRUCTION EASEMENT 1:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°56'30" W 30.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE S 0°52'28" W 40.84 FEET ALONG THE WESTERLY RIGHT-OF-WAY OF 2720 WEST STREET, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE S 83°25'46" W 96.75 FEET; THENCE S 1°06'56" W 49.00 FEET, TO THE POINT OF CURVATURE OF AN 728.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 312.25 FEET THROUGH A CENTRAL ANGLE OF 24°34'31"; THENCE S 23°27'35" E 59.55 FEET, TO A POINT ON THE SOUTH LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20160017261, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 88°25'50" W 24.55 FEET, TO THE POINT OF CURVATURE OF AN 979.00 FOOT RADIUS CURVE TO RIGHT, WITH A RADIUS WHICH BEARS N 72°11'25" E; THENCE ALONG THE ARC OF SAID CURVE 2.10 FEET THROUGH A CENTRAL ANGLE OF 0°07'22"; THENCE N 17°41'14" W 23.87 FEET, TO THE POINT OF CURVATURE OF AN 125.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 12.59 FEET THROUGH A CENTRAL ANGLE OF 5°46'22"; THENCE N 23°27'35" W 10.75 FEET, TO THE POINT OF CURVATURE OF AN 747.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 320.40 FEET THROUGH A CENTRAL ANGLE OF 24°34'31"; THENCE N 1°06'56" E 58.71 FEET; THENCE N 46°05'12" E 62.19 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 600 NORTH STREET; THENCE S 88°56'30" E 70.75 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.



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A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPROVING A LAND EXCHANGE IN CONJUNCTION WITH A PARTIAL ABANDONMENT OF A PUBLIC RIGHT-OF-WAY TO ALLOW FOR A REALIGNMENT OF THE PLANNED 2800 WEST STREET

WHEREAS, the City previously accepted a Roadway Dedication Plat for the planned roadway presently designated as 2800 West Street, which Roadway Dedication Plat was recorded with the Washington County Recorder on October 30, 1986, as Document No. 00303957; and

WHEREAS, the adjacent property owner, DAF DEV, LLC and the City staff have petitioned the City Council requesting that a portion of the public right-of-way be abandoned to DAF DEV, LLC in conjunction with DAF DEV, LLC dedicating to the City additional property for the roadway realignment; and

WHEREAS, the City Council finds that it is in the best interest of the City and the public health and safety of City residents if the alignment of the north portion of the roadway is shifted to the west; and

WHEREAS, Utah Code 72-5-105 grants the City power to abandon public highways, streets, or roads that are maintained and operated by the City; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code 10-9a-208 *Hearing and notice for petition to vacate a public street*; and

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

WHEREAS, DAF DEV, LLC has given the City a right of occupancy of the future location of the roadway anticipating that the City would exchange the current roadway property for the new location; and

WHEREAS, the abandonment will not negatively affect adjacent property owners.

BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the property legally described at **Exhibit A** as attached hereto shall be abandoned and incorporated into parcels H-3-31-1106 and H-3-1-31-1108; provided, however, that the abandonment is expressly contingent upon the following conditions:

1. That DAF DEV, LLC, a Utah limited liability company, executes and delivers a roadway deed of dedication to Hurricane City, in a form acceptable to the City, for the property that is described at Exhibit "A" in the Right of Entry and Occupancy Agreement recorded with the Washington County Recorder on December 29, 2021, as Document No. 20210081733, which legal description is attached hereto as **Exhibit B**.
2. That DAF DEV, LLC and RICHARDSON BROTHERS DEVELOPMENT, LLC, a Utah limited liability company, executes and delivers a roadway deed of dedication to Hurricane City, in a form acceptable to the City, for the property that is described at

Exhibit "A" in the Right of Entry and Occupancy Agreement recorded with the Washington County Recorder on December 29, 2021, as Document No. 20210081732, which legal description is attached hereto as **Exhibit C**.

3. Hurricane City shall retain a public utility easement in the location of the current right-of-way for a future transmission line for Hurricane City Power, which public utility easement shall be in a form and scope acceptable to the City.
4. That the roadway abandonment in no way releases DAF DEV, LLC, RICHARDSON BROTHERS DEVELOPMENT, LLC, or their successors or assigns, or any other current or future property owner from any future obligations relating to improvements to or dedication of 2800 West or any other needed roadways as required by Hurricane City Code, Design Standards, Master Plans.

DATED this 20th day of October, 2022.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October, 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag

EXHIBIT A

Legal Description of Property to be Abandoned

CivilScience
Engineers | Surveyors | Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

EXHIBIT "A"

LEGAL DESCRIPTION

2720 WEST RIGHT-OF-WAY:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHWEST CORNER OF SECTION 32, POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 600 SOUTH STREET, AND RUNNING THENCE S 88°50'11" E 50.00 FEET ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF SKY RIDGE SUBDIVISION PHASE 13, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, (1) S 0°52'28" W 543.44 FEET, (2) THENCE S 89°07'32" E 5.00 FEET, TO THE NORTHWEST CORNER OF LOT N-217 OF SKY RIDGE SUBDIVISION PHASE 14, RECORDED AND ON FILE IN THE SAID OFFICE OF THE RECORDER; THENCE S 0°52'28" W 366.30 FEET ALONG THE WEST LINE OF SAID LOT AND THE EXTENSION THEREOF, TO THE POINT OF CURVATURE OF A 845.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 89°09'53" W; THENCE ALONG THE ARC OF SAID CURVE 358.31 FEET THROUGH A CENTRAL ANGLE OF 24°17'43"; THENCE N 23°27'35" W 14.61 FEET, TO THE POINT OF CURVATURE OF A 979.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 9.58 FEET THROUGH A CENTRAL ANGLE OF 0°33'39", TO A POINT ON THE WEST RIGHT-OF-WAY OF 2720 WEST STREET, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 0°52'28" E 540.41 FEET ALONG SAID LINE, TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF 600 SOUTH STREET; THENCE S 88°56'30" E 30.00 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 53,521 SQ FT OR 1.23 ACRES MORE OR LESS

TWS
JOB NO. 20151

EXHIBIT B

Legal Description of Property to be Dedicated to City from Parcel No. H-3-1-32-1106

CivilScience
Engineers : Surveyors : Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

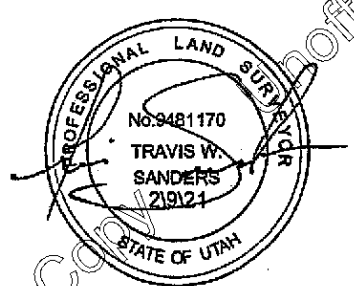
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 107:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°56'30" W 100.75 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, AND RUNNING THENCE S 46°05'12" W 62.19 FEET; THENCE S 1°06'56" W 58.71 FEET, TO THE POINT OF CURVATURE OF A 747.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 320.40 FEET THROUGH A CENTRAL ANGLE OF 24°34'31"; THENCE S 23°27'35" E 10.75 FEET, TO THE POINT OF CURVATURE OF A 125.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 12.59 FEET THROUGH A CENTRAL ANGLE OF 5°46'22"; THENCE S 17°41'14" E 23.87 FEET, TO THE POINT OF CURVATURE OF A 979.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2.10 FEET THROUG A CENTRAL ANGLE OF 0°07'22", TO A POINT ON THE SOUTH LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20160017261, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 88°25'50" W 110.31 FEET, ALONG SAID LINE, TO THE POINT OF CURVATURE OF AN 853.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT WITH A RADIUS WHICH BEARS N 65°57'59" E; THENCE ALONG THE ARC OF SAID CURVE 374.41 FEET THROUGH A CENTRAL ANGLE OF 25°08'57"; THENCE N 1°06'56" E 67.33 FEET; THENCE N 43°54'48" W 40.40 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 600 NORTH STREET; THENCE S 88°56'30" E 178.54 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 50,792 SQ FT OR 1.17 ACRES MORE OR LESS.



TWS
JOB NO. 20151

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EXHIBIT C

Legal Description of Property to be Dedicated to City from Parcel No. H-3-1-32-1108

CivilScience
Engineers | Surveyors | Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

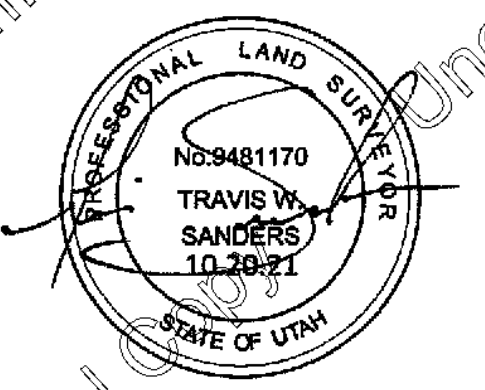
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 108:

BEGINNING AT A POINT BEING S 0°52'28" W 500.03 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°25'50" W 30.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF 2720 WEST STREET, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 0°52'28" W 457.96 FEET ALONG SAID LINE, TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210064535, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 34°36'16" W 8.62 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE N 0°52'28" E 0.03 FEET, TO THE POINT OF CURVATURE OF A 755.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 320.66 FEET THROUGH A CENTRAL ANGLE OF 24°20'04"; THENCE N 23°27'35" W 6.30 FEET, TO THE POINT OF CURVATURE OF A 67.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2.45 FEET THROUGH A CENTRAL ANGLE OF 2°05'42"; THENCE N 25°33'18" W 126.36 FEET, TO THE POINT OF CURVATURE OF AN 853.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 22.65 FEET THROUGH A CENTRAL ANGLE OF 1°31'17", TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE S 88°25'50" E 141.79 FEET ALONG THE SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 23,414 SQ FT OR 0.54 ACRE MORE OR LESS



TWS
JOB NO. 20151

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8

WHEN RECORDED, MAIL TO:
Hurricane City
147 North 870 West
Hurricane, Utah 84737

DOC # 20210081732
Agreement Page 1 of 8
Gary Christensen Washington County Recorder
12/29/2021 02:52:00 PM Fee $ 0.00
By HURRICANE CITY

Hurricane City
Right of Entry and Occupancy Agreement

Project: 2800 West; 100 North to 600 North Parcel No.(s): H-3-1-31-1108

Acquiring Entity: Hurricane City

For the subject property described in the attached deed (Exhibit A).

This Right of Entry and Occupancy Agreement ("Agreement") is entered between DAF Development LLC ("Property Owners") and Hurricane City.

Property Owners hereby grant to Hurricane City, its contractors, permitees, and assigns, including but not limited to, utilities and their contractors, the right to occupy and commence construction or other necessary activity on the property sought to be acquired/occupied with this Agreement, and to do whatever construction, relocation of utilities, and other work as may be required in furtherance of the city transportation project, located on the property described in attached Exhibit A. This Agreement is made in anticipation of a property acquisition action by Hurricane City and is intended to provide for the entry and occupancy of the property pending further negotiations or the filing and pursuit of condemnation proceedings and possible alternative informal proceedings as provided for in this Agreement. Property Owners understand that, by executing this Agreement, Property Owners have waived and abandoned all defenses to the acquisition of the property.

The sum of $10 will be paid into escrow, a non-interest-bearing account, at a title company for the benefit of Property Owners as consideration for entering into this Agreement. Hurricane City will be responsible for the expenses of the escrow account. This amount paid into escrow shall be deducted from a final settlement, award of arbitration, or other determination of just compensation in an eminent domain action, should one be pursued to acquire the property that is determined to be necessary for the project. The amount paid will be for the purposes of this Agreement only, and will not be admissible as evidence in any subsequent process used to establish the value of the property or the amount of compensation that may be due to the Property Owners. Property taxes will be the responsibility of the Property Owners until transfer of the deed(s) to Hurricane City.

The parties to this Agreement understand that a title report may indicate that other third parties may have a claim to part of the proceeds being paid by Hurricane City to the Property Owners under this Agreement. Hurricane City will have the right to approve the release of the Deposit from Escrow to Property Owners and to require a conveyance of the subject property from the Property Owners to Hurricane City prior to the release. It is not the intent of the Agreement to properly assess potential third-party claims. In the event it is later determined that part of the Deposit should properly be paid to other third parties, then Hurricane City will have the right to require that the third parties participate in the release of the Deposit or the Deposit will be applied to any remaining liens. In the event that Hurricane City desires to obtain title insurance in connection with the release of the deposit, Hurricane City will pay the premiums for the title coverage.

This Agreement is granted without prejudice to the rights of the Property Owners, pending any settlement, to contest the amount of compensation to be paid the Property Owners for the property described in Exhibit A. If

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Project: 2800 West; 100 North to 600 North Parcel No.(s): _____

a satisfactory settlement cannot be agreed upon, Hurricane City will, upon notice from the Property Owners that the amount of compensation offered and/or other proposed settlement terms are not acceptable, or at its own election, proceed to commence and diligently prosecute a condemnation proceeding in the appropriate court for a judicial determination of such compensation. If requested to do so by the Property Owners, Hurricane City will, prior to commencing a condemnation proceeding, enter into a mediation or arbitration procedure provided for in the Utah Code Annotated 78B-6-522 and 13-43-204 through the Office of the Property Rights Ombudsman.

If the Property Owner uses the property for a residence, business, or farming operation and is required to move as a result of Hurricane City's acquisition of the property, the Property Owners may be entitled to relocation assistance and/or payments as a displaced person. The relocation assistance and payment are available as a matter of right and subject to federal and state law if the Property Owners are displaced by the acquisition of this property and are not conditional upon the Property Owners signing this Right of Entry and Occupancy Agreement.

The effective date of the Right of Entry and Occupancy Agreement shall be the date this Agreement is executed by the Property Owners, as shown below, and that date shall be the date of value for fair market valuation purposes in the context of settlement negotiations, arbitration, or an eminent domain proceeding, should one be necessary, unless the Property Owners have been previously served with a summons regarding this property acquisition or the parties have otherwise agreed in writing to a different date for purposes of valuation.

Exhibits:

[Signatures and Acknowledgments to Follow Immediately]

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Unofficial Copy

Project: 2800 West; 100 North to 600 North Parcel No.(s): _____

SIGNATURE PAGE
TO
HURRICANE CITY
RIGHT OF ENTRY AND OCCUPANCY AGREEMENT

DATED this 10 day of November, 2021

Property Owner

Property Owner

Property Owner

Property Owner

STATE OF UTAH
County of Washington

On the 10th day of November, 2021, personally appeared before me Todd Getz the signer(s) of the Agreement set forth above, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
CINDY BETEAG
715698
MY COMMISSION EXPIRES
JANUARY 9, 2025
STATE OF UTAH

DATED this 9th day of December, 2021

Mayor, Hurricane City

STATE OF UTAH
County of Washington

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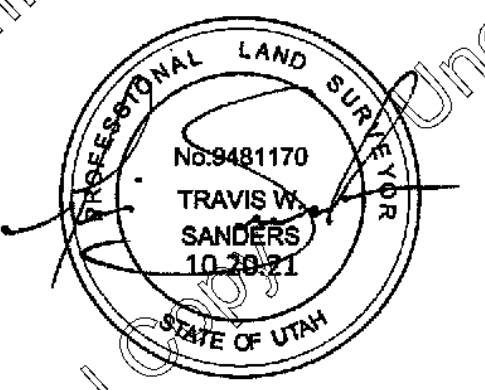
BEGINNING AT A POINT BEING S 0°52'28" W 500.03 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°25'50" W 30.00 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY OF 2720 WEST STREET, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH, AND RUNNING THENCE S 0°52'28" W 457.96 FEET ALONG SAID LINE, TO THE SOUTHEAST CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210064535, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 34°36'16" W 8.62 FEET ALONG THE SOUTHWESTERLY LINE OF SAID PARCEL; THENCE N 0°52'28" E 0.03 FEET, TO THE POINT OF CURVATURE OF A 755.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 320.66 FEET THROUGH A CENTRAL ANGLE OF 24°20'04"; THENCE N 23°27'35" W 6.30 FEET, TO THE POINT OF CURVATURE OF A 67.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2.45 FEET THROUGH A CENTRAL ANGLE OF 2°05'42"; THENCE N 25°33'18" W 126.36 FEET, TO THE POINT OF CURVATURE OF AN 853.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 22.65 FEET THROUGH A CENTRAL ANGLE OF 1°31'17", TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE S 88°25'50" E 141.79 FEET ALONG THE SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 23,414 SQ FT OR 0.54 ACRE MORE OR LESS



TWS
JOB NO. 20151

Unofficial Copy

CivilScience
Engineers · Surveyors · Solutions
1453 S. Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

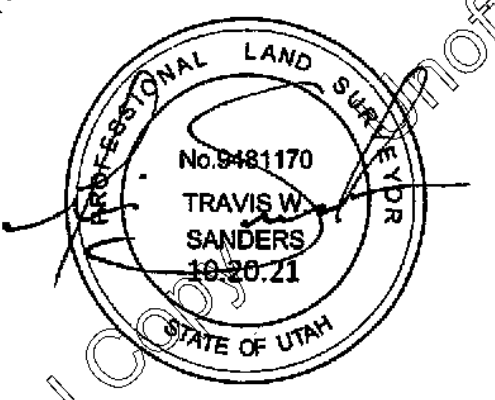
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 108 TEMPORARY CONSTRUCTION EASEMENT:

BEGINNING AT A POINT BEING S 0°52'28" W 500.03 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°25'50" W 182.86 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE POINT OF CURVATURE OF AN 863.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 66°17'03" E, AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 27.70 FEET THROUGH A CENTRAL ANGLE OF 1°50'20", THENCE S 25°33'18" E 126.36 FEET, TO THE POINT OF CURVATURE OF A 57.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 2.08 FEET THROUGH A CENTRAL ANGLE OF 2°05'42"; THENCE S 23°27'35" E 6.30 FEET, TO THE POINT OF CURVATURE OF A 745.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 302.21 FEET THROUGH A CENTRAL ANGLE OF 23°14'30", TO A POINT ON THE SOUTHWESTERLY LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210064535, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 34°34'16" W 69.60 FEET ALONG SAID LINE; THENCE S 89°14'49" E 9.11 FEET, TO THE POINT OF CURVATURE OF A 709.10 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 85°16'21" W; THENCE ALONG THE ARC OF SAID CURVE 233.36 FEET THROUGH A CENTRAL ANGLE OF 18°51'20"; THENCE N 23°27'35" W 160.52 FEET, TO THE POINT OF CURVATURE OF AN 891.38 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, WITH A RADIUS WHICH BEARS N 66°39'48" E; THENCE ALONG THE ARC OF SAID CURVE 12.59 FEET THROUGH A CENTRAL ANGLE OF 0°48'34", TO A POINT ON THE SAID NORTH LINE OF SAID PARCEL; THENCE S 88°25'50"E 25.01 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 11,978 SQ FT OR 0.28 ACRE MORE OR LESS



TWS, JOB NO. 20151

Unofficial Copy

CivilScience
Engineers Surveyors Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

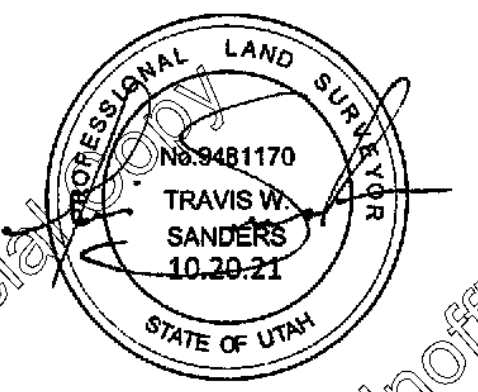
EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 108 PUBLIC UTILITY EASEMENT:

BEGINNING AT A POINT BEING S 0°52'28" W 500.03 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND N 88°25'50" W 171.79 FEET, FROM THE NORTHWEST CORNER OF SAID SECTION 32, SAID POINT ALSO BEING THE POINT OF CURVATURE OF AN 853.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 65°57'59" E, AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 22.65 FEET THROUGH A CENTRAL ANGLE OF 1°31'17"; THENCE S 25°33'18" E 126.36 FEET, TO THE POINT OF CURVATURE OF A 67.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 2.45 FEET THROUGH A CENTRAL ANGLE OF 2°05'42"; THENCE S 23°27'35" E 6.30 FEET, TO THE POINT OF CURVEATURE OF A 755.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 320.66 FEET THROUGH A CENTRAL ANGLE OF 24°20'04"; THENCE S 0°52'28" W 0.03 FEET, TO A POINT ON THE SOUTHWESTERLY LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20210064535, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE N 34°34'16" W 17.48 FEET ALONG SAID LINE, TO THE POINT OF CURVATURE OF A 745.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 89°46'55" W; THENCE ALONG THE ARC OF SAID CURVE 302.21 FEET THROUGH A CENTRAL ANGLE OF 23°14'30"; THENCE N 23°27'35" W 6.30 FEET, TO THE POINT OF CURVATURE OF A 57.00 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2.08 FEET THROUGH A CENTRAL ANGLE OF 2°05'42"; THENCE N 25°33'18" W 126.36 FEET, TO THE POINT OF CURVATURE OF AN 863.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 27.70 FEET THROUGH A CENTRAL ANGLE OF 1°50'20", TO A POINT ON THE NORTH LINE OF SAID PARCEL; THENCE S 88°25'50"E 11.07 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 4,715 SQ FT OR 0.11 ACRE MORE OR LESS



TWS
JOB NO. 20151

Unofficial Copy

20210081732 12/29/2021 02:52:00 PM
Page 7 of 8 Washington County

Unofficial Copy

30 29
31 32
NORTHWEST CORNER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN
FND 1978 BLM BRASS CAP

(BASIS OF BEARING)
S 88°50'12" E 2649.57'

29
32
NORTH 1/4 CORNER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN
FND WASH CO BRASS CAP

30 29
31 32
S 0°52'28" W 500.03'
NORTHWEST CORNER OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN
FND 1978 BLM BRASS CAP

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

POINT OF BEGINNING
TEMPORARY CONSTRUCTION EASEMENT

THE ALTA COMPANIES, LLC
PARCEL NO.
H-3-1-31-1106

S 88°25'50" E 11.07'
S 88°25'50" E 25.01'
31+00
PC: 30+89.01
S 88°25'50" E 141.79'
N 88°25'50" W 30.00'
30+86.51
LT 50.19

R=891.38'
L=12.59'
Δ=0°48'34"

N 66°17'03" E (R)
N 66°39'48" E (R)
N 65°57'59" E (R)

POINT OF BEGINNING
PUBLIC UTILITY EASEMENT

POINT OF BEGINNING
ROW ACQUISITION

R=863.00'
L=27.70'
Δ=1°50'20"
R=853.00'
L=22.65'
Δ=1°31'17"

108 TE
108 PE
108

DAF DEV, LLC
RICHARDSON BROTHERS
DEV, LLC
PARCEL NO.
H-3-1-31-1108

30+00

N 25°33'18" W 126.36'
N 23°27'35" W 160.52'

R=67.00'
L=2.45'
Δ=2°05'42"
PT: 29+28.85
R=745.00'
L=302.21'
Δ=23°14'30"

R=57.00'
L=2.08'
Δ=2°05'42"
N 23°27'35" W 6.30'
N 23°27'35" W 6.30'

29+00
R=755.00'
L=320.66'
Δ=24°20'04"

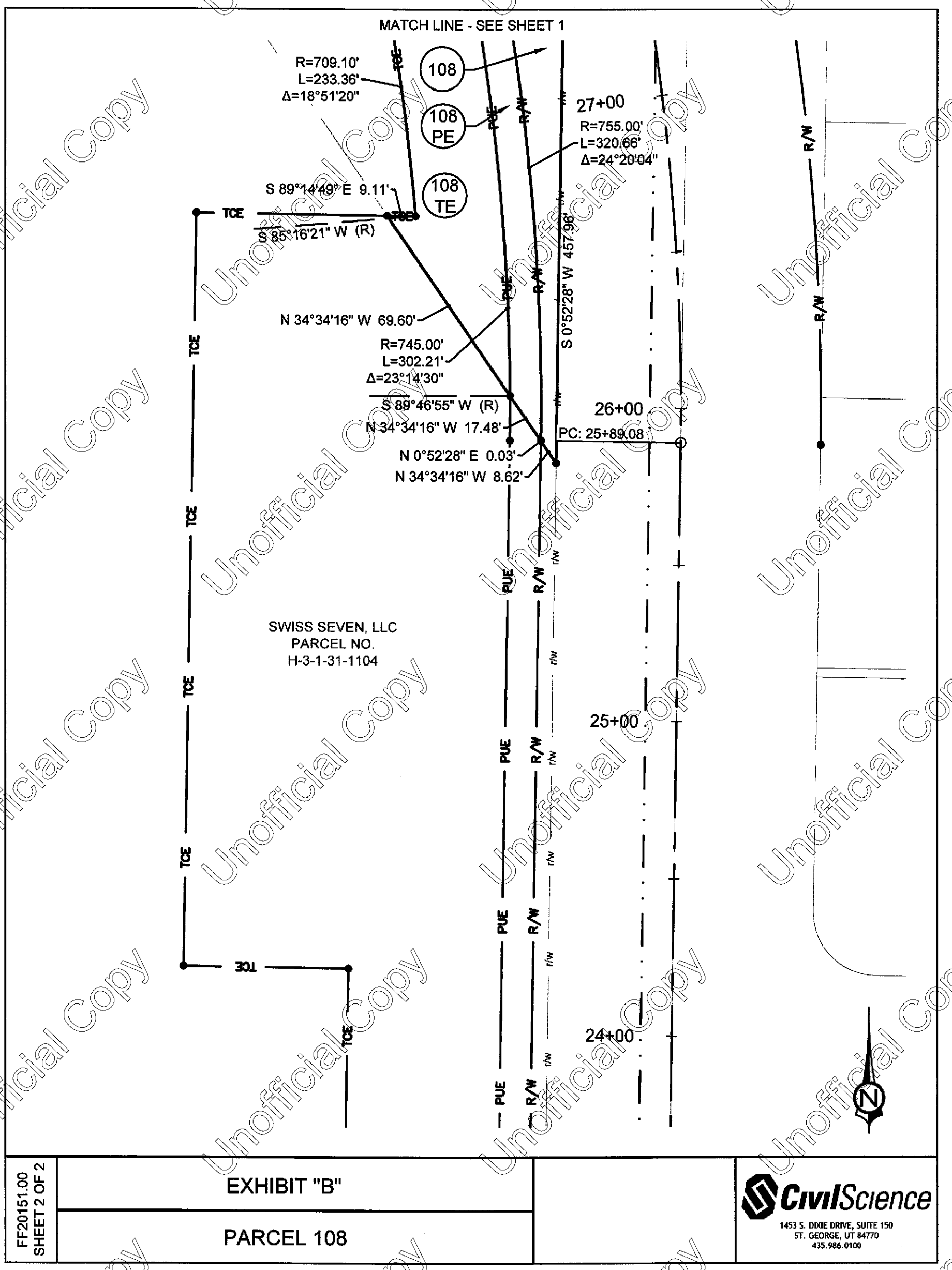
R=709.10'
L=233.36'
Δ=18°51'20"

S 0°52'28" W 457.96'

MATCH LINE - SEE SHEET 2

EXHIBIT "B"
PARCEL 108

FF20151.00
SHEET 1 OF 2



Unofficial Copy

From: Kate Wadsworth
To: Nanette Billings; Council; Dayton Hall
Subject: Opposed CIP Agenda - Airport Board
Date: Tuesday, October 18, 2022 11:49:20 AM

Council,

I have been advised to clarify my position on a recent item voted on at a the last airport board meeting.

One of the agenda items discussed was the Airport Capital Improvement Plan and what items need to be moved up and/or added. The first three are; Install AWOS, Reconstruct Apron I, and Reconstruct Apron II. I agree with all of these.

The new items added are (in this order); Runway Lights, New Terminal, Frog Hollow drainage improvement. I did not actually vote either way. To be sincerely honest, It was fear and the fear of once again being the only opposed vote in the room. So I do apologies for not handling it appropriately and not voting at that moment.

The truth and my actual vote is I oppose the runway lights being added to the CIP. This was already very recently decided on as No. Not only by the council, but also the citizens. I know the rest of the airport board is hoping to get a new council when the time comes that will vote yes. It is a waste of time and “beating a dead horse”. There are definitely other items that should be added before and over the lights. Not only for safety, but also appropriate use of the federal and city money.

Thank you for your time and consideration and I do not plan on making this a normal behavior on my part (lol). I will get tougher and speak up.

Thank you,

Kate Wadsworth
Airport Board Member

Hurricane-General Dick Stout Field (1L8)

Project Description & Cost Estimate												
Scheduled/ Requested Federal Fiscal Year	Project Description	Project Identification in ALP/MP	Comments	Sponsor Priority Number	Estimated Total Cost of Project	Cost Allocation $						
						Federal Entitlement	Federal BIL	Federal State Apportionment	Federal Discretionary	State Participation	Sponsor Participation	
Federally Funded Projects						90.63%				4.685%	4.685%	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
2026	Install AWOS III P/T				$ 331,016	$ 300,000	$ -	$ -	$ -	$ 15,508	$ 15,508	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
2028	Reconstruct Apron, PH I				$ 1,986,097	$ 300,000	$ -	$ 1,500,000	$ -	$ 93,049	$ 93,049	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
2029	Reconstruct Apron, PH II				$ 2,537,791	$ 300,000	$ -	$ 2,000,000	$ -	$ 118,896	$ 118,896	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
					$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Participation Totals					**$ 4,854,905**	**$ 900,000**	**$ -**	**$ 3,500,000**	**$ -**	**$ 227,452**	**$ 227,452**	
State Funded Projects										90.00%	10.00%	
					$ -					$ -	$ -	
2024	Pavement Preservation				$ 240,000					$ 216,000	$ 24,000	
					$ -					$ -	$ -	
					$ -					$ -	$ -	
					$ -					$ -	$ -	
					$ -					$ -	$ -	
Participation Totals					**$ 240,000**					**$ 216,000**	**$ 24,000**	

Note: Attach additional sheets as necessary to fully describe projects or to add information needed for a full understanding of project scope, location and costs.

For Planning Purposes Only

HURRICANE AIRPORT/ GENERAL DICK STOUT FIELD
CAPITAL IMPROVEMENT PLAN
HURRICANE, UT - October 2022

YEAR	DESCRIPTION	TOTAL ESTIMATED PROJECT COST 2022 DOLLARS	FUNDING SOURCES					NEPA DOCUMENT
			FEDERAL (90.63%)			LOCAL(4.685%)	STATE (4.685%)	
			ENTITLEMENT	STATE APPORTIONMENT / DISCRETIONARY	BIL (AIG)			
2023	Install Weather Reporting Equipment (AWOS III P/T)	$ 358,601	$ 325,000			$ 16,800	$ 16,800	CATEX
2024	Carryover NPE to FY2026							
	Pavement Preservation	$ 240,000				$ 24,000	$ 216,000	
2025	Carryover NPE to FY2026							
	North Taxilane (Phase I - Design)	$ 175,439			$ 159,000	$ 8,219	$ 8,219	CATEX
2026	Reconstruct Apron (Phase I)	$ 1,986,097	$ 300,000	$ 1,500,000		$ 93,049	$ 93,049	CATEX
	North Taxilane (Phase II - Construction)	$ 701,754			$ 636,000	$ 32,877	$ 32,877	CATEX (2025)
2027	Reconstruct Apron (Phase II)	$ 2,537,791	$ 300,000	$ 2,000,000		$ 118,896	$ 118,896	CATEX (2026)
	SUBTOTAL 2023 - 2027 (5 -Years)	**$ 5,999,682**	**$ 925,000**	**$ 3,500,000**	**$ 795,000**	**$ 293,841**	**$ 485,841**	
2028	Carryover NPE to FY2026.							
	Pavement Preservation	$ 300,000				$ 30,000	$ 270,000	
2029	Install RW 1/19 Lighting (Phase II – construction)	$ 650,999	$ 150,000	$ 440,000		$ 30,499	$ 30,499	CATEX (2028)
	Install RW 1/19 vertical/visual guidance systems (PAPI/REIL)(Phase II – construction)	$ 165,508	$ 150,000			$ 7,754	$ 7,754	
	Install Airport Beacon (Phase II – construction)	$ 70,617	$ 64,000			$ 3,308	$ 3,308	
	Install TW A Lighting (Phase II – construction)	$ 441,355		$ 400,000		$ 20,677	$ 20,677	
2030	Carryover NPE to FY2033							
2031	Carryover NPE to FY2033							
2032	Carryover NPE to FY2033							
2033	Construct Terminal Building (xx,xxx +/- sf)	$ 662,032	$ 600,000			$ 31,016	$ 31,016	CATEX
2034	Master Plan Update (ALP Update w/ narrative)	$ 496,524	$ 450,000			$ 23,262	$ 23,262	CATEX (2021)
	SUBTOTAL 2028 - 2034 (7 -Years)	**$ 2,787,035**	**$ 1,414,000**	**$ 840,000**	**$ -**	**$ 146,518**	**$ 386,518**	

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

September 23, 2022

DB HVAC
841 W 1300 South
Hurricane, UT 84737

Mr. Beardall,

A business license renewal for DB HVAC was received on June 24, 2022. A letter was sent to you on July 11, 2022, stating it could not be renewed until your license with DOPL was renewed. As of today's date, that license is still showing expired. A business license renewal that has not had all required items submitted and approved within forty-five (45) days of the expiration date shall be considered void.

Therefore, this notice is to inform you that a hearing before the City Council has been scheduled to consider revocation of the business license **UNLESS** a license from DOPL is provided by October 14, 2022, at noon. This hearing is scheduled for Thursday, October 20, 2022, at 6:00 pm, or as soon thereafter as the matter can be heard, during the regular City Council meeting. The hearing will be held at the City Office located at 147 North 870 West, Hurricane. You have the right to appear at this hearing, to be represented by counsel, to hear the evidence against you, to cross examine witnesses, and to present evidence as to why the license should not be revoked.

We look forward to working with you to amicably resolve the matter outlined in this letter. If you have any questions or concerns, please do not hesitate to contact me at 435-635-2811 x106.

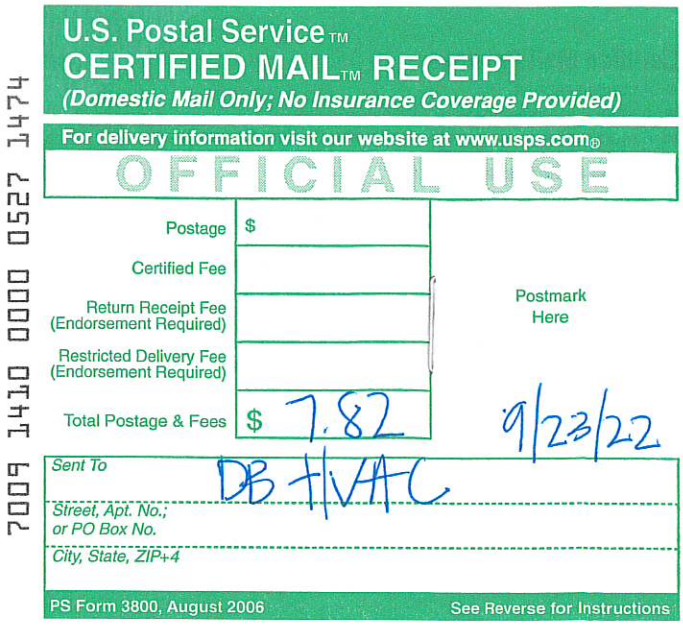
Sincerely,

Cindy Beteag

Cindy Beteag
City Recorder

Cc: Dayton Hall, City Attorney

9/29/22 - Dan called & stated he has retired & will not be renewing his DOPL license.



Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

July 11, 2022

DB HVAC
841 W 1300 South
Hurricane, UT 84737

To Whom It May Concern:

The renewal for DB HVAC was received by my office on June 24, 2022. In processing this application, I became aware that the contractor license expired on November 21, 2021 (see the enclosed documentation). I will not be able to issue a new business license for this company until the professional license has been renewed. Once the license has been renewed, please contact my office at 635-2811 x106 so that I may release the business license. Thank you for your timely attention to this matter.

Sincerely,

Cindy Beteag

Cindy Beteag
City Recorder

expires 9/15

147 North 870 West • Hurricane, UT • 84737
Phone: (435) 635-2811 • Fax (435) 635-4284
www.cityofhurricane.com

Details for DB HVAC Inc

License Information

Name:	DB HVAC Inc
City, State, Zip, Country:	Hurricane UT 84737 United States
Profession:	Contractor
License Type:	Contractor With LRF
License Number:	8977505-5501
Obtained By:	Application
License Status:	Expired on Inactive
Original Issue Date:	05/02/2014
Expiration Date:	11/30/2021
Agency and Disciplinary Action*:	NO DISCIPLINARY ACTIONS OR NO DISCIPLINARY ACTIONS WITHIN THE TIME FRAME ESTABLISHED IN UTAH CODE 63G-4-106 AND 107
Docket and Citation Number(s):	N/A

Classification(s):	Qualifier(s):	Association Date(s):
S350 - HVAC Qualifier	Daniel John Beardall	05/02/2014

This information is accurate as far as is contained in the Division's official records. It does not reflect whether an entity required to maintain a current registration with the Division of Corporations is current in that registration. You can verify such status at https://secure.utah.gov/bes/bes. Additionally, this verification does not show a complete license history or interruptions of licensure. Original issue dates listed as 01/01/1910 and 01/01/1911 were unknown at the time the Division implemented its first electronic licensing database.

*NOTE: The disciplinary documents linked to this website include final orders issued by DOPL, with the exception of citations. Click here for citations.

Privacy - Terms

PAID 71696770 6/24/22

Hurricane City

147 N 870 W
HURRICANE UT 84737
435-635-2811

RENEWAL NOTICE
06/15/2022

DB HVAC
841 W 1300 SOUTH
Hurricane UT 84737

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. Sign and return the application with the appropriate license fee(s). If you prefer to email it back, send it to cindy@cityofhurricane.com and then call with the payment. PLEASE DO NOT PAY VIA XPRESS BILL PAY. If you are no longer doing business, you must check the appropriate box, sign and return so we can update our system with the correct information.

Account #:6510
Business Name: DB HVAC
DBA:
Address: 841 W 1300 SOUTH
Mailing Address: 841 W 1300 SOUTH
Hurricane UT 84737
Phone: 435-862-8213
Sales Tax ID #:
Federal Tax ID#: 46-2775538
Professional License #:8977505-5501
Email Address: djbeardall@msn.com
Website:
Owner Name: DAN BEARDALL
Owner Phone: 229-0248
Manager Name:
Manager Phone:
License #: 6510
License Description: HVAC INSTALL
Fee: 50.00

Licenses must be renewed within 45 days of this notice. A $20 late fee will be assessed if not paid within 30 days after the deadline. Renewal will not be permitted after 45 days of the due date.

Due 45 days from date of notice. Late fees will be assessed!

I have read the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Jill Beardall 6/20/22
Authorized Signature Date

No longer operating business in Hurricane City ☐

Authorized Signature Date

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

September 23, 2022

Lower Falls
PO Box 511
Riverton, UT 84065

Mr. Berger & Ms. Westover

A business license renewal for Lower Falls LLC was received on July 18, 2022. A letter was sent to you on August 4, 2022, stating it could not be renewed until a passed fire inspection was received. As of today's date, an inspection has not been completed. A business license renewal that has not had all required items submitted and approved within forty-five (45) days of the expiration date shall be considered void.

Therefore, this notice is to inform you that a hearing before the City Council has been scheduled to consider revocation of the business license **UNLESS** a passed fire inspection is provided by October 14, 2022, at noon. This hearing is scheduled for Thursday, October 20, 2022, at 6:00 pm, or as soon thereafter as the matter can be heard, during the regular City Council meeting. The hearing will be held at the City Office located at 147 North 870 West, Hurricane. You have the right to appear at this hearing, to be represented by counsel, to hear the evidence against you, to cross examine witnesses, and to present evidence as to why the license should not be revoked.

We look forward to working with you to amicably resolve the matter outlined in this letter. If you have any questions or concerns, please do not hesitate to contact me at 435-635-2811 x106.

Sincerely,

Cindy Beteag

Cindy Beteag
City Recorder

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

City Council
Joseph Prete
David Sanders
David Hirschi
Kevin Thomas
Doug Heideman

August 4, 2022

Lower Falls
PO Box 511
Riverton, UT 84065

Re: Renewal Pending fire inspection

Your renewal for your vacation rental was received by the Hurricane City Business Licensing Department on July 18, 2022. The application has been on hold pending a fire inspection. Failure to complete this requirement will result in denial of the business license renewal. A business license renewal that has not had all required items submitted and approved and the license issued within forty-five (45) days of the expiration date shall be considered void and a new application and fee will be required. To schedule your inspection please call the Hurricane Valley Fire District 435-635-9562.

If you have any questions regarding the licensing process, please feel free to contact the Business License Office at 435-635-2811 x106.

Sincerely,

Cindy Beteag

Cindy Beteag
City Recorder

9/15/22
expires

Hurricane City

147 N 870 W
HURRICANE UT 84737
435-635-2811

RENEWAL REMINDER
07/05/2022

PAID
8.160561
7-18-22

LOWER FALLS LLC
PO BOX 511
RIVERTON UT 84065

Please review the information below to verify that it is correct. Update any incorrect contact information by noting changes to the right of the information you are adding to or changing. Contact the Business Licensing Clerk if you need to change the business name, address, owner, or activity. Sign and return the application with the appropriate license fee(s). If you prefer to email the form back, send it to cindy@cityofhurricane.com and then call with payment. PLEASE DO NOT SUBMIT PAYMENT VIA XPRESS BILL PAY. If you are no longer doing business, you must check the appropriate box, sign and return so we can update our system with the correct information.

Account #:9907
Business Name: LOWER FALLS LLC
DBA:
Address: 309 N 2020 WEST
Mailing Address: PO BOX 511
RIVERTON UT 84065
Phone: 801-842-3203
Sales Tax ID #:
Federal Tax ID#:
Professional License #:
Email Address: david@impactslc.com
Website:
Owner Name: LISA WESTOVER & DAVID BERGER
Owner Phone: 801-842-3203
Manager Name: SHELBY DREDGE
Manager Phone: 801-865-9110
License #: 9907
License Description: VACATION RENTAL @ ZION VILLAGE
Fee: 300.00

This is a renewal reminder. You business license is now past due. A $20 late fee will be assessed if not paid within 30 days of the date of this reminder. Renewal will not be permitted after 45 days of the date of this reminder.

Due 30 days from date of notice. Late fees will be assessed!

I have read the above, and declare under penalty of perjury that each and every statement made is true, correct and complete.

Authorized Signature — Date 7-11-22

No longer operating business in Hurricane City ☐

Authorized Signature — Date

Hurricane Valley Fire Spec. Serv. Dist.

Occupancy: **David Berger**
Occupancy ID: **BER309**
Address: **309 N 2020 W**
Hurricane UT 84737
Inspection Type: **Vacation Rental-Reinspect**
Inspection Date: **10/5/2022** By: Barlow, Melvin J (5764)
Time In: **15:00** Time Out: **15:15**
Authorized Date: **10/05/2022** By: Barlow, Melvin J (5764)
Next Inspection Date: **No Inspection Scheduled**

Form: Automatic Fire Suppression System

Inspection Topics:

Fire Extinguishers

Mount extinguishers where readily available, not more than 5 feet above floor.

Extinguishers must be easily within reach of all occupants, but not where they will be subject to damage.

Status:
Notes:

Post signs indicating location where extinguishers are not readily visible.

Where extinguishers are not clearly visible, signs help occupants find the equipment in a hurry.

Status:
Notes:

Portable fire extinguishers are due for annual maintenance on:

Annual maintenance will provide for properly charge and serviced extinguishing devices, and assure proper operation if needed to fight a small fire.

Status:
Notes:

Provide X extinguisher(s) of a X minimum rating.

Extinguishers provided need to be appropriate to the type of hazard.

Status:
Notes:

Fire Protection Access and Equipment

note pressure below and above main valve.

note pressures on gauges. Ensure gauge above main valve is at or above inlet pressure

Status:
Notes:

Note time for alarm to activate after drain is opened

time in seconds 90 for 13, 45 seconds for 13d

Status:
Notes:

if dry system run dry system test

dry systems only

Status:
Notes:

all heads in place

no plugs

Status:
Notes:

Install approved protective covers on fire department hose connection. Knox caps are required on all FDC in HVFD new buildings

Protective covers must be installed on the supply connection to prevent accumulations of debris that might inhibit the system feets effectiveness.

Status:
Notes:

Provide and maintain smoke detectors in proper operating condition.

The proper installation and maintenance of smoke detectors is of the utmost importance. In the event of a fire, they will notify occupants, and, in some cases, may automatically notify the Fire Department.

Status:
Notes:

Maintain access to and operation of standpipes, fire hose, sprinkler valves, fire hydrants, fire extinguishers, and other fire protection equipment

Fire protection equipment must have clear access and be operational at all times to be effective in an emergency.

Status:
Notes:

Remove obstructions and provide access in fire lanes.

Large fire apparatus need room to effectively maneuver in the event of an emergency.

Status:
Notes:

Housekeeping

Arrange storage in orderly manner to provide for exiting and fire department access.

Good housekeeping makes an area safer for occupants and contributes less fuel to a fire. When storage is orderly, fire fighters can get fast access to minimize fire damage.

Status:
Notes:

Remove storage to at least 18 inches below level of sprinklers (36 inches for storage piled over 12 feet high)

Storage too close to a sprinkler will not allow the water spray to properly penetrate the fire and extinguish it.

Status:
Notes:

Reduce storage height to at least 2 feet below ceiling.

In the even of a fire, fire fighters may need to open a hole in the roof to let heat and smoke out. Storage and other obstructions will prevent rapid ventilation efforts.

Status:
Notes:

Electrical

all wiring of sprinkler alarms and monitors are properly connected and wire is properly isolated and grommeted

wiring tidy

Status:
Notes:

no trouble lights on monitoring panel

no trouble

Status:
Notes:

Additional Time Spent on Inspection:

Category	Start Date / Time	End Date / Time

Notes: No Additional time recorded

Total Additional Time: 0 minutes

Inspection Time: 15 minutes

Total Time: 15 minutes

Summary:

Overall Result: Fail

Inspector Notes:

Exit maps in down stairs bedroom

Smoke detector needs to mounted on the ceiling in down stairs bedroom

Fire extinguisher needed up stairs, Mounted in common area in normal path of travel

Fire extinguisher needs to either be tagged or a proof of purchase within the last 12 months

Resolution No. 2022-47

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, APPOINTING THE HONORABLE MATTHEW CARLING AS A TEMPORARY JUSTICE COURT JUDGE FOR THE HURRICANE JUSTICE COURT

WHEREAS, the Hurricane Justice Court currently operates with one judge; and

WHEREAS, Utah Code 78A-7-208 permits the appointment of judges from other jurisdictions to serve as temporary justice court judges when the City Council determines it is necessary; and

WHEREAS, it has been recommended that the City Council appoint an eligible temporary judge to allow maximum flexibility in dealing with any necessary absences or recusals of the regular judge; and

WHEREAS, Judge Matthew Carling is presently qualified and is serving as an Iron County Justice Court Judge; and

NOW, THEREFORE, BE IT RESOLVED that we, the City Council of Hurricane, Utah, do hereby appoint as a temporary justice court judge The Honorable Matthew Carling to serve in the absence of the sitting judge.

BE IT FURTHER RESOLVED that this Resolution shall take effect at the earliest date allowed by law.

PASSED AND APPROVED this 20th day of October 2022.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October, 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag

Sec. 1-5-6. - Ordinances and resolutions; procedures.

A. *Power exercised by ordinance.* The City Council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law. An officer of the City shall not be convicted of a criminal offense where he relied on or enforced an ordinance he reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that he enforced an ordinance on advice of legal counsel.

B. *Penalty for violation.* Unless otherwise specifically authorized by statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated section 76-3-301 or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment. Rules of civil procedure shall be substantially followed.

C. *Form of ordinance.* Any ordinance passed by the City Council shall contain and be in substantially the following order and form:

1. A number;
2. A title which indicates the nature of the subject matter of the ordinance;
3. A preamble which states the need or reason for the ordinance;
4. An ordaining clause which states "Be it ordained by Hurricane City:";
5. The body or subject of the ordinance;
6. When applicable, a statement indicating the penalty for violation of the ordinance or a reference that the punishment is covered by an ordinance which prescribes the fines and terms of imprisonment for the violation of the City ordinance; or, the penalty may establish a classification of penalties and refer to such ordinance in which the penalty for such violation is established;
7. A statement indicating the effective date of the ordinance or the date when the ordinance shall become effective after publication or posting as required by this section;
8. A line for the signature of the Mayor or Acting Mayor to sign the ordinance; and
9. A place for the City Recorder/Clerk to attest the ordinance and affix the seal of the City.

D. *Requirements as to form; effective date.*

1. Ordinances passed or enacted by the City Council shall be signed by the Mayor, or if ~~he~~ the Mayor is absent, by the Mayor Pro Tempore, or by a quorum of the City Council, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated section 10-3-704(1)—(4).

2. Ordinances shall become effective 20 days after publication or posting or 30 days after final passage by the City Council, whichever is closer to the date of final passage, but ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.

3. Ordinances which do not have an effective date shall become effective 20 days after publication or posting, or 30 days after final passage by the City Council, whichever is sooner.

E. *Publication and posting of ordinances.*

(1) Before an ordinance may take effect, the City Council, except an ordinance enacted under Section 10-3-706, 10-3-707, 10-3-708, 10-3-709, or 10-3-710 of the Utah Code, shall:

(a) deposit a copy of the ordinance in the office of the municipal recorder; and

(b) (i) publish a short summary of the ordinance on the Utah Public Notice Website created in Section 63A-16-601; or (ii) post a complete copy of the ordinance in three public places within the municipality.

(2)(a) Any ordinance, code, or book, other than the state code, relating to building or safety standards, municipal functions, administration, control, or regulations, may be adopted and shall take effect without further publication or posting, if reference is made to the code or book and at least one copy has been filed for use and examination by the public in the office of the recorder or clerk of the city or town prior to the adoption of the ordinance by the governing body.

(b) Any state law relating to building or safety standards, municipal functions, administration, control, or regulations, may be adopted and shall take effect without further publication or posting if reference is made to the state code.

(c) The ordinance adopting the code or book shall be published in the manner provided in this section.

~~All ordinances, except those enacted pursuant to Utah Code Annotated sections 10-3-706 – 10-3-710, before taking effect shall be deposited in the office of the City Recorder/Clerk and a short summary of the ordinance published at least once in a newspaper published within the City, or if there is no newspaper published therein, then by posting complete copies in three public places within the City. Any ordinance, code or book, other than the state code, relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting, if reference is made to the code or book and at least three copies have been filed for use and examination by the public in the office of the City Recorder/Clerk prior to the adoption of the ordinance by the City Council. Any state law relating to building or safety standards, City functions, administration, control or regulations, may be adopted and shall take effect without further publication or posting if reference is made to the state code. The ordinance adopting the code or book shall be published in the manner provided in Utah Code Annotated sections 10-3-709 and 10-3-710.~~

F. *Recording, numbering and certification of passage.*

1. The City Recorder/Clerk shall record, in a book used exclusively for that purpose, all ordinances passed by the City Council. The City Recorder/Clerk shall give each

ordinance a number, if the City Council has not already so done. The first two digits of the ordinance number shall represent the year, followed by a dash, then followed by the month and date. Immediately following each ordinance, or codification of ordinances, the City Recorder/Clerk shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage and publication or posting of the ordinance or codification.

2. Failure to comply with this subsection shall not affect or render invalid any ordinance of the City.

G. *Resolutions.*

1. *Purpose:* Unless otherwise required by law, the City Council may exercise all administrative powers by resolution, including, but not limited to: a) establishing water and sewer rates; b) charges for garbage collection and fees charged for City services; c) establishing personnel policies and guidelines; and d) regulating the use and operation of the City property. Punishment, fines or forfeitures may not be imposed by resolution.

2. *Form.* Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.

3. *Publication; effective date.* Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three months from the date of passage.

(1998 Code §§ 1-008, 3-702—3-705, 3-711—3-713, 3-717—3-719; 2000 Code)

Sec. 1-6-6. ~~—~~ RESERVED.~~City Recorder.~~

~~On or before the first Monday in February following a City election, the mayor, with the advice and consent of the City Council, shall appoint a qualified person to the office of City Recorder.~~

(1998 Code § 3-916; 2000 Code; Ord. 2006-36, 12-21-2006)

Sec. 1-8-7. - Fees.

Applicable fees for the processing of information requests under this chapter shall generally be set at actual cost or as otherwise established by policies adopted under this chapter. The City will charge the following fees for requests relating to the Government Records Access and Management Act:

A.	Reviewing a record to determine whether it is subject to disclosure	No charge

B.	Inspection of record by requesting person	No charge
C.	Copy fees (for City-prepared copies)	~~$0.25 cents per page~~See Consolidated Fee Schedule
D.	Computer disk (including overhead and time of staff in preparation of information request)	Actual costs
E.	Other forms (same as subsection D of this section)	Actual costs
F.	Miscellaneous fees (same as subsection D of this section)	Actual costs
G.	Research by City staff	~~$25.00 per hour~~Hourly charge equal to the salary of the lowest paid employee who has the necessary skill and training to perform the request

(1998 Code § 3-650)

Ordinance No. 2022-56

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS 1-5-6, 1-6-6, AND 1-8-7 OF THE HURRICANE CITY CODE.

WHEREAS, the City Council of Hurricane, Utah desires to amend sections 1-5-6, 1-6-6, and 1-8-7 of the Hurricane City Code; and

WHEREAS, the City Council finds these amendments necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane City,

BE IT HEREBY ORDAINED by the Hurricane City Council Hurricane City Code 1-5-6, 1-6-6, and 1-8-7 shall be, and are hereby, amended as follows:

Sec. 1-5-6. - Ordinances and resolutions; procedures.

A. *Power exercised by ordinance.* The City Council may pass any ordinance to regulate, require, prohibit, govern, control or supervise any activity, business, conduct or condition authorized by statute or any other provision of law. An officer of the City shall not be convicted of a criminal offense where he relied on or enforced an ordinance he reasonably believed to be a valid ordinance. It shall be a defense to any action for punitive damages that the official acted in good faith in enforcing an ordinance or that he enforced an ordinance on advice of legal counsel.

B. *Penalty for violation.* Unless otherwise specifically authorized by statute, the City Council may provide a penalty for the violation of any City ordinance by a fine not to exceed the maximum class B misdemeanor fine under Utah Code Annotated section 76-3-301 or by a term of imprisonment up to six months, or by both the fine and term of imprisonment. The City Council may prescribe a minimum penalty for the violation of any City ordinance and may impose a civil penalty for the unauthorized use of City property, including, but not limited to, the use of parks, streets and other public grounds or equipment. Rules of civil procedure shall be substantially followed.

C. *Form of ordinance.* Any ordinance passed by the City Council shall contain and be in substantially the following order and form:

1. A number;
2. A title which indicates the nature of the subject matter of the ordinance;
3. A preamble which states the need or reason for the ordinance;
4. An ordaining clause which states "Be it ordained by Hurricane City:";
5. The body or subject of the ordinance;
6. When applicable, a statement indicating the penalty for violation of the ordinance or a reference that the punishment is covered by an ordinance which prescribes the fines and terms of imprisonment for the violation of the City ordinance; or, the penalty may establish a classification of penalties and refer to such ordinance in which the penalty for such violation is established;

7. A statement indicating the effective date of the ordinance or the date when the ordinance shall become effective after publication or posting as required by this section;

8. A line for the signature of the Mayor or Acting Mayor to sign the ordinance; and

9. A place for the City Recorder/Clerk to attest the ordinance and affix the seal of the City.

D. *Requirements as to form; effective date.*

1. Ordinances passed or enacted by the City Council shall be signed by the Mayor, or if the Mayor is absent, by the Mayor Pro Tempore, or by a quorum of the City Council, and shall be recorded before taking effect. No ordinance shall be void or unlawful by reason of its failure to conform to the provisions of Utah Code Annotated section 10-3-704(1)—(4).

2. Ordinances shall become effective 20 days after publication or posting or 30 days after final passage by the City Council, whichever is closer to the date of final passage, but ordinances may become effective at an earlier or later date after publication or posting if so provided in the ordinance.

3. Ordinances which do not have an effective date shall become effective 20 days after publication or posting, or 30 days after final passage by the City Council, whichever is sooner.

E. *Publication and posting of ordinances.*

(1) Before an ordinance may take effect, the City Council, except an ordinance enacted under Section 10-3-706, 10-3-707, 10-3-708, 10-3-709, or 10-3-710 of the Utah Code, shall:

(a) deposit a copy of the ordinance in the office of the municipal recorder; and

(b) (i) publish a short summary of the ordinance on the Utah Public Notice Website created in Section 63A-16-601; or (ii) post a complete copy of the ordinance in three public places within the municipality.

(2)(a) Any ordinance, code, or book, other than the state code, relating to building or safety standards, municipal functions, administration, control, or regulations, may be adopted and shall take effect without further publication or posting, if reference is made to the code or book and at least one copy has been filed for use and examination by the public in the office of the recorder or clerk of the city or town prior to the adoption of the ordinance by the governing body.

(b) Any state law relating to building or safety standards, municipal functions, administration, control, or regulations, may be adopted and shall take effect without further publication or posting if reference is made to the state code.

(c) The ordinance adopting the code or book shall be published in the manner provided in this section.

F. *Recording, numbering and certification of passage.*

1. The City Recorder/Clerk shall record, in a book used exclusively for that purpose, all ordinances passed by the City Council. The City Recorder/Clerk shall give each ordinance a number, if the City Council has not already so done. The first two digits of the ordinance number shall represent the year, followed by a dash, then followed by the

month and date. Immediately following each ordinance, or codification of ordinances, the City Recorder/Clerk shall make or cause to be made a certificate stating the date of passage and of the date of publication or posting, as required. The record and memorandum, or a certified copy thereof, shall be prima facie evidence of the contents, passage and publication or posting of the ordinance or codification.

2. Failure to comply with this subsection shall not affect or render invalid any ordinance of the City.

G. *Resolutions.*

1. *Purpose:* Unless otherwise required by law, the City Council may exercise all administrative powers by resolution, including, but not limited to: a) establishing water and sewer rates; b) charges for garbage collection and fees charged for City services; c) establishing personnel policies and guidelines; and d) regulating the use and operation of the City property. Punishment, fines or forfeitures may not be imposed by resolution.

2. *Form.* Any resolution passed by the City Council shall be in a form and contain sections substantially similar to that prescribed for ordinances.

3. *Publication; effective date.* Resolutions may become effective without publication or posting and may take effect on passage or at a later date as the City Council may determine, but resolutions may not become effective more than three months from the date of passage.

(1998 Code §§ 1-008, 3-702—3-705, 3-711—3-713, 3-717—3-719; 2000 Code)

Sec. 1-6-6. – RESERVED.

(1998 Code § 3-916; 2000 Code; Ord. 2006-36, 12-21-2006)

Sec. 1-8-7. - Fees.

Applicable fees for the processing of information requests under this chapter shall generally be set at actual cost or as otherwise established by policies adopted under this chapter. The City will charge the following fees for requests relating to the Government Records Access and Management Act:

A.	Reviewing a record to determine whether it is subject to disclosure	No charge

B.	Inspection of record by requesting person	No charge
C.	Copy fees (for City-prepared copies)	See Consolidated Fee Schedule
D.	Computer disk (including overhead and time of staff in preparation of information request)	Actual costs
E.	Other forms (same as subsection D of this section)	Actual costs
F.	Miscellaneous fees (same as subsection D of this section)	Actual costs
G.	Research by City staff	Hourly charge equal to the salary of the lowest paid employee who has the necessary skill and training to perform the request

(1998 Code § 3-650)

BE IT FURTHER ORDAINED that this Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 20th day of October, 2022.

_____
Nanette Billings, Mayor

[Seal]
Attest:

_____
Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, Recorder

AGENDA ITEM SUMMARY

TO: Hurricane City Council

FROM: Dayton Hall, City Attorney

DATE: October 17, 2022

RE: Amendments to Business Licensing Ordinances

As currently drafted, the business licensing ordinances do not clearly allow the City Recorder to deny a business license application or an application to renew a license. This results in hearings being placed on the Council's agenda even when the application plainly fails to meet City requirements.

The proposed amendments include the following:

1. Authorizing the City Recorder to deny new business licenses and renewals that do not comply with the Code. This denial may be appealed directly to the City Council if the applicant wishes to contest the denial.
2. The City Recorder is not given the authority to revoke existing licenses. If the Recorder identifies a non-compliant existing license, then the historical practice will be followed with a notice being sent out and the licensee being entitled to a hearing before the City Council prior to revocation.
3. Clarifications to the existing ordinance.

Your packet includes the following for this agenda item:

1. A redlined version of the amendments showing all revisions.
2. A clean copy of the proposed ordinance for your consideration and possible approval.

Sec. 3-1-3. - License Officer; powers and duties.

The City Recorder-Clerk is hereby designated and appointed as ex officio City License Officer and shall issue licenses in the name of the City to all persons qualified under the provisions of this chapter and shall remit to the City Treasurer all license fees collected hereunder. In addition to all other powers granted hereunder, the City Recorder-Clerk or designees shall have the following powers:

A. *Adopt forms.* Authority to adopt all forms necessary or desirable to facilitate orderly and systematic issuance of all business licenses and ensure the preservation of business records.

B. *Investigation of applicants.* Authority to authorize investigation of any applicant or licensee, either at the time of ~~issuance of~~application for a license, or at any ~~reasonable~~ time thereafter, in order to determine the eligibility of such applicant or licensee for the issuance or renewal of a business license. The Chief of Police and the Fire Chief, and all officers, deputies or employees under their authority, are hereby authorized to conduct any such investigation on behalf of and at the request of the City Recorder-Clerk. An investigation, including a criminal background check, will be mandatory for any of the following businesses: massage therapy, any business related to firearms, any business dealing with minor children, or entry to a private residence.

~~C. *Inspection of premises and records.* Inspect proposed or existing places of business to ensure compliance with building, safety and health codes and inspect books and records of any applicant for the administration and enforcement of this chapter; provided, however, that any such inspection of premises or business records shall be at reasonable times and upon prior notice to the applicant or licensee.~~

~~D~~C. *Determination of standing of applicant or licensee.* Make a determination whether the applicant or licensee is in violation of any provision of any City ordinance, or indebted or obligated in any manner to the City or any agency thereof, or in violation of any City land use regulation by reason of the condition of the business premises or the use to be made thereof.

~~E~~D. *Require necessary affidavits.* When considered necessary in the discretion of the City Recorder-Clerk, require affidavits regarding the prior history of the applicant, indicating whether such person has had prior business experience, has had a prior business license revoked or suspended, or any other information with respect to the applicant's prior experience or personal integrity, including a record of prior convictions or arrests of the applicant or licensee.

~~F~~E. *Issuance of notice of acceptance or rejection.* Notify any applicant or licensee of the acceptance or rejection of the application for business license, and, in the event of rejection and upon request of the applicant, said notice shall state in writing the reasons for such rejection. The City Recorder-Clerk shall also have authority to notify the licensee of any facts constituting a violation of any City ordinance.

~~G~~F. *Enforcement.* Be responsible for enforcement of all provisions of this chapter, and shall cause to be filed complaints against all persons or entities violating any of the provisions of this chapter.

G. *Denial of Applications*. Deny business license applications, including applications to renew business licenses, as set forth in this chapter.

(1998 Code § 9-219; Ord. 2007-19, 9-20-2007; Ord. 2013-12, 11-7-2013)

Sec. 3-1-5. - Application for license; renewal.

A. *Information required*. It shall be the responsibility of any person or entity engaging in business within the City to voluntarily apply for an initial business license. The application shall be submitted to the City Recorder-Clerk on a form provided by the City which ~~shall~~ may contain the following information: business name, general description of business to be engaged in, physical address of the business, mailing address, phone number, date of birth, social security number, all names of individuals involved in the ownership of the business and such other information as the City Recorder-Clerk shall deem reasonable and necessary.

B. *Application voided*. A business license application that has not had all required items submitted and approved and the license issued within six months of application date shall be considered void and a new application and fee will be required.

C. *Renewal*.

1. *General*. Any person or entity holding an active business license, except where otherwise specified in this chapter, shall be granted the opportunity to obtain a renewal license. The City Recorder-Clerk shall issue notices of renewal to eligible businesses 45 days before the expiration date on such form as that officer may direct. Any licensee wishing to obtain a renewal license shall verify the accuracy of the information regarding the business as requested on the renewal form and shall attest to the accuracy of said information by affixing his/her signature to the form. The signed renewal form shall be returned with the appropriate license fee to the City Recorder-Clerk. Any licensee no longer engaging in business within the City limits and therefore not wishing to obtain a renewal license shall indicate such intentions on the renewal form, attesting with his/her signature, and return such form to the City Recorder-Clerk.

2. *Deadline for renewal*. Any licensee shall forfeit the right to renew a license if the licensee does not complete the following prior to 45 days after the expiration date of the license: (i) ~~who fails to~~ file for a renewal license by completing the required forms; ~~and~~ (ii) pay~~ing~~ all applicable fees; (iii) complete all required inspections; (iv) verify that all applicable state and federal licenses are active; and (v) provide information to the satisfaction of the City Recorder-Clerk that the licensee is otherwise in compliance with this chapter. ~~prior to 45 days after the expiration date shall forfeit the right to a renewal license.~~ The City Recorder-Clerk shall issue notice to any such licensee stating that the right to a renewal license has been forfeited. Any such person or entity wishing to engage in business within the City limits shall be required to apply for a new business license and shall be required to pay the annual license fee and the new application fee. It shall be unlawful for any such person or entity to engage in business prior to approval and issuance of a new business license.

3. *Denial of renewal application*. The City Recorder-Clerk shall deny any application for a renewal license that does not comply with the requirements of this chapter as set forth in Sec. 3-1-9.

(Ord. 2017-01, 1-5-2017; Ord. 2013-12, 11-7-2013)

Sec. 3-1-8. - Rules, regulations and requirements.

A. *Nature and location of business.* Each license issued by the City Recorder-Clerk shall authorize the licensee to carry on, pursue or conduct only that type of general business specified in such license and only at the location specified therein. A different type of general business activity than that specified in said license shall require issuance of a separate license

and a business at a location different from that indicated on the license shall be considered a branch establishment and shall require a separate license.

B. *Joint license.* Any person or entity engaged in two or more businesses at the same location may, in the discretion of the City Recorder-Clerk, be required to obtain separate business licenses for the conduct of each business; provided, however, that when such businesses are sufficiently similar or complementary, a single license may be issued which shall specify on its face all such businesses to be operated at that location; and further provided, that any person obtaining a license under chapter 2 of this title for the sale of beer or other alcoholic beverage must also obtain the applicable license for the business or branch establishments.

C. *Branch establishments.* A separate license must be obtained for each branch established or each separate place of business in which the business activities of a licensee are carried on, except that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments.

D. *Display of license.* Every business license issued under this chapter shall be posted by the licensee in a conspicuous place upon the wall of the building, room or office of the place of business so that the same may be easily seen. When the business license has expired, it shall be removed by the licensee from such place in which it has been posted, and no business license which is not in force and effect shall be permitted to remain posted upon the wall or any part of any room within the place of business. If the licensee's business is such that a license cannot be displayed due to the transient or mobile nature of the business, the licensee shall carry the license on his person and, upon request by an authorized officer, shall present the license at such time or times while the licensee is engaged or pursuing the business for which the license is granted.

E. *Transfer prohibited.* No license granted or issued under any ordinance of this City shall be assigned or transferred to any other person or entity. It shall not be deemed to authorize any person or entity other than the person or entity named therein to do business or to authorize any other business, calling, trade or profession than is named therein.

1. Nor shall any license be transferred to any location not named therein without the licensee first having applied for a change in business location on such form as directed by the City Recorder- Clerk. A new application fee shall be required to process the application. If the address change occurs at time of renewal, no fee shall be assessed. Upon approval of a business location change, the City Recorder-Clerk will issue a new license showing the approved location and shall thereby nullify the previously issued license.

F. Ice cream trucks, catering businesses, and food trucks are permitted to operate within the City limits subject to the following operating conditions.

1. *Ice cream trucks.* No such unit shall be permitted to stop in any one location for a period of more than ten minutes and shall not operate in a manner that impedes traffic, obstructs parking, or endangers pedestrians.
2. *Catering.* Permitted to conduct business only at those locations where they have been contracted to provide service.
3. *Food trucks.* Must be located on an improved commercial area.

G. *Compliance with other Laws.* As a condition of receiving a business license, the applicant or licensee shall comply with all other federal, state, and local laws applicable to the business and provide information showing compliance to the satisfaction of the City Recorder-Clerk. Compliance with other

laws includes, but is not limited to, obtaining appropriate licenses through any federal or state agencies that regulate the business, registering with the Utah State Tax Commission, and obtaining necessary approvals from the Hurricane Valley Fire District, Ash Creek Special Services District, and the Southwest Utah Public Health Department.

(1998 Code §§ 9-301—9-304; 2000 Code; Ord. 2017-01, 1-5-2017; Ord. 2017-13, 8-17-2017; Ord. 2020-21, 11-5-2020)

Sec. 3-1-9. - Revocation or denial of license.

A. *Grounds.* ~~Any business license issued pursuant to the provisions of this chapter or any other ordinance may be revoked or any application denied by the City Recorder-Clerk for any of the following reasons~~A business license application or existing business license may be denied or revoked for any of the following reasons:

1. The application is not on the form provided or does not contain the required information.
2. The application contains materially false information.
3. The equipment, vehicle, device or structure to be used is inadequate or unsafe for the purpose for which it is to be used.
4. The business or location of the business activity is such as to interfere with or unreasonably obstruct the free flow of vehicular traffic or with other means of travel on any public street or with pedestrian traffic on the sidewalk.
5. The applicant, or any other person conducting the business has violated any federal, state or local law, regulation or ordinance governing the business, or has been convicted of a felony or a misdemeanor involving moral turpitude.
6. The conduct of the business or activity will be contrary to law, including the requirements of this chapter.
7. The conduct of the business or activity will interfere with the preservation of the public peace, health, safety or welfare of the public.
8. Failure of the licensee or applicant to comply with any conditions and requirements of this chapter or any other ordinance of the City.
9. Failure to pay sales tax, or other required taxes, or any other fee imposed by the City.

B. *Denial of Applications by City Recorder-Clerk.* The City Recorder-Clerk shall not issue or renew a business license until the applicant has satisfied the requirements of this chapter, nor shall the City Recorder-Clerk issue or renew a business license if any one of the grounds for denial stated in subsection A of this section apply. If an applicant fails to satisfy the requirements of this chapter within 6 months after an application is submitted, the City Recorder-Clerk shall deny the application and refund any refundable fees. A denial of a business license application under this paragraph may be appealed by the applicant to the City Council by filing a written notice of appeal with the City Recorder-Clerk within 15 days of the denial. Upon receiving a timely-submitted written notice of appeal, the matter shall be heard and decided by the City Council in the next City Council meeting at least 14 days from the date the notice of appeal was received by the City Recorder-Clerk.

C. *Revocation of Existing Business Licenses by City Council.* The City Council may revoke an existing business license on any one of the grounds for revocation set forth in subsection A of this section. ~~*Notice of violation.*~~ Any licensed business found to be in violation of ~~any City ordinance or state law governing such businesses,~~this chapter shall be notified in writing by the City Recorder-Clerk of any facts constituting a violation. Notification shall include facts describing the violation, the applicable ordinance or law, and measures to be taken in order to

correct the violation. The notification shall also set a ~~clear~~ deadline ~~(~~30 days from the date of notification~~)~~ when the violation must be corrected in order to avoid penalty ~~and~~. The notification shall also state that in the event of unusual circumstances the licensee may apply to the City Recorder-Clerk for an extension. If, during the 30-day period, the licensee applies to the City Recorder-Clerk for an extension, more time may be granted at the reasonable discretion of the City Recorder-Clerk. Any such extension shall be detailed in a written agreement ~~which~~ that must be signed by the licensee. If, after the 30-day period has expired, the violation has not been corrected and the licensee has not received an extension, the City Recorder-Clerk shall proceed with the steps described in subsection ~~C~~ D of this section to revoke the business license. If at any time during this process the license becomes due for renewal, the licensee will not be permitted to renew the license prior to satisfactorily resolving the violation.

~~C~~D. *Notice; hearing.* Prior to the revocation of a license, ~~denial of a new application, or denial of an application to renew business license,~~ the licensee ~~or applicant~~ shall be given written notice which shall state in substance that the City Council intends to revoke the business license~~, deny the new application, or deny the application to renew~~, together with the reason or reasons therefor, at a regular or special meeting of the City Council, and that the licensee ~~or applicant~~ has a right to appear, to be represented by counsel, to hear the evidence against him, to cross examine witnesses and to present evidence as to why the license should not be revoked ~~or the application denied~~. The regular or special meeting of the City Council shall be at least ten days and not more than 30 days from the date such notice is sent. ~~This subsection shall not apply to applications for licenses for businesses which have not previously been licensed by the City, and such applicants need only be informed that their application has been denied.~~

(1998 Code § 9-306; Ord. 21-5-3A, 5-3-2001; Ord. 2007-19, 9-20-2007; Ord. 2013-12, 11-7-2013)

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING SECTIONS 3-1-3, 3-1-5, 3-1-8, and 3-1-9 OF THE HURRICANE CITY CODE.

WHEREAS the City Council of Hurricane, Utah desires to amend Title 3, Chapter 1 of the Hurricane City Code; and

WHEREAS, the City Council finds these amendments necessary and desirable for the preservation of the general health, safety, and welfare of the residents of Hurricane City,

BE IT HEREBY ORDAINED by the Hurricane City Council that Hurricane City Code Sections 3-1-3, 3-1-5, 3-1-8, and 3-1-9 shall be and are hereby amended as follows:

Sec. 3-1-3. - License Officer; powers and duties.

The City Recorder-Clerk is hereby designated and appointed as ex officio City License Officer and shall issue licenses in the name of the City to all persons qualified under the provisions of this chapter and shall remit to the City Treasurer all license fees collected hereunder. In addition to all other powers granted hereunder, the City Recorder-Clerk or designees shall have the following powers:

A. *Adopt forms.* Authority to adopt all forms necessary or desirable to facilitate orderly and systematic issuance of all business licenses and ensure the preservation of business records.
B. *Investigation of applicants.* Authority to authorize investigation of any applicant or licensee, either at the time of application for a license, or at any time thereafter, in order to determine the eligibility of such applicant or licensee for the issuance or renewal of a business license. The Chief of Police and the Fire Chief, and all officers, deputies or employees under their authority, are hereby authorized to conduct any such investigation on behalf of and at the request of the City Recorder-Clerk. An investigation, including a criminal background check, will be mandatory for any of the following businesses: massage therapy, any business related to firearms, any business dealing with minor children, or entry to a private residence.
C. *Determination of standing of applicant or licensee.* Make a determination whether the applicant or licensee is in violation of any provision of any City ordinance, or indebted or obligated in any manner to the City or any agency thereof, or in violation of any City land use regulation by reason of the condition of the business premises or the use to be made thereof.
D. *Require necessary affidavits.* When considered necessary in the discretion of the City Recorder-Clerk, require affidavits regarding the prior history of the applicant, indicating whether such person has had prior business experience, has had a prior business license revoked or suspended, or any other information with respect to the applicant's prior experience or personal integrity, including a record of prior convictions or arrests of the applicant or licensee.

E. *Issuance of notice of acceptance or rejection.* Notify any applicant or licensee of the acceptance or rejection of the application for business license, and, in the event of rejection and upon request of the applicant, said notice shall state in writing the reasons for such rejection. The City Recorder-Clerk shall also have authority to notify the licensee of any facts constituting a violation of any City ordinance.

F. *Enforcement.* Be responsible for enforcement of all provisions of this chapter, and shall cause to be filed complaints against all persons or entities violating any of the provisions of this chapter.

G. *Denial of Applications*. Deny business license applications, including applications to renew business licenses, as set forth in this chapter.

(1998 Code § 9-219; Ord. 2007-19, 9-20-2007; Ord. 2013-12, 11-7-2013)

Sec. 3-1-5. - Application for license; renewal.

A. *Information required*. It shall be the responsibility of any person or entity engaging in business within the City to voluntarily apply for an initial business license. The application shall be submitted to the City Recorder-Clerk on a form provided by the City which may contain the following information: business name, general description of business to be engaged in, physical address of the business, mailing address, phone number, date of birth, social security number, all names of individuals involved in the ownership of the business and such other information as the City Recorder-Clerk shall deem reasonable and necessary.

B. *Application voided*. A business license application that has not had all required items submitted and approved and the license issued within six months of application date shall be considered void and a new application and fee will be required.

C. *Renewal*.

1. *General*. Any person or entity holding an active business license, except where otherwise specified in this chapter, shall be granted the opportunity to obtain a renewal license. The City Recorder-Clerk shall issue notices of renewal to eligible businesses 45 days before the expiration date on such form as that officer may direct. Any licensee wishing to obtain a renewal license shall verify the accuracy of the information regarding the business as requested on the renewal form and shall attest to the accuracy of said information by affixing his/her signature to the form. The signed renewal form shall be returned with the appropriate license fee to the City Recorder-Clerk. Any licensee no longer engaging in business within the City limits and therefore not wishing to obtain a renewal license shall indicate such intentions on the renewal form, attesting with his/her signature, and return such form to the City Recorder-Clerk.

2. *Deadline for renewal*. Any licensee shall forfeit the right to renew a license if the licensee does not complete the following prior to 45 days after the expiration date of the license: (i) file for a renewal license by completing the required forms; (ii) pay all applicable fees; (iii) complete all required inspections; (iv) verify that all applicable state and federal licenses are active; and (v) provide information to the satisfaction of the City Recorder-Clerk that the licensee is otherwise in compliance with this chapter. The City Recorder-Clerk shall issue notice to any such licensee stating that the right to a renewal license has been forfeited. Any such person or entity wishing to engage in business within the City limits shall be required to apply for a new business license and shall be required to pay the annual license fee and the new application fee. It shall be unlawful for

any such person or entity to engage in business prior to approval and issuance of a new business license.

3. *Denial of renewal application*. The City Recorder-Clerk shall deny any application for a renewal license that does not comply with the requirements of this chapter as set forth in Sec. 3-1-9.

(Ord. 2017-01, 1-5-2017; Ord. 2013-12, 11-7-2013)

Sec. 3-1-8. - Rules, regulations and requirements.

A. *Nature and location of business.* Each license issued by the City Recorder-Clerk shall authorize the licensee to carry on, pursue or conduct only that type of general business specified in such license and only at the location specified therein. A different type of general business activity than that specified in said license shall require issuance of a separate license and a business at a location different from that indicated on the license shall be considered a branch establishment and shall require a separate license.

B. *Joint license.* Any person or entity engaged in two or more businesses at the same location may, in the discretion of the City Recorder-Clerk, be required to obtain separate business licenses for the conduct of each business; provided, however, that when such businesses are sufficiently similar or complementary, a single license may be issued which shall specify on its face all such businesses to be operated at that location; and further provided, that any person obtaining a license under chapter 2 of this title for the sale of beer or other alcoholic beverage must also obtain the applicable license for the business or branch establishments.

C. *Branch establishments.* A separate license must be obtained for each branch established or each separate place of business in which the business activities of a licensee are carried on, except that warehouses and distributing plants used in connection with and incidental to a business licensed under the provisions of this chapter shall not be deemed to be separate places of business or branch establishments.

D. *Display of license.* Every business license issued under this chapter shall be posted by the licensee in a conspicuous place upon the wall of the building, room or office of the place of business so that the same may be easily seen. When the business license has expired, it shall be removed by the licensee from such place in which it has been posted, and no business license which is not in force and effect shall be permitted to remain posted upon the wall or any part of any room within the place of business. If the licensee's business is such that a license cannot be displayed due to the transient or mobile nature of the business, the licensee shall carry the license on his person and, upon request by an authorized officer, shall present the license at such time or times while the licensee is engaged or pursuing the business for which the license is granted.

E. *Transfer prohibited.* No license granted or issued under any ordinance of this City shall be assigned or transferred to any other person or entity. It shall not be deemed to authorize any person or entity other than the person or entity named therein to do business or to authorize any other business, calling, trade or profession than is named therein.

1. Nor shall any license be transferred to any location not named therein without the licensee first having applied for a change in business location on such form as directed by the City Recorder- Clerk. A new application fee shall be required to process the application. If the address change occurs at time of renewal, no fee shall be assessed. Upon approval of a business location change, the City Recorder-Clerk will issue a new license showing the approved location and shall thereby nullify the previously issued license.

F. Ice cream trucks, catering businesses, and food trucks are permitted to operate within the City limits subject to the following operating conditions.
   1. *Ice cream trucks.* No such unit shall be permitted to stop in any one location for a period of more than ten minutes and shall not operate in a manner that impedes traffic, obstructs parking, or endangers pedestrians.
   2. *Catering.* Permitted to conduct business only at those locations where they have been contracted to provide service.
   3. *Food trucks.* Must be located on an improved commercial area.

G. *Compliance with other Laws.* As a condition of receiving a business license, the applicant or licensee shall comply with all other federal, state, and local laws applicable to the business and provide information showing compliance to the satisfaction of the City Recorder-Clerk. Compliance with other laws includes, but is not limited to, obtaining appropriate licenses through any federal or state agencies that regulate the business, registering with the Utah State Tax Commission, and obtaining necessary approvals from the Hurricane Valley Fire District, Ash Creek Special Services District, and the Southwest Utah Public Health Department.

(1998 Code §§ 9-301—9-304; 2000 Code; Ord. 2017-01, 1-5-2017; Ord. 2017-13, 8-17-2017; Ord. 2020-21, 11-5-2020)

Sec. 3-1-9. - Revocation or denial of license.

A. *Grounds.* A business license application or existing business license may be denied or revoked for any of the following reasons:
   1. The application is not on the form provided or does not contain the required information.
   2. The application contains materially false information.
   3. The equipment, vehicle, device or structure to be used is inadequate or unsafe for the purpose for which it is to be used.
   4. The business or location of the business activity is such as to interfere with or unreasonably obstruct the free flow of vehicular traffic or with other means of travel on any public street or with pedestrian traffic on the sidewalk.
   5. The applicant, or any other person conducting the business has violated any federal, state or local law, regulation or ordinance governing the business, or has been convicted of a felony or a misdemeanor involving moral turpitude.
   6. The conduct of the business or activity will be contrary to law, including the requirements of this chapter.
   7. The conduct of the business or activity will interfere with the preservation of the public peace, health, safety or welfare of the public.
   8. Failure of the licensee or applicant to comply with any conditions and requirements of this chapter or any other ordinance of the City.
   9. Failure to pay sales tax, or other required taxes, or any other fee imposed by the City.

B. *Denial of Applications by City Recorder-Clerk.* The City Recorder-Clerk shall not issue or renew a business license until the applicant has satisfied the requirements of this chapter, nor shall the City Recorder-Clerk issue or renew a business license if any one of the grounds for denial stated in subsection A of this section apply. If an applicant fails to satisfy the requirements of this chapter within 6 months after an application is submitted, the City Recorder-Clerk shall deny the application and refund any refundable fees. A denial of a business license application under this paragraph may be appealed by the applicant to the City Council by filing a written notice of appeal with the City Recorder-Clerk within 15 days of

the denial. Upon receiving a timely-submitted written notice of appeal, the matter shall be heard and decided by the City Council in the next City Council meeting at least 14 days from the date the notice of appeal was received by the City Recorder-Clerk.

C. *Revocation of Existing Business Licenses by City Council*. The City Council may revoke an existing business license on any one of the grounds for revocation set forth in subsection A of this section. Any licensed business found to be in violation of this chapter shall be notified in writing by the City Recorder-Clerk of any facts constituting a violation. Notification shall include facts describing the violation, the applicable ordinance or law, and measures to be taken in order to correct the violation. The notification shall also set a deadline 30 days from the date of notification when the violation must be corrected in order to avoid penalty. The notification shall also state that in the event of unusual circumstances the licensee may apply to the City Recorder-Clerk for an extension. If, during the 30-day period, the licensee applies to the City Recorder-Clerk for an extension, more time may be granted at the reasonable discretion of the City Recorder-Clerk. Any such extension shall be detailed in a written agreement that must be signed by the licensee. If, after the 30-day period has expired, the violation has not been corrected and the licensee has not received an extension, the City Recorder-Clerk shall proceed with the steps described in subsection D of this section to revoke the business license. If at any time during this process the license becomes due for renewal, the licensee will not be permitted to renew the license prior to satisfactorily resolving the violation.

D. *Notice; hearing.* Prior to the revocation of a license, the licensee shall be given written notice which shall state in substance that the City Council intends to revoke the business license, together with the reason or reasons therefor, at a regular or special meeting of the City Council, and that the licensee has a right to appear, to be represented by counsel, to hear the evidence against him, to cross examine witnesses and to present evidence as to why the license should not be revoked. The regular or special meeting of the City Council shall be at least ten days and not more than 30 days from the date such notice is sent.

(1998 Code § 9-306; Ord. 21-5-3A, 5-3-2001; Ord. 2007-19, 9-20-2007; Ord. 2013-12, 11-7-2013)

BE IT FURTHER ORDAINED that this Ordinance shall, after adoption and approval, take effect immediately upon publication or posting as required by law.

PASSED AND APPROVED this 20th day of October, 2022.

_____

Nanette Billings, Mayor

[Seal]
Attest:

_____

Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, Recorder

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY PLAT APPLICATION

For office use only: $150.00 Fee
File No. 2022-PP-25
Receipt No. 8.161800

Name: BRANT TUTTLE, NORTHERN ENGINEERING Telephone: 801-802-8992

Address: 1040 E 800 N, OREM, UTAH 84097 Fax No. 801-802-8993

Email: btuttle@neiutah.com Agent Email:

Agent (If Applicable): same as above Telephone:

Address/Location of Subject Property: 400 WEST 870 SOUTH, HURRICANE

Tax ID of Subject Property: H-3-2-3-1225 Zone District: R1-15

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) LONE PINE PRELIMINARY PLAT CONTAINS 5.02 ACRES WITH 9 PROPOSED LOTS FOR A DENSITY OF 1.79 LOTS PER ACRE. SEE ATTACHED SUMMARY LETTER.

Submittal Requirements: The preliminary plat application shall provide the following:

____ 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- ____ a. The proposed name of the subdivision.
- ____ b. The location of the subdivision, including the address and section, township and range.
- ____ c. The names and addresses of the owner or subdivider, if other than the owner.
- ____ d. Date of preparation, and north point.
- ____ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

____ 2. Existing Conditions: The preliminary plat shall show:
- ____ a. The location of the nearest monument.
- ____ b. The boundary of the proposed subdivision and the acreage included.
- ____ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ____ d. The location, width, and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ____ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ____ f. Existing sewers, water mains, culverts, or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.
- ____ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

____ h. Contours at vertical intervals not greater than five (5) feet.
____ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock, and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.
____ j. Information on whether property is located in desert tortoise take area

____3. Proposed Plan: The subdivision plans shall show:
____ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys, and easements.
____ b. The layout, numbers, and typical dimensions of lots.
____ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
____ d. Easements for water, sewers, drainage, utilities, lines and other purposes.
____ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)
____ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.
____ g. Approximate radius of all center line curves on highways or streets.
____ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)
____ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.
____ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
____ k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.
____ l. Will this subdivision be phased? If yes show possible phasing lines.
____ m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

____4. Required copies of plans:
____ a. Three copies of all full-scale drawings
____ b. One copy of each drawing on a 11 x 17-inch sheets. (8 ½ x 11 is acceptable if the project is small and the plans are readable at that size).

____ 5. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property
____ 6. Signed and notarized Acknowledgement Water Supply (see attached)

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than 12:00 (noon) 20 full calendar days before the Planning Commission meeting at which you plan for your application to be heard.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

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

801 802 8992 fax 801 802 8993 1040 East 800 North, Orem, UT 84097 www.neiutah.com

Northern ENGINEERING

September 6, 2022

Mr. Stephen Nelson
City Planning Director
City of Hurricane
147 North 870 West
Hurricane, UT 84737

Lone Pine Subdivision Preliminary Plat Summary

Dear Stephen,

The Lone Pine Subdivision Preliminary Plat contains 9 lots on 5.02 acres for a density of 1.79 lots per acre. Lone Pine Subdivision is located on Strawberry Avenue (400 West Street) and will have roadway, 820 South Street, running easterly through the middle of the property with lots on each side of the new roadway. On the east side of the property the project will dedicated 30 feet for a half roadway dedication for the future 300 South Street. The half dedication of 300 South Street will provide a hammerhead style turnaround for emergency vehicles until the future 300 South Street is fully improved. The subdivision will connect to the existing sewer, water and storm drain located in 400 West Street. At the northwest corner of the property is an existing storm drain inlet box which is connected to an existing storm drain manhole in 400 West Street. A new inlet box will be constructed at the curb and gutter and will connect to the existing storm drain manhole. The parcel of property slopes from east to west and from south to north. The preliminary grading plan shows the existing contours and new proposed contours grading toward the northwest corner of the project. The construction drawings will provide the details for the utility connections and street grades along with a storm water drainage report submitted with the construction drawings. There are no Hurricane Canal Company facilities located on the project site.

We are not aware of any potential geotechnical constraints and there are not aware of any known collapsible soils or geologic fault lines in this area. A soils report will be performed as part of the construction drawing approval process. The property is not located in a desert tortoise area. The main access to the project will be through 400 West Street. The Lone Pine Subdivision will be developed in one phase.

If you have any questions or need any additional information, please contact me.

Thanks,

Brant D. Tuttle, P.E.
Northern Engineering, Inc.

AFFIDAVIT

PROPERTY OWNER

STATE OF UTAH)

:ss

COUNTY OF)

I (we), Ferel L. Campbell, 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.

Ferel L. Campbell
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 6th day of September 2022

(Notary Public)

NOTARY PUBLIC
Luke Stoddard
707303
Commission Expires
July 18, 2023
STATE OF UTAH

Residing in: St. George, Ut

My Commission Expires: 7-18-2023

Agent Authorization

I (we), Ferel L. Campbell, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Brent Tuttle, NEI 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.

Ferel L. Campbell
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 6th day of September 2022

(Notary Public)

NOTARY PUBLIC
Luke Stoddard
707303
Commission Expires
July 18, 2023
STATE OF UTAH

Residing in: St. George, Ut.

My Commission Expires: 7-18-2023

HURRICANE CITY
UTAH

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, BRANT TUTTLE, NORTHWEST ENGINEERING am/are the applicant(s) of the application known as LONE PINE SUBDIVISION located on parcel(s) H-3-2-3-1225 within the City of Hurricane, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Neither acceptance nor approval of a development application by Hurricane City shall constitute a guarantee that sufficient water will be available to serve the zone designation, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, the applicant may be required by Hurricane City to provide a guarantee of water availability which verifies that there is a sufficient water supply; and
3. For any application which may be approved without a guarantee of water availability, the applicant knowingly assumes the entire risk of water availability for the project and/or application; and
4. I/we waive any and all claims against Hurricane City that are in any way related to water availability for any project, permit, or use for which the land use application has been approved.

Dated this day of September, 2022

Applicant Name: BRANT TUTTLE

Name of Signer (if different from Applicant Name): Ferel L. Campbell

Title of Signer: PROPERTY OWNER

Signature: Ferel L Campbell

STATE OF Utah)

COUNTY OF Washington)

On the 6 day of September, 2022, personally appeared before me Ferel L. Campbell the signer of the above instrument, who duly acknowledged to me that he/she executed the same in the capacity indicated on behalf of the Applicant.

Notary Public:

My Commission Expires: 7-18-2023

NOTARY PUBLIC
Luke Stoddard
707303
Commission Expires
July 18, 2023
STATE OF UTAH

All signatures to this Acknowledgment, other than for Applicants signing in an individual capacity, shall be accompanied by documentation acceptable to the City attesting to the fact that the signer hereof is authorized to execute the Acknowledgment on behalf of the Applicant (e.g. a copy of a corporate resolution, copy of a partnership agreement, etc.). (Ord. No. 2022-37 , 6-16-2022)

Ash Creek Special Service District

1350 S. Sand Hollow Road
Hurricane, UT 84737
Office: (435) 635-2348 Fax: (435) 635-8550
ashcreek@infowest.com

September 7, 2022

Hurricane City
Stephen Nelson
127 N. 870 W.
Hurricane, UT 84737

RE: Lone Pine Subdivision

Stephen,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

LONE PINE SUBDIVISION
PRELIMINARY PLAT
PARCEL H-3-2-3-1225
HURRICANE, UTAH

SEPTEMBER 2022

GENERAL

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND/OR REQUIREMENTS OF THE HURRICANE CITY PUBLIC WORKS DEPARTMENT.
2. A PRE CONSTRUCTION CONFERENCE WILL BE HELD A MINIMUM OF 3 WORKING DAYS PRIOR TO START OF WORK. ALL CONTRACTORS, SUBCONTRACTORS AND/OR UTILITY CONTRACTORS, HURRICANE CITY PUBLIC WORKS AND CITY'S ENGINEER SHOULD BE PRESENT.
3. ALL CONSTRUCTION STAKES MUST BE REQUESTED A MINIMUM OF THREE (3) WORKING DAYS PRIOR TO PLANNED USE.
4. CERTAIN CONTROL POINTS WILL BE SET BY THE ENGINEER, OR HIS REPRESENTATIVE, WHICH ARE CRITICAL TO THE CONSTRUCTION STAKING OF THE PROJECT. THESE POINTS WILL BE DESIGNATED AT THE TIME THEY ARE SET AND THE CONTRACTOR SO NOTIFIED. DESTRUCTION OF THESE POINTS BY THE CONTRACTOR OR HIS SUBCONTRACTORS SHALL BE GROUNDS FOR CHARGING THE CONTRACTOR FOR REESTABLISHING SAID POINTS.

ROADWAY/STORM DRAIN

1. ALL ROADWAY CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF HURRICANE CITY'S TECHNICAL SPECIFICATIONS OR AS APPROVED IN THE PLANS HEREIN.
2. WHEN DISCREPANCIES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. UNTIMELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAIM FOR ADDITIONAL COMPENSATION.
3. STORM DRAIN PIPES MUST BE RCP CLASS III PIPES SHALL BE INSTALLED ACCORDING TO PERTINENT HURRICANE CITY STANDARDS.

SEWER

1. SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
2. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
3. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A PDF AND A 2'X3' PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINES SLOPES AND DEPTHS.
4. THE CONTRACTOR WILL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINES AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR, MANDREL TEST, AIR TEST AND CLOSED-CIRCUIT CAMERA INSPECTION. CAMERA INSPECTION IF PROVIDED BY THE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
5. DURING CONSTRUCTION, ALL SEWER LINES NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.

WATER

1. THE WATER SYSTEM SHALL BE CONSTRUCTED TO CONFORM WITH THE STANDARDS SET FORTH IN THE "UTAH REGULATIONS FOR PUBLIC DRINKING WATER SYSTEMS", AND THE HURRICANE CITY PUBLIC WORKS DEPARTMENT STANDARD SPECIFICATIONS AND DRAWINGS.
2. CONTRACTOR SHALL NOTIFY NORTHERN ENGINEERING, INC. THREE (3) WORKING DAYS BEFORE INITIAL CONSTRUCTION BEGINS AND SHALL ALSO REQUEST HURRICANE CITY ENGINEERING DEPARTMENT INSPECTION OF WATER LINES AND APPURTENANCES TWENTY-FOUR (24) HOURS IN ADVANCE OF BACKFILLING.
3. CONTRACTOR TO FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ASSURE THAT SAID LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS TO MATCH AN EXTENSION OF THE SIDEWALK GRADE.
4. UPON THE COMPLETION OF WORK, THE CONTRACTOR SHALL SUBMIT 3 SETS OF RECORD DRAWINGS TO HURRICANE CITY & (1) SET TO NORTHERN ENGINEERING, INC.
5. WATER VALVE LIDS ARE TO BE LABELED "WATER" FOR CULINARY VALVES.
6. HORIZONTAL AND VERTICAL SEPARATION OF CULINARY WATER AND SEWER SHALL BE IN COMPLIANCE WITH HURRICANE CITY STANDARDS.
7. WATERLINES TO BE BEDDED IN GRANULAR MATERIAL. A MIN. OF 8" COVER OVER TOPS OF PIPE IS REQUIRED TO AVOID PENETRATION OF SUB BASE FROM ABOVE. THE OVERALL COVER OF THE CULINARY PIPE NEEDS TO BE NO LESS THAN 4 FEET.
8. ALL CULINARY WATERLINES SHALL BE POLY WRAPPED DUCTILE IRON OR PVC C-900.
9. WATER SERVICES SHALL BE TYPE "K" COPPER ONLY.
10. THRUST BLOCKS ARE NOT ALLOWED. JOINT RESTRAINTS ARE REQUIRED. SEE DETAIL SHEET.
11. HURRICANE VALLEY FIRE DISTRICT TO APPROVE THE LOCATION OF FIRE HYDRANTS.
12. ALL MAIN AND SERVICE LINES SHALL MAINTAIN A 10 FOOT SEPARATION BETWEEN WATER AND SEWER.
13. ALL WATER MAINS 10-INCH AND LARGER SHALL BE POLY-WRAPPED DUCTILE IRON.
14. ONLY A PRE-QUALIFIED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE WATER SYSTEM.

DOMINION ENERGY NOTES

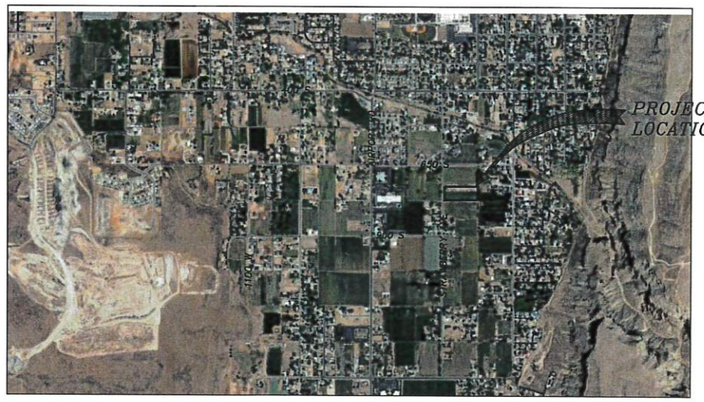
1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JEFF BURTON ✪ 435-674-6112
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPERS EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COST. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS. (1155 E 350 N. ST. GEORGE).
4. ALL OF THE 10 FOOT UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED TO WITHIN 6 INCHES OF TOP BACK OF THE CURB BEFORE GAS LINES WILL BE INSTALLED. DEVELOPER WILL BE RESPONSIBLE FOR THE COST OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.
5. ALL TRENCHES SHALL BE BACKFIELD AND ALL DEBRIS, CONSTRUCTION MATERIALS, AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB, AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS, OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER .
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF GAS SERVICE TO THIS PROJECT.
9. CONTACT CRAIG HANSEN, (435) 674-6144, AT LEAST TWO WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. IMPORTANT NOTICE: GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED, STREETS ARE WITHIN 6 INCHES OF SUB-GRADE, AND THE 10 FOOT UTILITY EASEMENT IS GRADED TO TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE:
    IF HIGH PRESSURE GAS LINES ARE LOCATED IN OR NEAR YOUR DIGGING AREA, BEFORE DIGGING PLEASE CALL: BRYAN WARD ✪ (435) 559-6547.

TDS BROADBAND NOTES

1. THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITH IN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
2. TDS WILL PROVIDE CONDUITS. PLEASE CONTACT DAVID AT 435-703-8932 AT LEAST THREE WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
3. ANY QUESTIONS REGARDING SERVICE SHOULD BE DIRECTED TOWARD DAVID TRAUNTVEIN WITH TDS AT 435-703-8932.
4. RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR.
5. ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.

-INDEX OF SHEETS-

SHEET	DESCRIPTION
1-1	COVER SHEET AND NOTES
2-1	PRELIMINARY PLAT SHEET 1
2-2	PRELIMINARY UTILITY PLAN
2-3	PRELIMINARY GRADING PLAN
DT-1	TYPICAL STREET CROSS-SECTIONS



VICINITY MAP
-NTS-

CENTURYLINK NOTES

1. 1. DEVELOPER TO PROVIDE ALL TRENCH, BACKFILL, AND ROAD CROSSINGS. CENTURYLINK SUB CONTACTOR (NEILS FUGAL) WILL PLACE CONDUIT IN TRENCH. CALL 435-632-6553 15 DAYS PRIOR TO REQUIRING CONDUIT TO SCHEDULE DELIVERY.
2. ANY BREAKS/BLOCKAGES IN CONDUIT RESULTING FROM IMPROPER BACKFILL OR OTHER CONSTRUCTION/UTILITY PLACEMENT ARE THE DEVELOPER RESPONSIBILITY TO REPAIR AND MAY RESULT IN DELAY OF SERVICE.
3. CONTACT CENTURYLINK ENGINEER AT 385-479-7339 OR BRAXTON.PETERSON@LUMEN.COM WITH ANY QUESTIONS OR CHANGES TO JUC PLANS.
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL PROJECT WILL BE BILLABLE 100% TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

POWER NOTES

1. DEVELOPER RESPONSIBLE FOR ALL COST, UNLESS OTHERWISE STATED ON PRINT.
2. ONLY A PRE-APPROVED CONTRACTOR TO WORK ON AND INSTALL ANY PART OF THE ELECTRICAL SYSTEM.
3. LINES ARE FOR SCHEMATIC PURPOSES ONLY. ALL EQUIPMENT AND PLACEMENT OF, TO BE TO HURRICANE POWER SPECS.
4. PRE-APPROVED CONTRACTOR TO GO OVER PRINTS WITH HURRICANE POWER BEFORE BEGINNING WORK. CONTACT HURRICANE POWER FOR AN APPOINTMENT. 435-635-5536.
5. EASEMENTS TO BE SIGNED OVER TO HURRICANE CITY. IT IS THE DEVELOPER'S RESPONSIBILITY TO MAKE SURE EASEMENTS ARE OBTAINED FROM ANY PROPERTIES THAT MAY BE AFFECTED.
6. NO RETAINING WALLS TO RUN INTO UTILITY EASEMENTS.
7. ALL CONDUITS TO BE FOAMED. ANY EMPTY STUB OUTS TO HAVE A TEMPORARY PLUG INSTALLED.
8. ANY CHANGES TO THE SIGNED SET OF PLANS MUST BE APPROVED BY HURRICANE POWER.
9. THE ENTIRE JUC TRENCH MUST BE BACKFILLED WITH 1" MINUS FROM THE BOTTOM TO THE TOP OF THE TRENCH. ALSO ALSO AROUND ELECTRICAL BOXES AND EQUIPMENT.
10. IMPACT FEES TO BE COLLECTED BY BUILDING DEPT. IMPACT FEES TO BE CHARGED PER METER/INDIVIDUAL BREAKER SIZE. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
11. METERS SHALL NOT BE LOCATED IN FENCED IN AREAS. METERS SHALL BE KEPT ACCESSIBLE AT ALL TIMES.
12. DEVELOPER WILL BE BILLED IN TERMINATION FEE $99.00 DOLLARS PER PRIMARY ELBOW TERMINATIONS.
13. DEPENDING ON TRANSFORMER LOCATION TRANSFORMER MAY NEED BOLLARDS TO PROTECT IT FROM TRAFFIC. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
14. CEMENT BASEMENTS, THREE PHASE TRANSFORMER PADS AND STREETLIGHT BASES TO BE PRE-CAST ONLY. TO BE SUPPLIED BY APPROVED VENDORS ONLY.
15. HURRICANE CITY POWER WILL NEED TO KNOW MAIN PANEL SIZE AND SERVICE VOLTAGE NEED IN ORDER TO DETERMINE TRANSFORMER SIZE AND IMPACT FEES BEFORE PROJECT STARTS.
16. SIZE OF ACCEPTABLE CONDUITS FROM THE TRANSFORMER TO METER PANELS IS 3" OR 4" PVC. YOU MAY NEED MULTIPLE RUNS OF CONDUIT FROM THE TRANSFORMER TO THE PANEL. QUALITY NEEDED TO BE DETERMEINED BY ELECTRICIAN. SIZE OF ACCEPTABLE WIRE IS 350 OR 500 ALUMINUM.
17. DEVELOPER WILL BE BILLED A DEVELOPER FUSE BAY FEE. CONTACT HURRICANE POWER FOR ANY QUESTIONS ABOUT THIS.
18. HURRICANE POWER HAS CHANGED OUR STREETLIGHTS SPEC. TO LED'S SEE HURRICANE POWER FOR NEW SPEC (DECORATIVE FOR THIS PROJECT)
19. THE RUNNING LINE FOR GAS AND POWER NEEDS TO BE ON THE OPPOSITE SIDE OF THE ROAD FROM ONE ANOTHER. THE STANDARD RUNNING LINE FOR POWER IS ON THE NORTH AND WEST SIDE OF THE ROAD AND GAS IS ON THE SOUTH AND EAST SIDE OF THE ROAD. HURRICANE POWER WILL NOT EXCEPT GAS TO RUN DOUBLE MAINS WITH GAS ON BOTH SIDES OF THE ROAD ANYMORE.
20. POWER IS DEPENDENT ON CORDER PHASE 1 POWER INFRASTRUCTURE. ESPECIALLY ON 2100 W

PARKS

1. ANY LANDSCAPING, INCLUDING STREET LANDSCAPING STRIPS AND/OR MEDIANS AND ASSOCIATED IRRIGATION SHALL BE INSTALLED BY DEVELOPER/OWNER(S) AND IS NOT THE RESPONSIBILITY OF HURRICANE CITY PARKS DEPARTMENT TO MAINTAIN.

REGISTERED PROFESSIONAL ENGINEER
BRANT D TUTTLE
No. 164687
04-06-2022
STATE OF UTAH

ENGINEER
NORTHERN ENGINEERING
BRANT TUTTLE
btuttle@neiutah.com
TEL: 801-802-8992

DEVELOPER
FEREL L. & BEVERLY CAMPBELL
332 W. 400 S.
HURRICANE, UTAH 84737

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

JOB NO. 03-22-042
SHEET NO. 1-1

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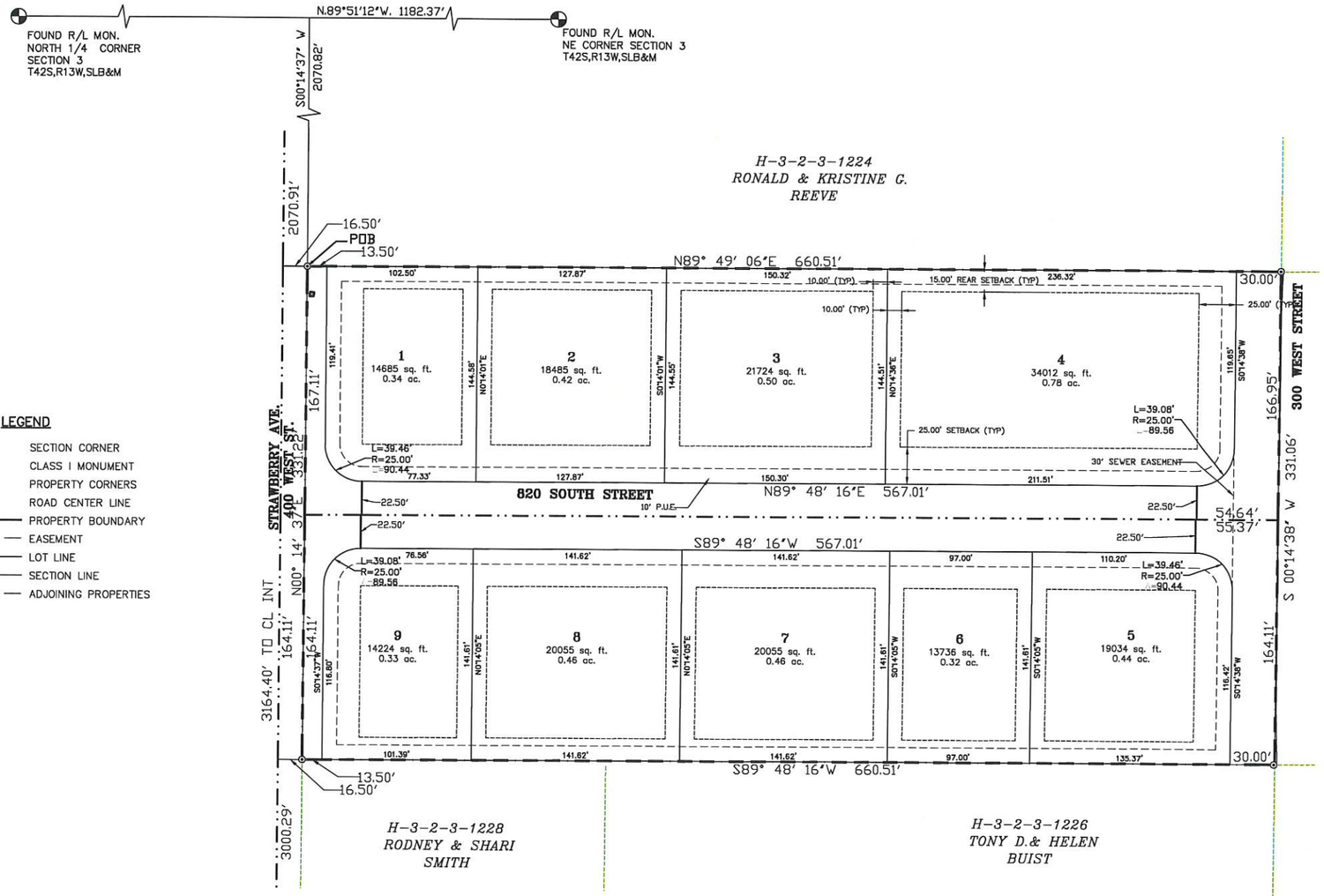
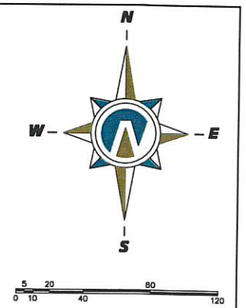
LONE PINE SUBDIVISION
PRELIMINARY PLAT
PARCEL H-3-2-3-1225
HURRICANE, UTAH
AUGUST 2022





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SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'

LEGEND

- SECTION CORNER
- CLASS I MONUMENT
- PROPERTY CORNERS
- ROAD CENTER LINE
- PROPERTY BOUNDARY
- EASEMENT
- LOT LINE
- SECTION LINE
- ADJOINING PROPERTIES

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 13 WEST, S.L.B.&M., HURRICANE, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT (20), BLOCK EIGHT (8), HURRICANE FIELD SURVEY, AS RECORDED IN THE OF THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE RECORDER OF WASHINGTON COUNTY, STATE OF UTAH.

MORE PARTICULARLY DESCRIBED AS BEING N89°51'12"W 1182.37 FEET AND S00°14'37"W 2070.82 FEET FROM THE NORTHEAST CORNER OF SECTION 3 TO THE POINT OF BEGINNING; THENCE N 89°49'06"E 660.51 FEET; THENCE S00°14'38"W 331.06 FEET; THENCE S89°48'16"W 660.51 FEET; THENCE N00°14'37"E 331.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.02 ACRES

ENGINEER
NORTHERN ENGINEERING
BRANT TUTTLE
btuttle@nelutah.com
TEL: 801-802-8992

DEVELOPER
FEREL L. & BEVERLY
CAMPBELL
332 W. 400 S.
HURRICANE, UTAH 84737

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.

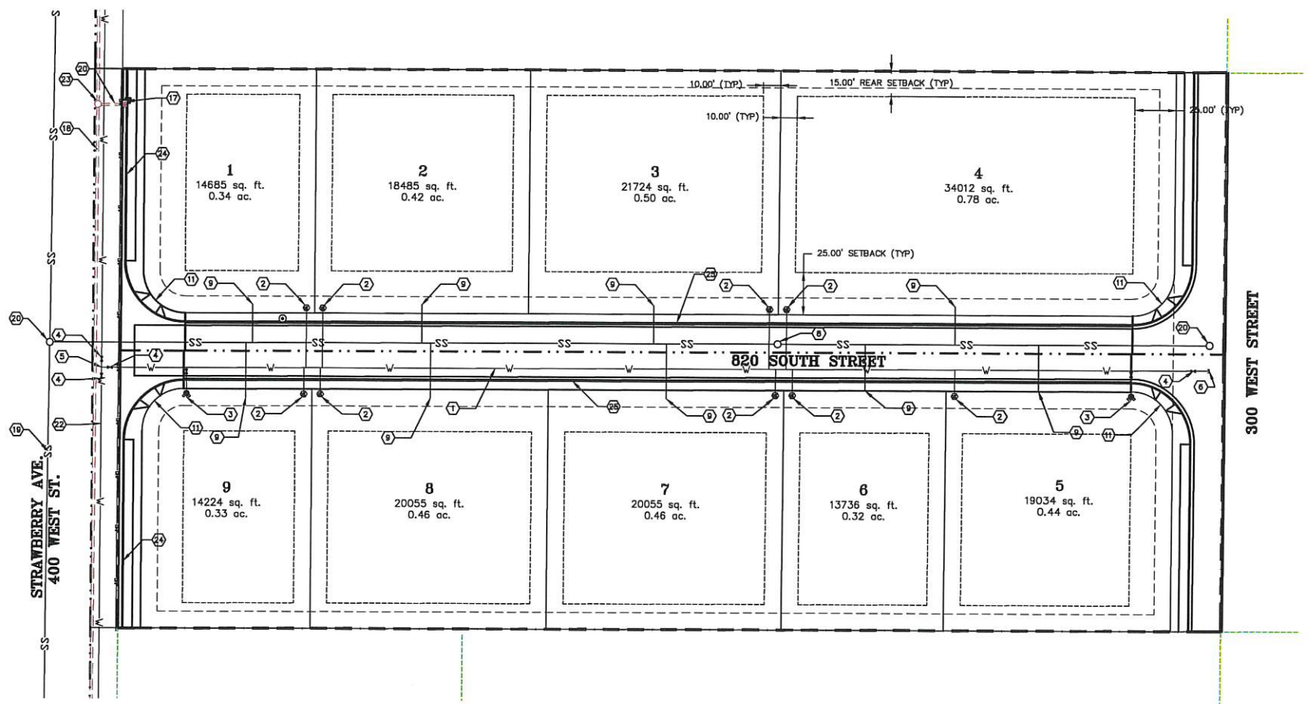
LONE PINE SUBDIVISION	PRELIMINARY PLAT	JOB NO. FLC
	HURRICANE, UTAH	SHEET NO. 2-1

LONE PINE SUBDIVISION
PRELIMINARY UTILITY PLAN

HURRICANE, UTAH
AUGUST 2022

LEGEND

- EXISTING POWER POLE
- PROPOSED FIRE HYDRANT
- PROPOSED SIGN
- SUBDIVISION/LOT BOUNDARY
- CENTERLINE
- ADJACENT BOUNDARY LINES
- EASEMENT
- OHP — EXISTING OVER HEAD POWER
- X — EXISTING FENCE LINE
- EXISTING DITCH
- SS — SANITARY SEWER
- W — WATER LINE



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SCALE 1" = 40'
(11"x17")
SCALE 1" = 80'

CONSTRUCTION NOTES

1. NEW 8" PVC C-900 WATER MAIN
2. NEW 3/4" WATER SERVICE WITH METER AND YOKE AND 2"X 4" MARKER AT END OF SERVICE
3. NEW FIRE HYDRANT WITH 6" VALVE
4. NEW 8" GATE VALVE
5. NEW 8" TEE
6. NEW 8" PLUG
7. NEW 8" PVC SEWER LINE
8. NEW 48" SEWER MANHOLE
9. NEW 4" SEWER LATERAL WITH PLUG STUBBED UP 3' BELOW ROUGH GRADE MARKED WITH T-POST 3' ABOVE GRADE. MATCH 4" PIPE CROWN W/8" MAIN CROWN.
10. NEW 8" SEWER CAP
11. HANDICAP ACCESS RAMP
12. NEW STREET LIGHT
13. NEW STOP SIGN/STREET SIGN / STOP BAR
14. NEW STORM DRAIN INLET BOX
15. NEW STORM DRAIN MANHOLE
16. NEW 15" RCP STORM DRAIN LATERAL
17. NEW 15" RCP STORM DRAIN CURB FACE INLET
18. EXISTING 18" STORM DRAIN LINE
19. EXISTING 8" SEWER LINE
20. NEW 60" SEWER MANHOLE
21. EXISTING 60" SEWER MANHOLE
22. EXISTING 8" WATER LINE
23. EXISTING STORMDRAIN MANHOLE
24. HB30-7 CURB AND GUTTER
25. RU30 CURB AND GUTTER

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.

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Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

LONE PINE SUBDIVISION

PRELIMINARY UTILITY PLAN
HURRICANE, UTAH

JOB NO. 3-21-042
SHEET NO. 2-2

LONE PINE SUBDIVISION
PRELIMINARY GRADING PLAN

HURRICANE, UTAH
JUNE 2022

LEGEND

- EXISTING POWER POLE
- PROPOSED FIRE HYDRANT
- PROPOSED SIGN
- SUBDIVISION/LOT BOUNDARY
- CENTERLINE
- ADJACENT BOUNDARY LINES
- EASEMENT
- OHP — EXISTING OVER HEAD POWER
- X — EXISTING FENCE LINE
- EXISTING DITCH
- SS — SANITARY SEWER
- W — WATER LINE

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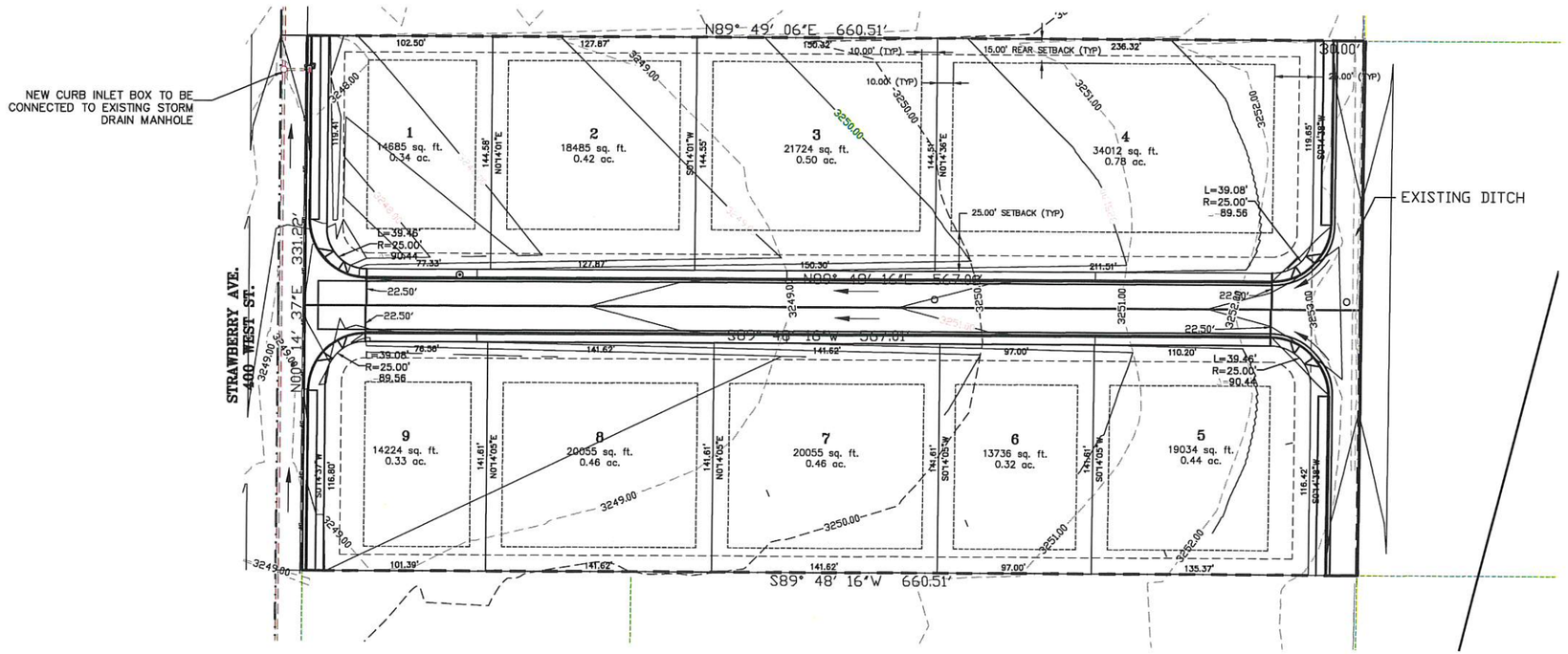
SCALE 1" = 80'



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Northern ENGINEERING INC
ENGINEERING–LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

LONE PINE SUBDIVISION

PRELIMINARY GRADING PLAN

HURRICANE, UTAH

JOB NO. 3-21-042

SHEET NO. 2-3

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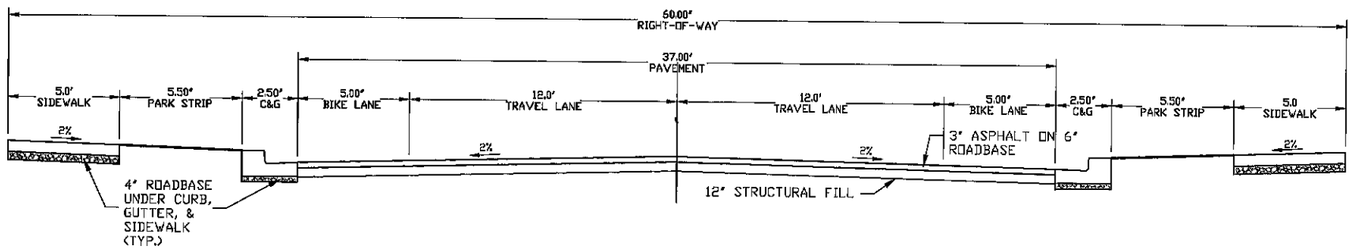
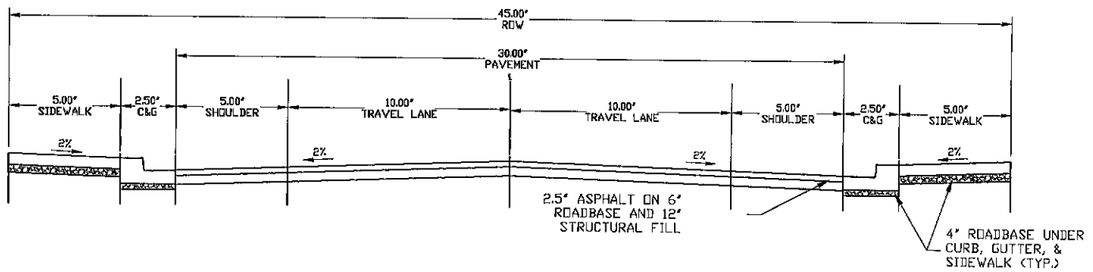


60' MINOR COLLECTOR STREETS CROSS-SECTION

STRAWBERRY AVE.(400 WEST) & 300 WEST STREET



45' RESIDENTIAL LOCAL STREETS CROSS-SECTION

820 SOUTH STREET

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3			
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1			

DESIGNED BY: DATE:
DRAWN BY: DATE:
CHECKED BY: DATE:
APPROVED: DATE:
COGO FILE: DATE:
REV. COGO FILE: DATE:

K:\3-22-042-00 LONE PINES\CAD\DESIGN\WORKING\3-22-042 LONE PINE WORKING.DWG 9/2/2022 1:08 PM

Northern ENGINEERING INC
ENGINEERING-LAND PLANNING
CONSTRUCTION MANAGEMENT
1040 E. 800 N.
OREM, UTAH 84097
(801) 802-8992

LONE PINE SUBDIVISION

ROAD CROSS SECTION

HURRICANE, UTAH

JOB NO. 3-21-083

SHEET NO. DT-1

PLANNING & ZONING
HURRICANE CITY
UTAH

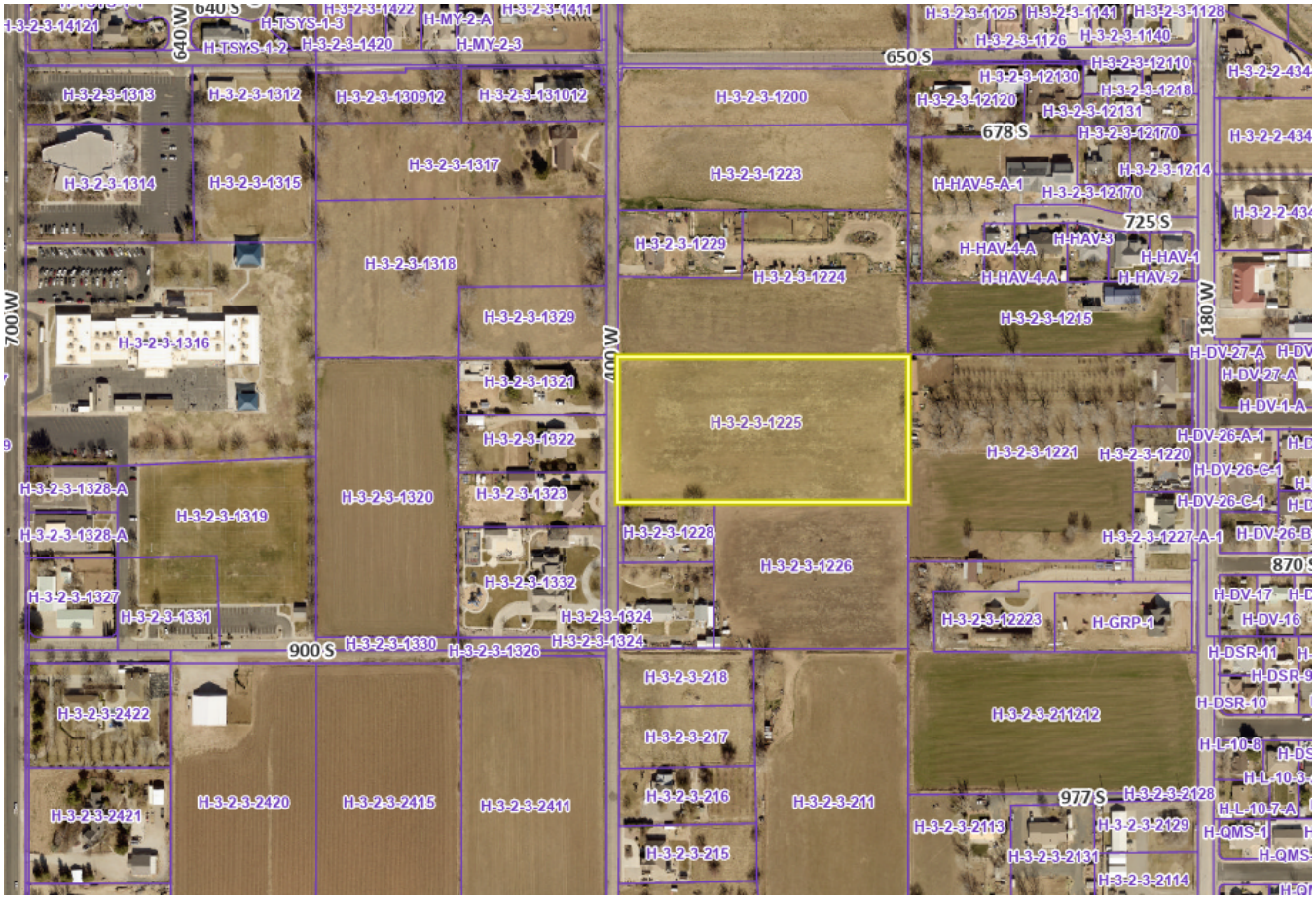
STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-PP-25
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Brant Tuttle, Northern Engineering
Agent:	
Request:	Approval of a Preliminary Plat
Location:	400 W 820 S
Zoning:	R1-15
General Plan Map:	Single Family

Planning Commission Recommendation
The Planning Commission gave a recommendation of approval subject to staff and JUC comments, including:

- That the applicant coordinate with power to extend services to the site, including moving the power line to the proper location
- That the applicant coordinates with the canal company for the future placement and improvements for the canal along the east side of the property and coordination with run-off water.

Discussion: The applicant is proposing a nine lot single family subdivision located along 400 W. The zone change for this property was approved earlier this year. A development agreement for the zone change which has been signed which limits this subdivision to nine total lots.



JUC Comments

Public Works: No comments.

Water: Three way valve cluster on 820 South and 400 West. Need to include required secondary irrigation system mirroring culinary water system with tie-in using state approved backflow prevention.

Cable: Need internet fiber note attached to construction plans.

Power: 1 phase power only at this time which is not sufficient, 3 phase power will have to be brought in from 650 South. Easements will need to be obtained in correct locations, Hurricane City Power may be willing to do this as a joint venture.

Sewer: Sewer to storm drain conflict will need to be addressed (if any). Sewer in 300 West alignment planned, please contact the district to coordinate.

Engineering: Hurricane City GIS indicates the existing water line is west of the existing storm drain and storm drain line is 30" existing. Storm drain boxes are preferred over cross gutters. Existing power line and an existing canal water line not called out. A 36" storm drain pipe is shown on Hurricane City's storm drain master plan along 300 W. How will tailwater from the properties to the south be conveyed through the subdivision? Remove "Strawberry Ave" for the final plat, could lead to confusion with addressing. 400 W's existing pavement's condition may require replacement up to 400 W centerline. Rear and side public utility easements can be removed. Proposed 820 S can be a 41' residential minimum cross-section

Streets: Okay with preliminary plat.

Fire: Hydrants spaced 500'. Okay with a temporary hammerhead.

Staff Comments: Preliminary Plat

1. All proposed lots meet the requirements of the R1-15 zone.
    a. Minimum lot sizes in R1-15 is 12,000 sq ft as long as the average lot size is over 15,000 sq ft
        i. Average lot size is 19,556 sq ft
2. 300 West is a master planned roadway that is already existing or dedicated in several areas in this region. Staff has already met with the applicant regarding how improvements to 300 West will be done. Staff recommends that improvements to 300 West not be installed before Ash Creek Sewer District puts in its planned sewer line, but applicant should be required to bond for the improvements.
    a. There is an existing ditch along Future 300 West that will also need to be mitigated.
3. The subdivision will presumably be developed in one phase.
4. A will serve letter from the sanitary and culinary water provider has been provided
5. A note indicating whether the plat is located in a desert tortoise take area has been provided.
6. There are some power alignment issues, especially once other street improvements are installed. The applicant will need to work with the power department to ensure the alignment will work for current and future needs, including obtaining easements.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff recommends approval of the preliminary plat subject to staff and JUC comments with the following conditions:

- That the applicant coordinate with power to extend services to the site, including moving the power line to the proper location
- That the applicant coordinates with the canal company for the future placement and improvements for the canal along the east side of the property.

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-29
Receipt No. 8.1 592601

Name: Hinton Holdings LLC Telephone: _____

Address: 678 W State St. Hurricane, UT 84737 Fax No. _____

Email: smalltownauto@yahoo.com Agent Email: _____

Agent (If Applicable): Richard & Kathleen Hinton Telephone: 435-680-2501

Address/Location of Subject Property: Approx. 88 N 1690 W

Tax ID of Subject Property: ~~H-3-1-33-3141~~, H-3-1-33-4221 Existing Zone District: R1-10 & HC

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) To add .127 acres to HC & Change the existing R1-10 to R1-8 w/PDO

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

✓ a. The name and address of every person or company the applicant represents.
✓ b. An accurate 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 (General Information)

PURPOSE

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

WHEN REQUIRED

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

REQUIRED CONSIDERATIONS TO APPROVE A ZONE CHANGE

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

1. Whether the proposed amendment is consistent with the Goals, Objectives, and Policies of the City's General Plan.

2. Whether the proposed amendment is harmonious with the overall character of existing development in the vicinity of the subject property.

3. The extent to which the proposed amendment may adversely affect adjacent property; and

4. The adequacy of facilities and services intended to serve the subject property, including, but not limited to roadways, parks and recreation facilities, police and fire protection, schools, storm water drainage systems, water supplies, and wastewater and refuse collection.

PROCESS

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

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

DOC # 20090045707
Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
12/03/2009 10:24:37 AM Fee $ 14.00
By SOUTHERN UTAH TITLE CO

WHEN RECORDED MAIL DEED AND TAX
NOTICE TO:
M. RICHARD HINTON
233 S. 800 W.
HURRICANE UT. 84737
Tax I.D. No. H-3-1-33-3114, H-3-1-33-4221,
H-3-1-33-3141

Space Above This Line for Recorder's Use

SOUTHERN UTAH TITLE
"People You Can Trust in a Changing World"

WARRANTY DEED

VERNA S. HINTON, Survivor Trustee of THE CARLON & VERNA HINTON FAMILY TRUST, dated April 3rd, 1992 grantor(s), of HURRICANE, County of WASHINGTON, State of UT., hereby **CONVEY and WARRANT to**

M. RICHARD HINTON and KATHLEEN HINTON, Husband and Wife as Joint Tenants with full rights of survivorship, grantee(s) of HURRICANE, County of WASHINGTON, State of UT., 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 EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH all improvements and appurtenances thereunto 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 25TH of NOV., A. D. 2009.

Verna S. Hinton
VERNA S. HINTON, Survivor Trustee

NOTARY

STATE OF UTAH)
) ss
County of Washington)

On the 25TH day of NOV., A. D. 2009 personally appeared before me, VERNA S. HINTON, Survivor Trustee of THE CARLON & VERNA HINTON FAMILY TRUST, dated April 3rd, 1992 the signer(s) of the within instrument, who duly acknowledge to me that she executed the same.

M. TODD SPRIGGS
NOTARY PUBLIC • STATE of UTAH
1240 EAST 100 SOUTH SUITE 1
ST GEORGE, UT 84790
COMM. EXP. 10/30/2010

M. TODD SPRIGGS, Notary Public

My Commission Expires: 10/30/10

Notary Public residing at: ST. GEORGE UT.

Unofficial Copy

Unofficial Copy

Attachment to that certain Warranty Deed executed by **VERNA S. HINTON, Survivor Trustee of THE CARLON & VERNA HINTON FAMILY TRUST, dated April 3rd, 1992** grantor(s), to **M. RICHARD HINTON and KATHLEEN HINTON, Husband and Wife as Joint Tenants with full rights of survivorship** grantee(s).

Order No.
Tax I.D. No. H-3-1-33-3114, H-3-1-33-4221, H-3-1-33-3141

EXHIBIT "A"

Beginning 497 feet South and 2392 feet East of the West ¼ corner of Section 33, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 497 feet; thence West 15.39 rods; thence South 497 feet; thence East 15.39 rods, more or less, to the point of beginning, containing 3.11 acres, more or less.

H-3-1-33-3114

Beginning 2392 feet East of the West ¼ corner of Section 33, Township 41 South, Range 13 West, Salt Lake Base and Meridian., and running thence East 15 rods; thence North 48 rods; thence West 30.39 rods; thence South 48 rods; thence East 15.39 rods, more or less, to the point of beginning, containing 9 acres, more or less.

H-3-1-33-4221

Beginning at a point 529 feet South and 501.5 feet West of the Southeast Corner of the Northwest Quarter(NW¼)of Section Thirty three (33), Township 41 South, Range 13 West, Salt Lake Base and Meridian, Utah, and running thence North 24' West 1290 feet; thence South 43°43' West 685 feet; thence South 45°28'West 413 feet; thence South 21°09' East 351.4 feet; thence South 60' West 325 feet, more or less, to the North boundary line of State Highway U-17; thence South 89°32' East, along the said North boundary of said highway, a distance of 525 feet, more or less, to the point of beginning, and containing 13.55 acres of land, be the same more or less.

H-3-1-33-3141

***

Initials V

PLANNING & ZONING
HURRICANE CITY
UTAH

Stephen Nelson, Planning Director
Fred Resch, Assistant Planner/Code Enforcement
Brienna Spencer, Planning Technician

June 13, 2022

UPDATED

Dear property owner,

The Hurricane City Planning Commission will hold a Public Hearing during its regular meeting on July 14, 2022 commencing at 6 p.m. to take comments on a zone change amendment request located at approx.. 88 N 1690 W from R1-10, residential one unit per 10,000 square feet, and HC, highway commercial, to add 0.127 acres to the existing highway commercial area and the rest as R1-8 with a PDO, residential one unit per 8,000 square feet with a Planned Development Overlay. Parcel numbers H-3-1-33-3141 and H-3-1-33-4221. A map showing the location of the zone change has been included in this mailing.

If you would like to make comments, please plan to attend the meeting, or provide written comments for the Planning Commission's consideration by 3 p.m. the day of the meeting.

If you are a property owner within the zone change area, you may access the City's land use code providing information on the specific zone to be applied to your property via the city's website, cityofhurricane.com, under the Planning and Zoning link. The land use code is Title 10 the zone included in this zone change request is located in Chapter 15 and Chapter 13 and Chapter 23. The purpose statement for each zone may be found in Chapter 11.

If you are a property owner within the zone change area you may, no later than 10 days after the day of the first public hearing, file a written object to the inclusion of your property in the proposed zoning map amendment. Send any such objection to the Planning Department at 147 N. 870 West, Hurricane, UT 84737. A copy of any and all objections will be provided to the City Council for their consideration during the decision-making process for the zone map amendment.

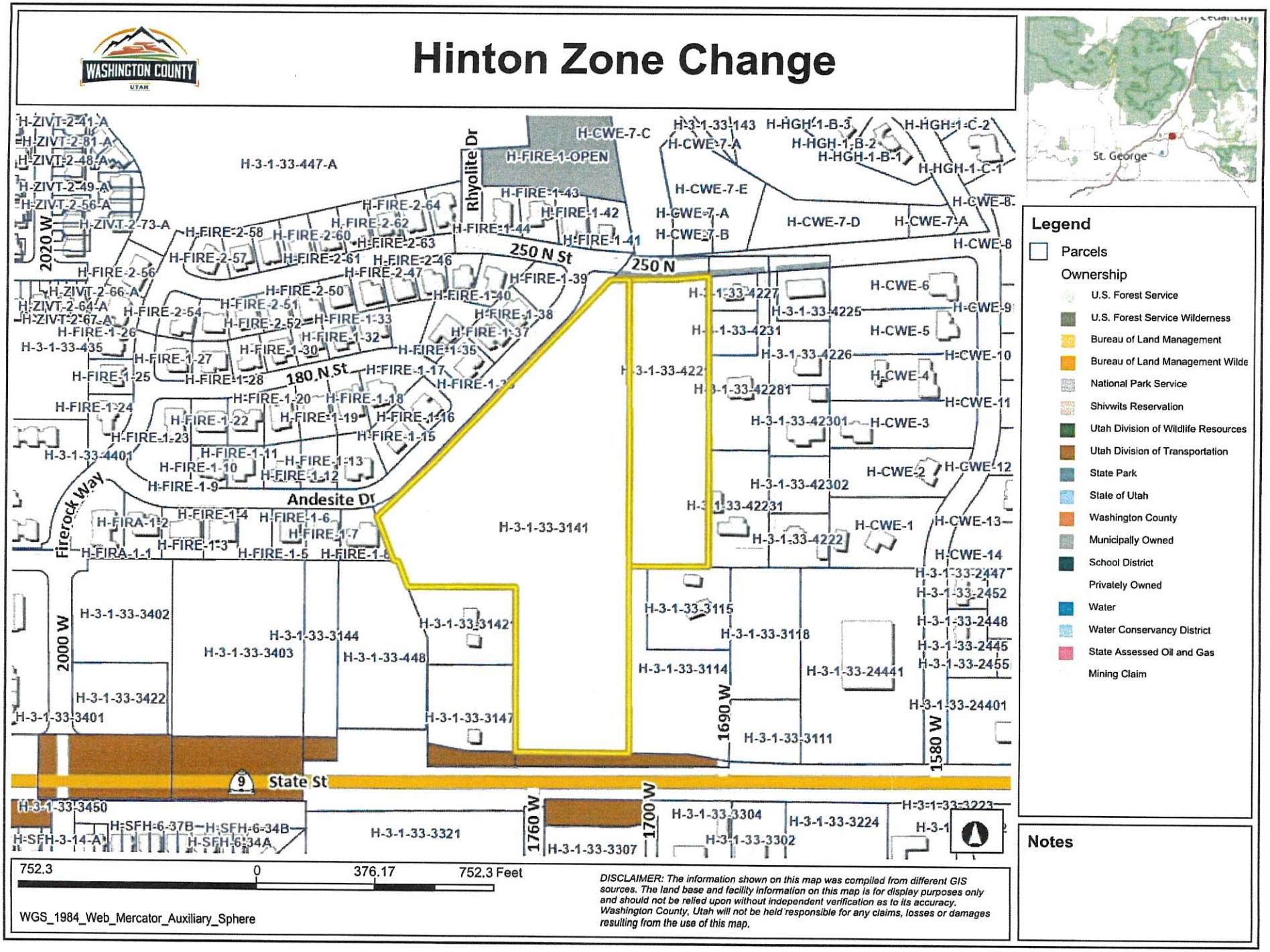
Please contact me at 435-635-2811 X 118 or email publiccomment@cityofhurricane.com if you have any questions or concerns.

Sincerely,

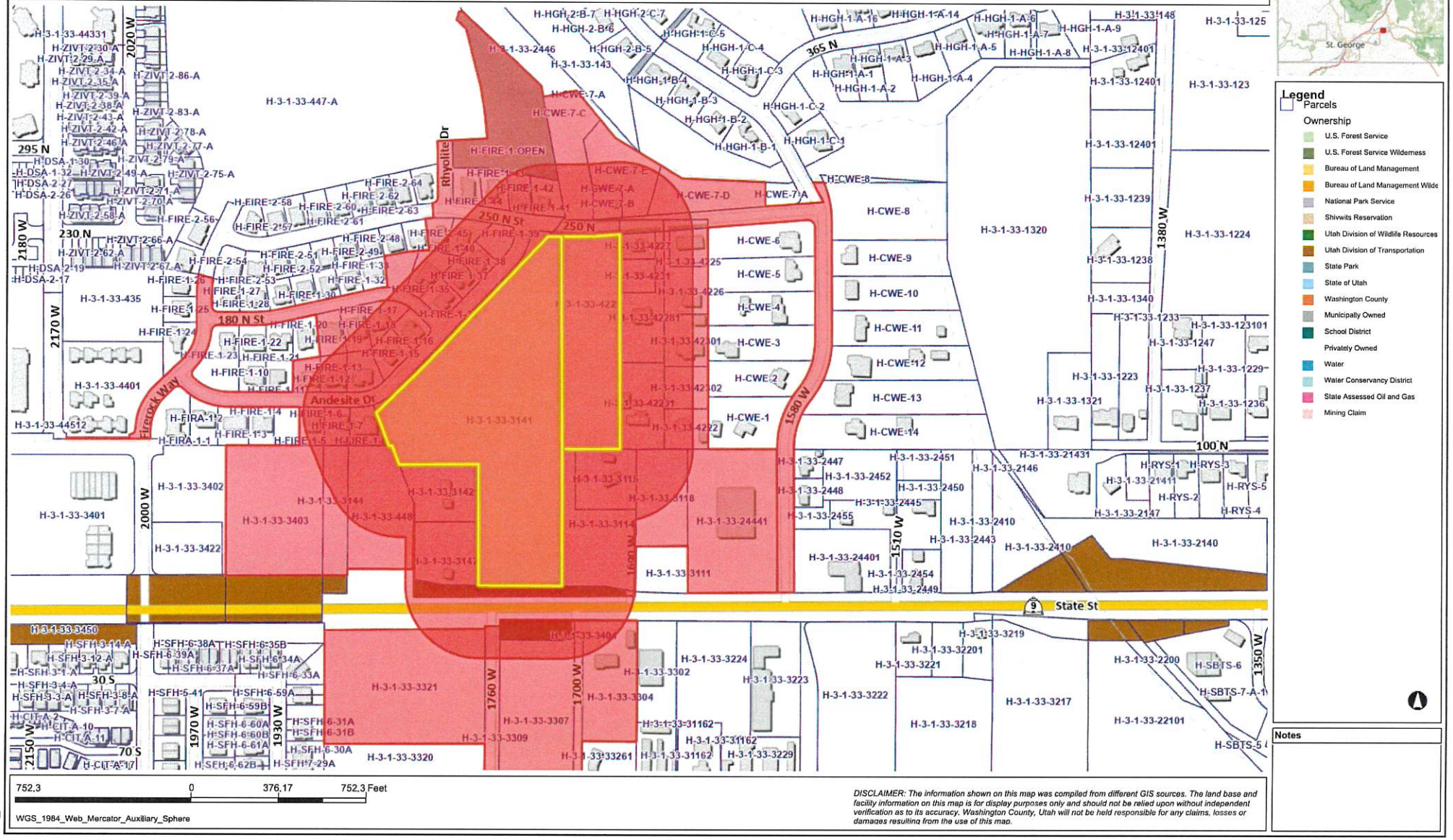
Stephen Nelson

Stephen Nelson, Planning Director

Hinton Zone Change



Mailing List



Legend

- Parcels

Ownership

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

Notes

752.3 0 376.17 752.3 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.

SR-9 RETAIL DEVELOPMENT LLC
H-3-1-33-3144
1086 S MAIN PLAZA STE 201
SAINT GEORGE, UT 84770

SR-9 RETAIL DEVELOPMENT LLC
H-3-1-33-448
1086 S MAIN PLAZA STE 201
SAINT GEORGE, UT 84770

CHARLESWORTH REGGIE & SUSAN
H-FIRE-1-12
1898 W ANDESITE DR
HURRICANE, UT 84737

SANDERSON BRIAN M
H-3-1-33-42301
146 N 1690 W
HURRICANE, UT 84737

HURRICANE CITY
H-FIRE-1-OPEN
147 N 870 W
HURRICANE, UT 84737

LEAVITT JESSE ERIC & DANIELLE WESTWOOD
H-3-1-33-3404
1430 W 400 S
HURRICANE, UT 84737

HURRICANE CITY
H-3-1-33-3309
147 N 870 W
HURRICANE, UT 84737-1671

HUGHES SCOTT T
H-3-1-33-4225
1651 W 250 N
HURRICANE, UT 84737

PETTY NEIL C TR
H-FIRE-1-37
1790 W ANDESITE DR
HURRICANE, UT 84737

HINTON HOLDINGS LLC
H-3-1-33-3114
678 W STATE ST
HURRICANE, UT 84737

RANDY T SIMONSEN LTD
H-3-1-33-3118
3535 SUGAR LEO RD
SAINT GEORGE, UT 84790

BLACKMORE ROSALEE B TR
H-3-1-33-42281
193 N 1690 W
HURRICANE, UT 84737

SNOW ROBERT GARDNER
H-3-1-33-4227
1665 W 250 N
HURRICANE, UT 84737-3402

PORTER ROCKWELL EXECUTIVE SUITES LLC
H-3-1-33-31421
2525 W 1050 N
HURRICANE, UT 84737

LANDAVERDE LEA RAQUEL & DIONICIO
H-CWE-7-E
1972 LAVA FLOW DR
SAINT GEORGE, UT 84770

PORTER ROCKWELL EXECUTIVE SUITES LLC
H-3-1-33-3147
2525 W 1050 N
HURRICANE, UT 84737

HINTON HOLDINGS LLC
H-3-1-33-4221
678 W STATE ST
HURRICANE, UT 84737

CARRILLO VICTOR LORENZO JR
H-FIRE-1-44
1330 W 91ST ST
LOS ANGELES, CA 90044

LANDAVERDE LEA RAQUEL & DIONICIO
H-CWE-7-C
1972 LAVA FLOW DR
SAINT GEORGE, UT 84770

LE QUESNE JOHN S TR
H-FIRE-1-13
1884 W ANDESITE DR
HURRICANE, UT 84737

Richard N Reese Fam. LLC
Po Box 708490
Sandy UT 84070

JV&RJ CO LLC, ET AL
H-3-1-33-24441
8850 N REDDEN RD
PARK CITY, UT 84098

ANDERSON CURTIS W & MICHELE H
H-FIRE-1-38
1774 W ANDESITE DR
HURRICANE, UT 84737

SEELY JADEN & KAYDEE
H-FIRE-1-41
1476 S 325 W
HURRICANE, UT 84737

TIPPY MARC D & BRENDA LEE BURNS TRS
H-FIRE-1-43
1766 W 250 N
HURRICANE, UT 84737

SCOTT STEPHANI E & CHRISTOPHER A
H-FIRE-1-19
1893 W 180 N
HURRICANE, UT 84737

A&B HURRICANE HOTELS LLC
H-3-1-33-3307
151 N KRAEMER BLVD STE 120
PLACENTIA, CA 92870

SOLIS-HUIZAR JUAN, ET AL
H-FIRE-1-17
1853 W 180 N
HURRICANE, UT 84737

BLAD J ANDREW & DANNA G
H-3-1-33-3304
1691 W STATE ST
HURRICANE, UT 84737-2089

JACI PROPERTIES LLC
H-FIRE-1-34
2785 S 3930 W
HURRICANE, UT 84737

RED ROCK HOSPITALITY LLC
H-3-1-33-3321
99 W SOUTH TEMPLE UNIT 1702
SALT LAKE CITY, UT 84101

STUBBS DALE A & KAREN L
H-FIRE-1-18
PO BOX 9444
MOSCOW, ID 83843

HARVEY CLARK F
H-FIRE-1-16
1530 E SCENIC SUNRISE DR
WASHINGTON, UT 84780

HOELSCHER STEVE
H-FIRE-1-42
1740 W 250 N
HURRICANE, UT 84737

CAHOON GARY G
H-FIRE-1-6
1895 W ANDESITE DR
HURRICANE, UT 84737

ROBISON DAVID & TERRI
H-FIRE-1-40
1791 W 250 N
HURRICANE, UT 84737

SANDERSON BRIAN M
H-3-1-33-42302
146 N 1690 W
HURRICANE, UT 84737

HINTON HOLDINGS LLC
H-3-1-33-3141
678 W STATE ST
HURRICANE, UT 84737

RYERSON TERRY P TR
H-3-1-33-4226
PO BOX 910363
SAINT GEORGE, UT 84791

STAVEREN JUSTIN VAN, ET AL
H-FIRE-1-14
1866 W ANDESITE DR
HURRICANE, UT 84737

REES AMBER & TERRY
H-CWE-7-A
330 S 400 W
HURRICANE, UT 84737

BARKER NATHAN, ET AL
H-FIRE-1-7
1881 W ANDESITE DR
HURRICANE, UT 84737

HUNT CODY, ET AL
H-FIRE-2-45
1811 W 250 N
HURRICANE, UT 84737

FULLER DARRYL & MELANIE
H-FIRE-1-8
1867 W ANDESITE DR
HURRICANE, UT 84737

JACI PROPERTIES LLC
H-FIRE-1-39
2785 S 3930 W
HURRICANE, UT 84737

HUGHES THOMAS E & PATTI LU G TRS
H-3-1-33-4222
116 N 1690 W
HURRICANE, UT 84737

SR-9 RETAIL DEVELOPMENT LLC
H-3-1-33-3403
1086 S MAIN PLAZA STE 201
SAINT GEORGE, UT 84770

TONAPETYAN ALANA
H-FIRE-1-15
22455 NEEDLES CT
CHATSWORTH, CA 91311

ASH CREEK SPECIAL SERVICE DIST
H-CWE-7-B
1350 SAND HOLLOW RD
HURRICANE, UT 84737-7788

REES TERRY & AMBER
H-CWE-7-D
330 S 400 W
HURRICANE, UT 84737

STEWART JANE E
H-3-1-33-3115
90 N 1690 W
HURRICANE, UT 84737-2068

MENESES RAFAEL E NOVOA, ET AL
H-FIRE-1-36
1806 W ANDESITE DR
HURRICANE, UT 84737

HARDY LEONARD W SR & RONDA S
H-3-1-33-42231
125 N 1690 W
HURRICANE, UT 84737

Patty Neil GTR
1790 W Andesite Dr
Hurricane Ut 84737

ANDERSEN GARY & MARIN
H-FIRE-1-35
1838 W 180 N
HURRICANE, UT 84737

BLACKMORE ROSALEE B TR
H-3-1-33-4231
193 N 1690 W
HURRICANE, UT 84737

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-25
Receipt No. 8159261

Name: Hinton Holdings LLC Telephone: _____

Address: 678 W State St. Hurricane, UT Fax No. _____

Email: smalltownauto@yahoo.com Agent Email: Same

Agent (If Applicable): Richard & Kathleen Hinton Telephone: 435-680-2501

Address/Location of Subject Property: Approx 88 N 1690 W

Tax ID of Subject Property: H-3-1-33-3144, H-3-1-33-3141, H-3-1-33-4221 Zone District: R1-10 + HC (R1-10 to change to R1-8)

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

_____

This application shall be accompanied by the following:

✓ 1. A vicinity map showing the general location of the project.

✓ 2. Three (3) copies of a site plan showing:
- ✓ Topography showing 2' contours, identification of 30% or greater slopes:
- ✓ The layout of proposed uses.
- ✓ Location of open space when applicable.
- ✓ Proposed access to the property and traffic circulation patterns.
- ✓ Adjoining properties and uses:
- ✓ Proposed reservations for parks, playgrounds, school, and any other public facility sites, if any.

✓ 3. Preliminary utility plan, including water, sewer, and storm drainage plans, and including access points to utilities.

✓ 4. Tables showing the number of acres in the proposed development and a land use summary; and

✓ 5. A phased development plan if applicable.

✓ 6. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property ✓

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

(Office Use Only)

Date Received: _____ Received by: _____

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

PRELIMINARY SITE PLAN

PURPOSE

The site plan review process is established to encourage adequate advanced planning and assure a good quality environment for the City. Such procedure is intended to provide for orderly, harmonious, safe, and functionally efficient development consistent with priorities, values, and guidelines stated in the various elements of the Hurricane City General Plan, and the Land Use Ordinance, and to protect the general welfare of the community.

WHEN REQUIRED

The preliminary site plan review is only required on the following projects when the Zoning Administrator determines the scope of the project requires both the preliminary site plan and site plan approval.

a. Any multiple-family residential use.
b. Any public or civic use.
c. Any commercial use; or
d. Any industrial use.

The preliminary site plan is also required with a submittal of zone changes to Planned Development Overlay, or changes to an approved Planned Development Overlay.

A preliminary site plan is not intended to permit actual development of property pursuant to such plan but is prepared merely to represent how the property could be developed. Submittal, review, and approval of an application for a preliminary site plan shall not create any vested rights to development.

Upon approval of a preliminary site plan, the applicant may prepare and submit the greater level of detail required for a site plan review application, which is required before construction may commence.

PROCESS

The preliminary site plan is submitted to the Planning and Building Department approximately 1 week and 1 day by no later than 12:00 p.m. prior to a regularly scheduled Planning Commission meeting. During this time prior to the meeting, staff will review the plan, and prepare a report and recommendation for the Planning Commission. The Planning Commission at the public meeting will review the application and staff's report, and approve, approve with conditions, or deny the preliminary site plan.

APPEALS

Since there are no vested rights with the approval of a preliminary site plan, the matter is generally not appealed. However, if an appeal is made, it would be filed with the Clerk of the Board of Adjustment located in the Planning and Building Department and heard by the Board of Adjustment. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

12-3.

DOC # 20090045707
Warranty Deed Page 1 of 2
Russell Shirts Washington County Recorder
12/03/2009 10:24:37 AM Fee $ 14.00
By SOUTHERN UTAH TITLE CO

WHEN RECORDED MAIL DEED AND TAX NOTICE TO:
M. RICHARD HINTON
233 S. 800 W.
HURRICANE UT. 84737
Tax I.D. No. H-3-1-33-3114, H-3-1-33-4221, H-3-1-33-3141

Space Above This Line for Recorder's Use

SOUTHERN UTAH TITLE
"People You Can Trust in a Changing World"

WARRANTY DEED

VERNA S. HINTON, Survivor Trustee of THE CARLON & VERNA HINTON FAMILY TRUST, dated April 3rd, 1992 grantor(s), of HURRICANE, County of WASHINGTON, State of UT., hereby **CONVEY and WARRANT to**

M. RICHARD HINTON and KATHLEEN HINTON, Husband and Wife as Joint Tenants with full rights of survivorship, grantee(s) of HURRICANE, County of WASHINGTON, State of UT., 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 EXHIBIT "A" ATTACHED HERETO

TOGETHER WITH all improvements and appurtenances thereunto 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 25TH of NOV., A. D. 2009.

Verna S. Hinton

VERNA S. HINTON, Survivor Trustee

NOTARY

STATE OF UTAH)
) ss
County of Washington)

On the 25TH day of NOV., A. D. 2009 personally appeared before me, VERNA S. HINTON, Survivor Trustee of THE CARLON & VERNA HINTON FAMILY TRUST, dated April 3rd, 1992 the signer(s) of the within instrument, who duly acknowledge to me that she executed the same.

M. TODD SPRIGGS
NOTARY PUBLIC • STATE of UTAH
1240 EAST 100 SOUTH SUITE 1
ST GEORGE, UT 84790
COMM. EXP. 10/30/2010

M. TODD SPRIGGS, Notary Public

My Commission Expires: 10/30/10

Notary Public residing at: ST. GEORGE UT.

Unofficial Copy

Attachment to that certain Warranty Deed executed by **VERNA S. HINTON, Survivor Trustee of THE CARLON & VERNA HINTON FAMILY TRUST, dated April 3rd, 1992** grantor(s), to **M. RICHARD HINTON and KATHLEEN HINTON, Husband and Wife as Joint Tenants with full rights of survivorship** grantee(s).

Order No.
Tax I.D. No. H-3-1-33-3114, H-3-1-33-4221, H-3-1-33-3141

EXHIBIT "A"

H-3-1-33-3114

Beginning 497 feet South and 2392 feet East of the West ¼ corner of Section 33, Township 41 South, Range 13 West, Salt Lake Base and Meridian., and running thence North 497 feet; thence West 15.39 rods; thence South 497 feet; thence East 15.39 rods, more or less, to the point of beginning, containing 3.11 acres, more or less.

H-3-1-33-4221

Beginning 2392 feet East of the West ¼ corner of Section 33, Township 41 South, Range 13 West, Salt Lake Base and Meridian., and running thence East 15 rods; thence North 48 rods; thence West 30.39 rods; thence South 48 rods; thence East 15.39 rods, more or less, to the point of beginning, containing 9 acres, more or less.

H-3-1-33-3141

Beginning at a point 529 feet South and 501.5 feet West of the Southeast Corner of the Northwest Quarter(NW¼)of Section Thirty three (33), Township 41 South, Range 13 West, Salt Lake Base and Meridian, Utah, and running thence North 24' West 1290 feet; thence South 43°43' West 685 feet; thence South 45°28'West 413 feet; thence South 21°09' East 351.4 feet; thence South 39' West 325 feet, more or less, to the North boundary line of State Highway U-17; thence South 89°32' East, along the said North boundary of said highway, a distance of 525 feet, more or less, to the point of beginning, and containing 13.55 acres of land, be the same more or less.

***

Initials U. H.

Unofficial Copy

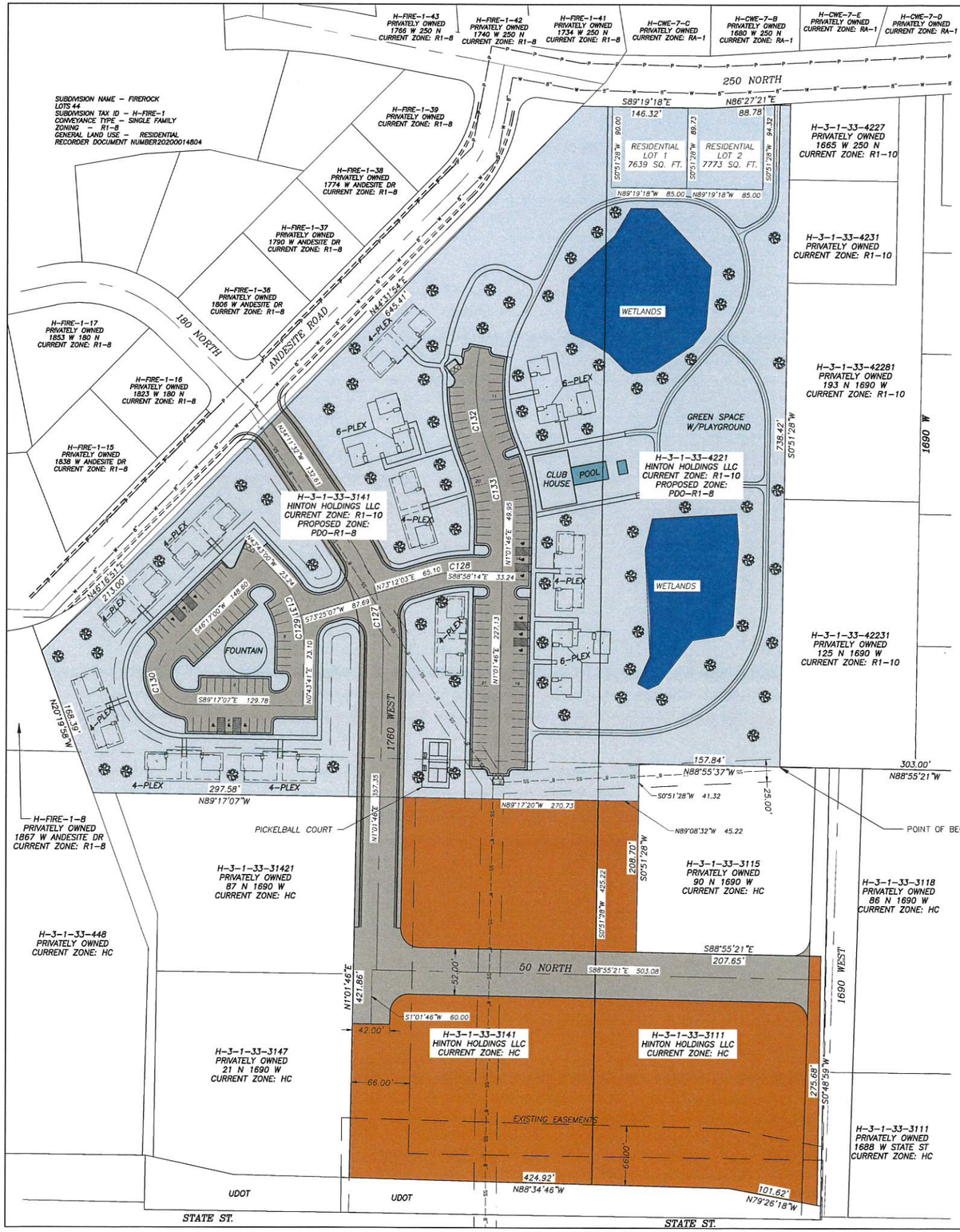
CARLON ACRES

The purpose for the change to our site plan is the following:

- There are two wetlands located on the site that are 0.35 acres and 0.48 acres in size that the owners are proposing to keep in open space and use for storm drainage retention areas.
- The plan is to zone change 10.24 acres in these wetland areas to R1-8 PD zone that will need to have 56 units of combined single family and multi-family residential with a club house, pool, trails, pickleball courts, and open space to give a twenty percent density bonus for the project.
- Our theme for this project will be: "Carlon Acres is a single and multi-family community with an enhanced outdoor experience that will feature preserved wetlands, open space with playground, trails, club house, pool, pickle ball courts, and amenities in a central part of Hurricane City."

ZONE CHANGE MAP FOR:
CARLON ACRES

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH



NARRATIVE

THE ZONE CHANGE IS INTENDED FOR PARCEL H-3-1-33-3141 AND H-3-1-33-4221 CURRENTLY ZONED R1-10 TO A PLANNED DEVELOPMENT OVERLAY ZONE ON AN R1-8 ZONE.

SITE DATA:

TOTAL AREA	14.57 ACRES
AREA (R1-8 PDO)	10.24 ACRES
AREA (HC-HIGHWAY COMMERCIAL)	4.38 ACRES
WETLANDS AREA	0.82 ACRES
TOTAL PARKING	134 STALLS
PROPOSED UNITS	56

LEGAL DESCRIPTION

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N88°55'21"W 303.00 FEET TO THE POINT OF BEGINNING.
THENCE N88°55'37"W 157.84 FEET; THENCE S00°51'28"W 41.32 FEET; THENCE N89°08'32"W 45.22 FEET; THENCE N89°17'20"W 270.73 FEET; THENCE N89°17'07"W 297.58 FEET; THENCE N20°20'12"W 168.34 FEET; THENCE N44°57'46"E 858.36 FEET; THENCE S89°19'18"E 146.32 FEET; THENCE N86°27'21"E 88.78 FEET; THENCE S00°51'28"W 738.42 FEET; TO THE POINT OF BEGINNING. AREA CONTAINS 447901 SQUARE FEET OR 10.282 ACRES.

CARLON ACRES THEME:

"CARLON ACRES IS A SINGLE AND MULTI-FAMILY COMMUNITY WITH AN ENHANCED OUTDOOR EXPERIENCE THAT WILL FEATURE PRESERVED WETLANDS, OPEN SPACE WITH PLAYGROUND, TRAILS, CLUB HOUSE, POOL, PICKLE BALL COURTS, AND AMENITIES IN A CENTRAL PART OF HURRICANE CITY."

OWNERS:

HINTON HOLDINGS LLC

678 W STATE ST
HURRICANE, UT 84737

N

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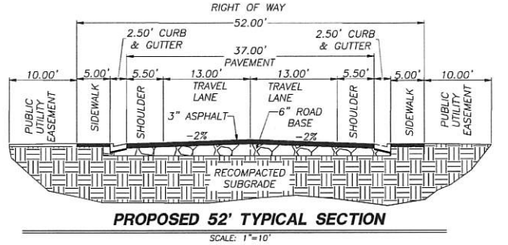
60 0 60

SCALE IN FEET

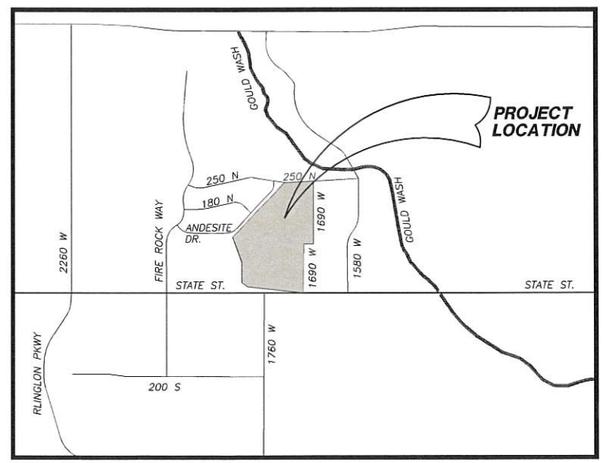
LEGEND

- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERTY LINE
- PROPOSED POWER
- PROPOSED WATER
- EXISTING SEWER
- SEWER EASEMENT
- EXISTING R1-10 ZONE PROPOSED TO BECOME PDO-R1-8 ZONE
- HC ZONE HIGHWAY COMMERCIAL TO REMAIN
- WETLANDS



PROPOSED 52' TYPICAL SECTION

SCALE: 1"=10'



VICINITY MAP

N.T.S.

NO	REVISIONS	DATE	BY
	DESCRIPTION		

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PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
747 South 850 West, Suite I
Hurricane, Utah 84737
Phone: (435) 668-8367

ZONE CHANGE MAP
699-001 CARLON ACRES
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M, WASHINGTON COUNTY, UTAH

DATE: 9/7/2022
SCALE: 1"=60'

JOB NO.
699-001

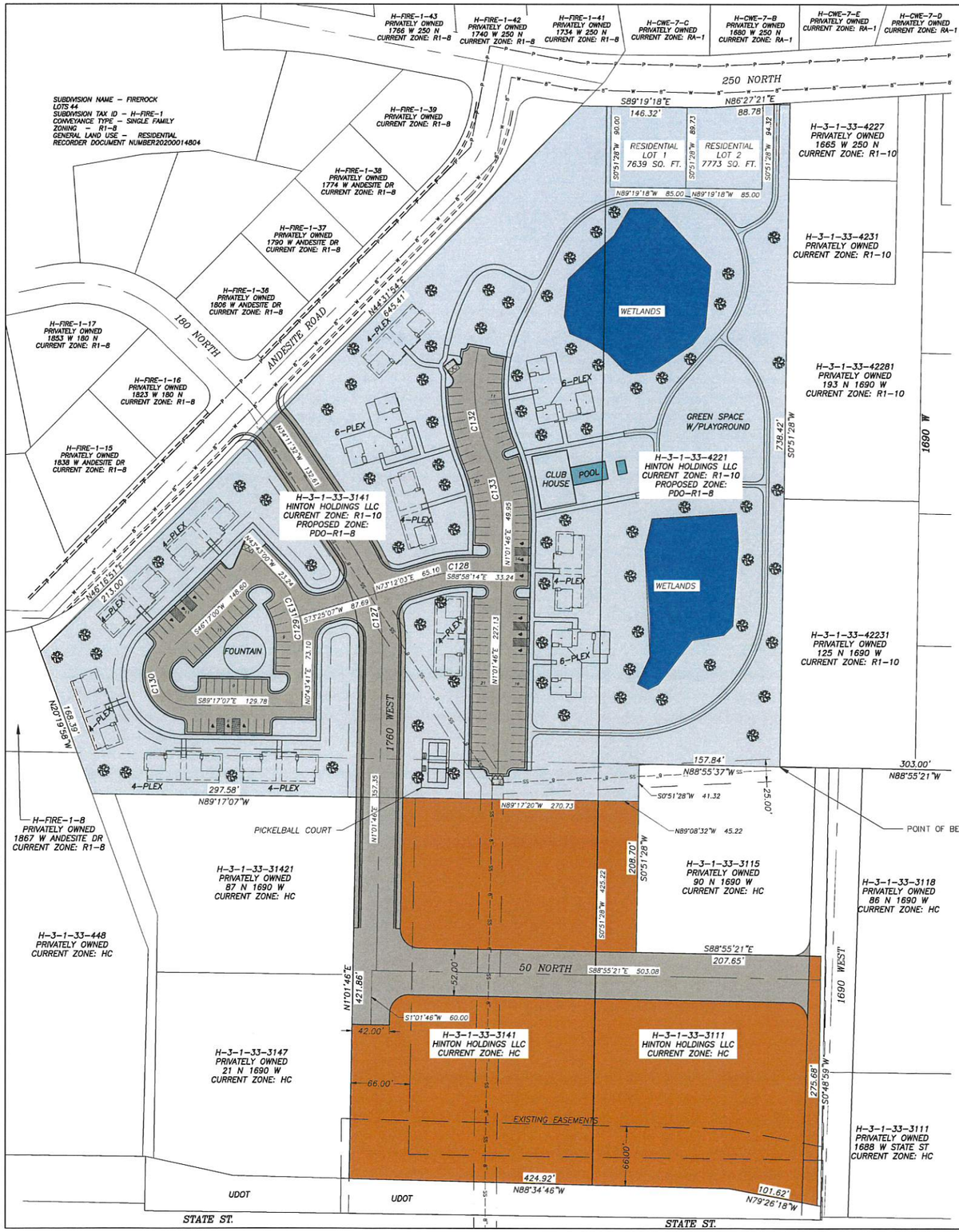
SHEET NO:
1

699-001

Submitted 9/7/22

ZONE CHANGE MAP FOR:
CARLON ACRES

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH



NARRATIVE

THE ZONE CHANGE IS INTENDED FOR PARCEL H-3-1-33-3141 AND H-3-1-33-4221 CURRENTLY ZONED R1-10 TO A PLANNED DEVELOPMENT OVERLAY ZONE ON AN R1-8 ZONE.

SITE DATA:

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AREA (R1-8 PDO)	10.24 ACRES
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WETLANDS AREA	0.82 ACRES
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PROPOSED UNITS	56

LEGAL DESCRIPTION

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CARLON ACRES THEME:

"CARLON ACRES IS A SINGLE AND MULTI-FAMILY COMMUNITY WITH AN ENHANCED OUTDOOR EXPERIENCE THAT WILL FEATURE PRESERVED WETLANDS, OPEN SPACE WITH PLAYGROUND, TRAILS, CLUB HOUSE, POOL, PICKLE BALL COURTS, AND AMENITIES IN A CENTRAL PART OF HURRICANE CITY."

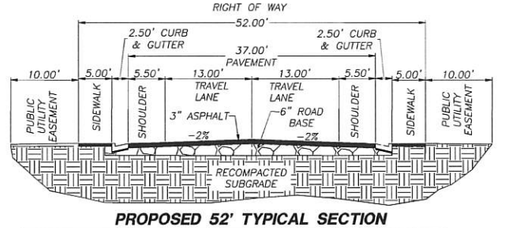
OWNERS:

HINTON HOLDINGS LLC

678 W STATE ST
HURRICANE, UT 84737

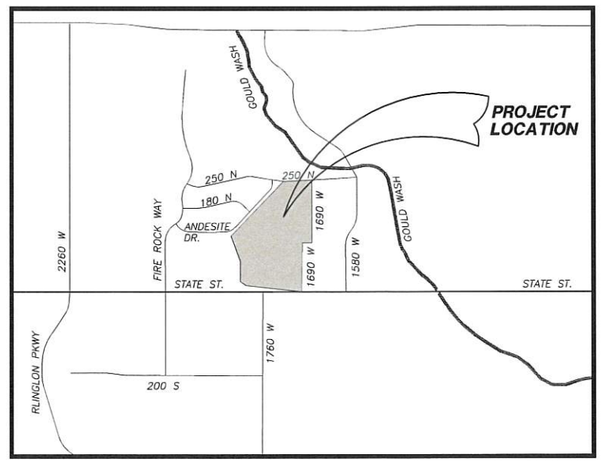
LEGEND

- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERY LINE
- PROPOSED POWER
- PROPOSED WATER
- EXISTING SEWER
- SEWER EASEMENT
- EXISTING R1-10 ZONE PROPOSED TO BECOME PDO-R1-8 ZONE
- HC ZONE HIGHWAY COMMERCIAL TO REMAIN
- WETLANDS



PROPOSED 52' TYPICAL SECTION

SCALE: 1"=10'



VICINITY MAP

N.T.S.

COPYRIGHT © 2021 PROVALUE ENGINEERING, INC.

NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers · Land Surveyors · Land Planners
Address: 1555 S. Stucki Blvd. Suite 340
Hurricane City, Utah 84737
Phone: (435) 668-8327

ZONE CHANGE MAP
699-001 CARLON ACRES
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M., WASHINGTON COUNTY, UTAH

DATE: 9/1/2022
SCALE: 1"=60'

JOB NO.
699-001

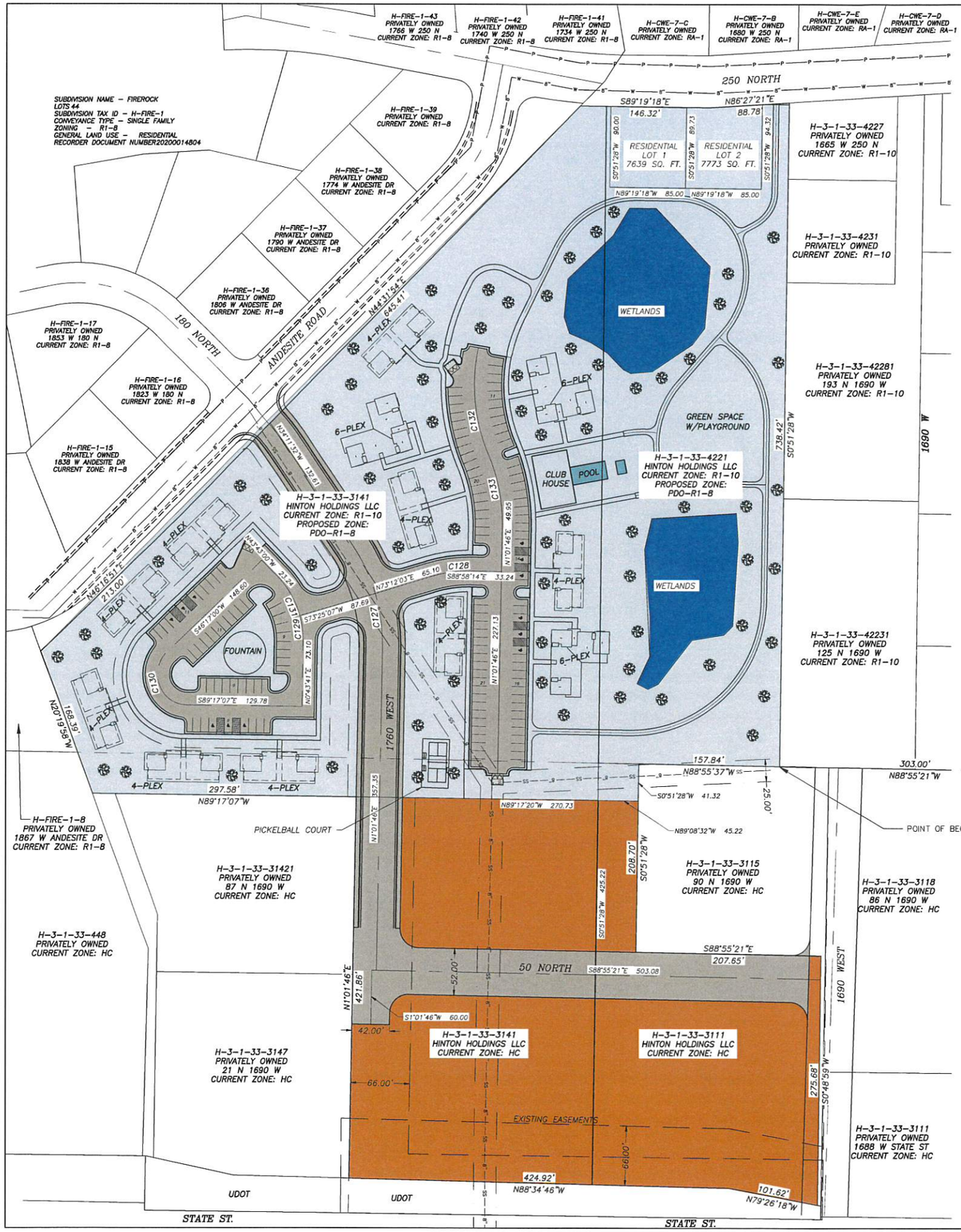
SHEET NO:
1

699-001

submitted 9/1/22

ZONE CHANGE MAP FOR:
CARLON ACRES

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH



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OWNERS:

HINTON HOLDINGS LLC

678 W STATE ST
HURRICANE, UT 84737

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SCALE IN FEET

LEGEND

- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERY LINE
- PROPOSED POWER
- PROPOSED WATER
- EXISTING SEWER
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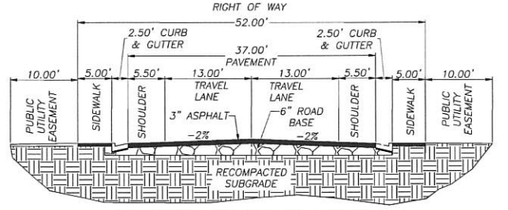
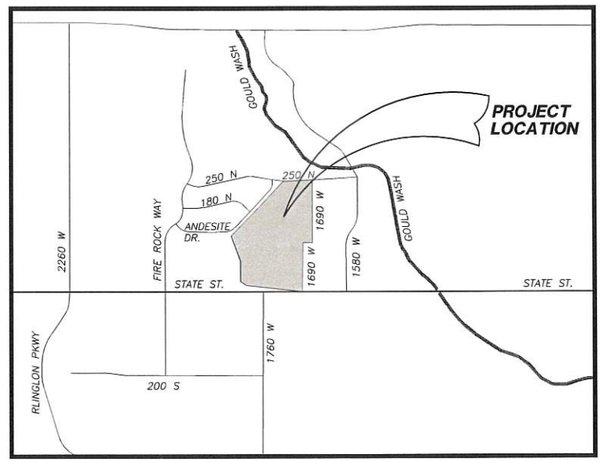
- EXISTING R1-10 ZONE PROPOSED TO BECOME PDO-R1-8 ZONE
- HC ZONE HIGHWAY COMMERCIAL TO REMAIN
- WETLANDS



PROPOSED 52' TYPICAL SECTION
SCALE: 1"=10'



VICINITY MAP
N.T.S.

NO	DESCRIPTION	DATE	BY
	REVISIONS		

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PROVALUE ENGINEERING, INC.
Engineers · Land Surveyors · Land Planners
35 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8367

ZONE CHANGE MAP
699-001 CARLON ACRES
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M. WASHINGTON COUNTY, UTAH

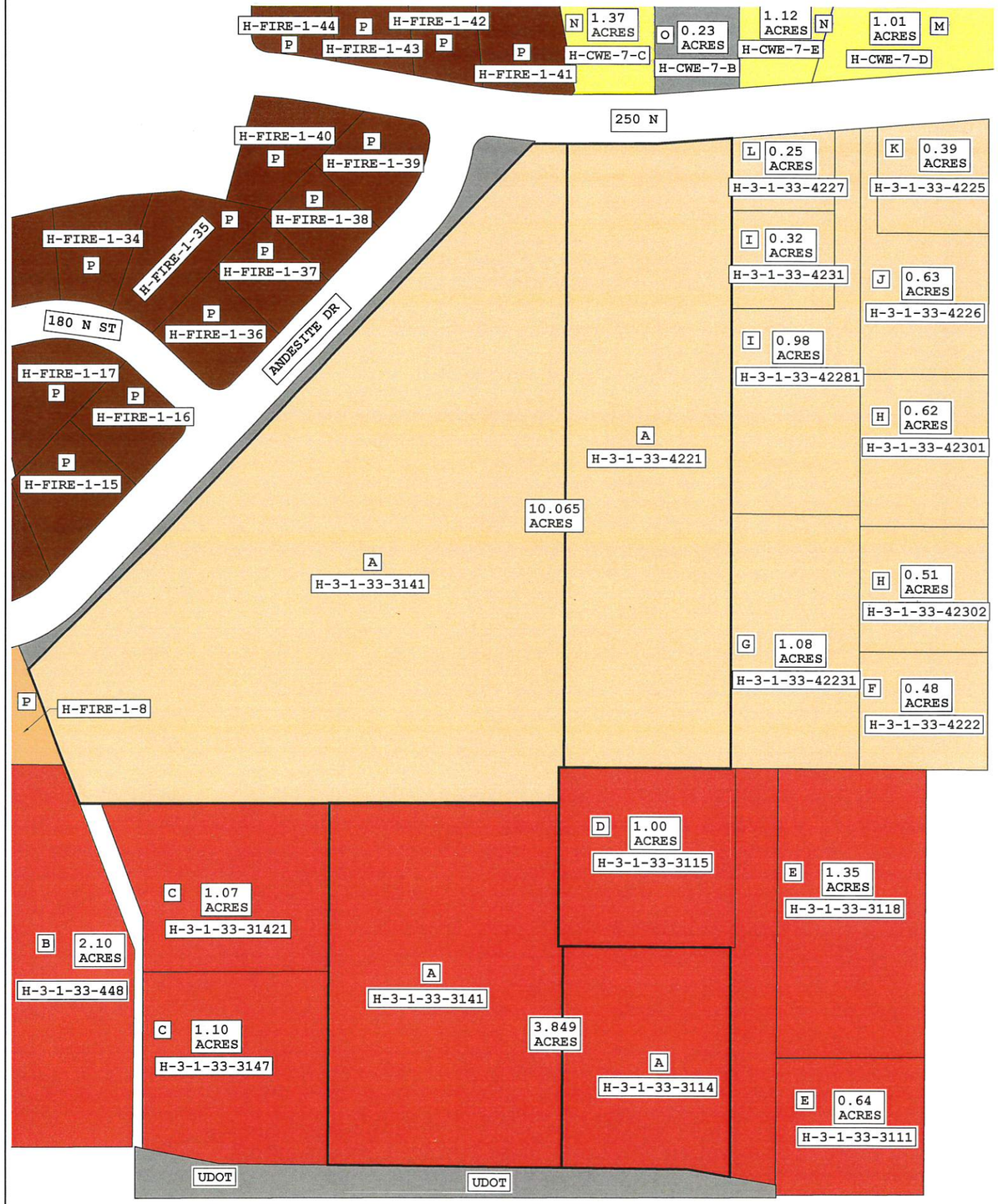
DATE: 9/1/2022
SCALE: 1"=60'

JOB NO.
699-001

SHEET NO:
1

699-001

Submitted 9/7/22



EXISTING ZONE MAP FOR:
RICHARD & KATHLEEN HINTON

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE

N
W E
S
70 0 70
SCALE IN FEET

OWNER:

HINTON HOLDINGS LLC:
678 WEST STATE STREET
HURRICANE, UT 84737

CONTACT:

RICHARD & KATHLEEN HINTON
(435)-680-2501
SMALLTOWNAUTO@YAHOO.COM

LEGAL DESCRIPTION FOR AFFECTED PARCELS:

PROPOSED PLANNED DEVELOPMENT R1-8 ZONE LEGAL DESCRITION:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 303.00 FEET TO THE POINT OF BEGINNING; THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 335.00 FEET; THENCE S00°10'58"E 42.36 FEET; THENCE S89°52'40"W 436.53 FEET; THENCE N21°10'08"W 168.39 FEET; THENCE N45°26'40"E 213.00 FEET; THENCE N43°41'43"E 645.41 FEET; THENCE N89°50'31"E 146.32 FEET; THENCE N85°37'10"E 88.78 FEET; THENCE S00°01'17"W 738.42 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 438,417 SQUARE FEET OR 10.065 ACRES.

PROPOSED HIGHWAY COMMERCIAL LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 506.07 FEET TO THE POINT OF BEGINNING; THENCE S00°01'17"W 41.52 FEET; THENCE S89°52'40"W 131.78 FEET; THENCE N00°10'58"W 42.36 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 33; THENCE S89°45'32"E ALONG SAID LINE 131.93 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 5,530 SQUARE FEET OR 0.127 ACRES.

HIGHWAY COMMERCIAL LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 506.07 FEET, THENCE S00°01'17"W 41.52 FEET TO THE POINT OF BEGINNING; THENCE S00°01'17"W 167.19 FEET; THENCE S89°45'32"E 203.07 FEET; THENCE S00°01'12"W 267.33 FEET; THENCE N80°16'29"W 50.90 FEET; THENCE N89°24'57"W 424.92 FEET; THENCE N00°11'35"E 421.86 FEET; THENCE N89°52'38"E 270.73 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 167,655 SQUARE FEET OR 3.849 ACRES.

OWNERS LEGEND:

- A HINTON HOLDINGS LLC – PARCELS: H-3-1-33-3141, H-3-1-33-4221, H-3-1-33-3114
- B SR-9 DETAIL DEVELOPMENT LLC: PARCELS: H-3-1-33-448
- C PORTER ROCKWELL EXECUTIVE SUITES LLC: PARCELS: H-3-1-33-31421, H-3-1-33-3147
- D JANE E STEWART: PARCELS: H-3-1-33-3115
- E RANDY T SIMONSEN LTD: PARCELS: H-3-1-33-3118, H-3-1-33-3111
- F THOMAS E HUGHES & PATTI LU TRS: PARCELS: H-3-1-33-4222
- H HARDY LEONARD W SR & RONDA S: PARCELS: H-3-1-33-42231
- H BRIAN M SANDERSON: PARCELS: H-3-1-33-42302, H-3-1-33-42301
- I BLACKMORE ROSALEE B TR: PARCELS: H-3-1-33-42281, H-3-1-33-4231
- J RYERSON TERRY P TR: PARCELS: PARCELS: H-3-1-33-4226
- K SCOTT T HUGHES: PARCELS: H-3-1-33-4225
- L SNOW ROBERT GARDNER: PARCELS: H-3-1-33-4227
- M REES TERRY & AMBER: PARCELS: H-CWE-7-D
- N LANDAVERDE LEA RAQUEL & DIONICIO: PARCELS: H-CWE-7-E, H-CWE-7-C
- O ASH CREEK SPECIAL SERVICE DIST: PARCELS: H-CWE-7-B
- P FIREROCK SUBDIVISION: PARCELS: H-FIRE-1-8, H-FIRE-1-15, H-FIRE-1-16, H-FIRE-1-17, H-FIRE-1-34, H-FIRE-1-35, H-FIRE-1-36, H-FIRE-1-37, H-FIRE-1-38, H-FIRE-1-39, H-FIRE-1-40, H-FIRE-1-41, H-FIRE-1-42, H-FIRE-1-43, H-FIRE-1-44

ZONE LEGEND:

- RA-1: RESIDENTIAL AGRICULTURAL – 1 UNIT PER ACRE
- PF: PUBLIC FACILITY
- HC: HIGHWAY COMMERCIAL
- PLANNED DEVELOPMENT W/ R1-8 ZONE
- R1-10: RESIDENTIAL – 1 UNIT PER 10,000 SQ. FT.
- PROPOSED HIGHWAY COMMERCIAL (HC)
- EXISTING R1-8 ZONE

Know what's below. Call 811 before you dig.
811 BLUE STAKES OF UTAH

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

699-001

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NO	DESCRIPTION	DATE	BY
REV19/CN6			

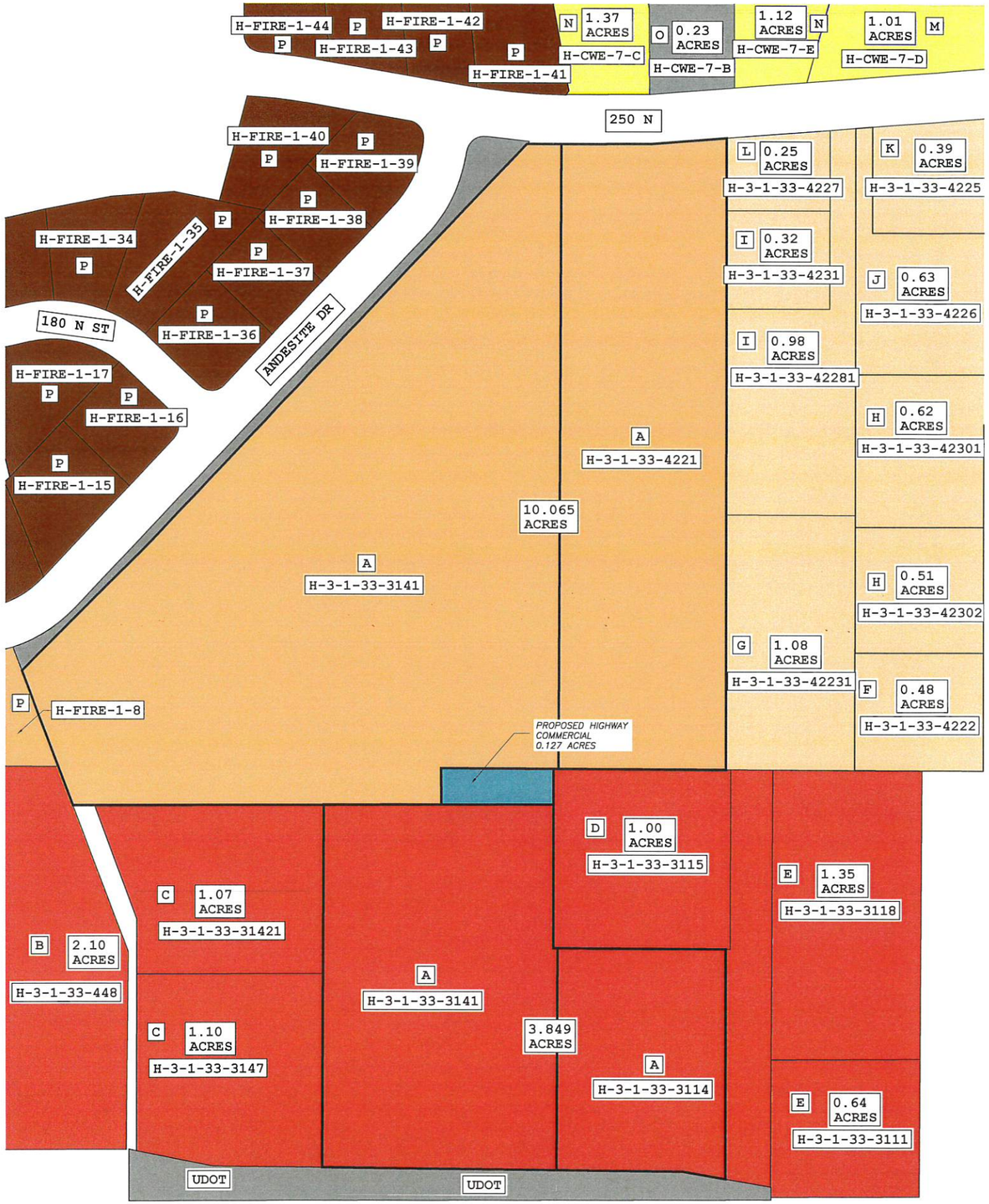
PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
32 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

EXISTING ZONE MAP FOR:
RICHARD & KATHLEEN HINTON
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 06/08/2022
SCALE: 1"=70'

JOB NO.
699-001

SHEET NO.
1 OF 2



PROPOSED ZONE MAP FOR:
RICHARD & KATHLEEN HINTON

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE

N
W E
S
70 0 70
SCALE IN FEET

OWNER:

HINTON HOLDINGS LLC:
678 WEST STATE STREET
HURRICANE, UT 84737

CONTACT:

RICHARD & KATHLEEN HINTON
(435)-680-2501
SMALLTOWNAUTO@YAHOO.COM

LEGAL DESCRIPTION FOR AFFECTED PARCELS:

PROPOSED PLANNED DEVELOPMENT R1-8 ZONE LEGAL DESCRITION:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 303.00 FEET TO THE POINT OF BEGINNING; THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 335.00 FEET; THENCE S00°10'58"E 42.36 FEET; THENCE S89°52'40"W 436.53 FEET; THENCE N21°10'08"W 168.39 FEET; THENCE N45°26'40"E 213.00 FEET; THENCE N43°41'43"E 645.41 FEET; THENCE N89°50'31"E 146.32 FEET; THENCE N85°37'10"E 88.78 FEET; THENCE S00°01'17"W 738.42 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 438,417 SQUARE FEET OR 10.065 ACRES.

PROPOSED HIGHWAY COMMERCIAL LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 506.07 FEET TO THE POINT OF BEGINNING; THENCE S00°01'17"W 41.52 FEET; THENCE S89°52'40"W 131.78 FEET; THENCE N00°10'58"W 42.36 FEET TO THE QUARTER SECTION LINE OF SAID SECTION 33; THENCE S89°45'32"E ALONG SAID LINE 131.93 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 5,530 SQUARE FEET OR 0.127 ACRES.

HIGHWAY COMMERCIAL LEGAL DESCRIPTION:
COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN, THENCE N89°45'32"W ALONG THE QUARTER SECTION LINE OF SAID SECTION 33, 506.07 FEET, THENCE S00°01'17"W 41.52 FEET TO THE POINT OF BEGINNING; THENCE S00°01'17"W 167.19 FEET; THENCE S89°45'32"E 203.07 FEET; THENCE S00°01'12"W 267.33 FEET; THENCE N80°16'29"W 50.90 FEET; THENCE N89°24'57"W 424.92 FEET; THENCE N00°11'35"E 421.86 FEET; THENCE N89°52'38"E 270.73 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 167,655 SQUARE FEET OR 3.849 ACRES.

OWNERS LEGEND:

A HINTON HOLDINGS LLC – PARCELS: H-3-1-33-3141, H-3-1-33-4221, H-3-1-33-3114
B SR-9 DETAIL DEVELOPMENT LLC: PARCELS: H-3-1-33-448
C PORTER ROCKWELL EXECUTIVE SUITES LLC: PARCELS: H-3-1-33-31421, H-3-1-33-3147
D JANE E STEWART: PARCELS: H-3-1-33-3115
E RANDY T SIMONSEN LTD: PARCELS: H-3-1-33-3118, H-3-1-33-3111
F THOMAS E HUGHES & PATTI LU TRS: PARCELS: H-3-1-33-4222
H HARDY LEONARD W SR & RONDA S: PARCELS: H-3-1-33-42231
H BRIAN M SANDERSON: PARCELS: H-3-1-33-42302, H-3-1-33-42301
I BLACKMORE ROSALEE B TR: PARCELS: H-3-1-33-42281, H-3-1-33-4231
J RYERSON TERRY P TR: PARCELS: PARCELS: H-3-1-33-4226
K SCOTT T HUGHES: PARCELS: H-3-1-33-4225
L SNOW ROBERT GARDNER: PARCELS: H-3-1-33-4227
M REES TERRY & AMBER: PARCELS: H-CWE-7-D
N LANDAVERDE LEA RAQUEL & DIONICIO: PARCELS: H-CWE-7-E, H-CWE-7-C
O ASH CREEK SPECIAL SERVICE DIST: PARCELS: H-CWE-7-B
P FIREROCK SUBDIVISION: PARCELS: H-FIRE-1-8, H-FIRE-1-15, H-FIRE-1-16, H-FIRE-1-17, H-FIRE-1-34, H-FIRE-1-35, H-FIRE-1-36, H-FIRE-1-37, H-FIRE-1-38, H-FIRE-1-39, H-FIRE-1-40, H-FIRE-1-41, H-FIRE-1-42, H-FIRE-1-43, H-FIRE-1-44

ZONE LEGEND:

- RA-1: RESIDENTIAL AGRICULTURAL – 1 UNIT PER ACRE
- PF: PUBLIC FACILITY
- HC: HIGHWAY COMMERCIAL
- PLANNED DEVELOPMENT W/ R1-8 ZONE
- R1-10: RESIDENTIAL – 1 UNIT PER 10,000 SQ. FT.
- PROPOSED HIGHWAY COMMERCIAL (HC)
- EXISTING R1-8 ZONE

Know what's below. Call 811 before you dig.
BLUE STAKERS OF UTAH

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

699-001

NO	DESCRIPTION	DATE	BY

REVISIONS

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PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
30 South 840 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

PROPOSED ZONE MAP FOR:
RICHARD & KATHLEEN HINTON
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 06/08/2022
SCALE: 1"=70'

JOB NO.
699-001

SHEET NO:
2 OF 2

OWNER:

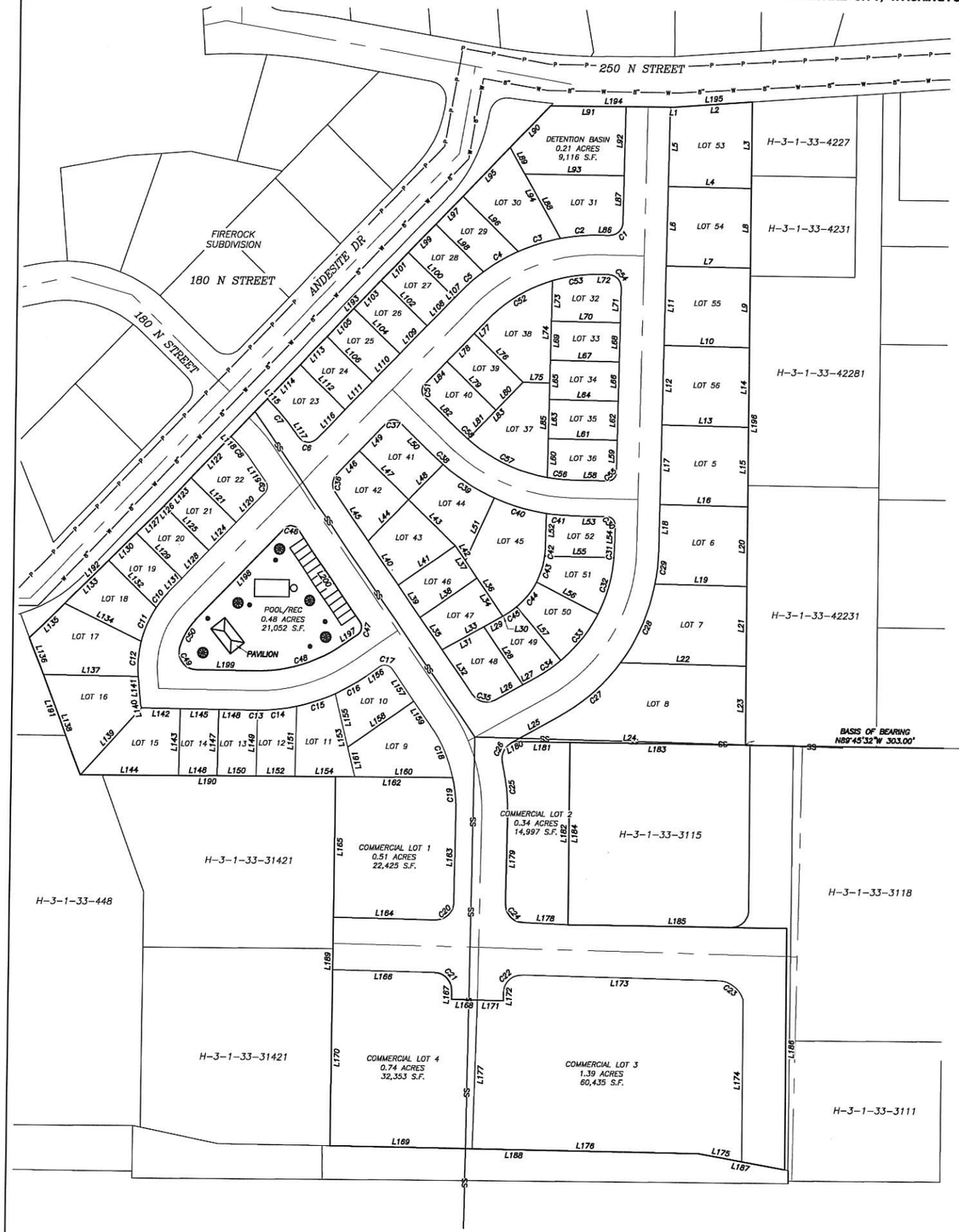
HINTON HOLDINGS LLC
678 WEST STATE STREET
HURRICANE, UT 84737

CONTACT:

RICHARD & KATHLEEN HINTON
(435)-680-2501
SMALLTOWNAUTO@YAHOO.COM

PRELIMINARY SITE PLAN FOR:
RICHARD & KATHLEEN HINTON

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH



PARCELS		
PARCEL	AREA AC.	AREA Sq. Ft.
1	0.51	22425
2	0.34	14997
3	1.39	60435
4	0.74	32353
5	0.21	9200
6	0.21	9357
7	0.26	11125
8	0.41	18029
9	0.16	6788
10	0.10	4557
11	0.12	5096
12	0.08	3469
13	0.08	3411
14	0.08	3439
15	0.14	6168
16	0.18	7748
17	0.17	7554
18	0.11	4802
19	0.08	3392
20	0.08	3321
21	0.08	3303
22	0.10	4561
23	0.10	4225
24	0.08	3336
25	0.08	3343
26	0.08	3349
27	0.08	3356
28	0.08	3399
29	0.09	3748
30	0.15	6499

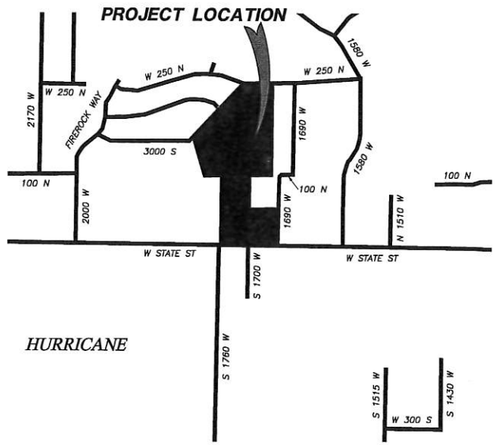
PARCELS		
PARCEL	AREA AC.	AREA Sq. Ft.
31	0.15	6557
32	0.10	4202
33	0.08	3600
34	0.08	3600
35	0.08	3600
36	0.09	3717
37	0.15	6578
38	0.15	6653
39	0.08	3600
40	0.09	3737
41	0.10	4464
42	0.11	4678
43	0.11	4978
44	0.12	5207
45	0.19	8274
46	0.08	3600
47	0.09	3926
48	0.10	4337
49	0.09	3874
50	0.10	4222
51	0.09	3975
52	0.09	3757

N
W E
S
70 0 70
SCALE IN FEET

Know what's below. Call 811 before you dig.
811
BLUE STAKES OF UTAH
NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- WATER LINE
- CONTOUR LINE – MAJOR
- CONTOUR LINE – MINOR
- SEWER LINE
- POWER LINE
- GAS LINE
- SECTION CORNER AS DESCRIBED



VICINITY MAP

SCALE: N.T.S.

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REVISIONS			
NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
249 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8587

PRELIMINARY SITE PLAN FOR:
RICHARD & KATHLEEN HINTON
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE: 6/14/2022
SCALE: 1"=70'

JOB NO.
699-0001

SHEET NO:
1 OF 2

PRELIMINARY SITE PLAN FOR:
RICHARD & KATHLEEN HINTON

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	6.60'	N89°55'24"W
L2	88.78'	S85°37'10"W
L3	99.51'	N0°01'17"E
L4	96.36'	N89°12'09"W
L5	91.41'	S0°47'46"W
L6	91.38'	S0°47'46"W
L7	97.60'	N89°12'09"W
L8	91.38'	N0°01'17"E
L9	91.38'	N0°01'17"E
L10	98.83'	N89°12'09"W
L11	91.38'	S0°47'46"W
L12	91.38'	S0°47'46"W
L13	100.07'	N89°12'09"W
L14	91.38'	N0°01'17"E
L15	91.38'	N0°01'17"E
L16	101.30'	N89°12'09"W
L17	91.38'	S0°47'46"W
L18	52.41'	S0°47'46"W
L19	105.95'	N89°12'09"W
L20	91.38'	N0°01'17"E
L21	91.38'	N0°01'17"E
L22	145.60'	N89°12'09"W
L23	90.67'	N0°01'17"E
L24	268.18'	N89°45'32"W
L25	59.11'	S60°47'19"W
L26	37.04'	N60°47'19"E
L27	18.55'	N60°47'19"E
L28	80.42'	N35°06'14"W
L29	25.41'	N60°47'19"E
L30	1.39'	S60°47'19"W
L31	55.00'	N60°47'19"E
L32	62.35'	S35°01'43"E
L33	80.41'	N60°47'19"E
L34	53.15'	N35°01'43"W
L35	45.00'	S35°01'43"E
L36	77.33'	S35°01'43"E
L37	45.00'	S35°01'43"E
L38	80.00'	S54°58'17"W
L39	45.00'	S35°01'43"E
L40	61.39'	S35°01'43"E
L41	80.00'	S54°58'17"W
L42	20.82'	S35°01'43"E
L43	75.63'	N46°07'06"W
L44	66.70'	S43°52'54"W
L45	69.18'	S35°01'43"E
L46	38.67'	S43°52'54"W
L47	80.00'	N46°07'06"W
L48	56.35'	S43°52'54"W
L49	46.05'	N43°52'54"E
L50	58.26'	S46°07'06"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L51	79.26'	N24°13'01"E
L52	38.81'	S0°47'46"W
L53	41.00'	N89°12'14"W
L54	27.00'	N0°47'46"E
L55	80.25'	N89°12'14"W
L56	80.00'	N63°17'36"W
L57	80.00'	N40°22'08"W
L58	41.00'	S89°12'14"E
L59	37.00'	N0°47'46"E
L60	44.80'	S0°47'46"W
L61	80.00'	N89°12'14"W
L62	45.00'	N0°47'46"E
L63	45.00'	S0°47'46"W
L64	80.00'	N89°12'14"W
L65	45.00'	S0°47'46"W
L66	45.00'	N0°47'46"E
L67	80.00'	N89°12'14"W
L68	45.00'	N0°47'46"E
L69	45.00'	S0°47'46"W
L70	80.00'	N89°12'14"W
L71	40.00'	N0°47'46"E
L72	11.23'	N89°12'14"W
L73	46.56'	S0°47'46"W
L74	117.61'	S0°47'46"W
L75	30.74'	N89°12'14"W
L76	80.00'	N46°07'06"W
L77	21.62'	S43°52'54"W
L78	45.00'	S43°52'54"W
L79	80.00'	N46°07'06"W
L80	45.00'	N43°52'54"E
L81	46.64'	N43°52'54"E
L82	58.26'	S46°07'06"E
L83	91.64'	S43°52'54"W
L84	37.00'	S43°52'54"W
L85	108.75'	S0°47'46"W
L86	11.23'	N89°12'14"W
L87	53.99'	S0°47'46"W
L88	84.91'	N29°49'45"W
L89	34.87'	N29°49'45"W
L90	66.46'	N43°41'44"E
L91	87.71'	N89°50'31"E
L92	79.43'	S0°47'46"W
L93	115.18'	N89°33'33"W
L94	119.78'	S29°49'45"E
L95	78.60'	N43°41'44"E
L96	90.48'	N46°07'06"W
L97	45.00'	N43°41'44"E
L98	77.81'	N46°07'06"W
L99	45.00'	N43°41'44"E
L100	74.65'	N46°07'06"W

LINE TABLE		
LINE	LENGTH	DIRECTION
L101	45.00'	N43°41'44"E
L102	74.50'	N46°07'06"W
L103	45.00'	N43°41'44"E
L104	74.35'	N46°07'06"W
L105	45.00'	N43°41'44"E
L106	74.21'	N46°07'06"W
L107	8.67'	S43°52'54"W
L108	45.00'	S43°52'54"W
L109	45.00'	S43°52'54"W
L110	45.00'	S43°52'54"W
L111	45.00'	S43°52'54"W
L112	74.06'	S46°07'06"E
L113	45.00'	N43°41'44"E
L114	55.00'	N43°41'44"E
L115	4.84'	N46°07'06"W
L116	45.97'	S43°52'54"W
L117	7.45'	N35°01'43"W
L118	4.64'	N46°07'06"W
L119	29.20'	N35°01'43"W
L120	47.42'	N43°52'54"E
L121	73.47'	N46°07'06"W
L122	65.99'	S43°41'43"W
L123	45.00'	S43°41'43"W
L124	45.00'	N43°52'54"E
L125	73.32'	N46°07'06"W
L126	4.36'	S43°41'43"W
L127	40.65'	S45°26'40"W
L128	45.00'	N43°52'54"E
L129	74.42'	S46°07'06"E
L130	45.02'	N45°26'40"E
L131	22.58'	S43°52'54"W
L132	77.71'	N46°07'06"W
L133	70.92'	S45°26'40"W
L134	99.48'	N64°28'23"W
L135	56.41'	S45°26'40"W
L136	45.30'	S21°10'08"E
L137	110.82'	N89°13'48"W
L138	123.09'	S21°10'08"E
L139	104.93'	S42°23'49"W
L140	3.74'	N19°33'20"W
L141	32.43'	N5°33'55"W
L142	45.00'	N89°20'20"W
L143	76.73'	N0°39'40"E
L144	114.86'	N89°52'40"E
L145	45.00'	N89°20'20"W
L146	45.00'	N89°51'50"E
L147	76.11'	N0°39'40"E
L148	41.71'	N89°20'20"W
L149	75.52'	N0°39'40"E
L150	45.00'	N89°52'40"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L151	80.23'	N0°39'40"E
L152	45.00'	N89°53'30"E
L153	97.92'	S14°13'48"E
L154	70.17'	N89°53'12"E
L155	62.94'	N14°13'48"W
L156	19.52'	S54°58'17"W
L157	45.03'	N35°01'43"W
L158	92.67'	N54°58'17"E
L159	33.80'	N35°01'43"W
L160	112.93'	N89°52'40"E
L161	34.98'	S14°13'48"E
L162	135.40'	N89°52'36"E
L163	103.97'	N0°42'34"E
L164	118.50'	S89°01'13"E
L165	160.73'	S0°11'35"W
L166	118.14'	N89°01'13"W
L167	10.09'	N0°42'34"E
L168	30.00'	N89°01'13"W
L169	164.11'	S89°24'57"E
L170	201.13'	S0°11'35"W
L171	30.00'	N89°01'13"W
L172	9.91'	S0°42'34"W
L173	226.92'	N89°01'13"W
L174	185.41'	N0°01'12"E
L175	50.90'	S80°16'29"E
L176	260.80'	S89°24'57"E
L177	169.98'	N1°25'28"E
L178	52.59'	S87°39'53"E
L179	104.45'	S0°42'34"W
L180	3.68'	S60°47'19"W
L181	65.11'	S89°45'32"E
L182	208.69'	N0°01'17"E
L183	203.07'	N89°45'48"W
L184	208.69'	S0°01'17"W
L185	252.87'	S89°45'32"E
L186	275.68'	S0°01'12"E
L187	101.62'	N80°16'29"W
L188	424.92'	N89°24'57"W
L189	421.86'	N0°11'35"E
L190	297.58'	S89°52'42"W
L191	168.39'	N21°10'08"W
L192	213.00'	N45°26'40"E
L193	645.41'	N43°41'43"E
L194	146.32'	N89°50'31"E
L195	88.78'	N85°37'10"E
L196	738.42'	S0°01'17"W
L197	19.52'	N54°58'17"E
L198	147.27'	S43°52'54"W
L199	69.98'	S89°20'20"E
L200	129.41'	N35°01'43"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	23.56'	15.00'	21.21'	N45°47'46"E	90°00'00"
C2	46.03'	220.50'	45.95'	N84°48'57"E	11°57'39"
C3	51.22'	220.50'	51.11'	N72°10'49"E	13°18'36"
C4	46.80'	220.50'	46.71'	N59°26'42"E	12°09'39"
C5	36.49'	220.50'	36.45'	N48°37'23"E	9°28'58"
C6	26.47'	15.00'	23.16'	N85°34'24"W	101°05'22"
C7	44.13'	228.00'	44.06'	N40°34'24"W	11°05'22"
C8	32.52'	168.00'	32.47'	N40°34'24"W	11°05'22"
C9	13.77'	10.00'	12.71'	N4°25'36"E	78°54'38"
C10	22.54'	122.50'	22.51'	S38°36'35"W	10°32'37"
C11	42.44'	122.50'	42.23'	N23°24'43"E	19°51'06"
C12	40.73'	122.50'	40.54'	N3°57'38"E	19°03'05"
C13	3.29'	220.50'	3.29'	N89°45'57"W	0°51'14"
C14	45.39'	220.50'	45.31'	S83°54'34"W	11°47'44"
C15	47.64'	220.50'	47.55'	S71°49'20"W	12°22'44"
C16	41.03'	220.50'	40.97'	S60°18'07"W	10°39'41"
C17	15.71'	10.00'	14.14'	N80°01'43"W	90°00'00"
C18	65.25'	150.29'	64.74'	N23°55'10"W	24°52'33"
C19	39.61'	208.93'	39.55'	N6°03'02"W	10°51'44"
C20	31.51'	20.00'	28.35'	N45°50'40"E	90°16'13"
C21	31.32'	20.00'	28.22'	N44°09'20"W	89°43'47"
C22	31.51'	20.00'	28.35'	S45°50'40"W	90°16'13"
C23	38.75'	30.49'	36.20'	N54°28'08"W	72°48'52"
C24	31.52'	20.00'	28.36'	S44°26'15"E	90°17'36"
C25	58.62'	228.00'	58.45'	S6°39'20"E	14°43'48"
C26	26.11'	20.00'	24.30'	S23°23'02"W	74°48'33"
C27	95.44'	224.00'	94.72'	S48°34'59"W	24°24'40"
C28	99.95'	224.00'	99.12'	S23°35'43"W	25°33'52"
C29	39.16'	224.00'	39.11'	S5°48'17"W	10°01'01"
C30	15.71'	10.00'	14.14'	N44°12'14"W	90°00'00"

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C31	10.01'	172.00'	10.00'	N2°27'45"E	3°19'59"
C32	67.78'	172.00'	67.34'	N15°25'04"E	22°34'39"
C33	68.77'	172.00'	68.32'	N38°09'41"E	22°54'34"
C34	33.54'	172.00'	33.49'	N55°12'08"E	11°10'21"
C35	29.39'	20.00'	26.81'	S77°07'12"E	84°10'58"
C36	20.66'	15.00'	19.06'	S4°25'36"W	78°54'38"
C37	15.71'	10.00'	14.14'	N88°52'54"E	90°00'00"
C38	11.74'	233.00'	11.74'	S47°33'44"E	2°53'16"
C39	71.11'	233.00'	70.84'	N57°44'59"W	17°29'14"
C40	63.28'	233.00'	63.09'	S74°16'27"E	15°33'42"
C41	29.07'	233.00'	29.05'	N85°37'46"W	7°08'56"
C42	10.02'	92.00'	10.01'	S3°54'58"W	6°14'24"
C43	31.58'	92.00'	31.43'	S16°52'17"W	19°40'13"
C44	36.76'	92.00'	36.52'	S38°09'17"W	22°53'47"
C45	17.96'	92.00'	17.93'	S55°11'45"W	11°11'08"
C46	17.64'	10.00'	15.44'	N85°34'24"W	101°05'22"
C47	15.71'	10.00'	14.14'	N9°58'17"E	90°00'00"
C48	109.32'	175.50'	107.56'	N72°48'59"E	35°41'24"
C49	37.04'	20.00'	31.97'	S36°16'41"E	106°07'16"
C50	36.66'	77.50'	36.31'	S30°19'56"W	27°05'58"
C51	15.71'	10.00'	14.14'	S1°07'06"E	90°00'00"
C52	89.05'	175.50'	88.10'	S58°25'04"W	29°04'18"
C53	54.65'	175.50'	54.43'	S81°52'29"W	17°50'33"
C54	23.56'	15.00'	21.21'	N44°12'14"W	90°00'00"
C55	15.71'	10.00'	14.14'	N45°47'46"E	90°00'00"
C56	29.11'	192.00'	29.08'	S84°51'39"E	8°41'11"
C57	103.53'	192.00'	102.28'	S65°04'14"E	30°53'39"
C58	11.75'	192.00'	11.74'	S47°52'15"E	3°30'19"

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite I
Hurricane City, Utah 84737
Phone: (435) 668-8367

PRELIMINARY SITE PLAN FOR:
RICHARD & KATHLEEN HINTON
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

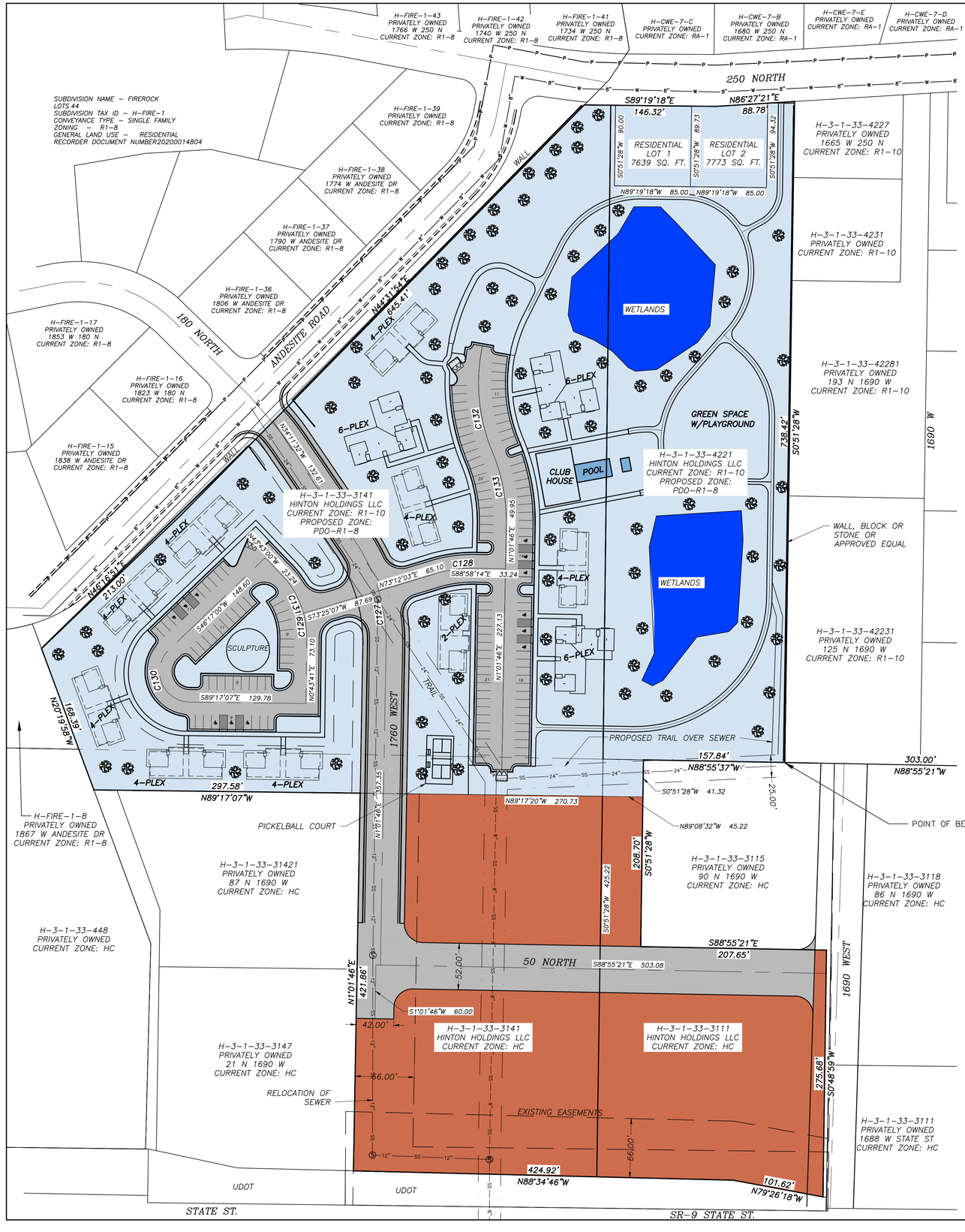
DATE: 6/14/2022
SCALE: N/A

JOB NO.
699-001

SHEET NO:
2 OF 2

ZONE CHANGE MAP FOR:
CARLON ACRES

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH



NARRATIVE

THE ZONE CHANGE IS INTENDED FOR PARCEL H–3–1–33–3141 AND H–3–1–33–4221 CURRENTLY ZONED R1–10 TO A PLANNED DEVELOPMENT OVERLAY ZONE ON AN R1–8 ZONE.

SITE DATA:

TOTAL AREA	14.57 ACRES
AREA (R1–8 PDO)	10.24 ACRES
AREA (HC–HIGHWAY COMMERCIAL)	4.38 ACRES
WETLANDS AREA	0.82 ACRES
TOTAL PARKING	134 STALLS
PROPOSED UNITS	54
UNITS/ACRE	5.27 UNITS/ACRE

LEGAL DESCRIPTION

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 33, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE N88°55'21"W 303.00 FEET TO THE POINT OF BEGINNING.
THENCE N88°55'37"W 157.84 FEET; THENCE S00°51'28"W 41.32 FEET; THENCE N89°08'32"W 45.22 FEET; THENCE N89°17'20"W 270.73 FEET; THENCE N89°17'07"W 297.58 FEET; THENCE N20°20'12"W 168.34 FEET; THENCE N44°57'46"E 858.36 FEET; THENCE S89°19'18"E 146.32 FEET; THENCE N86°27'21"E 88.78 FEET; THENCE S00°51'28"W 738.42 FEET; TO TO THE POINT OF BEGINNING. AREA CONTAINS 447901 SQUARE FEET OR 10.282 ACRES.

CARLON ACRES THEME:

"CARLON ACRES IS A SINGLE AND MULTI–FAMILY COMMUNITY WITH AN ENHANCED OUTDOOR EXPERIENCE THAT WILL FEATURE PRESERVED WETLANDS, OPEN SPACE WITH PLAYGROUND, TRAILS, CLUB HOUSE, POOL, PICKLE BALL COURTS, AND AMENITIES IN A CENTRAL PART OF HURRICANE CITY." LANDSCAPING WILL MEET OR EXCEED THE CITY CODE AND SOFTEN THE LOOK OF CMU WALLS AND CREATE A SCENIC NEIGHBORHOOD.

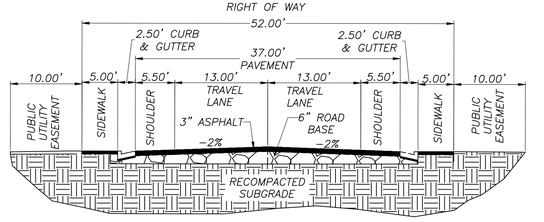
OWNERS:

HINTON HOLDINGS LLC

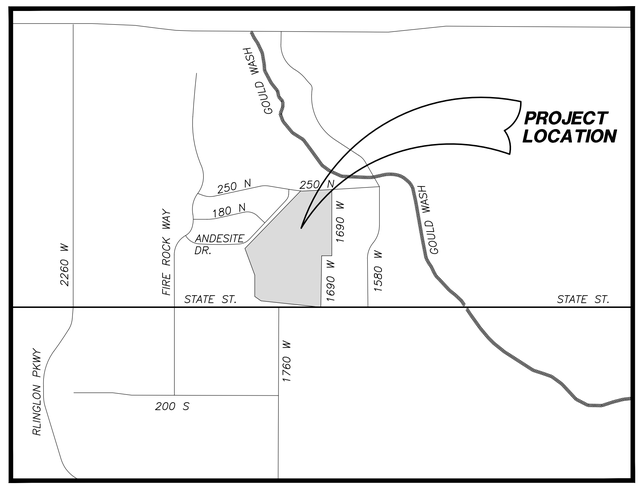
678 W STATE ST
HURRICANE, UT 84737

LEGEND

- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERY LINE
- PROPOSED POWER
- PROPOSED WATER
- EXISTING SEWER
- SEWER EASEMENT
- EXISTING R1–10 ZONE PROPOSED TO BECOME PDO–R1–8 ZONE
- HC ZONE HIGHWAY COMMERCIAL TO REMAIN
- WETLANDS
- PROPOSED SCREEN WALL, STONE, BRICK OR APPROVED EQUAL



PROPOSED 52' TYPICAL SECTION
SCALE: 1"=10'



VICINITY MAP
N. T. S.

N
W E
S
60 0 60
SCALE IN FEET

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

ZONE CHANGE MAP
699-001 CARLON ACRES
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M. WASHINGTON COUNTY, UTAH

DATE: 10/7/2022
SCALE: 1"=60'

JOB NO.
699-001

SHEET NO.
1

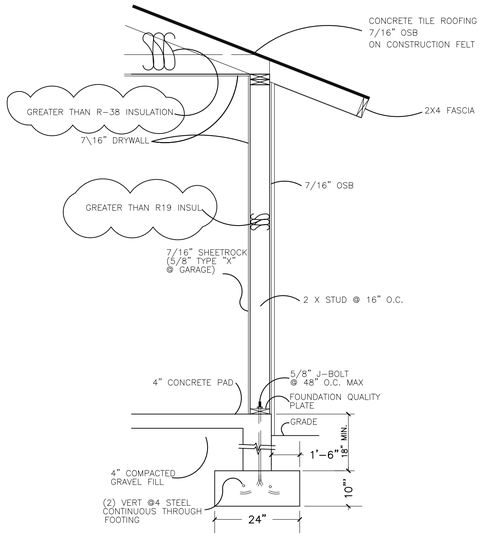
699-001

ZONE CHANGE THEME MAP FOR:
CARLON ACRES

LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M.
WASHINGTON COUNTY, UTAH

CARLON ACRES THEME:

"CARLON ACRES IS A SINGLE AND MULTI-FAMILY COMMUNITY WITH AN ENHANCED OUTDOOR EXPERIENCE THAT WILL FEATURE PRESERVED WETLANDS, OPEN SPACE WITH PLAYGROUND, TRAILS, CLUB HOUSE, POOL, PICKLE BALL COURTS, AND AMENITIES IN A CENTRAL PART OF HURRICANE CITY." LANDSCAPING WILL MEET OR EXCEED THE CITY CODE AND SOFTEN THE LOOK OF CMU WALLS AND CREATE A SCENIC NEIGHBORHOOD.



(TYP) BUILDING CROSS SECTION

75% BLOCK OR STONE EXTERIOR

CARLON ACRES
DENSITY BONUS CALCUATION
OCT 7, 2022

a. Enhanced overall design theme (up to five percent):

(1) Landscaping is designed and installed along all streets of the development according to a theme which provides overall design unity; A LANDSCAPE AMENIABLE TO THE PROPOSED THEME WILL GIVE 1.25 POINTS.

(2) Theme lighting is used throughout the development for street lighting, walkway lighting, parking areas, entrances, and building exteriors; IT'S PROPOSED TO HAVE DARK SKY LIGHTING AND WILL GIVE 1.25 POINTS.

(3) Perimeter fencing is used throughout the project that matches building design, such as, masonry columns or piers using the same brick or stone as the buildings; and SOMES AREAS WILL BE LEFT OPEN BECAUSE THE NATURAL TERRAIN BUT ANY FENCING WILL MATCH THE BUILDING COLORS AND MATERIAL LOOKS. THIS WILL GIVE 1.25 POINTS.

(4) Special features such as fountains, streams, ponds, sculptures, buildings or other elements which establish a strong design theme for the development and are utilized in highly visible locations. A WETLANDS POND WITH SPECIFIC LANDSCAPING AND SHADE PROVIDED BY MATURE TREES WITH PARK BENCHES WILL GIVE 1.25 POINTS.

b. Improved building design (up to five percent):

(1) Seventy-five percent of the front exterior of each dwelling, exclusive of windows or doors, consists of brick or stone; IT'S PROPOSED TO HAVE 75% OF THE FRONT EXTERIORS WITH BRICK OR STONE LOOK. THIS WILL GIVE 2.5 POINTS.

(2) Required parking for each unit is provided within a garage. NO POINTS.

c. Improved energy efficiency (up to five percent):

(1) Dwellings and main buildings have insulation greater than R-19 in walls and R-38 in ceilings; and ALL BUILDINGS WILL HAVE EXTERIOR WALLS WITH GREATER THAN R-19 INSULATION AND CEILINGS WITH GREATER THAN R-38 INSULATION WILL GIVE 2.5 POINTS.

(2) Dwellings are designed with an active or passive solar feature, including, but not limited to, solar water heaters, Trombe walls, earth insulation of building walls. NO POINTS HERE.

d. Parking upgrades (up to five percent):

(1) Parking lots are screened from public view by means of increased berming or landscaping around the parking lot perimeter; PLANNED LANDSCAPED PARKING LOT WILL GIVE 1.25 POINTS.

(2) Parking lots have landscaped islands beyond the minimum required by this title; PLANNED LANDSCAPED ISLANDS ON PARKING LOT WILL GIVE 1.25 POINTS.

(3) Additional and/or larger trees that will shade 50 percent of the parking area upon tree maturation; and PLANNED TREES IN PARKING LOT WILL GIVE 1.25 POINTS.

(4) Provision of screened recreational vehicle parking areas. NO RV PARKING ALLOWED.

e. Provision of usable open space (up to five percent):

(1) Open space is integrated into the entire development and is connected to developed areas by a system of trails and walkways; and PLANNED OPEN SPACE AND TRAILS AND WALKWAYS WILL GIVE 2.5 POINTS.

(2) Stormwater detention facilities are designed, landscaped, and used for multiple purposes that are consistent with the overall design of the planned development and which reduce the perception of the area as a stormwater detention pond. PLANNED STORM FACILITIES WILL MESH WITH THE EXISTING WETLANDS WILL GIVE 2.5 POINTS.

f. Provision of recreational facilities (up to five percent):

(1) The planned development includes recreational amenities primarily for the use by residents of the development, including swimming pools, sports courts, spas, barbecue and picnic facilities; PLANNED POOL, SPA AND SPORTS COURT WILL GIVE 1.67 POINTS.

(2) Development of one or more common buildings used for meetings, indoor recreation, daycare, or other common uses; and PLANNED CLUB HOUSE WILL GIVE 1.67 POINTS.

(3) Dedication and improvement of land for a publicly accessible park or trail system, subject to acceptance by the City. NO DEDICATION GIVEN TO CITY.

g. Increased landscaping (up to five percent):

(1) Planting more than the minimum number of trees, shrubs, and other landscaping required by this title; and NOT NEEDED.

(2) Use of landscaping to soften the appearance of wood or masonry fences and walls. THIS IS POSSIBLE FOR 2.5 POINTS.

h. Utilization of recommended design and compatibility guidelines set forth in chapter 33 of this title (up to five percent). NO POINTS

TOTAL POINTS WILL VARY FROM 22.09 TO 24.59 POINTS

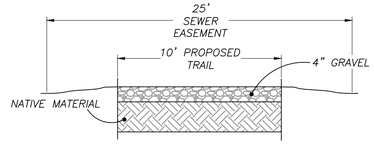
OWNERS:

HINTON HOLDINGS LLC

678 W STATE ST
HURRICANE, UT 84737

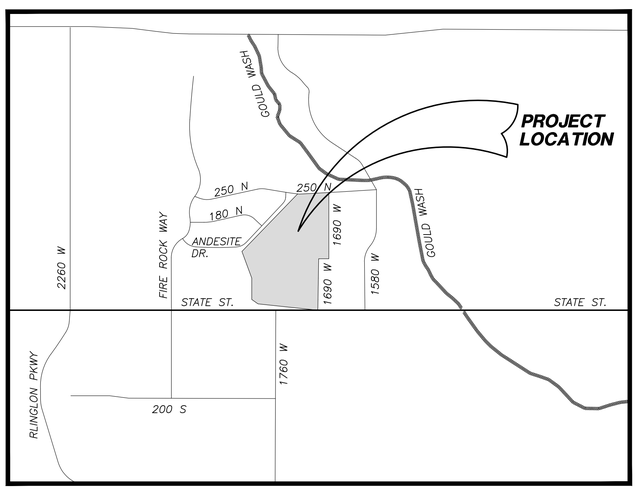
TREE LIST

Morning Could or Pink Dawn Chitalpa
Purple RobeLocust
Purple Catalpa
Imperial Shademaster or Sunburst Honey Locust
GoldenRaintree
Fruitless Mulberry
Blood Good Sycamore
Aristocrat or Chanticleer flowering Pear
Green Vase Zelkova



TYP. 10' GRAVEL WALKING TRAIL

N.T.S.



VICINITY MAP

N.T.S.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

ZONE CHANGE THEME MAP FOR:
CARLON ACRES
LOCATED IN SECTION 33, T41S, R13W, S.L.B.&M. WASHINGTON COUNTY, UTAH

DATE: 10/7/2022
SCALE: 1"=60'

JOB NO.
699-001

SHEET NO:
2

699-001

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-ZC-29 2022-PSP-25
Type of Application:	Zone Change and Preliminary Site Plan Application
Action Type:	Legislative
Applicant:	Hinton Holdings LLC
Agent:	Richard & Kathleen Hinton
Request:	A Zone Change from R1-10 and Highway Commercial to R1-8 PDO and Highway Commercial
Location:	Approximately 88 N 1690 W
Zoning:	R1-10 and Highway Commercial
General Plan Map:	Single Family

Planning Commission Recommendation
The Planning Commission recommends approval finding that it meets the standards of the General Plan, that it will have a positive effect on the area, that there are adequate services, and that they meet the requirements for the density bonus.

The vote was 6 to 1.

Update 10/13/2022: The applicant has provided a density bonus calculation breakdown. The applicant is proposing density bonus features equaling about 22.09 to 24.59 points, per code the Planning Commission can only grant a 20% density bonus. Staff has no concerns with any of the proposed justifications for the density bonus.

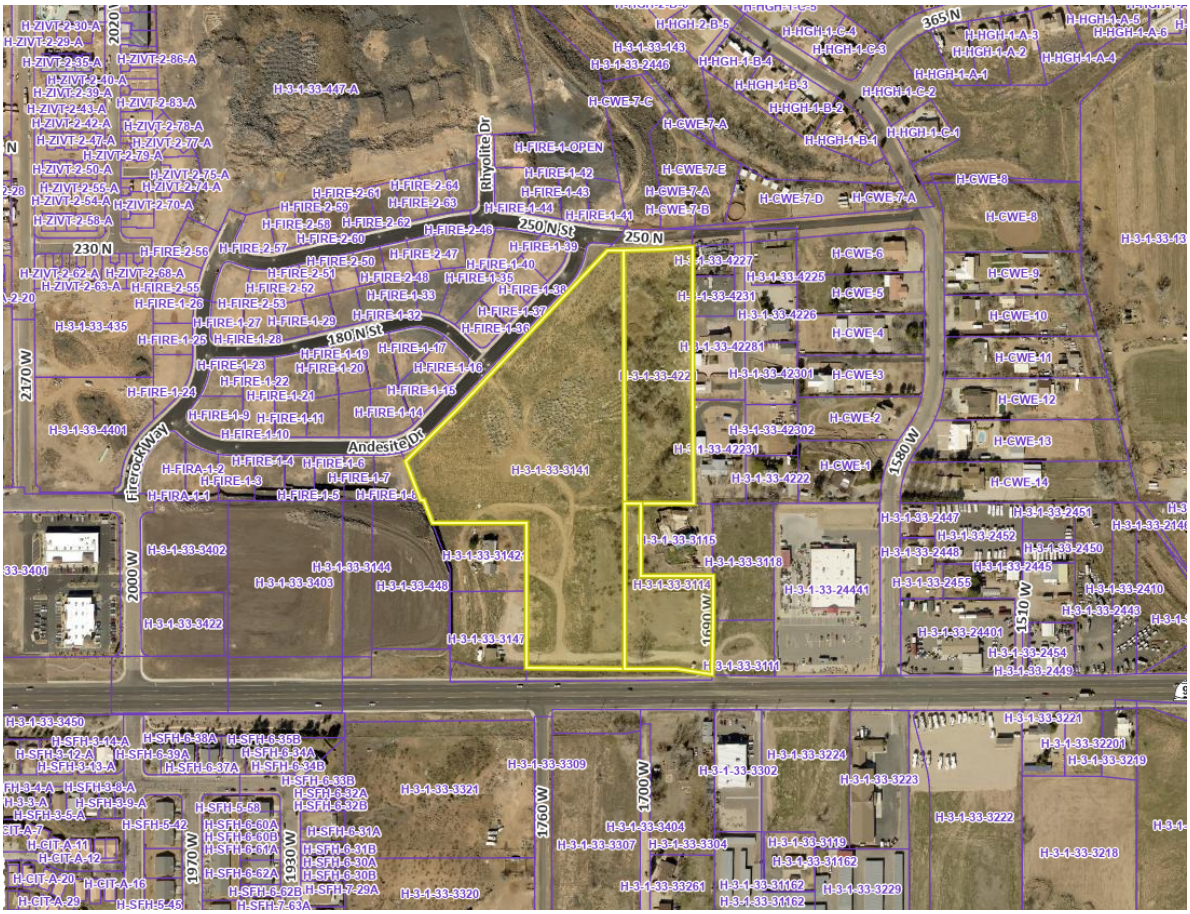
Update 9/22/2022: The Planning Commission continued this item to allow for more time for the applicant to apply for a density bonus and re-noticed the zone change. The applicant has turned in a more detailed site plan and an application for a density bonus. Their justification for a density bonus is preserving the wetland open space, amenities with clubhouses, pools, trails, pickleball courts and open space, and a design theme for the overall project. They are proposing 56 units over 10.24 acres for a density of 5.46 units per acre. The maximum density in R1-8 PDO is 4.4 units per acre: with the 20% density bonus that brings the maximum density up to 5.28 units per acre. Staff believes that this project, with it's large amount of open space and amenities could be a very good development for the city and a density bonus is justified. However, the maximum number of units that can be approved is 54 units. If the applicant agrees to remove two units staff would recommend approval.

Update 8/25/2022: The Planning Commission continued this item to allow the applicant more time to work through the design. A new site plan has been submitted that allows the wetlands to remain in place

and shows the easement on the south side of the property. Staff has two major concerns with this new site plan. The first is the density, for the zoning they've requested their maximum density is 44 units and they appear to show on their site plan 104 units, over double the allowed units, if they want this many units they would have to reapply for an RM-3 zone. The second concern is showing what appears to be parking along the eastern property boundary, there is no shown access to this parking area along the eastern boundary. The plan shows 256 parking spaces which is more than sufficient for 104 multifamily units. Overall staff does not recommend approving the site plan as presented

Discussion: The applicant is seeking a zone change to add 0.127 acres to the existing Highway Commercial (HC) zoning on their property and to rezone the R1-10 portion to R1-8 PDO. This property is located along SR-9. A preliminary site plan has also been filed that shows four commercial lots and 52 residential lots of varying sizes.

	Zoning	Adjacent Land Use
North	R1-8, PF, RA-1, R1-15 PDO	Single Family homes (Firerock and Hurricane Garden Homes)
East	R1-10, HC	Single Family homes and Tractor Supply
South	HC	SR-9 and commercial property
West	HC, R1-8	Commercial property and Firerock



Please note: Parcel H-3-1-33-3114 (zoned HC) is not under consideration for the zone change but is included in the preliminary site plan.

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 Single Family which is defined as:

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

The General Plan calls for "*Medium and high density residential developments should be planned near support facilities such as collector and arterial roads, schools, shopping, and employment centers. Medium and high density residential developments should be planned and designed to minimize impacts to nearby existing developments, while providing high-quality, attractive housing options"* It also calls for "*Support creating commercial spaces in population Centers in the City to provide services to those areas*"

A few weeks ago and prior to this application being submitted, staff proposed that this area be changed on the General Plan Map to either Mixed Use or Commercial because this would be a good space, with its proximity to major traffic corridors, for commercial and higher density residential. Placing single-family developments near major traffic corridors is a poor use of what could be good, convenient commercial space. Placing higher density near commercial spaces also helps stimulate commercial growth in an area and provides housing, and services in the same area.

Overall, while this application does not meet the standards of the General Plan Map, but staff believes this application is in line with many of the General Plan's goals and good planning practices for areas near major traffic corridors.

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

Response: The property is being developed with townhome units and future commercial lots. Depending on the commercial use, this would be harmonious with the surrounding area. Most of the residences in the area, with the exception of those in Firerock, are larger single family homes.

3. Will the proposed amendment affect the adjacent property?

Response: Yes. Although development as anticipated by the General Plan, such as retail and convenience stores, could be beneficial to future residents in the area.

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

Response: Public facilities and services are largely adequate to the property. Developers will need to pay for any required utility upgrades. See JUC review comments below.

Preliminary Site Plan Application

JUC Comments
The following items will need to be addressed:

1. **Sewer:** No comments.
2. **Water:** No comments.
3. **Fire:** Okay with zone change. No parking signs required on turnaround in HC area.
4. **Engineering:** Interconnectivity is encouraged, however the extension of 180 N may not be feasible with the required grading. Check for double frontage lots. Check drainage plan. Lot 53 is in Zone AE floodplain. Coordination with neighbors required for development of 1690 W. The Transportation Master Plan doesn't show 100 N in this area however that might be desirable. Specific approval from the City Engineer is required for a street to end without a cul-de-sac turnaround. Additional information is needed. How long is the dead end street? What will the grading be like? Does the existing structure limit access?
5. **Streets:** Okay with zone change. Are the streets in the R1-8 zone private or public?
6. **Power:** Existing power line on the south side will need to be put underground. A fee of $900 will be charged to the owner/developer to design the power system. This must be done before construction drawings. Load calculations for pool/rec area and commercial lots must be given before design. Easements need to be obtained and turned over to the city.
7. **GIS:** Street names required on some internal streets.

Staff Comments: Preliminary Site Plan

1. **Density:** The Preliminary Site Plan shows 52 units on 10.065 acres. This is a density of 5.16 units per acre. The max R1-8 PDO density is 4.4 units per acre. The applicant could ask for a density bonus; however at this time no density bonus has been requested.

2. The property owner to the west has come to city staff about an easement located on the south end of this property that would not allow it to be developed in the manner shown on the site plan. Staff is still investigating these claims at this time.
3. While it appears that there are double-fronted lots along Andesite Road, upon further review it appears there will be some open-space barrier between the homes and the road. There is an elevation difference between the property and Andesite Road. Staff would require these lots front on the internal streets

4. The National Wetlands Inventory indicates that there are two wetlands areas within the property. What mitigation measures, if any, are required will need to be coordinated with the US Army Corps of Engineers.

Source: National Wetlands Inventory, US Fish and Wildlife Service

Findings:
Staff makes the following findings:

1. The proposed zone change does not meet the standards of the General Plan Map, however staff believes the plan is compliant and would meet several of the General Plan's goals
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 and facilities are broadly adequate for this development.
5. The application meets the standards within the Planned Development Overlay Standards

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code and comments in the public hearing. Staff believes that this is a good place for this kind of development which is why staff recommends the General Plan Map be amended for this area. Staff recommends approval of the proposed zone change and PDO application.

ORDINANCE NO 2022-58

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3-1-33-3141 AND H-3-1-33-4221 FROM R1-10 TO R1-8 PLANNED DEVELOPMENT OVERLAY

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

WHEREAS, the proposed amendment is generally compatible with the current General Plan; and

WHEREAS, the proposed amendment is generally in harmony with the overall character of the proposed surrounding development; and

WHEREAS, the proposed amendment will have an impact on the area but the development may lead to enhance commercial and residential space; and

WHEREAS, the services are adequate for the area; and

WHEREAS, the Planning Commission gave a positive recommendation for the zone change subject that zone change and site plan including the proposed density bonus.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

1. That the property be rezoned as shown in the following legal description attached in Exhibit A.
2. That the City Council approves the attached site plan including the density bonus subject to the development meeting the standards as forth in the application.

PASSED AND APPROVED on this 20th day of October 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, Recorder

EXHIBIT A

LEGAL DESCRIPTION

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. _____
Receipt No. _____

Name: Blow Sand LLC Telephone: _____

Address: 2464 E 2000 S. St. George, UT 84790 Fax No. _____

Agent (If Applicable): Scott Nielson Telephone: 435-229-1673

Email: _____ Agent Email: gocamping21@gmail.com

Address/Location of Subject Property: _____

Tax ID of Subject Property: H-4-2-1-1131-GS1 H-4-2-1-330-GS1 Zone District: PC

Proposed Use: (Describe, use extra sheet if necessary) _____

_____

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:

_____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: _____

FINAL SITE PLAN REVIEW (General Information)

PURPOSE

The final site plan review process is established to encourage adequate advanced planning and assure a quality environment for the City. Such procedure is intended to provide for orderly, harmonious, safe, and functionally efficient development consistent with priorities, values, and guidelines stated in the various elements of the Hurricane City General Plan, and the Land Use Ordinance, and to protect the general welfare of the community.

WHEN REQUIRED

The final site plan review is only required on the following types of projects:

a. Any multiple-family residential use.

b. Any public or civic use.

c. Any commercial use; or

d. Any industrial use.

When a final site plan approval is required, no building permit for the construction of any building, structure, or other improvement to the site shall be issued prior to approval of the site plan. No cleaning, grubbing, drainage work, parking lot construction, or other site improvement shall be undertaken prior to site plan approval.

As an option, prior to developing the detail required for a final site plan review, an applicant may wish to process a preliminary site plan pursuant to Section 10-7-10 C2 of the Land Use Ordinance. This optional process is intended to assist an applicant by providing preliminary City comments and direction on a project with less initial cost. However, the submittal, review, and approval of an application for a preliminary site plan does not create any vested rights to develop the project site. Development rights are only vested with the approval of a final site plan.

PROCESS

The preliminary site plan is submitted to the Planning and Building Department 1 week and 1 day prior by no later than 12:00 noon to the regularly scheduled Planning Commission meeting. During this time prior to the meeting, staff will review the plan, and prepare a report and recommendation for the Planning Commission. This will be reviewed at a public meeting where the applicant should attend, present the project, and respond to questions from the Planning Commission. Since it is a public meeting, members of the public may also have questions or comments. At the public meeting the Planning Commission will review the application and staff's report, and approve, approve with conditions, or deny the final site plan.

APPEALS

The decision of the Planning Commission is final unless an appeal if made. An appeal is filed with the Clerk of the Board of Adjustment located in the Planning and Building Department and heard by the Board of Adjustment.

A public hearing is generally scheduled within a few weeks of the appeal. The decision of the Board of Adjustment is final unless appealed to a court of competent jurisdiction within thirty (30) days from the date of decision of the Board of Adjustment.

Site Plan Approval Process

Site Plan approval is required for all commercial, industrial, and multi-family residential development. This includes a commercial use in a building in a commercial zone previously used for residential.

It is also required for any development within a Planned Development Overlay (PDO). This is an extra requirement for development within the overlay to ensure the stated overlay purpose of providing development better than that possible under straight zoning.

Final Site Plan can be run simultaneously with a subdivision plat.

1. Meet with Planning Staff to review proposed application and schedule a site visit if necessary.

2. Preliminary Site Plan: Have a preliminary site plan prepared subject to the requirements on the application checklist and submit it with a completed application and payment of $200 application fee.

3. Submission must be made by the deadline for Planning Commission submission which is noon on the Wednesday three weeks and one day prior to the meeting date.

4. Planning Staff will write comments on the application materials and submit the comments with the application to the Planning Commission for review prior to the Planning Commission meeting.

5. The applicant must appear at the Planning Commission meeting to answer questions and hear comments.

6. A preliminary site plan does not require a motion from the Planning Commission but require Staff, Joint Utility, and Planning Commission comments be incorporated into the final site plan.

7. Before a final site plan is prepared, construction drawings must be submitted to the Joint Utilities Committee for review and signatures. Check with the Public Works Director for information on this process. Mike Vercimak 635-2811 ext. 119. Please call by no later than 12:00 noon on Tuesday, to be placed on the agenda for a Wednesday 9:30 a.m. J.U.C. meeting

8. Final Site Plan: Based on preliminary site plan comments and requirements on the application checklist on final site plan application, prepare final site plan and submit with a completed application and payment of $250 application fee.

9. Submission must be made by the deadline for Planning Commission submission which is noon on the Wednesday three weeks and one day prior to the meeting date.

10. If construction drawings have not been signed at least one week prior to the regular meeting date, the application will not be placed on the next agenda but will be delayed until the work meeting agenda on the fourth Wednesday. This is providing the construction drawings are signed at least one week prior to that meeting.

11. Planning Staff will write comments on the application materials and submit the comments with the application to the Planning Commission for review prior to the Planning Commission meeting.

12. The applicant must appear at the Planning Commission meeting to answer questions and hear comments.

13. The Planning Commission is the land use authority for site plans.

14. After final site plan is approved, and a plat is not required, to move ahead on the project, an engineer's bid for any public facilities, which will be located on the project, should be submitted for approval to the City's Engineer. After the bid is approved a bond or letter of credit for 110% of the approved amount should be filed with the city. A pre-construction meeting will then be scheduled before construction begins.

Comments:

A preliminary site plan, which accompanies an application for a PDO Overlay zone change is the only site plan which goes to the City Council. The Council approves the specific details of the preliminary site plan by approving the zone change. This can include setbacks, distances between buildings, land uses, and recreation facilities if it is a small project. On large projects the preliminary site plan is normally subject to a development agreement because the preliminary plan does not contain that level of detail and generally outlines basic land uses, traffic patterns, and park site.

DOC ID 20210040884

Gary Christensen Washington County Recorder
06/11/2021 08:56:11 AM Fee $40.00 By LEGAL
TITLE INSURANCE AGENCY, LLC

4002-800
WHEN RECORDED
MAIL TAX NOTICES TO:
2464 E 2000 S
St. George, UT 84790

WARRANTY DEED

Western Mortgage & Realty Company, a Washington corporation

Grantor,

of Hurricane, Utah
hereby CONVEYS and WARRANTS to

Blow Sand, LLC, a Utah limited liability company

Grantee,

of Hurricane, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON, State of Utah, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN; THENCE S88°46'40"E ALONG THE SOUTH SECTION LINE, 1256.28 FEET; THENCE N00°00'00"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE S52°31'32"W 557.32 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 635.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS: S47°09'17"W 118.87 FEET, CENTER POINT LIES S37°28'28"E), THROUGH A CENTRAL ANGLE OF 10°44'29" A DISTANCE OF 119.05 FEET; THENCE S41°47'03"W 156.09 FEET; THENCE N57°44'33"W 174.13 FEET; THENCE N61°14'24"W 261.45 FEET; THENCE N61°18'40"W 200.62 FEET; THENCE WESTERLY ALONG THE ARC OF A 1597.09 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS: N72°28'07"W 618.09 FEET, CENTER POINT LIES S28°41'20"W), THROUGH A CENTRAL ANGLE OF 22°18'53" A DISTANCE OF 622.01 FEET; THENCE N73°36'07"W 3.11 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF SAND HOLLOW ROAD; THENCE NORTHEASTERLY ALONG AFORESAID RIGHT-OF-WAY AND ALONG THE ARC OF A 1485.77 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS: N34°26'52"E 920.24 FEET, CENTER POINT LIES S73°35'32"E), THROUGH A CENTRAL ANGLE OF 36°04'49" A DISTANCE OF 935.62 FEET; THENCE N52°29'51"E 210.98 FEET; THENCE S51°57'36"E 1384.45 FEET TO THE POINT OF BEGINNING.
Tax Serial Nos.: All or part of parcels H-4-2-1-1103, H-4-2-1-1113, H-4-2-12-1102, H-4-2-11-2112 and H-4-2-12-2113

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2021 taxes and thereafter.

WITNESS the hand of said grantor, this 10th day of June, 2021

Western Mortgage & Realty Company, by
Tim M. Tippett / Vice President

STATE OF WASHINGTON)
:ss
COUNTY OF FRANKLIN)

On the 10th of June, 2021, before me personally appeared TIM TIPPETT, personally known to or proved to me on the

basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Vice-President of WESTERN MORTGAGE & REALTY COMPANY, A WASHINGTON CORPORATION and that the foregoing document was signed by him on behalf of that entity and the document was the act of the entity for its stated purpose.

David A Husted
Notary Public
Residing at Richland, ~~Utah~~ WA WAH 6/10/21
My Commission Expires:
April 8, 2023

DAVID A HUSTED
APPOINTMENT EXPIRES
APRIL 08, 2023
NOTARY
PUBLIC
Commission # 2089
STATE OF WASHINGTON

Unofficial Copy

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Western Mortgage & Realty Company

Grantee: Blow Sand, LLC

Tax ID Number(s): includes all or part of parcels H-4-2-1-1103, H-4-2-1-1113, H-4-2-12-1102, H-4-2-11-2112 and H-4-2-12-2113

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only	Proceed to Section
1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed.	A
2 ☐ Only a portion of Grantor's water rights are being conveyed.	B
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)	
3 ☒ No water rights are being conveyed.	C
4 ☐ Water rights are being conveyed by separate deed.	C

Section		Important Notes (see other side)
A	The water right(s) being conveyed include Water Right No(s). _____	N1
	_____ along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. *(Proceed to Section C)*	N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply)	N1
	☐ All of Water Right No(s). _____	N4
	☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____.	N5
	☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____.	N5
	Along with all applications pertaining to the water right(s) listed in this Section B. *(Proceed to Section C)*	N2
C	Disclosures by Grantor: (check all boxes that apply)	
	☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____	N6
	☒ Culinary water service is provided by: _____	N7
	☒ Outdoor water service is provided by: _____	N8
	☐ There is no water service available to Grantor's Parcel(s).	N9
	☐ Other water related disclosures: _____ _____	N10
	Attach and sign additional copies of this form if more space is needed.	

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____, Vice Pres

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: 2464 E 2000 S, St. George, UT 84790

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

Unofficial Copy

WATER RIGHTS ADDENDUM TO LAND DEEDS

Grantor: Western Mortgage & Realty Company

Grantee: Blow Sand, LLC

Tax ID Number(s): includes all or part of parcels H-4-2-1-1103, H-4-2-1-1113, H-4-2-12-1102, H-4-2-11-2112 and H-4-2-12-2113

In connection with the conveyance of the above referenced parcel(s), Grantor hereby conveys to Grantee without warranty, except for a warranty of title as to all claiming title by or through Grantor, the following interests in water and/or makes the following disclosures:

Check one box only — Proceed to Section

1 ☐ All of Grantor's water rights used on Grantor's Parcel(s) are being conveyed. — A

2 ☐ Only a portion of Grantor's water rights are being conveyed. — B
(County Recorder should forward a copy of this form to the Utah Division of Water Rights if Box 1 or 2 above is checked)

3 ☒ No water rights are being conveyed. — C

4 ☐ Water rights are being conveyed by separate deed. — C

Section		Important Notes (see other side)
A	The water right(s) being conveyed include Water Right No(s). _____	N1
	_____ along with all applications pertaining to the water right(s) listed in this Section A, and all other appurtenant water rights. (*Proceed to Section C*)	N2 N3
B	Only the following water rights are being conveyed: (check all boxes that apply)	N1
	☐ All of Water Right No(s). _____	N4
	☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____.	N5
	☐ _____ acre-feet from Water Right No. _____ for: _____ families; _____ acres of irrigated land; stock water for _____ Equivalent Livestock Units; and/or for the following other uses _____.	N5
	Along with all applications pertaining to the water right(s) listed in this Section B. (*Proceed to Section C*)	N2
C	Disclosures by Grantor: (check all boxes that apply)	
	☐ Grantor is endorsing and delivering to Grantee stock certificates for _____ share(s) of stock in the following water company: _____	N6
	☐ Culinary water service is provided by: _____	N7
	☐ Outdoor water service is provided by: _____	N8
	☐ There is no water service available to Grantor's Parcel(s).	N9
	☐ Other water related disclosures: _____ _____	N10
	Attach and sign additional copies of this form if more space is needed.	

The undersigned acknowledge sole responsibility for the information contained herein even though they may have been assisted by employees of the Utah Division of Water Rights, real estate professionals, or other professionals, except to the extent that title insurance or a legal opinion concerning such information is obtained.

Grantor's Signature: _____ Vice Pres.

Grantee's Acknowledgment of Receipt: _____

Grantee's Mailing Address: 2464 E 2000 S, St. George, UT 84790

NOTE: GRANTEE MUST KEEP A CURRENT ADDRESS ON FILE WITH THE UTAH DIVISION OF WATER RIGHTS

DOC ID 20210002488

Warranty Deed Page 1 of 1
Gary Christensen Washington County Recorder
01/13/2021 09:36:54 AM Fee $40.00 By RUESCH & REEVE, PLLC

Unofficial Copy

WHEN RECORDED
MAIL TAX NOTICES TO:
Grantee
341 E Sunland Dr.
St. George, UT 84737

WARRANTY DEED

Scott T. Nielson, a married man

Grantor,

of Hurricane, Utah
hereby CONVEYS and WARRANTS to

Glampers Inn, LLC, a Utah limited liability company

Grantee,

of St. George, Utah, for the sum of TEN DOLLARS and other good and valuable consideration, the following tract of land in WASHINGTON, State of Utah, to-wit:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE & MERIDIAN; THENCE S88°46'40"E ALONG THE NORTH-SOUTH SECTION LINE, 1256.28 FEET; THENCE N00°00'00"E 16.03 FEET TO THE POINT OF BEGINNING; THENCE N51°57'36"W 1384.45 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAND HOLLOW ROAD; THENCE N52°29'52"E ALONG AFORESAID RIGHT-OF-WAY, 920.00 FEET; THENCE S37°30'14"E 1340.88 FEET; THENCE S52°31'32"W 574.38 FEET TO THE POINT OF BEGINNING.
Tax Serial No.: H-4-2-1-1103 (a portion thereof) and H-4-2-1-1113 (a portion thereof)

Subject to easements, restrictions and rights of way appearing of record and enforceable in law and subject to 2021 taxes and thereafter.

WITNESS the hand of said grantor, this 12 day of January, 2021

Scott T. Nielson

STATE OF UTAH)
:ss
COUNTY OF Washington)

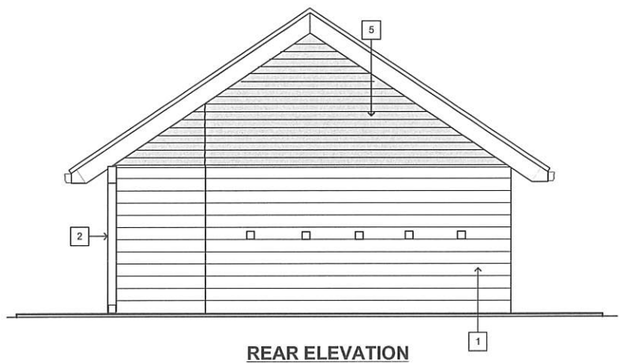
On the 12 day of January 2021, personally appeared before me Scott T. Nielson, the signer(s) of the within instrument, who duly acknowledged to me that he executed the same.

GINA A PARK
Notary Public - State of Utah
Comm. No. 703692
My Commission Expires on
Dec 14, 2022

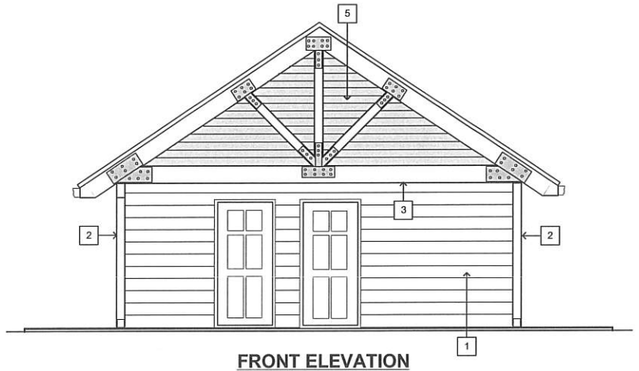
Gina A. Park
Notary Public
Residing at Washington, Utah:
My Commission Expires:

KEYED NOTES

1. 8" POLISHED FINISH CONCRETE MASONRY UNITS.
2. 6" x 6" STEEL TUBE POST.
3. 6" x 10" STEEL TUBE BEAM.
4. PREFINISHED STANDING SEAM METAL ROOF.
5. PREFINISHED "HARDI-BOARD" SIDING (SHADED AREA).

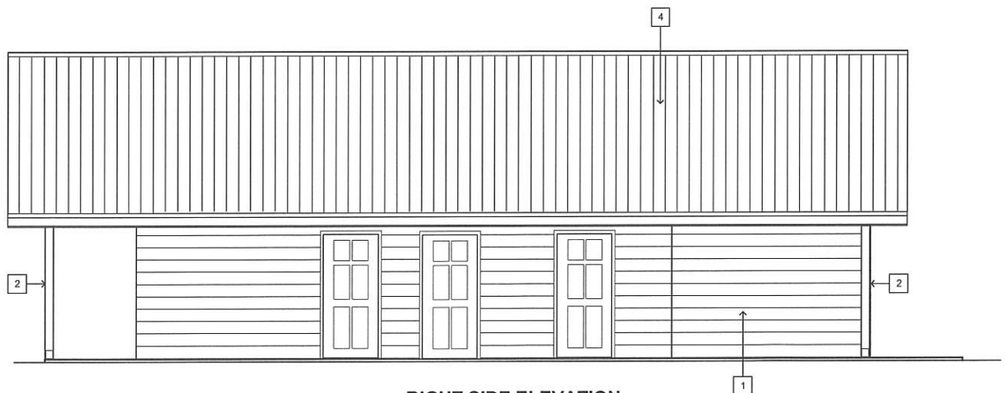


REAR ELEVATION



FRONT ELEVATION

LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

EXTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

PRELIMINARY – NOT FOR CONSTRUCTION – 2/24/22

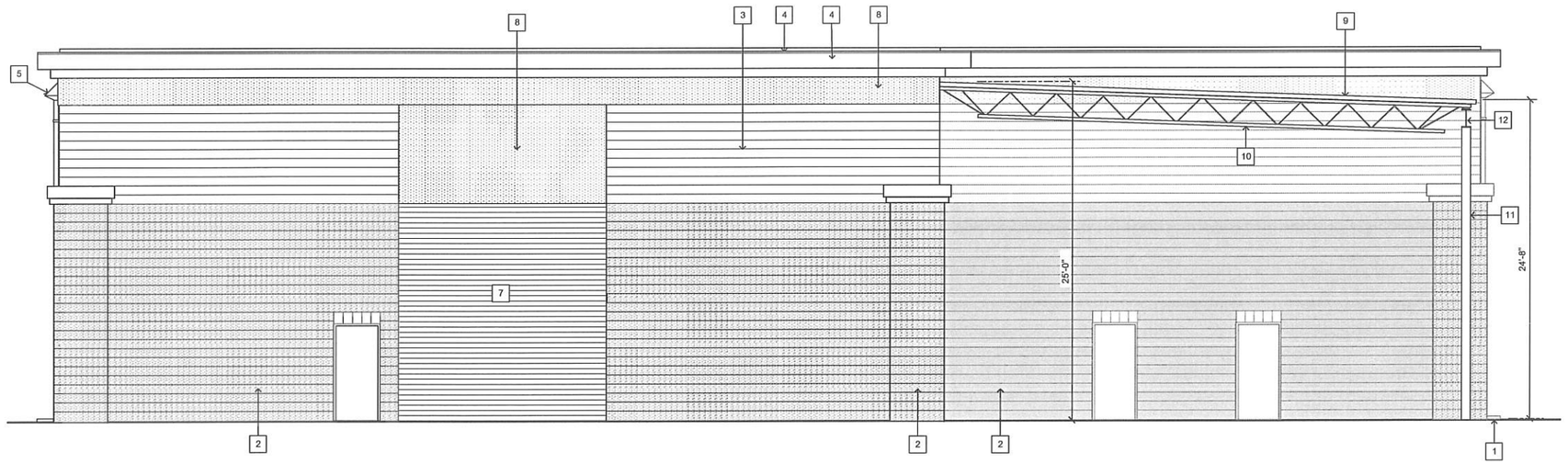
COMFORT STATIONS

Located in Section 12, T42S, R14W, S.L.B.4M.
Sand Hollow Road, Hurricane, Utah

David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS
EXTERIOR ELEVATIONS

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2106
DWG. NO.	A3

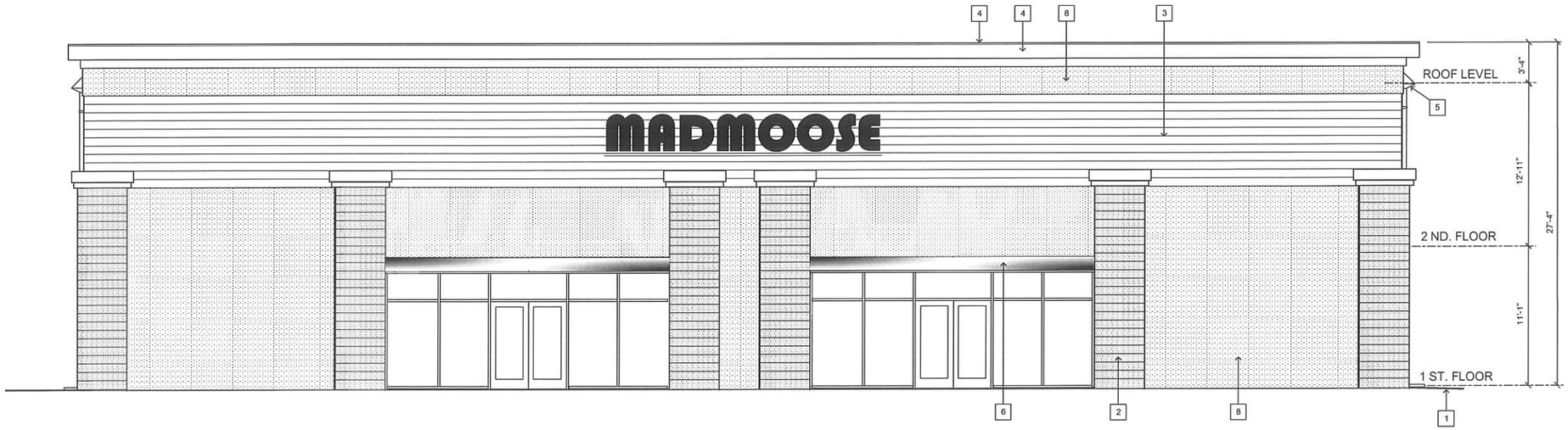


SOUTH ELEVATION

SCALE: 1" = 5'-0"

KEYED NOTES

1. FINISH GRADE.
2. 8" x 8" x 16" POLISHED CONC. MASONRY UNITS (SHADED).
3. 8" x 8" x 8" STANDARD CONC. MASONRY UNITS.
4. 22 GAGE PREFINISHED SHEETMETAL FLASHING.
5. 22 GAGE PREFINISHED SHEETMETAL 14" x 6" SCUPPER W/ CONDUCTOR HEAD & 4" x 6" x 4" DOWNSPOUT.
6. 22 GAGE POLISHED PREFINISHED SHEETMETAL FASCIA AT 3'-0" CANOPY.
7. 16'-0" WIDE x 18'-0" TALL OVERHEAD DOOR.
8. 7/8" THICK 1-COAT STUCCO OVER 1/2" THICK OSB SHEATHING & 1/2" METAL HAT CHANNELS.
9. PREFINISHED CORRUGATED METAL ROOFING.
10. OPEN-WEB STEEL JOISTS.
11. STEEL COLUMNS.
12. STEEL BEAM.



NORTH ELEVATION

SCALE: 1" = 5'-0"

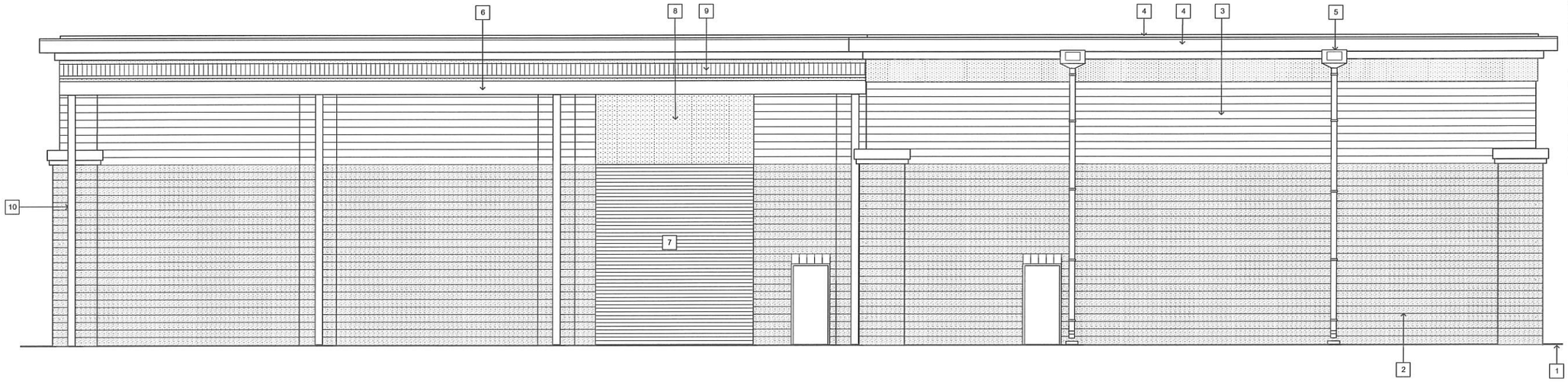
PRELIMINARY – NOT FOR CONSTRUCTION – 9/28/20

MADMOOSE
840 S. Sand Hollow Road
Hurricane, Utah 84757

David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS
NORTH & SOUTH ELEVATIONS

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2107
DWG. NO.	A6

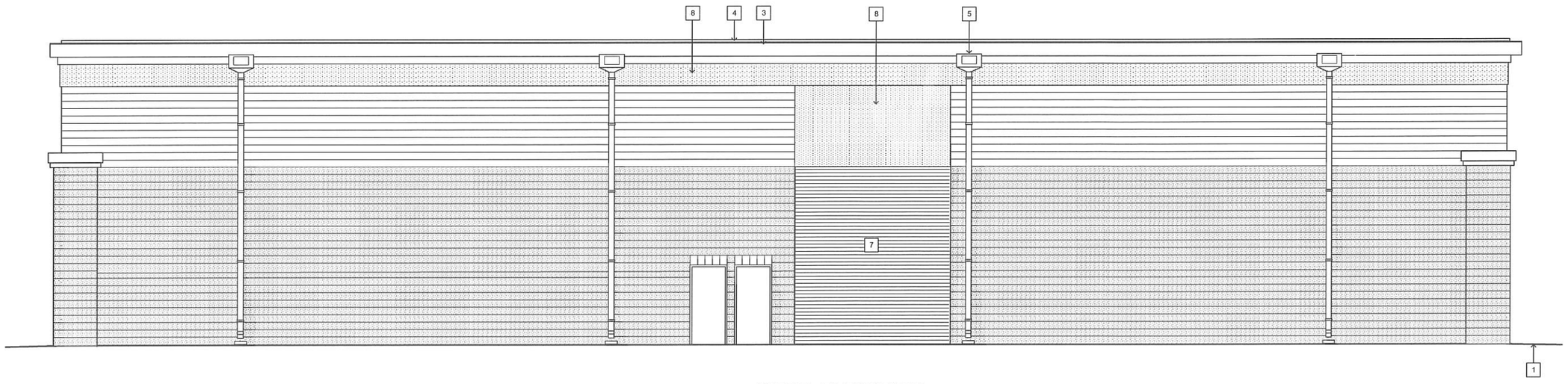


EAST ELEVATION

SCALE: 1" = 5'-0"

KEYED NOTES

1. FINISH GRADE.
2. 8" x 8" x 16" POLISHED CONC. MASONRY UNITS (SHADED).
3. 8" x 8" x 8" STANDARD CONC. MASONRY UNITS.
4. 22 GAGE PREFINISHED SHEETMETAL FLASHING.
5. 22 GAGE PREFINISHED SHEETMETAL 14" x 6" SCUPPER W/ CONDUCTOR HEAD & 4" x 6" x 4" DOWNSPOUT.
6. STEEL BEAM.
7. 14'-0" WIDE x 16'-0" TALL OVERHEAD DOOR.
8. 7/8" THICK 1-COAT STUCCO OVER 1/2" THICK OSB SHEATHING &1/ 2" METAL HAT CHANNELS.
9. PREFINISHED CORRUGATED METAL ROOFING.
10. STEEL COLUMNS.



WEST ELEVATION

SCALE: 1" = 5'-0"

PRELIMINARY – NOT FOR CONSTRUCTION – 9/28/20

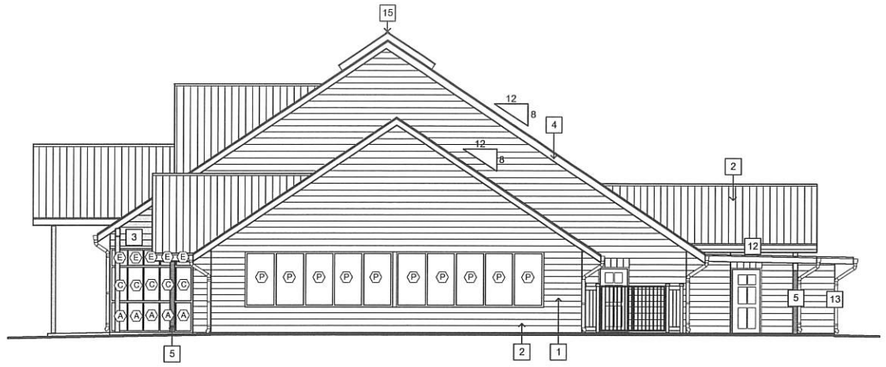
MADMOOSE

840 S. Sand Hollow Road
Hurricane, Utah 84757

David A Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

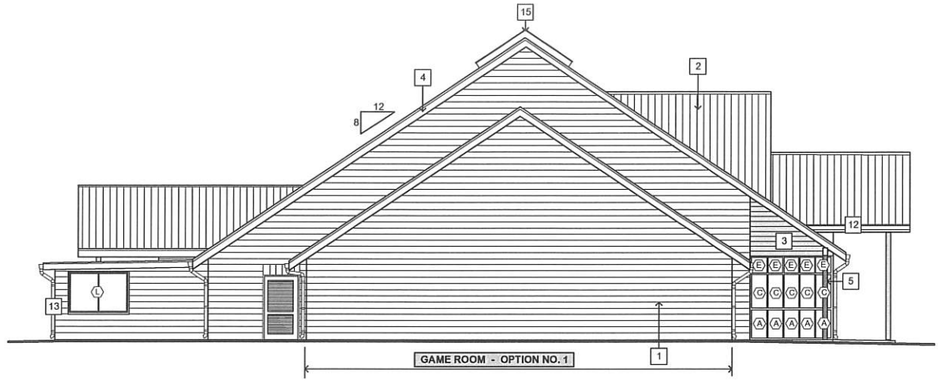
DRAWING CONTENTS
EAST & WEST ELEVATIONS

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2107
DWG. NO.	A7



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

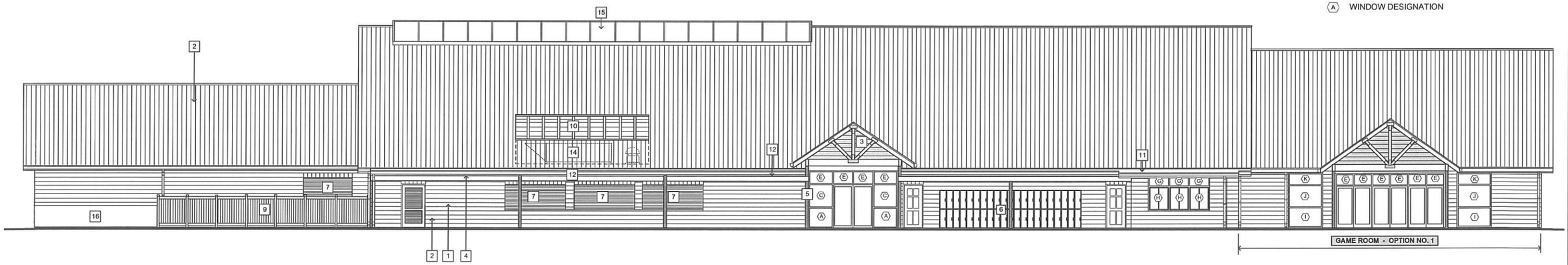
SCALE: 1/8" = 1'-0"

KEYED NOTES

1. 8" THICK CONCRETE MASONRY UNIT (CMU) WALL.
2. PREFINISHED STANDING SEAM METAL ROOF.
3. PREFINISHED "HARDI-BOARD" SIDING (SHADED AREA).
4. 22 GAGE PREFINISHED METAL FASCIA.
5. 6" x 6" STEEL TUBE POST.
6. RENTABLE FAMILY LOCKERS.
7. ROLL-UP STEEL DOOR.
8. 4' HIGH VINYL FENCE.
9. 5' HIGH VINYL FENCE.
10. 4" x 8" STEEL TRELLIS BEAMS AT 2'-0" O.C.
11. SINGLE MEMBRANE ROOFING SYSTEM WITH 1/8" x 12" SLOPE.
12. 22 GAGE 4" x 6" PREFINISHED METAL RAIN GUTTER.
13. 22 GAGE 4" x 4" PREFINISHED METAL RAIN GUTTER DOWNSPOUT.
14. ENCLOSURE AT KITCHEN MAKE-UP-AIR UNIT & EXHAUST FAN.
15. SKYLIGHT.
16. CONCRETE WALL.

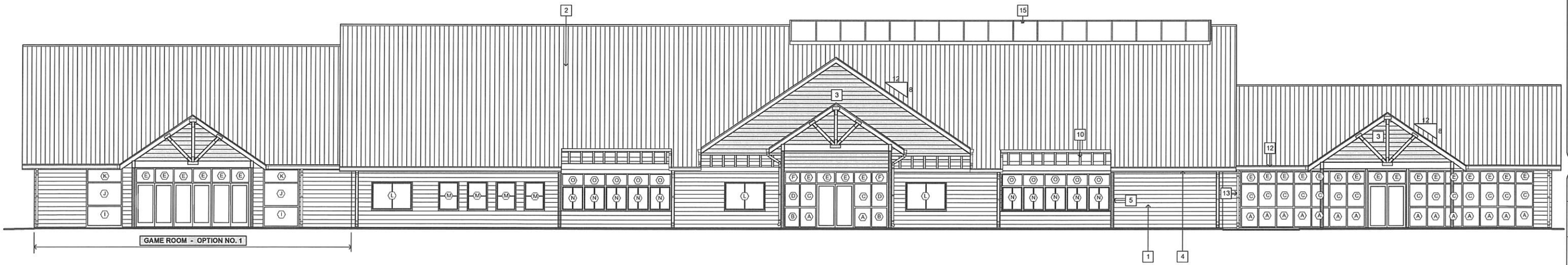
LEGEND

(A) WINDOW DESIGNATION



WEST ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

PRELIMINARY – NOT FOR CONSTRUCTION – 5/24/22

Glampers Inn
Ranger Station

Located in Section 12, T42S, R14W, S.L.B.&M.
Sand Hollow Road, Hurricane, Utah

David A. Dunn Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

EXTERIOR ELEVATIONS

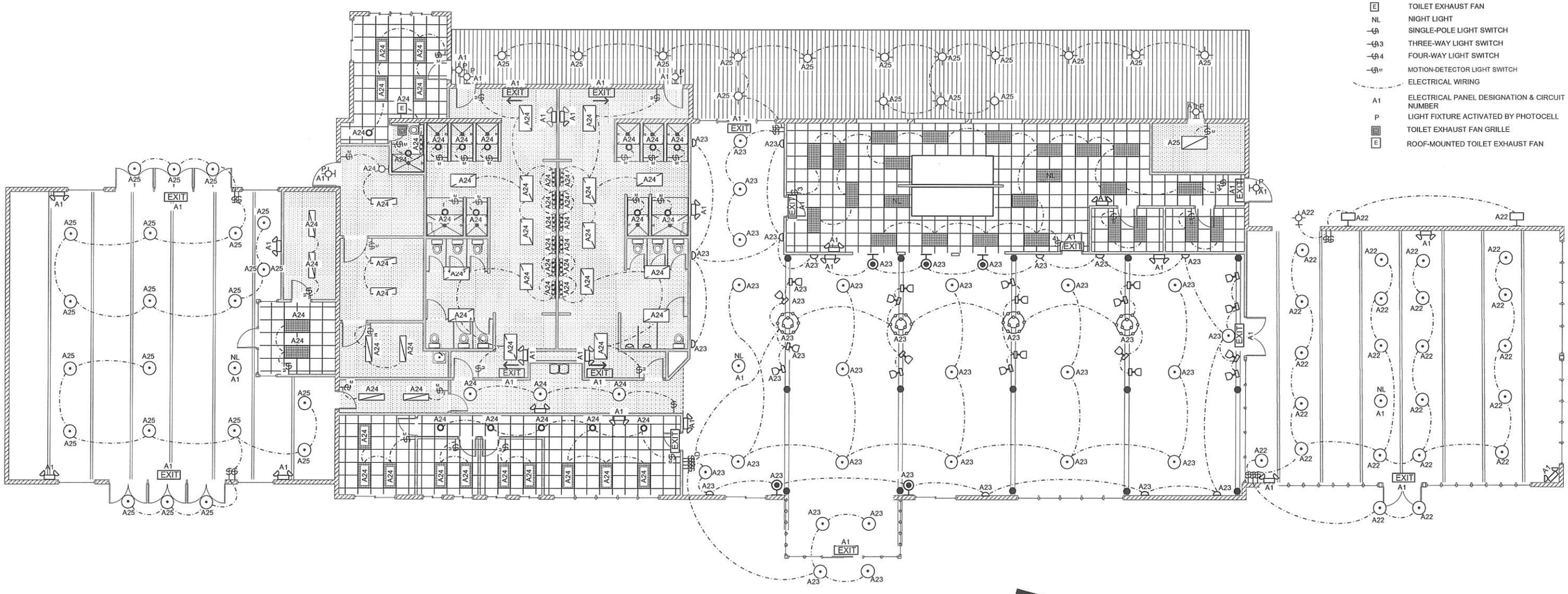
DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2102
DWG. NO.	A8

LIGHT FIXTURES (LED)

NO.	TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	WATTS	LUMENS
1		CEILING-MOUNTED	INDUSTRIAL & COMMERCIAL LED	RLF4D-x10-JB	120	60	600
2		RECESS MOUNTED LIGHT	WAC LIGHTING	FM-616G2-930-WT	120	40	400
3		DROP-IN 2' x 4'	LITHONIA LIGHTING	BLC 2X4 4000LM 40K	120	38	380
4		SURFACE-MOUNTED 2' x 4'	LITHONIA LIGHTING	CPANL 2X4 40LM SWW7 120 TD DCMK	120	160	1,600
5		SURFACE-MOUNTED 1' x 4'	NUWATT	ANTLUX	120	80	800
6		INTERIOR WALL-MOUNTED	LAMPS PLUS	1F012	120	8	80
7		EXTERIOR WALL-MOUNTED	LAMPS PLUS	ALUMANIATA	120	6	480
8		ACCENT WALL-MOUNTED	LUTEC CUBA	3000K 1100LM	120	110	1,100
9		MULTILIGHT WALL-MOUNTED	FURGUSON	MAXIM	120	12	120
10		FLOOD WALL-MOUNTED	LEDMO	HID/HPS	120	150	1,500
11		SCONCE WALL-MOUNTED	LUTEC CUBA	3000K 1100LM	120	23	230
12		PENDANT-MOUNTED	LAMPS PLUS	450C1	120	60	600
13		EMERGENCY WALL-MOUNTED	LITHONIA LIGHTING	EU2C	120	2	20
14	EXIT	EXIT LIGHT	INDUSTRIAL & COMMERCIAL LED LIGHTING	XSC-x	120	50	500
15		CHANDELIER	FEISS, WEATHERED OAK WAGON WHEEL CHANDELIER	ANGELO	120	60	600
16		SPOT LIGHT	CATALINA LIGHTING	18775-012	120	40	400

LEGEND

- ROOF TRUSSES
- 1/2" GYPSUM WALLBOARD CEILING
- 2' x 4' SUSPENDED GRID CEILING WITH INTERMEDIATE CROSS MEMBERS
- CORRUGATED SOFFIT PANELS AT UNDERSIDE OF COVERED PORCH
- CEILING MOUNTED LIGHT FIXTURE
- RECESS MOUNTED LIGHT FIXTURE
- DROP-IN RECESS MOUNTED 2'-0" x 4'-0" LIGHT FIXTURE
- SURFACE MOUNTED 2'-0" x 4'-0" LIGHT FIXTURE
- SURFACE MOUNTED 1'-0" x 4'-0" LIGHT FIXTURE
- INTERIOR WALL MOUNTED LIGHT FIXTURE
- EXTERIOR WALL MOUNTED LIGHT FIXTURE
- ACCENT WALL MOUNTED LIGHT FIXTURE
- MULTI-LIGHT WALL MOUNTED LIGHT FIXTURE
- FLOOD WALL MOUNTED LIGHT FIXTURE
- SCONE WALL MOUNTED LIGHT FIXTURE
- PENDANT MOUNTED LIGHT FIXTURE
- EMERGENCY WALL MOUNTED LIGHT FIXTURE
- WALL MOUNTED EXIT LIGHT FIXTURE
- CHAIN-HUNG CHANDELIER
- SPOT LIGHT (VERIFY LOCATIONS WITH OWNER)
- TOILET EXHAUST FAN
- NL NIGHT LIGHT
- SINGLE-POLE LIGHT SWITCH
- 3 THREE-WAY LIGHT SWITCH
- 4 FOUR-WAY LIGHT SWITCH
- M MOTION-DETECTOR LIGHT SWITCH
- ELECTRICAL WIRING
- A1 ELECTRICAL PANEL DESIGNATION & CIRCUIT NUMBER
- P LIGHT FIXTURE ACTIVATED BY PHOTOCELL
- TOILET EXHAUST FAN GRILLE
- ROOF-MOUNTED TOILET EXHAUST FAN



MAIN FLOOR LIGHTING PLAN

SCALE: 1/8" = 1'-0"

NORTH

PRELIMINARY – NOT FOR CONSTRUCTION – 6/24/22

Glampers Inn
Ranger Station

Located in Section 12, T42S, R14W, S.L.B.4M.
Sand Hollow Road, Hurricane, Utah

Atex Enterprises LC
David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS
MAIN FLOOR LIGHTING PLAN

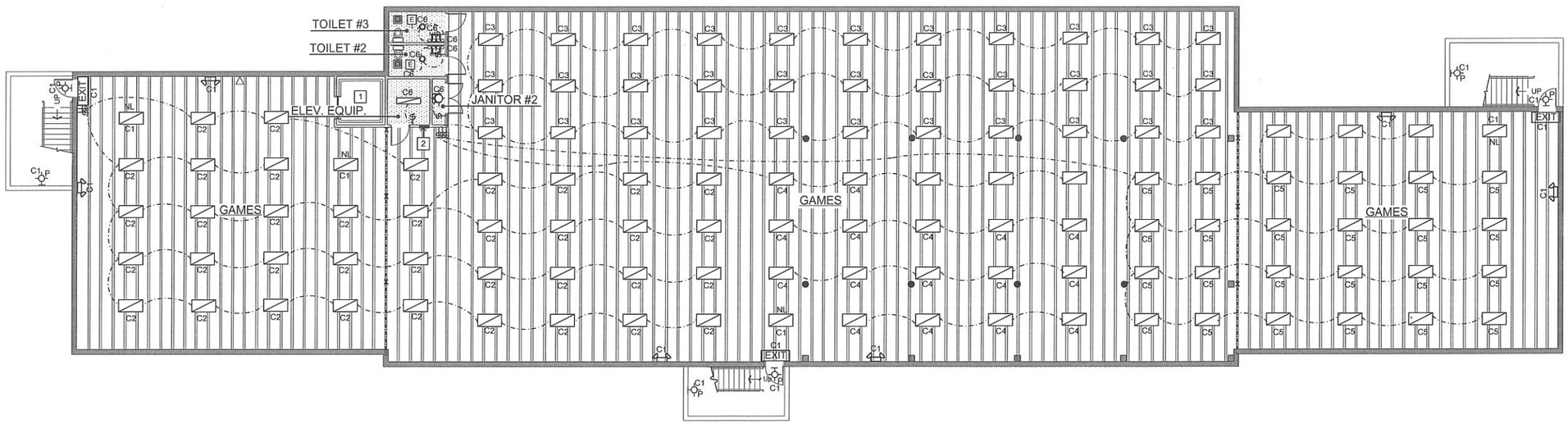
DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2102
DWG. NO.	E1

KEYED NOTES

1. ELEVATOR.
2. ELECT. PANEL "C".
3.
4.

LEGEND

1	KEYED NOTE DESIGNATION
	10" CONC. BASEMENT WALL
	INTERIOR WALL W/ 2" x 4" WOOD STUDS
	BOTTOM FLANGE OF FLOOR TRUSSES
	BOTTOM FLANGE OF STEEL BEAM
	1/2" GYPSUM WALLBOARD CEILING
	CEILING MOUNTED LIGHT FIXTURE
	RECESS MOUNTED LIGHT FIXTURE
	SURFACE MOUNTED 2'-0" x 4'-0" LIGHT FIXTURE
	SURFACE MOUNTED 1'-0" x 4'-0" LIGHT FIXTURE
	EXTERIOR WALL MOUNTED LIGHT FIXTURE
	MULTI-LIGHT WALL MOUNTED LIGHT FIXTURE
	EMERGENCY WALL MOUNTED LIGHT FIXTURE
EXIT	WALL MOUNTED EXIT LIGHT FIXTURE
E	TOILET EXHAUST FAN GRILLE
E	ROOF-MOUNTED TOILET EXHAUST FAN
NL	NIGHT LIGHT
	SINGLE-POLE LIGHT SWITCH
M	MOTION-DETECTOR LIGHT SWITCH
	ELECTRICAL WIRING
C1	ELECTRICAL PANEL DESIGNATION & CIRCUIT NUMBER
P	LIGHT FIXTURE ACTIVATED BY PHOTOCELL
+10'	HEIGHT OF FIXTURE ABOVE FLOOR LEVEL



BASEMENT LIGHTING PLAN

SCALE: 1" = 10'-0"

NORTH

PRELIMINARY – NOT FOR CONSTRUCTION – 6/23/22

Glampers Inn
Ranger Station

Located in Section 12, T42S, R14W, S.L.B.4M.
Sand Hollow Road, Hurricane, Utah

Atex Enterprises LLC
David A Dean Architect
2177 S. OLD HIGHWAY 91, NEW HARMONY, UTAH 84757

DRAWING CONTENTS
BASEMENT LIGHTING PLAN

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2102
DWG. NO.	E3

FRONT RIGHT VIEW
SCALE: NTS

FRONT LEFT VIEW
SCALE: NTS

BACK RIGHT VEW
SCALE: NTS

BACK LEFT VIEW
SCALE: NTS

zipkithomes.com

REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	EXTERIOR PERSPECTIVE VIEWS	A-3

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TITLE SHEET FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

SHEET INDEX

SHEET	DESCRIPTION
C1	TITLE SHEET
C2	PHASING PLAN
C3	OVERALL SITE PLAN
C4–C6	SITE PLAN
C7–C9	WATER AND SEWER PLAN
C10	GAS AND PHONE PLAN
C11–C14	GRADING PLANS
C15–C17	TBC ELEVATIONS PLANS
C18–C20	SECTIONAL VIEW PLANS
C21	FULL SITE ELECTRICAL PLAN
PP1–PP22	PLAN AND PROFILE SHEETS
DT1–DT11	DETAIL SHEETS

CONTACT INFORMATION

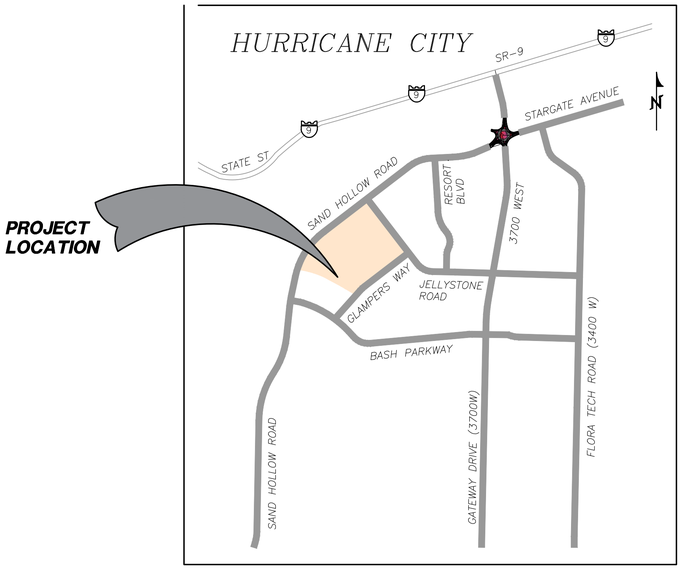
OWNER	SCOTT NIELSON	(435) 229–1673
PUBLIC WORKS DEPARTMENT	MIKE VERCIMAK	(435) 635–2811 EXT 1
STREETS DEPARTMENT	WESTON WALKER	(435) 668–6509
ASH CREEK SEWER DISTRICT	AMBER GILLETTE	(435) 668–2348 EXT 110
WATER DEPARTMENT	KORY WRIGHT	(435) 632–9442
CENTURYLINK	DALE PATRICK	(435) 535–3249
TDS TELECOM	MATT BRANN	(435) 817–0180
DOMINION ENERGY	JACOB BOZARTH	(435) 231–9971
PLANNING DEPARTMENT	STEPHEN NELSON	(435)–635–2811 EXT 118
DIXIE POWER	CHAD REYNOLDS	(435)–669–4270
FIRE DEPARTMENT	JOHN POSTERT	(435)–635–9562
PARKS DEPARTMENT	DARREN BARNEY	(435) 635–9665 OR (435) 668–9059
HURRICANE CITY ENGINEER DEPARTMENT	ARTHUR LEBARON	(435) 635–2811 EXT 113
WASHINGTON CO. WATER C.D.	RYAN NAY	(435) 773–3016
GIS	JOE RHODES	(435) 669–5471

HURRICANE CITY APPROVAL

GIS	DATE
PUBLIC WORKS DEPARTMENT	DATE
ASH CREEK SEWER DISTRICT	DATE
WATER DEPARTMENT	DATE
CENTURYLINK	DATE
TDS TELECOM	DATE
DOMINION ENERGY	DATE
PLANNING DEPARTMENT	DATE
POWER DEPARTMENT	DATE
FIRE DEPARTMENT	DATE
PARKS DEPARTMENT	DATE
HURRICANE CITY ENGINEER DEPARTMENT	DATE
WASHINGTON COUNTY WATER CONSERVANCY DISTRICT	DATE
STREET DEPARTMENT	DATE

OWNERS:

BLOW SAND LLC
2465 E 2000 S
SAINT GEORGE, UT 84790



VICINITY MAP
N.T.S.

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

TITLE SHEET FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N/A

JOB NO.
569-001

SHEET NO:
C1

TITLE PAGE

PHASING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- FENCE LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- SECTION MONUMENT
- PHASE LINE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- BEACH
- DOG PARK/GA-GA BALL
- WATER
- CONCRETE AREA
- PHASE 1
- PHASE 2
- PHASE 3
- PHASE 4

N
W E
S
100 0 100
SCALE IN FEET

FINAL SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- FENCE LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- SECTION MONUMENT
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- BEACH
- DOG PARK/GA-GA BALL
- WATER
- CONCRETE AREA
- PHASE LINE
- PAINTED ARROW

NUMBER OF SITES:

- 50 X 40 STALLS – 50
- 60 X 40 RV SITE – 83
- PULL THROUGH RV SITE – 83
- CABIN SITE – 34

TOTAL STALLS – 250

- 35' X 50' TOILET/SHOWER BUILDING
- 93' X 32' JUMPING PILLOW
- GOLF CART PARKING

NOTE: ANY FENCE INSTALLED AT THE ROADWAY MUST BE INSTALLED AT P.U.E.

UNITS KEYNOTES :

1. RESTAURANT BUILDING
2. 3 COMMERCIAL UNITS
3. MAD MOOSE RENTALS
4. COMFORT STATION (TOILETS/SHOWERS)
5. PICNIC PAVILLION
6. MAINTENANCE BUILDING
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. MAIN ENTRY/EXIT GUARD GATE
12. PROPOSED FENCE
13. MINING SLUICE
14. RV PARK SIGN
15. DUMPSTER
16. DOG PARK
17. BASKETBALL COURT
18. TENNIS COURT
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. BEACH VOLLYBALL COURT
22. JUMPING PILLOW
23. GA-GA BALL COURTS
24. 6' SIDEWALK
25. ADA PARKING & RAMP
26. SLIDING DOOR IN MAD MOOSE RENTALS
27. FLAGPOLE
28. PICKLEBALL COURTS

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	835.19'	1480.01'	824.15'	N37°29'08"E	32°19'59"
C2	28.58'	19.50'	26.09'	S79°29'04"E	83°57'41"
C3	32.51'	26.44'	30.50'	S2°06'22"W	70°26'24"
C4	123.67'	665.00'	123.49'	S47°11'53"W	10°39'18"
C5	609.40'	1591.44'	605.68'	N72°14'30"W	21°56'23"
C6	60.63'	1476.00'	60.63'	N20°07'17"E	2°21'13"

ADDITIONAL NOTES

ZONING PC: PLANNED COMMERCIAL (RV RESORT)
GC: GENERAL COMMERCIAL (STORAGE)

STORM WATER CAN BE LOCALLY DETAINED AND CONTROLLED USING SUB-TERRANIAN BASINS AT EACH CURB INLET.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE IS A WELL ON THIS PROPERTY. THERE IS NO SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

THERE ARE THREE RESTROOMS IN THE SITE ONE LOCATED NEXT TO PLAY AREA (INLCUDES 3 SINKS, 3 HOT SHOWERS, 3 TOILETS) AND ANOTHER IS LOCATED TO SOUTH OF PROPERTY WHICH HAS 2 SINKS, 2 HOT SHOWERS & 2 TOILETS.

ADDITIONAL PARKING STALL IS PROVIDED AT EACH RV PAD AND CABIN.

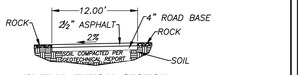
LAND USE SUMMARY

ADJACENT PARCEL USAGE:

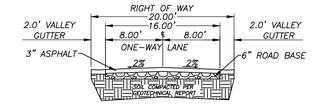
1. PARCELS SOUTHEAST TO THE SITE COME UNDER PC: THE LOT IS CURRENTLY VACANT.
2. PARCEL SOUTHWEST R1-6: RESIDENTIAL – 1 UNIT PER 6,000 SQ FT AND IS CURRENTLY VACANT
3. PARCELS NORTHEAST TO THE SITE COME UNDER R1-8: RESIDENTIAL – 1 UNIT PER 8,000 ACRE AND IS CURRENTLY VACANT.
4. PARCEL NORTHWEST TO THE SITE COMES UNDER PC: PLANNED COMMERCIAL WHERE THE DIAMOND ACADEMY IS LOCATED.

RV UNITS = 216
CABIN UNITS = 34
TOTAL UNIT = 250
TOTAL PROJECT AREA = 2,074,700 SQ. FT. (47.629 AC)
STANDARD PARKING STALLS DESIGNED = 203 TBD STALLS
TOTAL LANDSCAPE = 616,084 SQ. FT.
TOTAL DOG PARK AREA = 8,500 SQ. FT.
LAND USE = RECREATION VEHICLE PARK

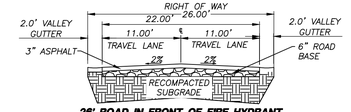
TOTAL GROSS ACREAGE:	2,136,491.56 SQ.FT
SQ.FT OF STREET R-O-W:	497,937.29 SQ.FT.
SQ.FT OF BUILDING FOOTPRINT:	22,799 SQ.FT.
NOS OF STANDARD PARKING SPACES:	203
NOS OF GOLF PARKING SPACES:	186



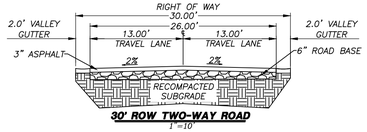
12' TRAIL TYPICAL SECTION
1"=10'



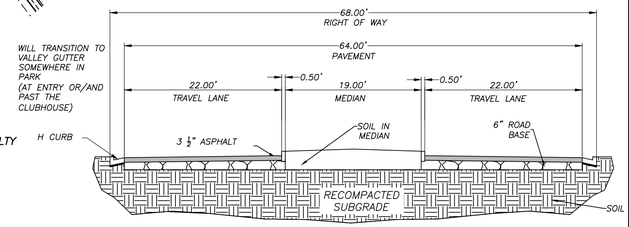
20' ROW ONE-WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



68' GLAMPERS IN ENTRY ROAD
1"=10'

SITE PLAN KEYNOTES :

31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' STANDARD CURB & GUTTER (TYPE HB30-7)
37. INSTALL NEW 12' TRAIL
38. INSTALL NEW 5' SIDEWALK
39. INSTALL NEW ADA RAMPS
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB

LEGAL DESCRIPTION

Legal Description

COMMENCING AT THE THENCE N88°51'50"W 2171.24 FEET; TO THE POINT OF BEGINNING

BEGINNING AT A POINT LOCATED (BEARING) ALONG THE SECTION LINE (XXX) FEET (DIRECTION) FROM THE (QUARTER CORNER) OF SECTION (XX), TOWNSHIP 40 S WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTHEASTERLY ALONG THE NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1480.01 FEET (ARING OF S68°40'52"E, A DISTANCE OF 835.19 FEET, THROUGH A CENTRAL A (LONG CHORD BEARS: N37°29'08"E 824.15 FEET); THENCE N52°29'51"E 9 N61°57'35"E 33.46 FEET; THENCE N52°32'17"E 153.04 FEET; TH NG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS O A RADIAL BEARING OF S31°27'55"E, A DISTANCE OF 28.58 FEET, THR ANGLE OF 83°57'41" (LONG CHORD BEARS: S79°29'04"E 26.09 FE 05'E 1211.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF A NON-TAN C RIGHT, HAVING A RADIUS OF 26.44 FEET AND A RADIAL BEARING O ISTANCE OF 32.51 FEET, THROUGH A CENTRAL ANGLE OF 70°26'24" (LO 02'06'22"W 30.50 FEET); THENCE S52°31'29"W 527.62 FEET; THENCE / FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 665.00 FOOT RAD LEFT A DISTANCE OF 123.67 FEET, THROUGH A CENTRAL ANGLE OF 10°39' BEARS: S47°11'53"W 123.49 FEET); THENCE S41°47'04"W 162.12 FEET; W 143.71 FEET; THENCE N61°14'24"W 261.45 FEET; THENCE N61°18'40" HENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE DIUS OF 1591.44 FEET AND A RADIAL BEARING OF S28°43'42"W, A DISTANC , THROUGH A CENTRAL ANGLE OF 21°56'23" (LONG CHORD BEARS: N72°14'3 THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE ING A RADIUS OF 1476.00 FEET AND A RADIAL BEARING OF S71°03'20"E, A 3 FEET, THROUGH A CENTRAL ANGLE OF 02°21'13" (LONG CHORD BEARS: FEET); THENCE NORTHERLY ALONG THE ARC OF A 0.00 FOOT RADIUS COMP HE RIGHT (LONG CHORD BEARS: N00°00'00"E 0.00 FEET), CENTER P O'E THROUGH A CENTRAL ANGLE OF 192°50'21" A DISTANCE OF 0.00 FEE INT OF BEGINNING. AREA CONTAINS 2074691 SQUARE FEET OR 47.628 ACRES.

For Jeff – Please update

FINAL SITE PLAN

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

PROVALUE ENGINEERING

No. 191090 KARL BRADLEY RASMUSSEN 10/4/22

FINAL SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=100'
JOB NO. 569-001
SHEET NO. C3

SITE PLAN - 1 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- FENCE LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- PHASE LINE
- PAINTED ARROW

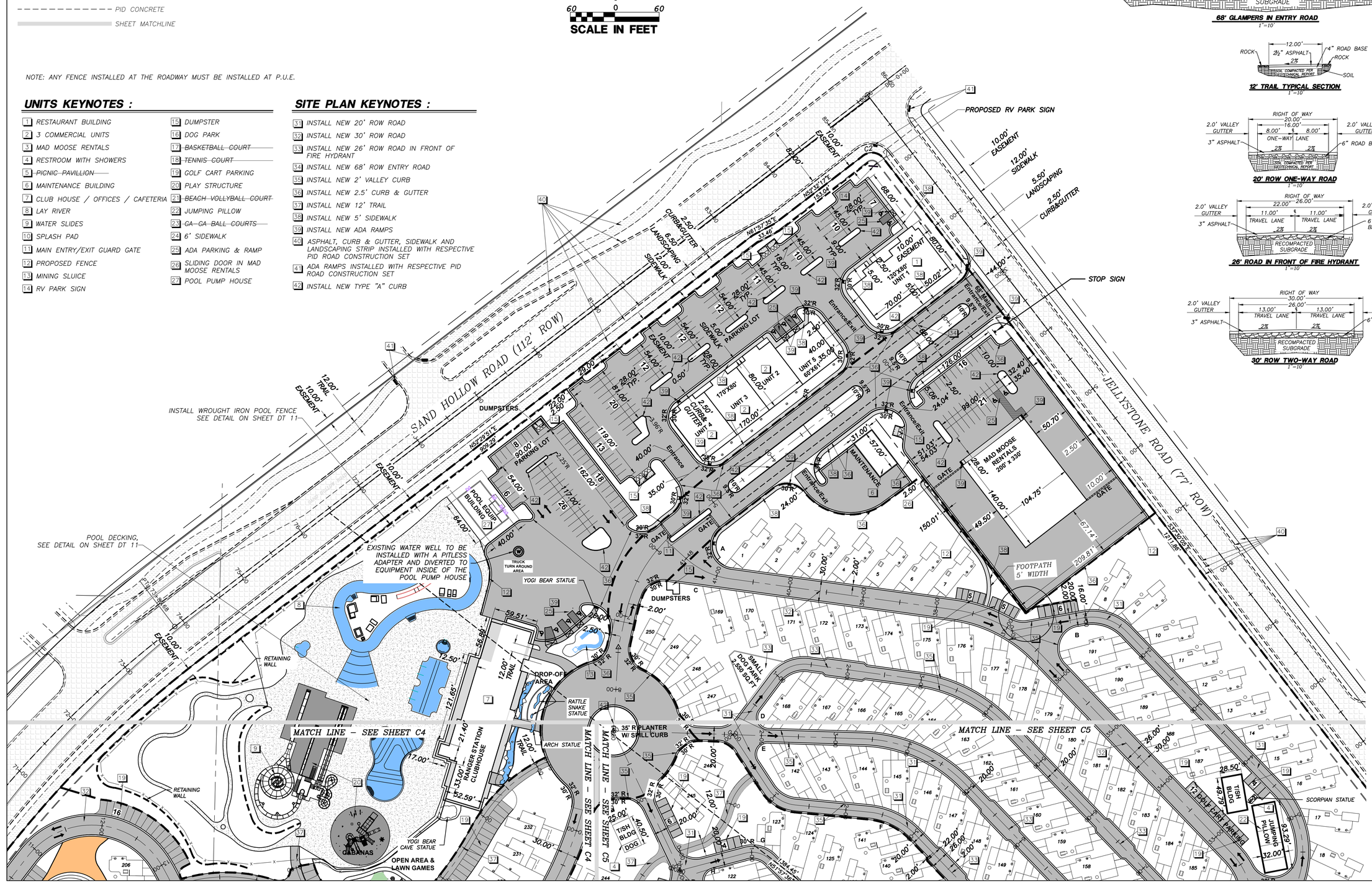
NOTE: ANY FENCE INSTALLED AT THE ROADWAY MUST BE INSTALLED AT P.U.E.

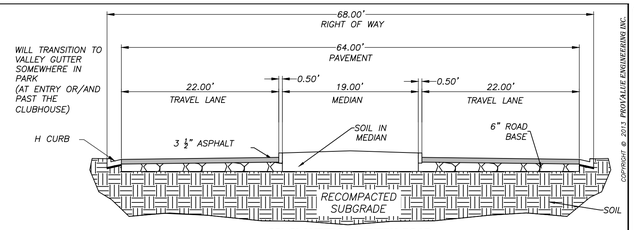
UNITS KEYNOTES :

1. RESTAURANT BUILDING
2. 3 COMMERCIAL UNITS
3. MAD MOOSE RENTALS
4. RESTROOM WITH SHOWERS
5. ~~PICNIC PAVILLION~~
6. MAINTENANCE BUILDING
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. MAIN ENTRY/EXIT GUARD GATE
12. PROPOSED FENCE
13. MINING SLUICE
14. RV PARK SIGN
15. DUMPSTER
16. DOG PARK
17. ~~BASKETBALL COURT~~
18. ~~TENNIS COURT~~
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. ~~BEACH VOLLYBALL COURT~~
22. JUMPING PILLOW
23. ~~CA-CA BALL COURTS~~
24. 6' SIDEWALK
25. ADA PARKING & RAMP
26. SLIDING DOOR IN MAD MOOSE RENTALS
27. POOL PUMP HOUSE

SITE PLAN KEYNOTES :

31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' CURB & GUTTER
37. INSTALL NEW 12' TRAIL
38. INSTALL NEW 5' SIDEWALK
39. INSTALL NEW ADA RAMPS
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB

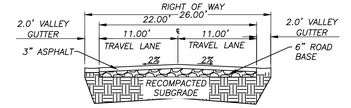




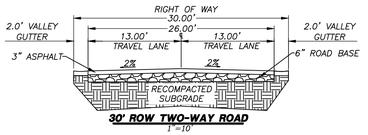
68' GLAMPERS IN ENTRY ROAD
1"=10'

12' TRAIL TYPICAL SECTION
1"=10'

20' ROW ONE-WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
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Hurricane City, Utah 84737
Phone: (435) 668-8307

STRUCTURAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

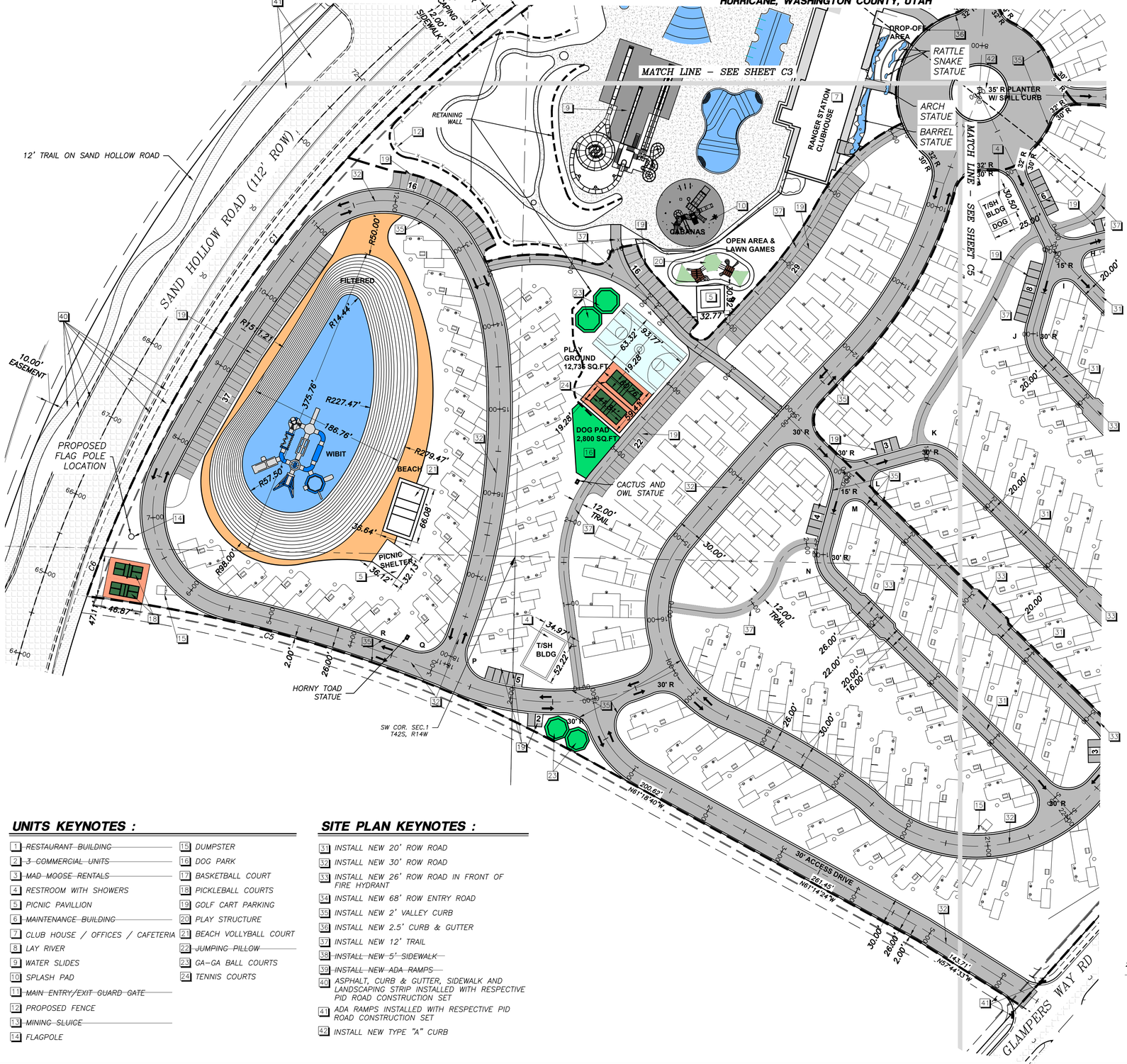
JOB NO.
569-001

SHEET NO:
C4

SITE PLAN

SITE PLAN - 2 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- WATER
- BEACH/SAND
- PHASE LINE
- PAINTED ARROW

N / W / E / S

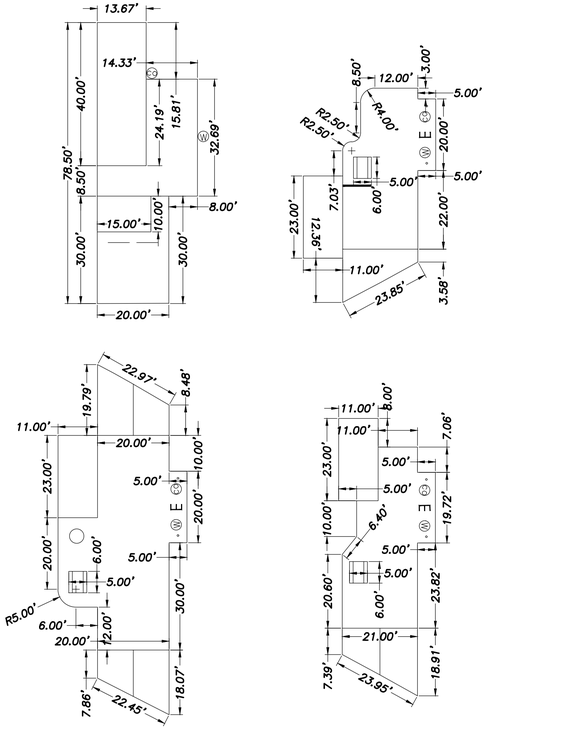
60 0 60
SCALE IN FEET

UNITS KEYNOTES :

1. ~~RESTAURANT BUILDING~~
2. ~~3 COMMERCIAL UNITS~~
3. ~~MAD MOOSE RENTALS~~
4. RESTROOM WITH SHOWERS
5. PICNIC PAVILLION
6. ~~MAINTENANCE BUILDING~~
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. ~~MAIN ENTRY/EXIT GUARD GATE~~
12. PROPOSED FENCE
13. ~~MINING SLUICE~~
14. FLAGPOLE
15. DUMPSTER
16. DOG PARK
17. BASKETBALL COURT
18. PICKLEBALL COURTS
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. BEACH VOLLYBALL COURT
22. ~~JUMPING PILLOW~~
23. GA-GA BALL COURTS
24. TENNIS COURTS

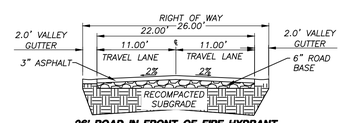
SITE PLAN KEYNOTES :

31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' CURB & GUTTER
37. INSTALL NEW 12' TRAIL
38. ~~INSTALL NEW 5' SIDEWALK~~
39. ~~INSTALL NEW ADA RAMPS~~
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB

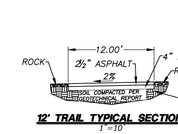


TYPICAL RV PAD DIMENSIONS

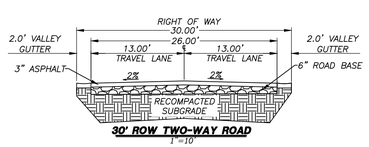
SCALE: 1"=20'



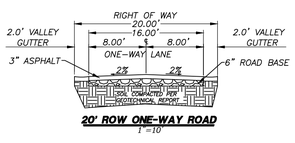
26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



12' TRAIL TYPICAL SECTION
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



20' ROW ONE-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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Hurricane City, Utah 84737
Phone: (435) 668-8507

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

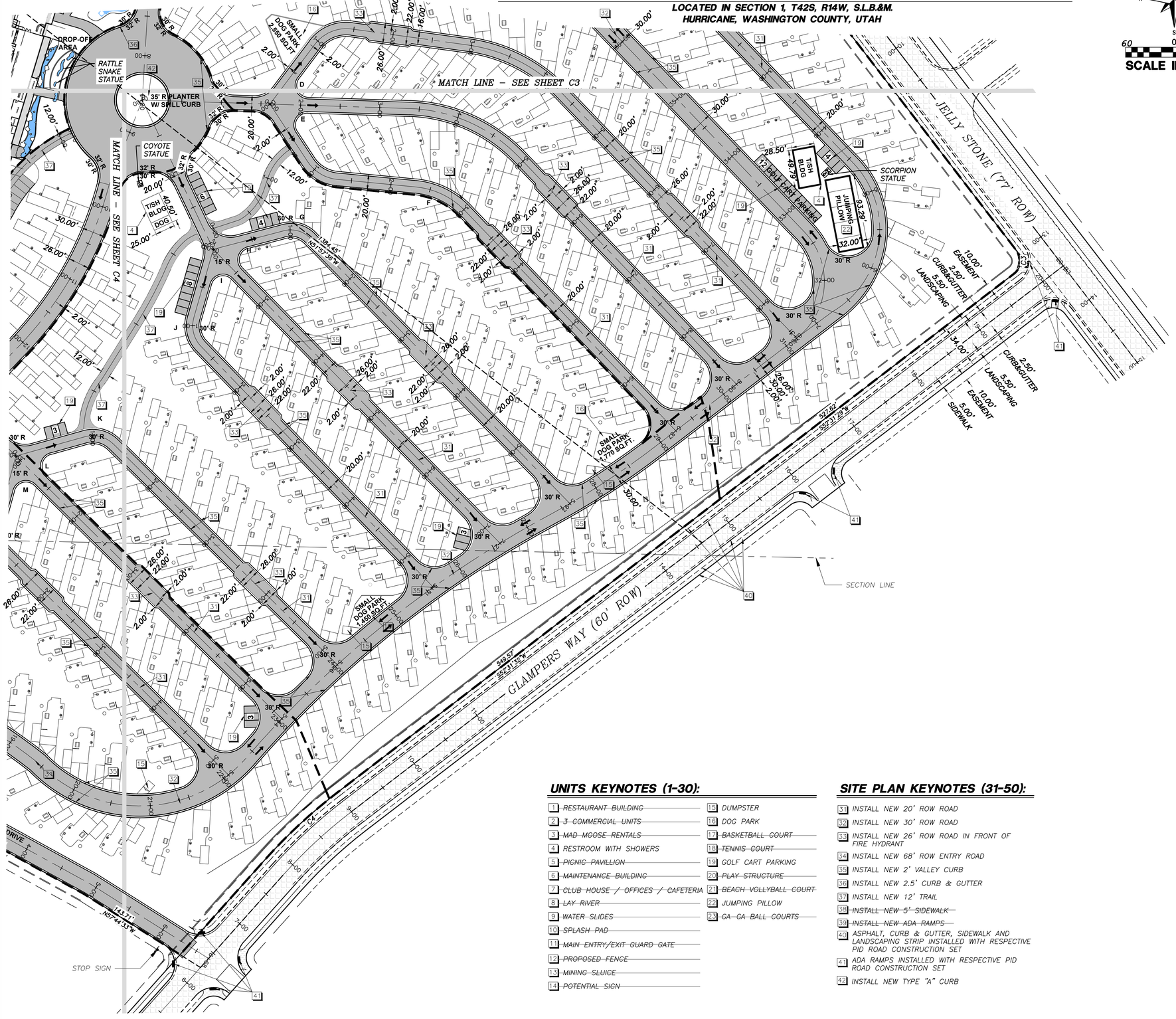
JOB NO.
569-001

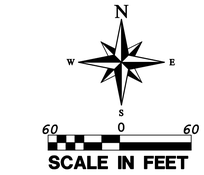
SHEET NO:
C5

SITE PLAN

SITE PLAN - 3 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH





SCALE IN FEET

LEGEND

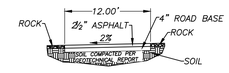
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- CURB & GUTTER ON PID ROADS
- EASEMENT
- PROPOSED PAVEMENT
- PID AT SAND HOLLOW GATEWAY ROADS
- SIDEWALK AT PID ROADS
- MATCHLINE
- PID CONCRETE
- PHASE LINE
- PAINTED ARROW

UNITS KEYNOTES (1-30):

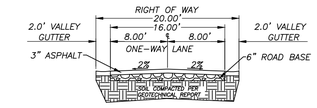
1. RESTAURANT BUILDING
2. 3 COMMERCIAL UNITS
3. MAD MOOSE RENTALS
4. RESTROOM WITH SHOWERS
5. PICNIC PAVILLION
6. MAINTENANCE BUILDING
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. MAIN ENTRY/EXIT GUARD GATE
12. PROPOSED FENCE
13. MINING SLUICE
14. POTENTIAL SIGN
15. DUMPSTER
16. DOG PARK
17. BASKETBALL COURT
18. TENNIS COURT
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. BEACH VOLLYBALL COURT
22. JUMPING PILLOW
23. GA GA BALL COURTS

SITE PLAN KEYNOTES (31-50):

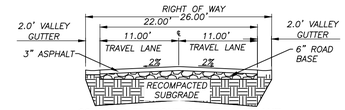
31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' CURB & GUTTER
37. INSTALL NEW 12' TRAIL
38. INSTALL NEW 5' SIDEWALK
39. INSTALL NEW ADA RAMPS
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB



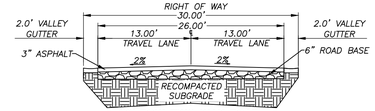
12' TRAIL TYPICAL SECTION
1"=10'



20' ROW ONE-WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8567

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C6

SITE PLAN

SEWER AND WATER PLAN 1 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED WATER LINE, SIZE SHOWN
- PROPOSED IRRIGATION LINE, SIZE SHOWN
- PROPOSED SEWER PIPE, SIZE SHOWN
- PHASE LINE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- PROPOSED FIRE HYDRANT
- 3 WAY WATER VALVE
- PROPOSED METER
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- SEWER CLEANOUT
- SHUTOFF VALVE

NOTE:-THE SEWER LEAVING ONTO SAND HOLLOW ROAD WILL BE INSTALLED PRIOR TO THE COMPLETION OF PHASE 1 AND REFER TO THE SAND HOLLOW ROADWAY PLAN SET.

N / W / E / S

60 0 60
SCALE IN FEET

ASH CREEK SEWER NOTES:

1. SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL DISTRICT (DISTRICT) CONSTRUCTION STANDARD.
2. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
3. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A PDF AND A 2'X3' PLAN SHEET DRAWING OF RECORD TO THE DISTRICT. THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE OF PROPERTY LINE TO THE SEWER LATERAL MARKER, ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTHS.
4. THE CONTRACTOR WILL BE RESPONSIBLE TO CLEAN AND TEST THE SEWER LINES AFTER ALL UTILITIES HAVE BEEN INSTALLED BUT PRIOR TO ASPHALT PLACEMENT. THE FOLLOWING TESTS WILL NEED TO BE COMPLETED BY THE CONTRACTOR; MANDREL TEST, AIR TEST AND CLOSED-CIRCUIT CAMERA INSPECTION. CAMERA INSPECTION IF PROVIDED BYTHE DISTRICT CAN BE SCHEDULED WITH THE DISTRICT REPRESENTATIVE. TUESDAYS OR THURSDAYS ARE GENERALLY WHEN THE DISTRICT CAN PERFORM THIS CAMERA WORK.
5. DURING CONSTRUCTION ALL SEWER LINES NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.

CITY WATER NOTES:

1. ALL WATERLINE WORKS MUST BE INSTALLED BY A LICENSED AND INSURED CONTRACTOR THAT IS APPROVED BY ALL WATERLINE WORKS MUST BE INSTALLED BY A LICENSED AND INSURED CONTRACTOR THAT IS APPROVED BY HURRICANE CITY.
2. ALL CONSTRUCTION SHALL CONFORM TO THE "HURRICANE CITY STANDARD SPECIFICATIONS FOR DESIGN AND ALL CONSTRUCTION SHALL CONFORM TO THE "HURRICANE CITY STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "INTERNATIONAL BUILDING CODE" LATEST EDITION AS ADMINISTERED BY HURRICANE CITY.
3. CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION.
4. THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACK FLOW PER THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACK FLOW PER THE "INTERNATIONAL PLUMBING CODE (IPC)" SECTION 608.16.5 AND FOR FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4.
5. ALL BACK FLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE ALL BACK FLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE HURRICANE CITY BACK FLOW ORDINANCE (TITLE 8 CHAPTER 3).
6. THRUST RESTRAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS. USE MEGA-LUG ON THE THRUST RESTRAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS. USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK OR JOINT RESTRAINT GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE. NO CONCRETE THRUST BLOCKS ARE ALLOWED WITHOUT WATER DEPARTMENT APPROVAL.
7. ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6" OVER ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6" OVER CUT FROM EDGE OF THE TRENCH LINE ON EACH SIDE OF THE TRENCH.
8. CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR UN-USED STUB LINES THAT WILL BE ABANDONED.
9. ANY CHANGE MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE HURRICANE CITY ANY CHANGE MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE HURRICANE CITY WATER SERVICES DEPARTMENT.
10. ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. EXTENSIONS WILL NOT BE ALLOWED. ALL NEW FIRE HYDRANTS SHALL BE INSTALLED AT THE CORRECT HEIGHT. EXTENSIONS WILL NOT BE ALLOWED.
11. INTERRUPTION OF EXISTING WATER SERVICE WHILE MAKING CONNECTIONS TO EXISTING WATER MAINS SHALL INTERRUPTION OF EXISTING WATER SERVICE WHILE MAKING CONNECTIONS TO EXISTING WATER MAINS SHALL NOT BE ALLOWED WITHOUT SPECIAL APPROVAL OF THE CITY. A MINIMUM OF 48 HOURS NOTICE TO THE CITY SHALL BE REQUIRED BEFORE MAKING CONNECTIONS. CONNECTIONS TO THE EXITING INFRASTRUCTURE SHALL BE DONE DURING THE TIME OF LEAST INCONVENIENCE TO CUSTOMERS OF EXISTING SYSTEM. INTERRUPTIONS OF SERVICE SHALL BE LIMITED TO LESS THAN FOUR (4) HOURS PER 24 HOUR PERIOD. CONTRACTOR SHALL NOTIFY ALL CUSTOMERS WHO WILL BE AFFECTED BY SERVICE INTERRUPTION AT LEAST 24 HOURS PRIOR TO THE INTERRUPTIONS OF SERVICE.
12. TEMPORARY CONSTRUCTION WATER MAY BE OBTAINED FROM AN EXISTING FIRE HYDRANT BY MAKING TEMPORARY CONSTRUCTION WATER MAY BE OBTAINED FROM AN EXISTING FIRE HYDRANT BY MAKING APPLICATION AT THE HURRICANE CITY WATER SERVICES DEPARTMENT OFFICE. UNAUTHORIZED CONNECTIONS TO THE CITY'S WATER SYSTEM IS A VIOLATION AND SUBJECT TO LEGAL ACTION.
13. THE EXISTENCE AND LOCATION OF WATER FACILITIES SHOWN ON THE CONSTRUCTION DRAWINGS WERE OBTAINED THE EXISTENCE AND LOCATION OF WATER FACILITIES SHOWN ON THE CONSTRUCTION DRAWINGS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. TO THE BEST OF THE DESIGN ENGINEER'S KNOWLEDGE, THE EXISTING WATER FACILITIES ARE AS SHOWN ON THE PLANS. HURRICANE CITY SHALL NOT BE HELD RESPONSIBLE FOR ANY ERROR IN THE LOCATION AND ELEVATION OF THE EXISTING WATER FACILITIES.

HURRICANE VALLEY FIRE DISTRICT NOTES:

1. PLACEMENT OF FIRE HYDRANTS MUST MEET IFC-2012
2. BURNING OF CONSTRUCTION MATERIAL OR DEBRIS IS STRICTLY PROHIBITED.
3. CONSTRUCTION OF ROADS MUST BE COMPLETE WITH ALL WEATHER SURFACE BEFORE HOMES ARE PERMITTED TO BE BUILT.

NOTE: THIS WILL BE A PRIVATE SEWER SYSTEM IN THE RESORT AREA AND THE OWNER WILL PROVIDE A PRIVATE SEWER AGREEMENT TO THE DISTRICT.

CONSTRUCTION KEYNOTES

SEWER :

1 EXISTING SEWER MANHOLE TO BE ABANDONED
2 EXISTING SEWER MAIN TO BE ABANDONED
3 INSTALL NEW SEWER MANHOLE (SIZE SHOWN)
4 INSTALL NEW SEWER MAIN (SIZE SHOWN)
5 INSTALL 4" SEWER CLEANOUT AND SERVICE LATERAL
6 CONNECT TO SEWER STUB TO BE INSTALLED IN SANDHOLLOW ROAD
7 SEWER MANHOLE TO BE INSTALLED AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
8 SEWER MAIN TO BE INSTALLED AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
9 PROPOSED SEWER GREASE INTERCEPTOR

WATER :

21 INSTALL NEW FIRE HYDRANT AND 6" VALVE ASSEMBLY PER HURRICANE CITY STANDARDS
22 INSTALL NEW 8"ø PVC WATERLINE FOR FIRE HYDRANTS
23 INSTALL NEW 4"ø PVC WATERLINE FOR RV PADS/CABIN/T-SH BUILDING
24 INSTALL NEW 3-WAY VALVE ON 8"ø PVC WATERLINE
25 INSTALL NEW 3-WAY VALVE ON 4"ø PVC WATERLINE
26 INSTALL NEW 3/4" WATER SERVICE LATERAL
27 CONNECT TO WATER STUB TO BE INSTALLED IN JELLYSTONE ROAD
28 12"ø WATERLINE AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
29 8"ø WATERLINE AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
30 FIRE HYDRANT AND 6" VALVE ASSEMBLY AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
31 FIRE HYDRANT AND 6" VALVE ASSEMBLY AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
32 3-WAY VALVE AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
33 3-WAY VALVE AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
34 INSTALL 3" WATER METER
35 EXISTING WATER WELL TO BE INSTALLED WITH A PITLESS ADAPTER AND DIVERTED TO EQUIPMENT INSIDE OF THE POOL PUMP HOUSE
~~36~~ ~~DIG DOWN AND TURN OFF CORK STOP TO ABANDON WATER METER~~
37 INSTALL NEW 8"ø DUCTILE WATERLINE UP TO VALVE PAST 3" WATER METER SERVING THE RV PARK
38 3/4" WATER METER
39 INSTALL NEW 6"ø WATER VALVE
40 INSTALL NEW FDC

IRRIGATION :

51 INSTALL NEW 4"ø IRRIGATION LINE
52 10"ø IRRIGATION LINE AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
53 6"ø IRRIGATION LINE AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET

Know what's below. Call 811 before you dig.
811 BLUE STAKES OF UTAH UTAH NOTIFICATION CENTER, INC.

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PRO VALUE ENGINEERING

No. 191090 KARL BRADLEY RASMUSSEN 10/4/22

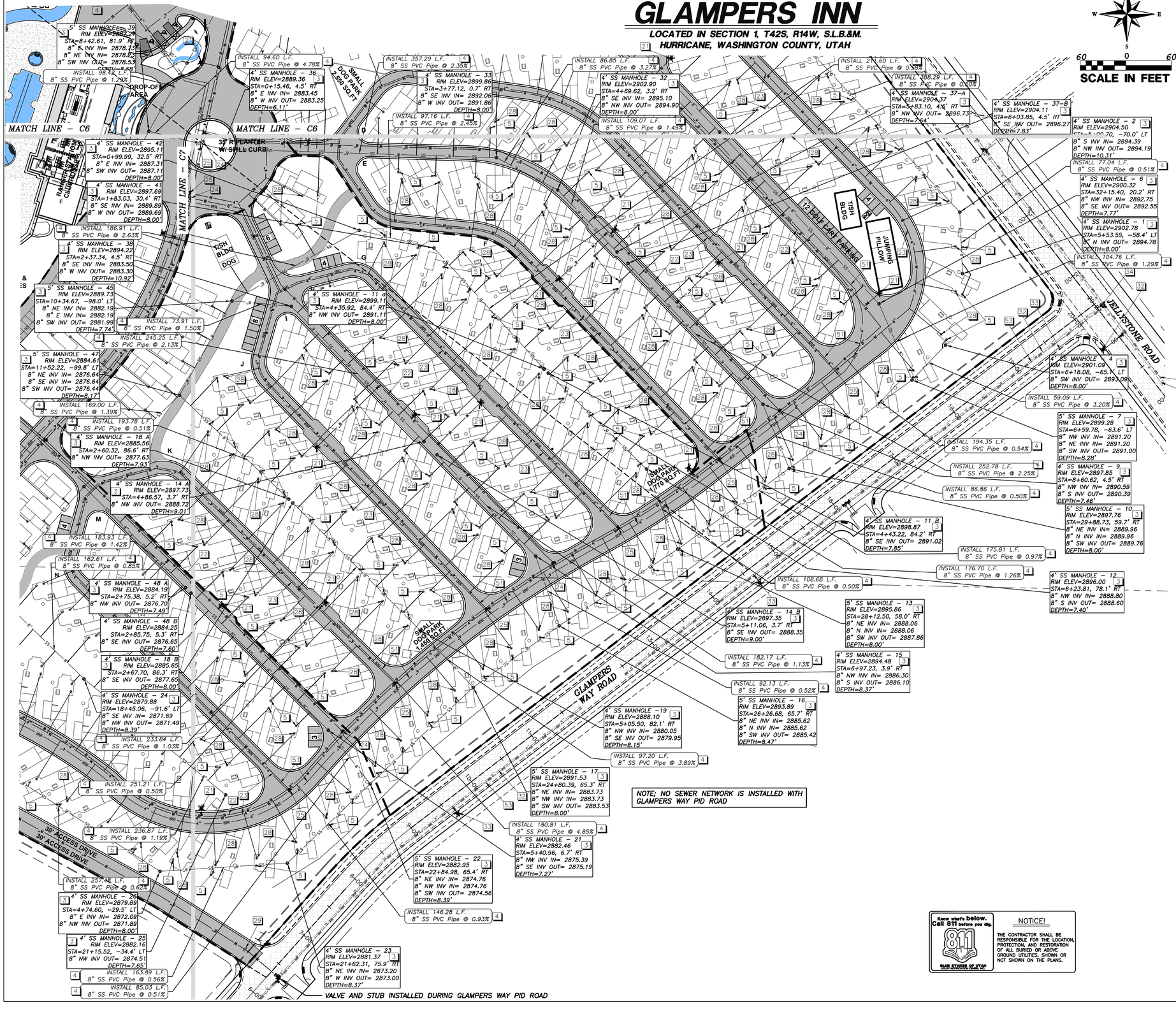
SEWER AND WATER PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, SLB.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'
JOB NO. 569-001
SHEET NO: C7

SEWER AND WATER PLAN

SEWER AND WATER PLAN FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT
- PROPOSED CURB
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED WATER LINE, SIZE SHOWN
- PROPOSED IRRIGATION LINE, SIZE SHOWN
- PROPOSED SEWER PIPE, SIZE SHOWN
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- PROPOSED FIRE HYDRANT
- 3 WAY WATER VALVE
- PROPOSED WATER METER
- PROPOSED SEWER MANHOLE
- SEWER CLEANOUT
- SHUTOFF VALVE
- PHASE LINE

NOTE: THIS WILL BE A PRIVATE SEWER SYSTEM IN THE RESORT AREA AND THE OWNER WILL PROVIDE A PRIVATE SEWER AGREEMENT TO THE DISTRICT.

CONSTRUCTION KEYNOTES

SEWER (1-20):

1. EXISTING SEWER MANHOLE TO BE ABANDONED
2. EXISTING SEWER MAIN TO BE ABANDONED
3. INSTALL NEW SEWER MANHOLE (SIZE SHOWN)
4. INSTALL NEW SEWER MAIN (SIZE SHOWN)
5. INSTALL 4" SEWER CLEANOUT AND SERVICE LATERAL

WATER (21-50):

21. INSTALL NEW FIRE HYDRANT AND 6" VALVE ASSEMBLY PER HURRICANE CITY STANDARDS
22. INSTALL NEW 8"ø PVC WATERLINE FOR FIRE HYDRANT
23. INSTALL NEW 4"ø PVC WATERLINE FOR RV PADS/CABIN/T–SH BUILDING
24. INSTALL NEW 3–WAY VALVE ON 8"ø PVC WATERLINE
25. INSTALL NEW 3–WAY VALVE ON 4"ø PVC WATERLINE
26. INSTALL NEW 4–WAY VALVE ON 8"ø PVC WATERLINE
27. INSTALL NEW 4–WAY VALVE ON 4"ø PVC WATERLINE
28. INSTALL NEW WATER METER FOR 1/2" WATER SERVICE LATERAL & METER
29. CONNECT TO WATER STUB TO BE INSTALLED IN GLAMPERS WAY ROAD
30. 8"ø WATERLINE AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
31. 8"ø WATERLINE AS PER GLAMPERS WAY ROAD CONSTRUCTION DESIGN SET
32. FIRE HYDRANT AND 6" VALVE ASSEMBLY AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
33. FIRE HYDRANT AND 6" VALVE ASSEMBLY AS PER GLAMPERS WAY ROAD CONSTRUCTION DESIGN SET
34. 3–WAY VALVE AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
35. 3–WAY VALVE AS PER GLAMPERS WAY ROAD CONSTRUCTION DESIGN SET
36. ~~INSTALL 3" WATER METER~~

IRRIGATION (51-60):

51. INSTALL NEW 4"ø IRRIGATION LINE
52. 6"ø IRRIGATION LINE AS PER JELLYSTONE ROAD CONSTRUCTION DESIGN SET
53. 6"ø IRRIGATION LINE AS PER GLAMPERS WAY ROAD CONSTRUCTION DESIGN SET

Know what's below. Call 811 before you dig.
811 BLUE STAKES OF UTAH UTAH NOTIFICATION CENTER, INC.

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PRO VALUE ENGINEERING

STRUCTURAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

SEWER AND WATER PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'
JOB NO. 569-00
SHEET NO: C9

SEWER AND WATER PLAN

Know what's below. Call 811 before you dig.

811 BLUE STAKES OF UTAH UTAH-IOWA/CMR, INC.

NOTICE!

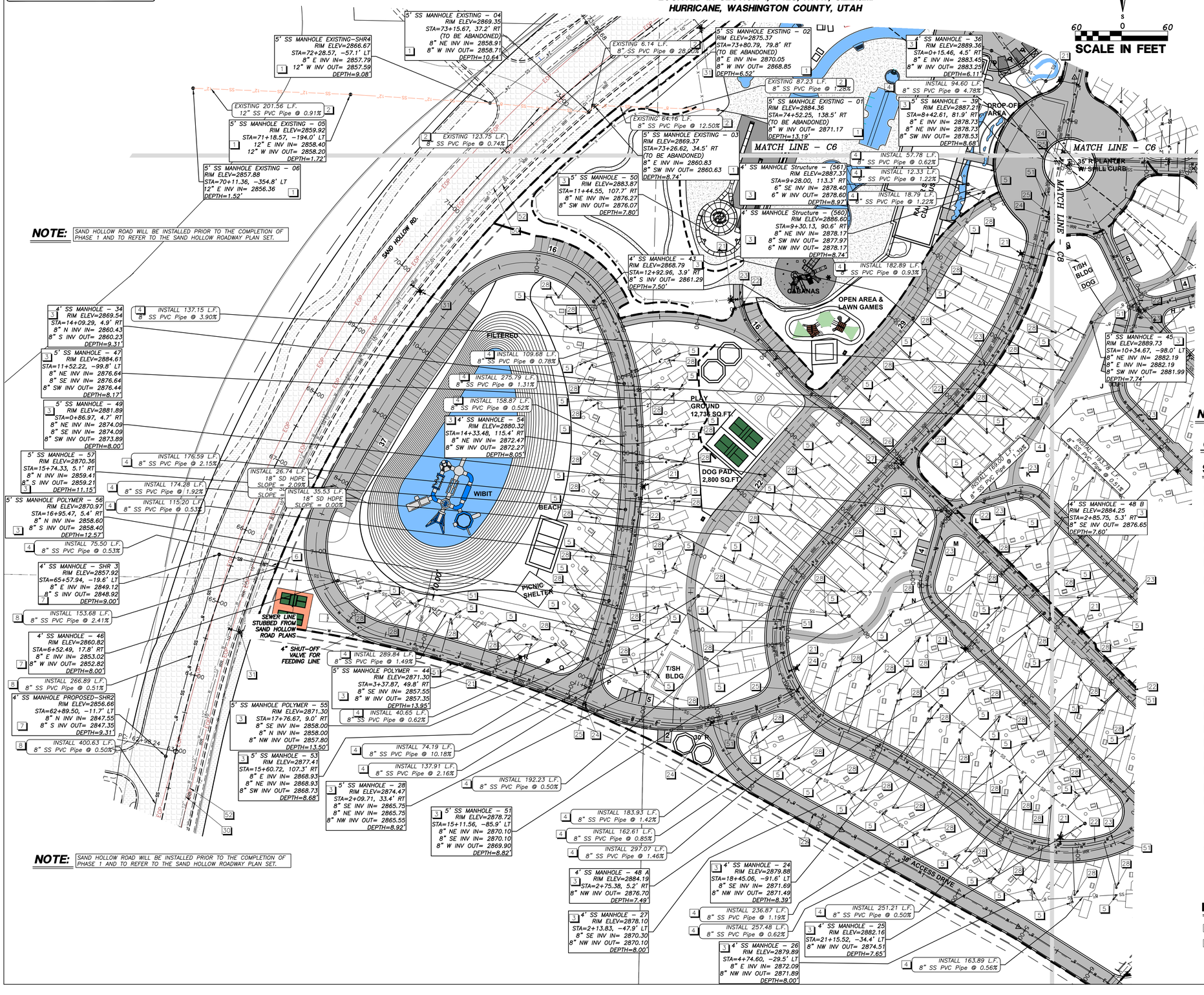
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

SEWER AND WATER PLAN 2 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

N W E S

60 0 60
SCALE IN FEET



NOTE: SAND HOLLOW ROAD WILL BE INSTALLED PRIOR TO THE COMPLETION OF PHASE 1 AND TO REFER TO THE SAND HOLLOW ROADWAY PLAN SET.

NOTE: SAND HOLLOW ROAD WILL BE INSTALLED PRIOR TO THE COMPLETION OF PHASE 1 AND TO REFER TO THE SAND HOLLOW ROADWAY PLAN SET.

NOTE: THIS WILL BE A PRIVATE SEWER SYSTEM IN THE RESORT AREA AND THE OWNER WILL PROVIDE A PRIVATE SEWER AGREEMENT TO THE DISTRICT.

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED WATER LINE, SIZE SHOWN
- PROPOSED IRRIGATION LINE, SIZE SHOWN
- PROPOSED SEWER PIPE, SIZE SHOWN
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- PROPOSED FIRE HYDRANT
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED WATER METER
- EXISTING SEWER MANHOLE
- PROPOSED SEWER MANHOLE
- SEWER CLEANOUT
- SHUTOFF VALVE
- PHASE LINE

CONSTRUCTION KEYNOTES

SEWER (1-20):

1. EXISTING SEWER MANHOLE TO BE ABANDONED
2. EXISTING SEWER MAIN TO BE ABANDONED
3. INSTALL NEW SEWER MANHOLE (SIZE SHOWN)
4. INSTALL NEW SEWER MAIN (SIZE SHOWN)
5. INSTALL 4" SEWER CLEANOUT AND SERVICE LATERAL
6. CONNECT TO SEWER STUB TO BE INSTALLED IN SANDHOLLOW ROAD
7. SEWER MANHOLE TO BE INSTALLED AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
8. SEWER MAIN TO BE INSTALLED AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
9. PROPOSED 1000 GALLON SEWER GREASE INTERCEPTOR

WATER (21-50):

21. INSTALL NEW FIRE HYDRANT AND 6" VALVE ASSEMBLY PER HURRICANE CITY STANDARDS
22. INSTALL NEW 8"ø PVC WATERLINE FOR FIRE HYDRANT
23. INSTALL NEW 4"ø PVC WATERLINE FOR RV PADS/CABIN/T-SH BUILDING
24. INSTALL NEW 3-WAY VALVE ON 8"ø PVC WATERLINE
25. INSTALL NEW 3-WAY VALVE ON 4"ø PVC WATERLINE
26. INSTALL NEW 4-WAY VALVE ON 8"ø PVC WATERLINE
27. INSTALL NEW 4-WAY VALVE ON 4"ø PVC WATERLINE
28. INSTALL NEW WATER METER FOR 1/2" WATER SERVICE LATERAL & METER
29. CONNECT TO WATER STUB TO BE INSTALLED IN SANDHOLLOW ROAD
30. 12"ø WATERLINE AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
31. FIRE HYDRANT AND 6" VALVE ASSEMBLY AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET
32. ~~INSTALL CONCRETE THRUST BLOCK~~
33. ~~DIG DOWN AND TURN OFF CORK STOP TO ABANDON WATER METER~~

IRRIGATION (51-60):

51. INSTALL NEW 4"ø IRRIGATION LINE
52. 10"ø IRRIGATION LINE AS PER SANDHOLLOW ROAD CONSTRUCTION DESIGN SET

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Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

No. 191090 KARL BRADLEY RASMUSSEN 10/4/22 STATE OF UTAH

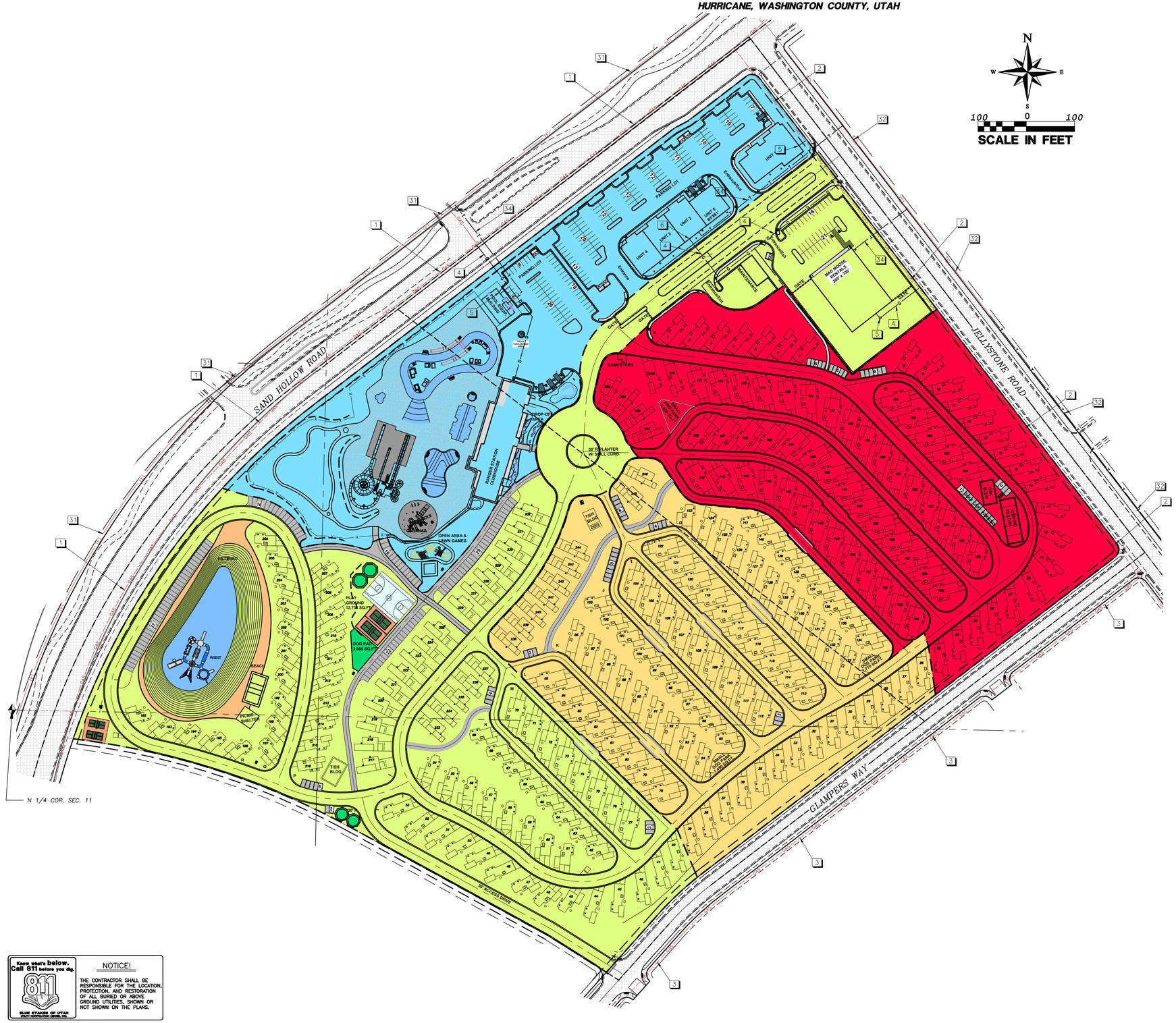
SEWER AND WATER PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'
JOB NO. 569-001
SHEET NO: C8

SEWER AND WATER PLAN

GAS AND PHONE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- GAS — GAS — GAS MAIN AS PER PID ROAD CONSTRUCTION SET
- TEL — GAS MAIN AS PER PID ROAD CONSTRUCTION SET
- G — G — G PROPOSED GAS MAIN
- T — T — T PROPOSED COMMUNICATION LINE
- PROPOSED RETAINING WALL
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- WATER
- BEACH/SAND
- GA-GA BALL COURT/DOG PARK
- PHASE LINE

CONSTRUCTION KEYNOTES:

GAS (1-30):

1. EXISTING GAS LINE ON SAND HOLLOW RD.
2. GAS LINE INSTALLED WITH JELLY STONE RD. CONSTRUCTION PLAN
3. GAS LINE INSTALLED WITH GLAMPERS WAY RD. CONSTRUCTION PLAN
4. INSTALL NEW GAS LINE
5. INSTALL GAS METER
6. INSTALL THREE GAS METERS

COMMUNICATION (31-40):

31. COMMUNICATION INSTALLED WITH SAND HOLLOW RD. CONSTRUCTION PLAN
32. COMMUNICATION INSTALLED WITH JELLY STONE RD. CONSTRUCTION PLAN
33. COMMUNICATION INSTALLED WITH GLAMPERS WAY RD. CONSTRUCTION PLAN
34. INSTALL NEW COMMUNICATION LINE
35. INSTALL COMMUNICATION LINES TO CONTROL ROOM

CENTURYLINK PHONE NOTES

1. DEVELOPER TO PROVIDE ALL TRENCH AND CENTUYRLINK WILL PROVIDE 4" CONDUIT. CONTACT LUIS @ 435-632-6553 1 WEEK IN ADVANCE
2. INSIDE TERMINATION: DEVELOPER TO PROVIDE 4'X8' PLYWOOD BACKBOARD AND A #6 GROUND WIRE TO BUILDING NEUTRAL OUTSIDE TERMINATION: DEVELOPER TO PROVIDE 30" X 30"X10" WEATHERPROOF BOX AND A #6 GROUND WIRE TO BUILDING NEUTRAL.
3. CONTACT CENTURYLINK ENGINEER AT 385-479-7339 OR BRAXTON.PETERSON@LUMEN.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS.
4. ANY CENTURYLINK FACILITY RELOCATIONS ASSOCIATED WITH PROJECT WILL BE BILLABLE TO OWNER/DEVELOPER AND MUST BE SCHEDULED A MINIMUM OF 45 DAYS IN ADVANCE.

TDS BROADBAND NOTES:

1. THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT. ANY MODIFIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
2. TDS WILL PROVIDE CONDUITS. PLEASE CONTACT MATT AT (435-817-0180) AT LEAST 3 WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
3. ANY QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO MATT BRANN WITH TDS AT (435-817-0180)
4. RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR.
5. ANY MODIFICATIONS AFTER CONDUIT/CABLE PLACEMENT WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR. AS WILL DAMAGES CAUSED BY OTHER CONTRACTORS WORKING FOR THE DEVELOPER ON THIS PROJECT.

DOMINION ENERGY

1. DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. JAKE BOZARTH 435-231-9971.
2. DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT DEVELOPER'S EXPENSE.
3. IF CASINGS/CONDUITS ARE NEEDED, THEY ARE TO BE INSTALLED BY DEVELOPER AT THEIR COSTS. A MAP WILL BE AVAILABLE AT DOMINION ENERGY FOR CASING LOCATIONS (1155 E. 350 N., ST. GEORGE).
4. ALL OF THE 10' UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED, AT FULL 10' WIDTH, TO WITHIN 6 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. **NO RETAINING, ROCK, OR BLOCK WALLS MAY BE CONSTRUCTED ON/IN A PUE**. DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.**
5. ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
6. PROPERTY LOT LINES, BACK OF CURB AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
7. POWER, WATER, SEWER LINES, CULVERTS OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER.
8. FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF SERVICE TO THIS PROJECT.
9. CONTACT J.C. HALL (435-210-0729) AT LEAST TWO WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
10. ***IMPORTANT NOTICE*** GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED. STREETS ARE WITHIN 6" OF SUBGRADE AND THE 10' UTILITY EASEMENT IS GRADED TO THE TOP BACK OF CURB.
11. HIGH PRESSURE GAS NOTE: CONTRACTOR IS REQUIRED TO CALL HIGH PRESSURE DISPATCH AT (801) 324-3370, AT LEAST 48 HOURS IN ADVANCE BEFORE WORKING WITHIN 10 FEET OF A HP GAS LINE. THIS WILL SCHEDULE A DOMINION ENERGY HIGH PRESSURE INSPECTOR TO THE PROJECT SITE.

Know what's below. Call 811 before you dig.
811
BLUE STAKES OF UTAH
UTAH NOTIFICATION CENTER, INC.

NOTICE!

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REVISIONS

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

GAS AND PHONE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=100'

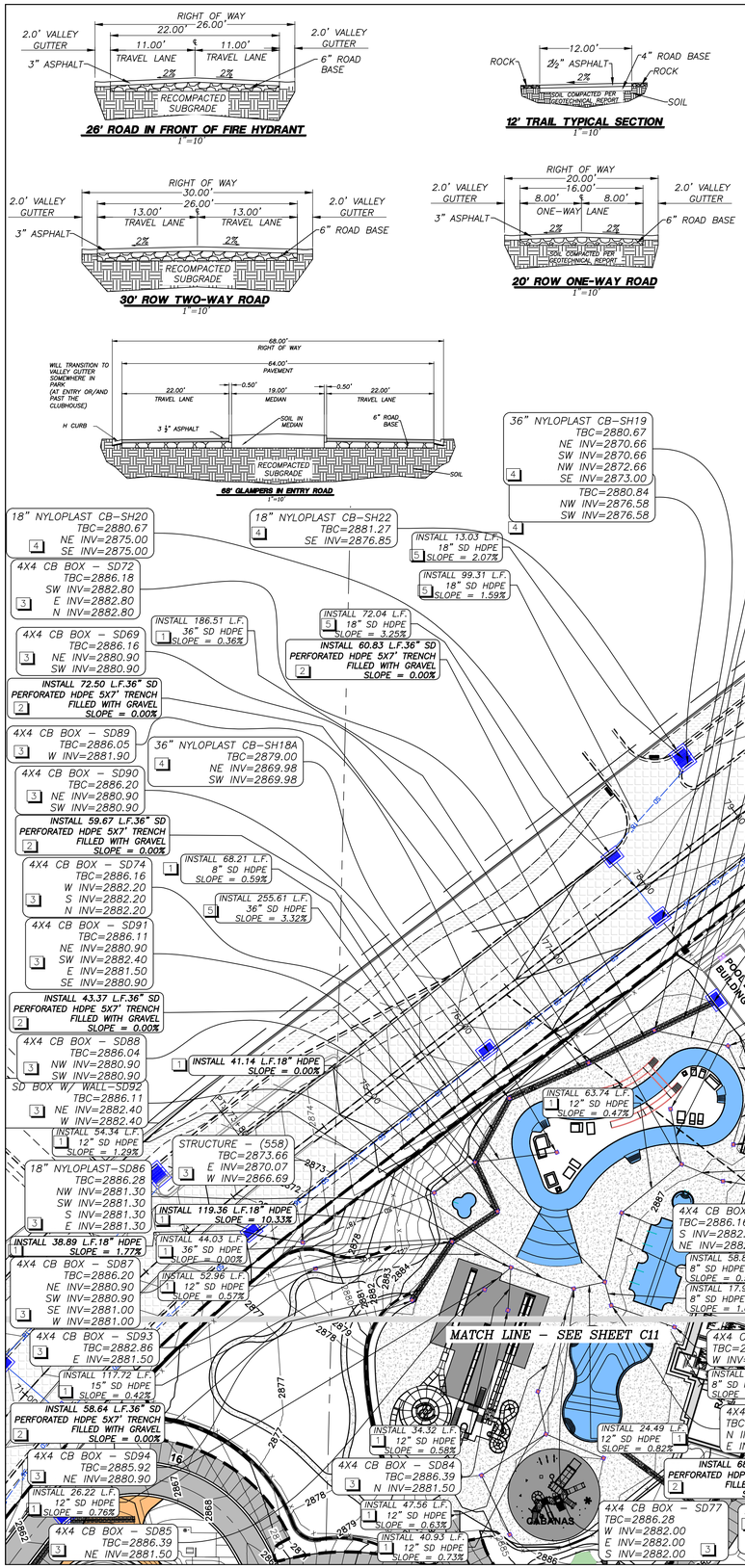
JOB NO.
569-001

SHEET NO:
C10

GAS AND PHONE PLAN

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH


26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'
12' TRAIL TYPICAL SECTION
1"=10'
30' ROW TWO-WAY ROAD
1"=10'
20' ROW ONE-WAY ROAD
1"=10'
68' GLAMPERS IN ENTRY ROAD
1"=10'

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EG vs FG	1.000	1.000	2575419 Sq. Ft.	126191.15 Cu. Yd.	77036.15 Cu. Yd.	49155.00 Cu. Yd.<Cut>
Totals			2575419 Sq. Ft.	126191.15 Cu. Yd.	77036.15 Cu. Yd.	49155.00 Cu. Yd.<Cut>

LEGEND

- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- STORM DRAIN PIPE
- 36" PERFORATED PIPE WITH GRAVEL
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK
- PROPOSED RETAINING WALL
- FINISHED CONTOUR ELEVATION LABEL
- EXISTING CONTOUR ELEVATION LABEL
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)
- CONCRETE AREA
- PHASE LINE

GRADING KEYNOTES:

1. INSTALL NEW STORM PIPE (TYPE AND SIZE SHOWN)
2. INSTALL NEW STORM PERFORATED PIPE WITH TRENCH FILLED WITH BEDROCK (TYPE AND SIZE SHOWN)
3. INSTALL NEW INLET BOX (TYPE AND SIZE SHOWN)
4. CURB INLET BOX INSTALLED WITH PID ROADS
5. STORM PIPE INSTALLED WITH PID ROADS

Know what's below. Call 811 before you dig.
811 BLUE STAKES OF UTAH

NOTICE!
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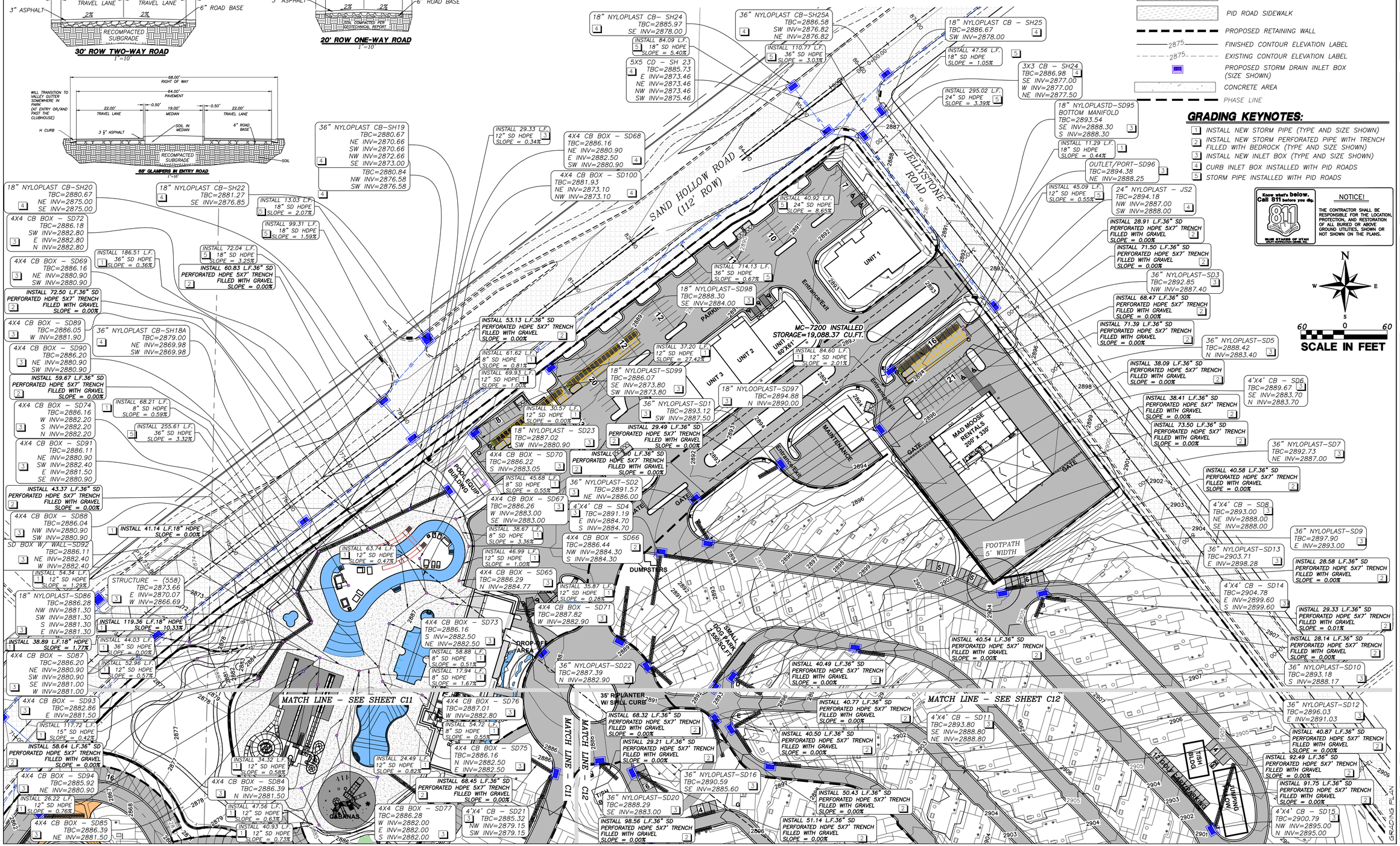

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Phone: (435) 668-8307

PROVALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C11

GRADING PLAN

Know what's below. Call 811 before you dig.

811 BLUE STAKES OF UTAH 1-800-662-4111

NOTICE!

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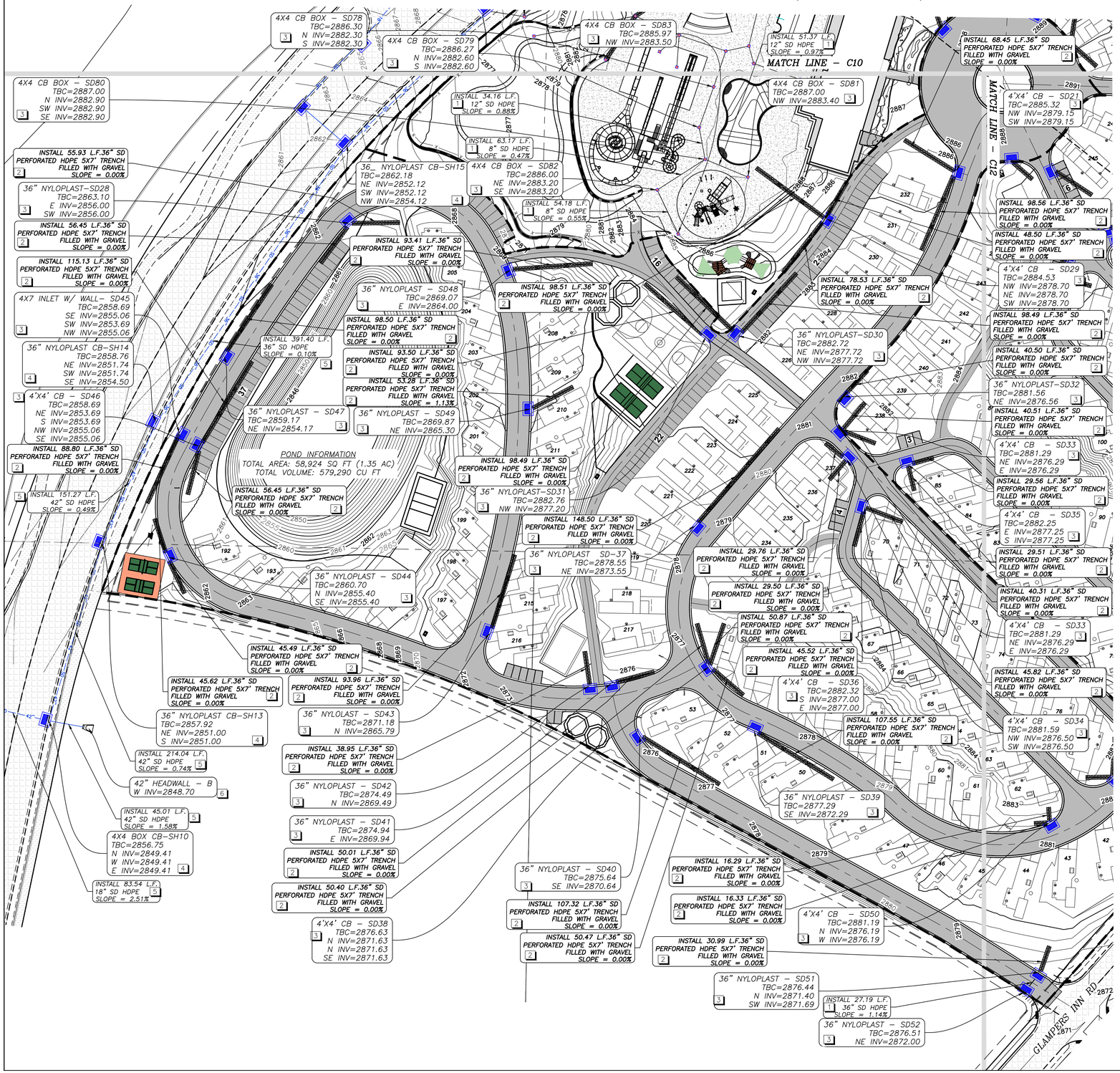
GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- SD — 36" — STORM DRAIN PIPE
- SD — 36" — 36" PERFORATED PIPE WITH GRAVEL
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK
- PROPOSED RETAINING WALL
- 2875 CONTOUR ELEVATION LABEL
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)
- CONCRETE AREA
- PHASE LINE

GRADING KEYNOTES

1. INSTALL NEW STORM PIPE (TYPE AND SIZE SHOWN)
2. INSTALL NEW STORM PERFORATED PIPE WITH TRENCH FILLED WITH BEDROCK (TYPE AND SIZE SHOWN)
3. INSTALL NEW INLET BOX (TYPE AND SIZE SHOWN)
4. CURB INLET BOX INSTALLED WITH SAND HOLLOW ROAD
5. STORM PIPE INSTALLED WITH SAND HOLLOW ROAD
6. METAL END SECTION INSTALLED WITH SAND HOLLOW ROAD

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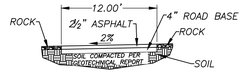
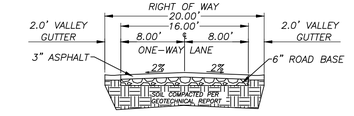
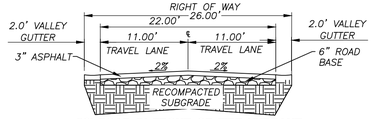
SCALE IN FEET



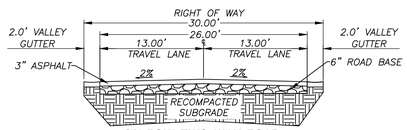
12' TRAIL TYPICAL SECTION
1"=10'



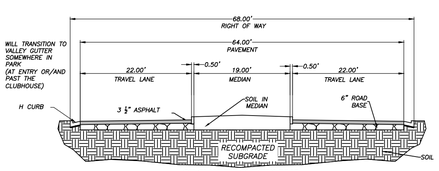
20' ROW ONE–WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO–WAY ROAD
1"=10'



68' GLAMPERS IN ENTRY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C12

GRADING PLAN

Know what's below. Call 811 before you dig.

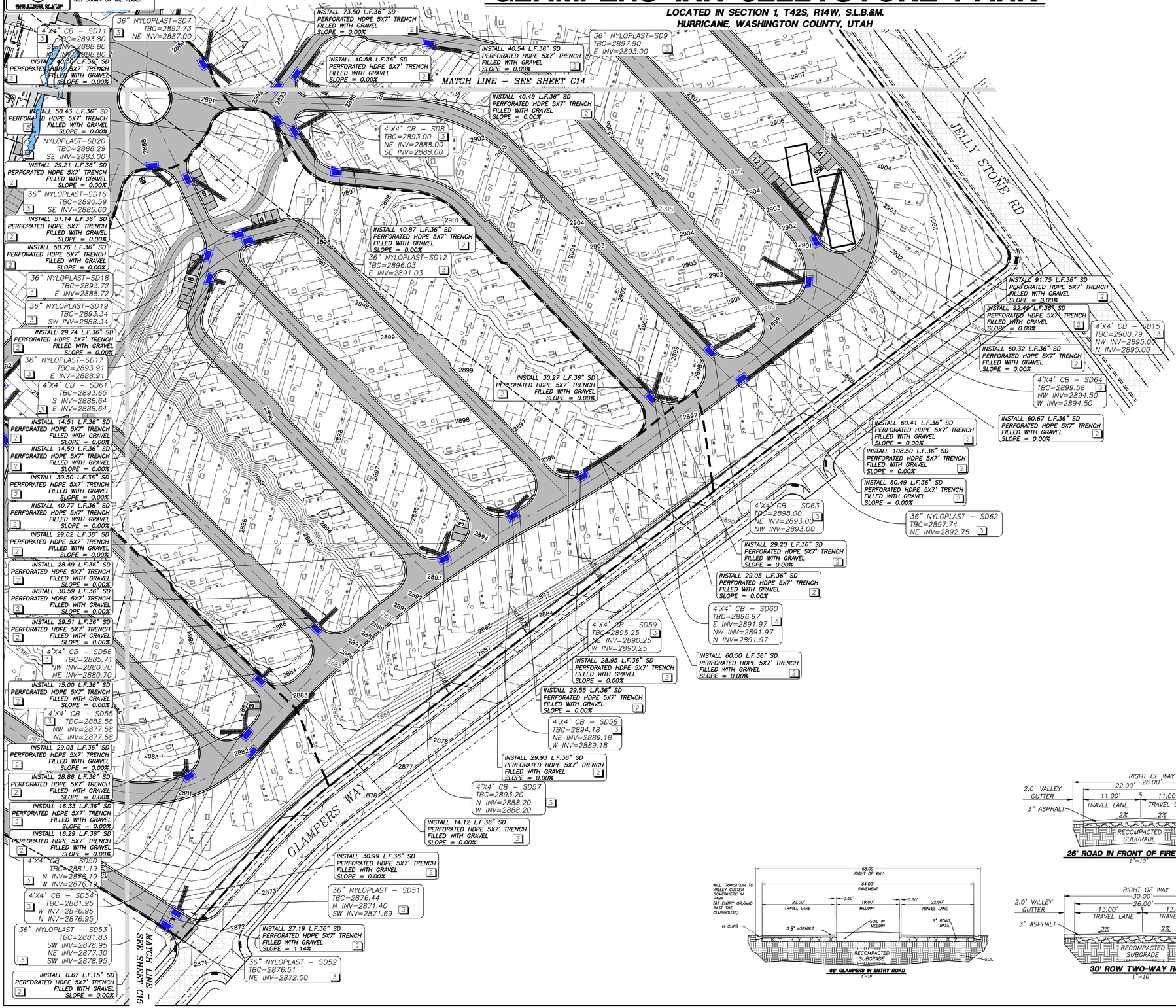
811 BLUE STAKES OF UTAH UTAH ASSOCIATION OF ENERGY, INC.

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

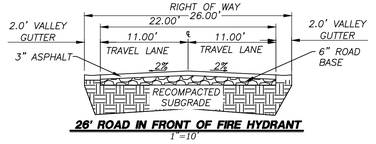


LEGEND

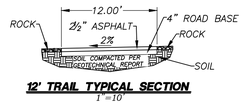
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- SD 36" PERFORATED PIPE WITH GRAVEL
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK
- 2875 PROPOSED CONTOUR ELEVATION LABEL
- 2875 EXISTING CONTOUR ELEVATION LABEL
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)
- PHASE LINE

GRADING KEYNOTES:

1. INSTALL NEW STORM PIPE (TYPE AND SIZE SHOWN)
2. INSTALL NEW STORM PERFORATED PIPE WITH TRENCH FILLED WITH BEDROCK (TYPE AND SIZE SHOWN)
3. INSTALL NEW INLET BOX (TYPE AND SIZE SHOWN)

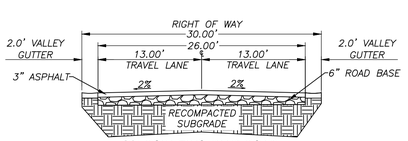


26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'

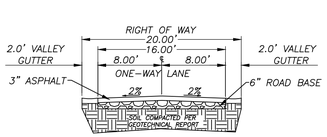


12' TRAIL TYPICAL SECTION
1"=10'

68' GLAMPERS IN ENTRY ROAD
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



20' ROW ONE-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8287

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C13

GRADING PLAN

Know what's below. Call 811 before you dig.

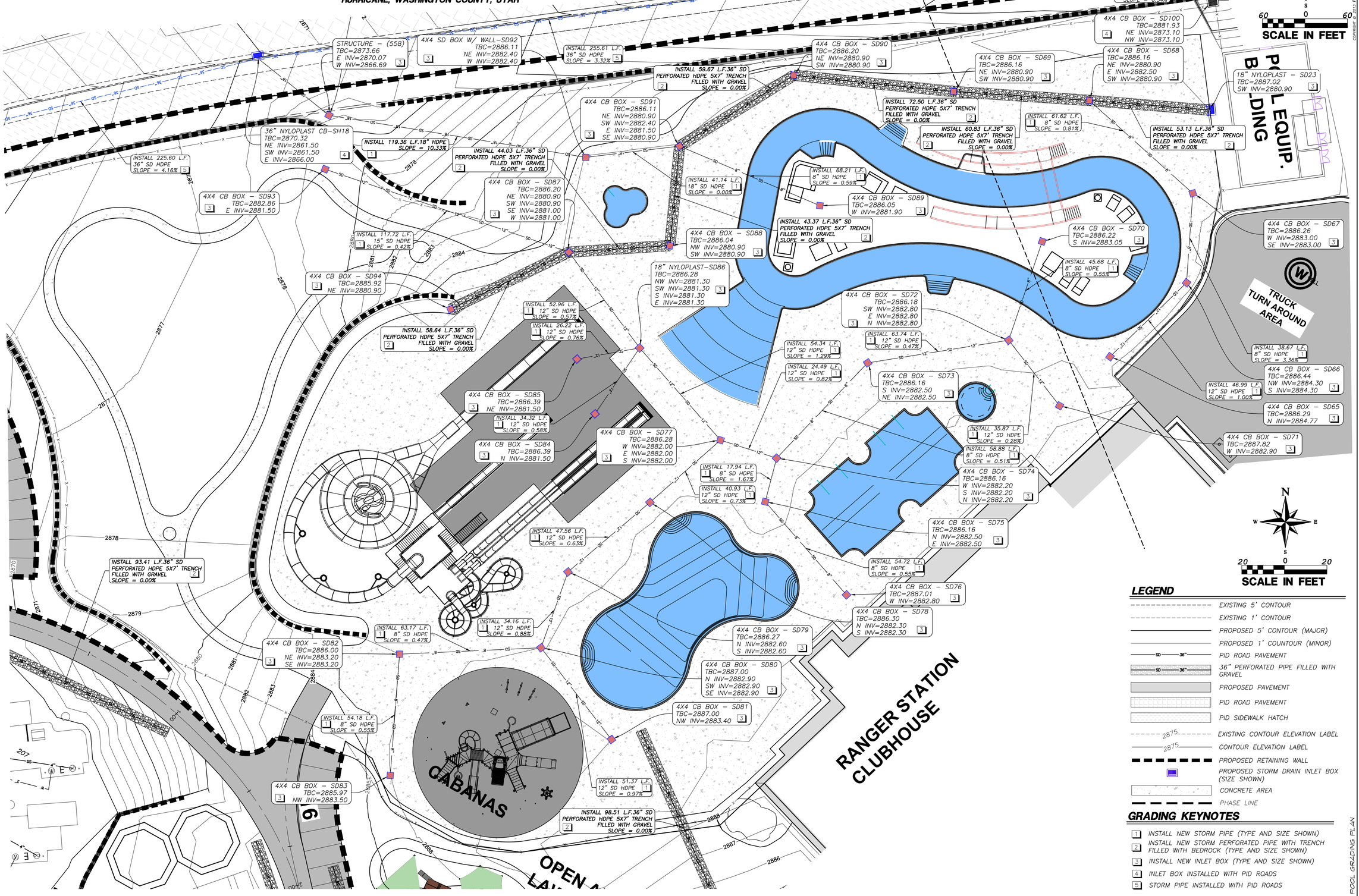
BLUE STAKES OF UTAH (UTAH ONE-CALL CENTER, INC.)

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- SD 36" PID ROAD PAVEMENT
- SD 36" 36" PERFORATED PIPE FILLED WITH GRAVEL
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PID SIDEWALK HATCH
- 2875 EXISTING CONTOUR ELEVATION LABEL
- 2875 CONTOUR ELEVATION LABEL
- PROPOSED RETAINING WALL
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)
- CONCRETE AREA
- PHASE LINE

GRADING KEYNOTES

1. INSTALL NEW STORM PIPE (TYPE AND SIZE SHOWN)
2. INSTALL NEW STORM PERFORATED PIPE WITH TRENCH FILLED WITH BEDROCK (TYPE AND SIZE SHOWN)
3. INSTALL NEW INLET BOX (TYPE AND SIZE SHOWN)
4. INLET BOX INSTALLED WITH PID ROADS
5. STORM PIPE INSTALLED WITH PID ROADS

POOL GRADING PLAN

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

POOL GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T.42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

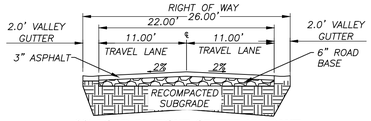
DATE: 10/03/2022
SCALE: 1"=20'

JOB NO.
569-001

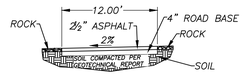
SHEET NO:
C14

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

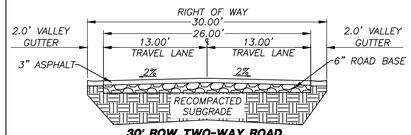
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



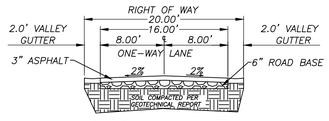
26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



12' TRAIL TYPICAL SECTION
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



20' ROW ONE-WAY ROAD
1"=10'

68' GLAMPERS IN ENTRY ROAD
1"=10'

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EGVSFG	1.000	1.000	2137686 Sq. Ft.	106668.48 Cu. Yd.	66402.21 Cu. Yd.	40266.26 Cu. Yd.<Cut>
Totals			2137686 Sq. Ft.	106668.48 Cu. Yd.	66402.21 Cu. Yd.	40266.26 Cu. Yd.<Cut>

LEGEND

- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- MATCH LINE
- PROPOSED PAVEMENT
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PID SIDEWALK HATCH
- 2875 CONTOUR ELEVATION LABEL
- TBC=2898.50 TBC ELEVATION LABEL
- TOW=2898.50 TOP OF RETAINING WALL ELEVATION LABEL
- BOW=2898.50 BOTTOM OF RETAINING WALL ELEVATION LABEL
- PHASE LINE

Know what's below. Call 811 before you dig.
811
BLUE STAKES OF UTAH
UTAH NEWS CONSULTING, INC.

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PROVALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

TBC ELEVATING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C15

TBC ELEVATING PLAN

Know what's below. Call 811 before you dig.

811 BLUE STAKES OF UTAH UTAH NOTIFICATION CENTER, INC.

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

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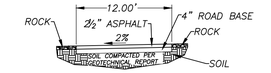
SCALE IN FEET

LEGEND

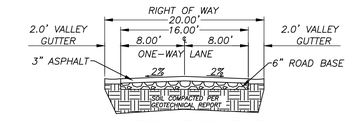
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- MATCH LINE
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PID SIDEWALK HATCH
- WATER
- 2875 CONTOUR ELEVATION LABEL
- TBC=2898.50 TBC ELEVATION LABEL
- TOW=2898.50 TOP OF RETAINING WALL ELEVATION LABEL
- BOW=2898.50 BOTTOM OF RETAINING WALL ELEVATION LABEL
- PHASE LINE

Cut/Fill Summary

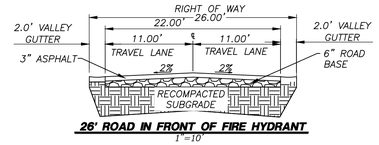
Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EGVSFG	1.000	1.000	2137686 Sq. Ft.	106668.48 Cu. Yd.	66402.21 Cu. Yd.	40266.26 Cu. Yd.<Cut>
Totals			2137686 Sq. Ft.	106668.48 Cu. Yd.	66402.21 Cu. Yd.	40266.26 Cu. Yd.<Cut>



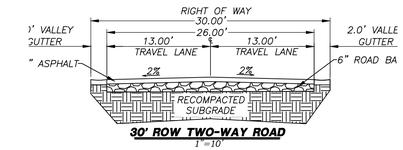
12' TRAIL TYPICAL SECTION
1"=10'



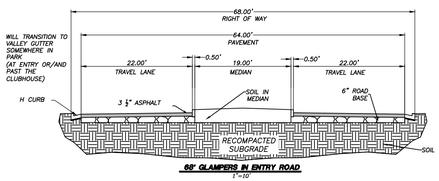
20' ROW ONE-WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



68' GLAMPERS IN ENTRY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8287

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

TBC ELEVATIONS PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C16

TBC ELEVATIONS PLAN

Know what's below. Call 811 before you dig.

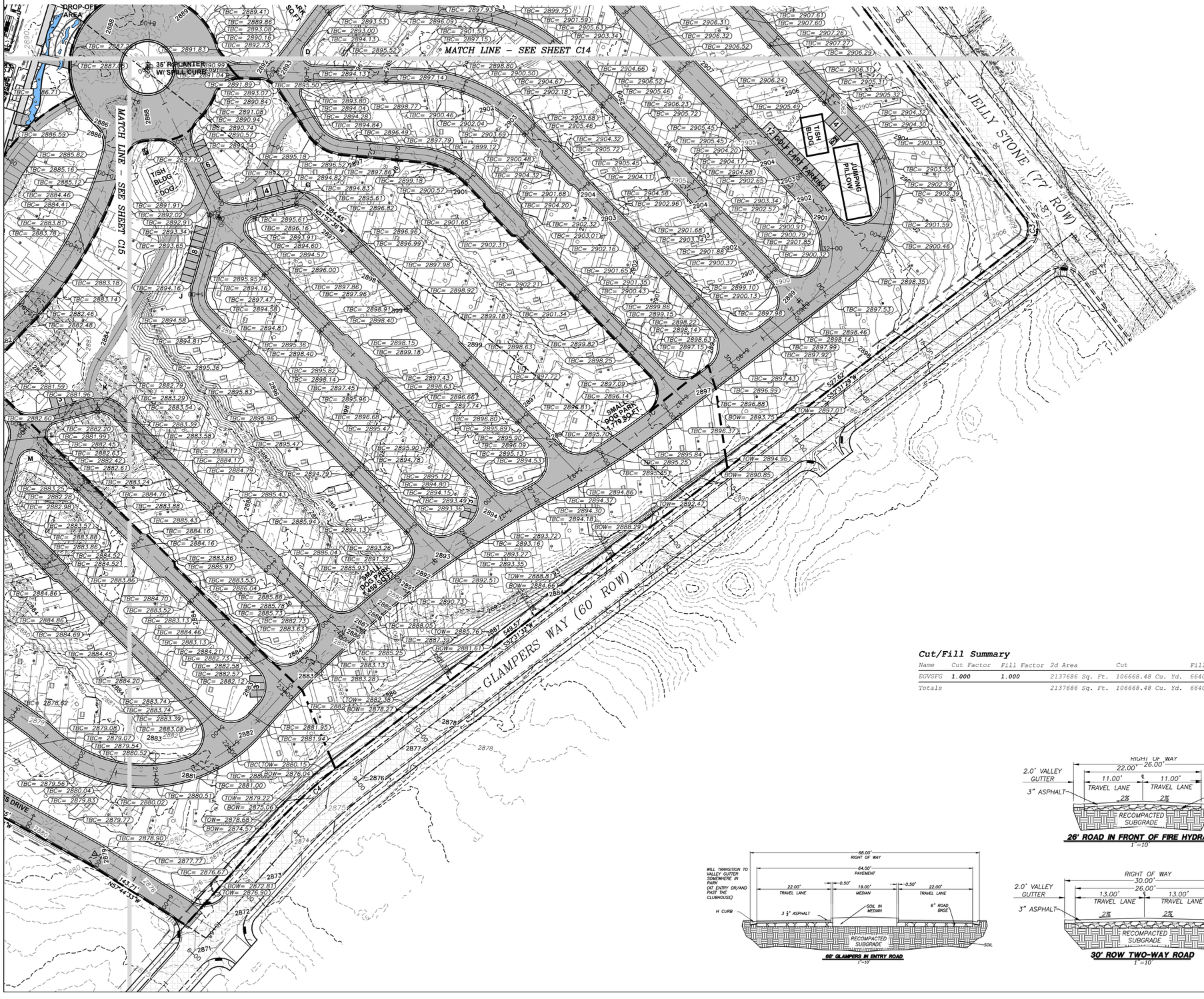
811 BLUE STAKES OF UTAH

NOTICE!

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.

GRADING PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



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SCALE IN FEET

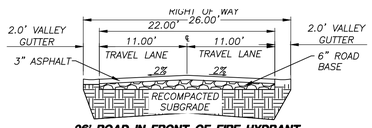
LEGEND

- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- MATCH LINE
- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- 2875 CONTOUR ELEVATION LABEL
- TBC=2898.50 TBC ELEVATION LABEL
- PHASE LINE
- PROPOSED WALL

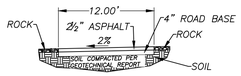
Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
EGVSFG	1.000	1.000	2137686 Sq. Ft.	106668.48 Cu. Yd.	66402.21 Cu. Yd.	40266.26 Cu. Yd.<Cut>
Totals			2137686 Sq. Ft.	106668.48 Cu. Yd.	66402.21 Cu. Yd.	40266.26 Cu. Yd.<Cut>

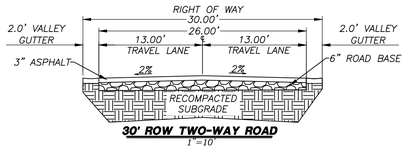
68' GLAMPERS IN ENTRY ROAD
1"=10'



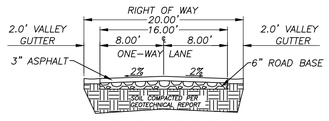
26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



12' TRAIL TYPICAL SECTION
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



20' ROW ONE-WAY ROAD
1"=10'

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REVISIONS

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PROVALUE ENGINEERING

PROFESSIONAL STRUCTURAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

TBC ELEVATIONS PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

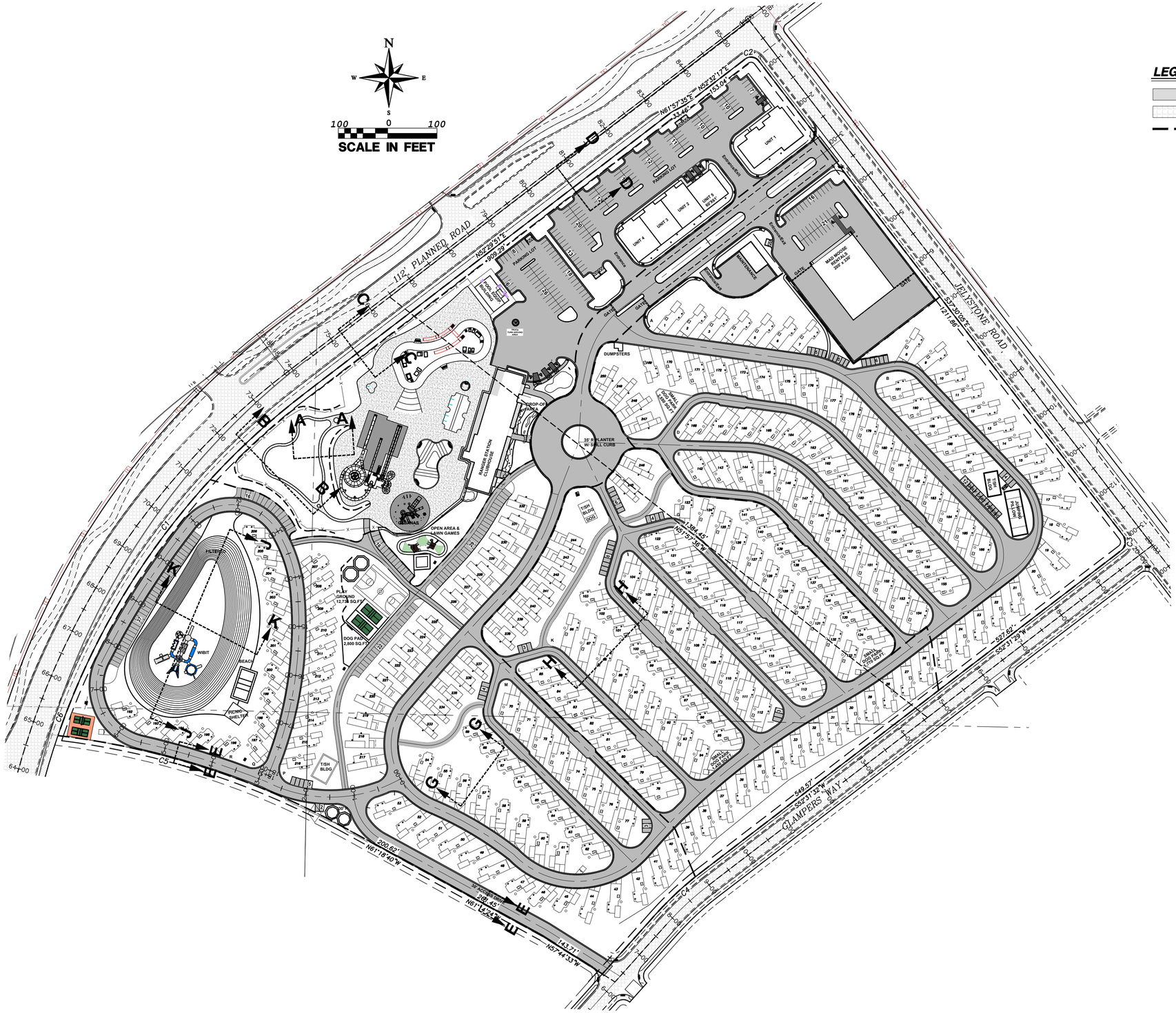
JOB NO.
569-001

SHEET NO:
C17

TBC ELEVATIONS PLAN

CROSS SECTION INDEX FOR
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPOSED PAVEMENT
- PID ROAD PAVEMENT
- PHASE LINE

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8601

CROSS SECTION INDEX FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=100'

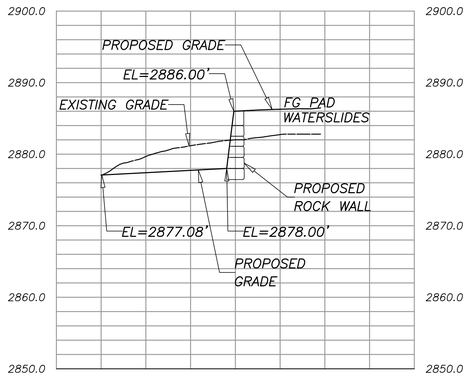
JOB NO.
569-001

SHEET NO.
C18

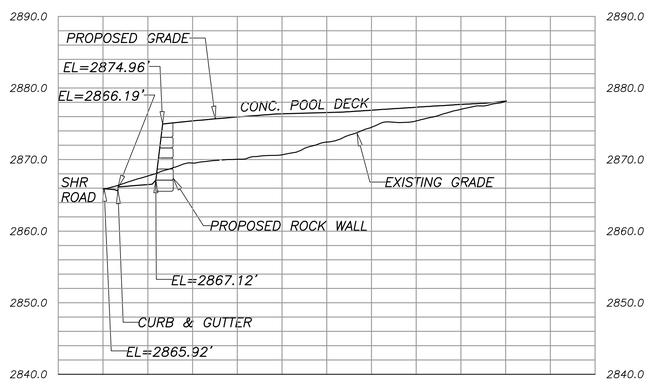
CROSS SECTION INDEX

SECTIONAL VIEWS FOR:
GLAMPERS INN JELLYSTONE PARK

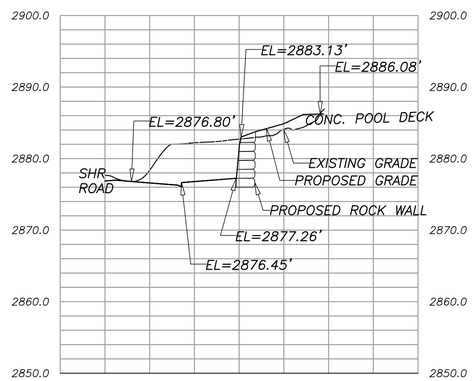
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



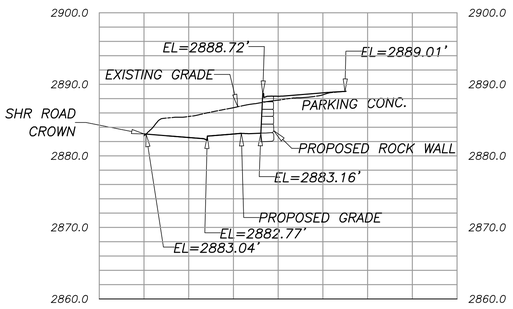
SECTION AA
SCALE 1:40 WITH 4' EXAGGERATED CERTICAL SCALE



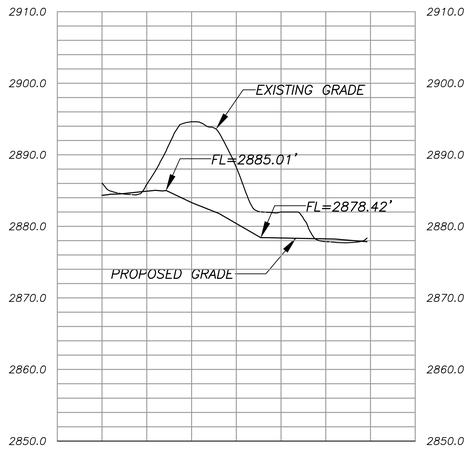
SECTION BB
SCALE 1:40 WITH 4' EXAGGERATED CERTICAL SCALE



SECTION CC
SCALE 1:40 WITH 4' EXAGGERATED CERTICAL SCALE



SECTION DD
SCALE 1:40 WITH 4' EXAGGERATED CERTICAL SCALE



SECTION GG
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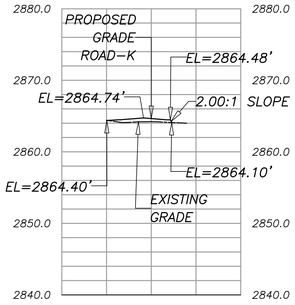

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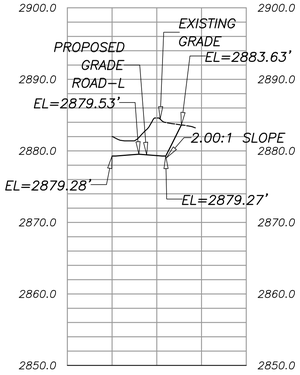

SECTION FF
SCALE 1:40 WITH 4' EXAGGERATED CERTICAL SCALE

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Hurricane City, Utah 84737
Phone: (435) 668-8601

SECTIONAL VIEWS FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=100'

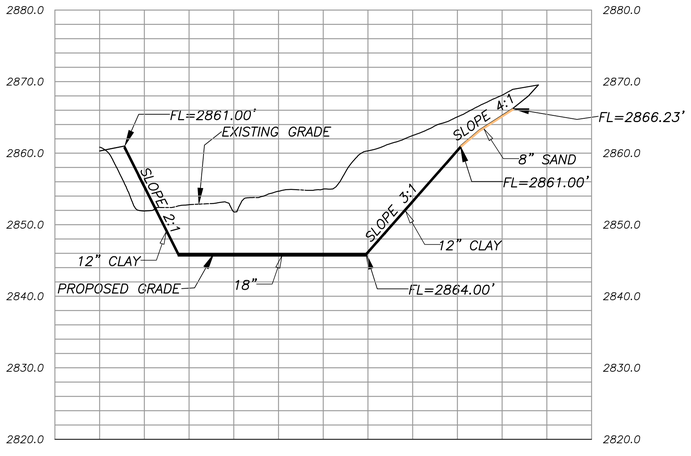
JOB NO.
569-001

SHEET NO:
C19

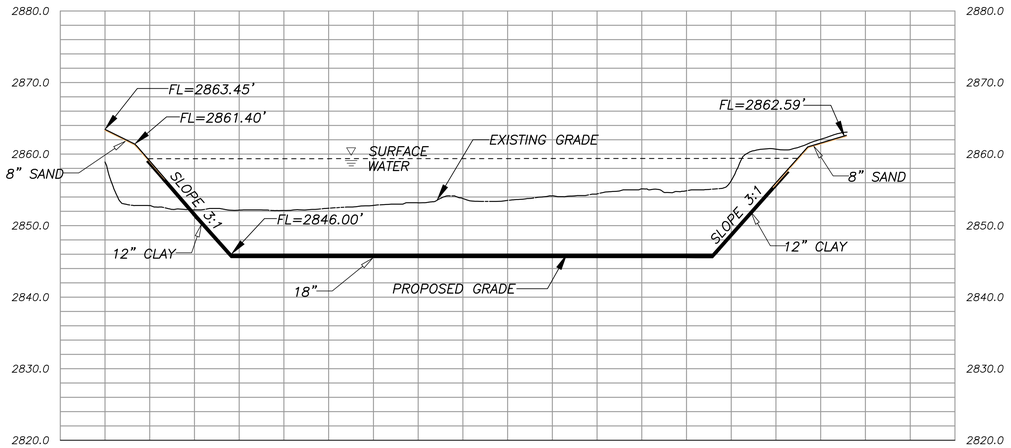
SECTIONAL VIEWS

SECTIONAL VIEWS FOR:
GLAMPERS INN JELLYSTONE PARK

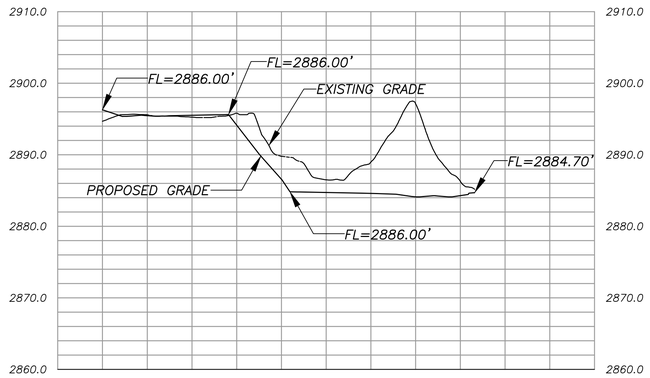
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



SECTION KK
SCALE 1:40 WITH 4" EXAGGERATED CERTICAL SCALE



SECTION JJ
SCALE 1:40 WITH 4" EXAGGERATED CERTICAL SCALE



SECTION HH
SCALE 1:40 WITH 4" EXAGGERATED CERTICAL SCALE

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Phone: (435) 668-8387

SECTIONAL VIEWS FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=100'

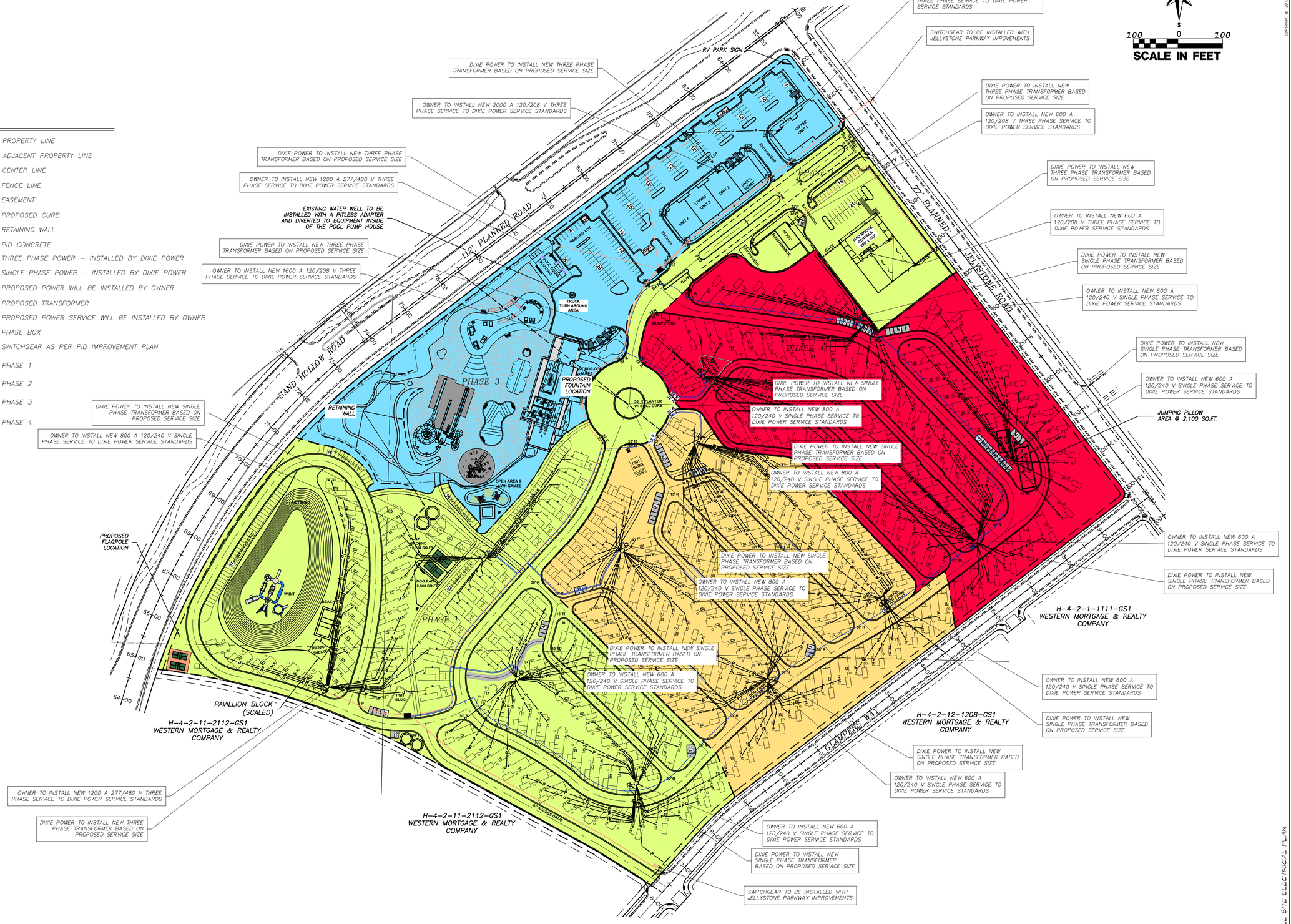
JOB NO.
569-001

SHEET NO:
C20

SECTIONAL VIEWS

FULL SITE ELECTRICAL PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



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Phone: (435) 668-8301

PROVALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

FULL SITE ELECTRICAL PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=100'

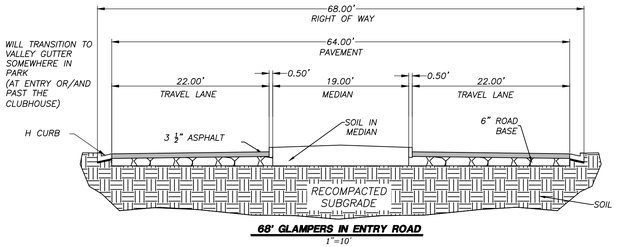
JOB NO.
569-001

SHEET NO:
C21

FULL SITE ELECTRICAL PLAN

PLAN & PROFILE FOR:
MAIN ACCESS ROAD

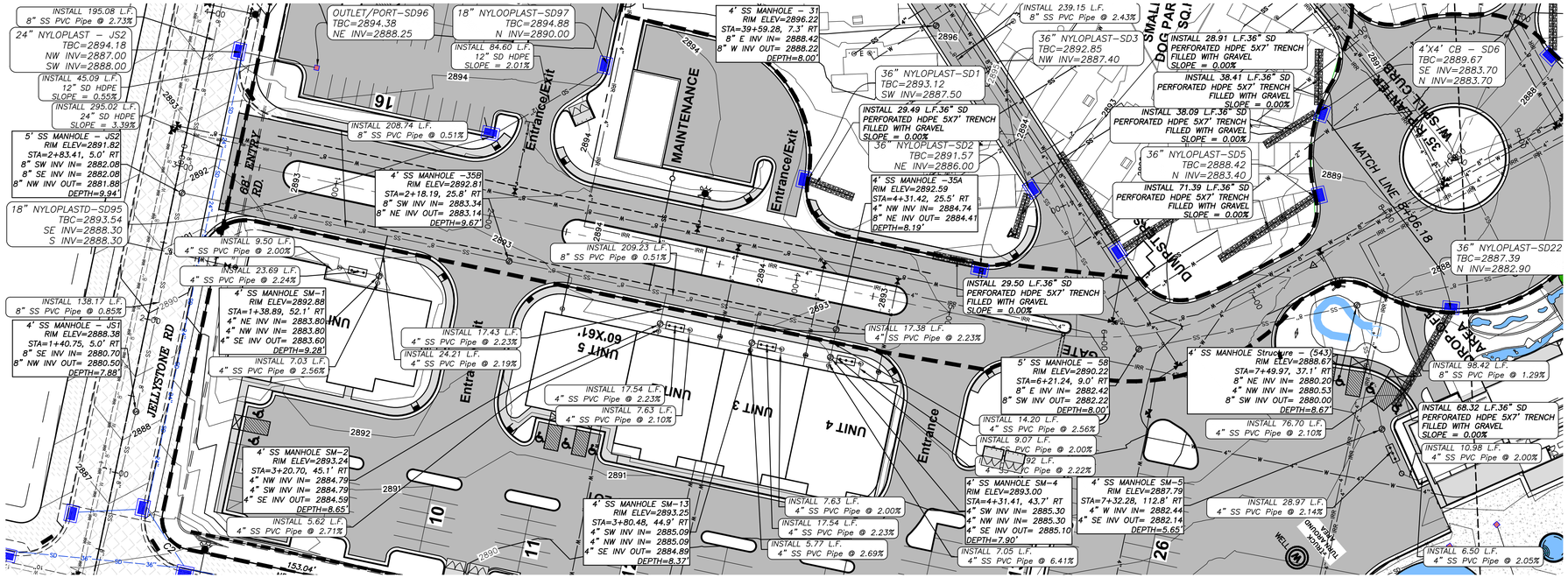
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

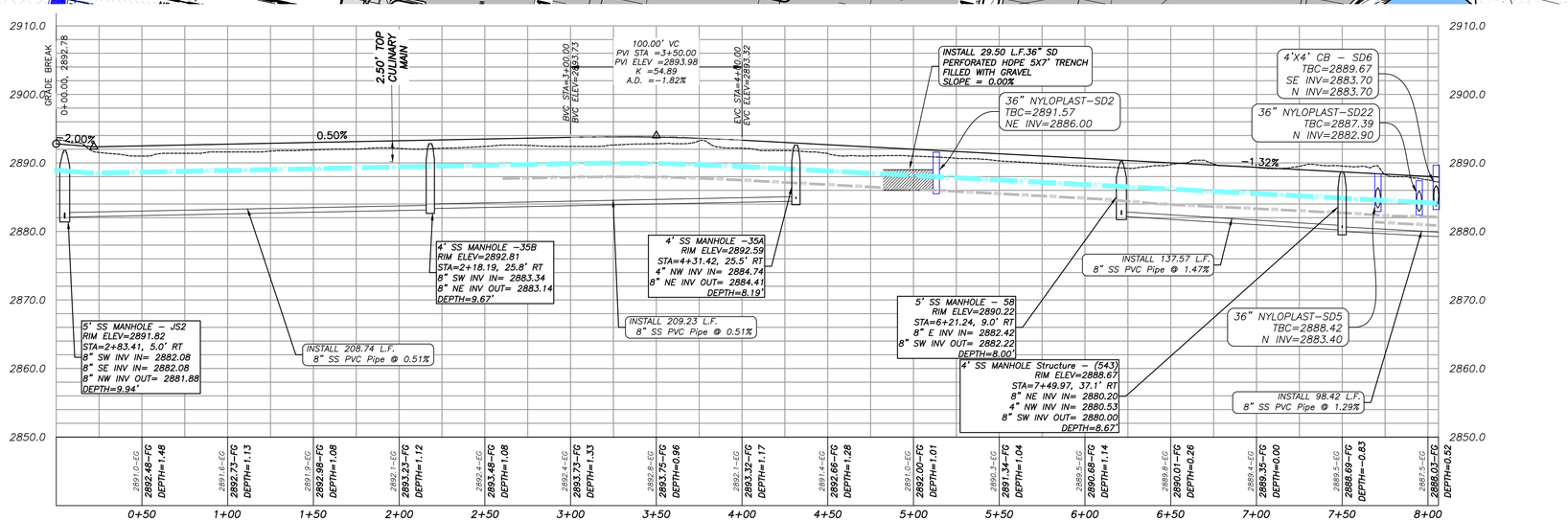


68' GLAMPERS IN ENTRY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- CURB & GUTTER ON PID ROADS
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2875 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2875 PROPOSED 1' COUNTOUR (MINOR)
- SD 24" PROPOSED STORM DRAIN LINE (SIZE SHOWN)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- W 8" W 8" WATER LINE AS PER PID ROAD (SIZE SHOWN)
- IRR IRR IRR IRR IRR 6" IRRIGATION LINE AS PER PID ROAD
- PHASE LINE
- PROPOSED PAVEMENT
- PROPOSED TRAIL/SIDEWALK
- PID ROAD PAVEMENT
- SIDEWALK/TRAIL ON PID ROAD
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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Phone: (435) 668-8301

PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
MAIN ACCESS ROAD
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

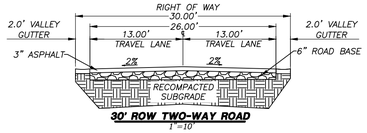
JOB NO.
569-001

SHEET NO:
PP-1

PLAN & PROFILE

PLAN & PROFILE FOR:
MAIN ACCESS ROAD

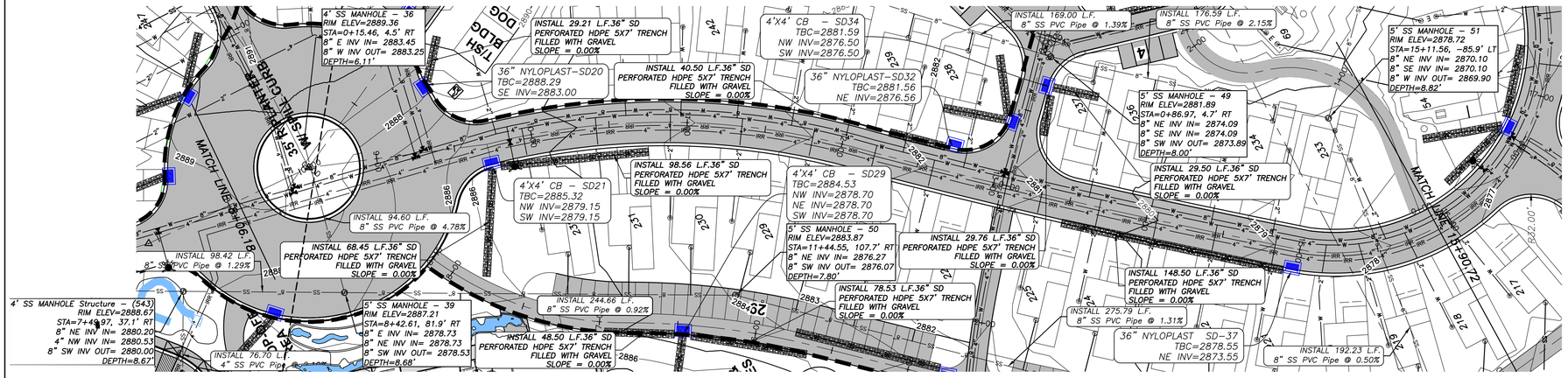
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

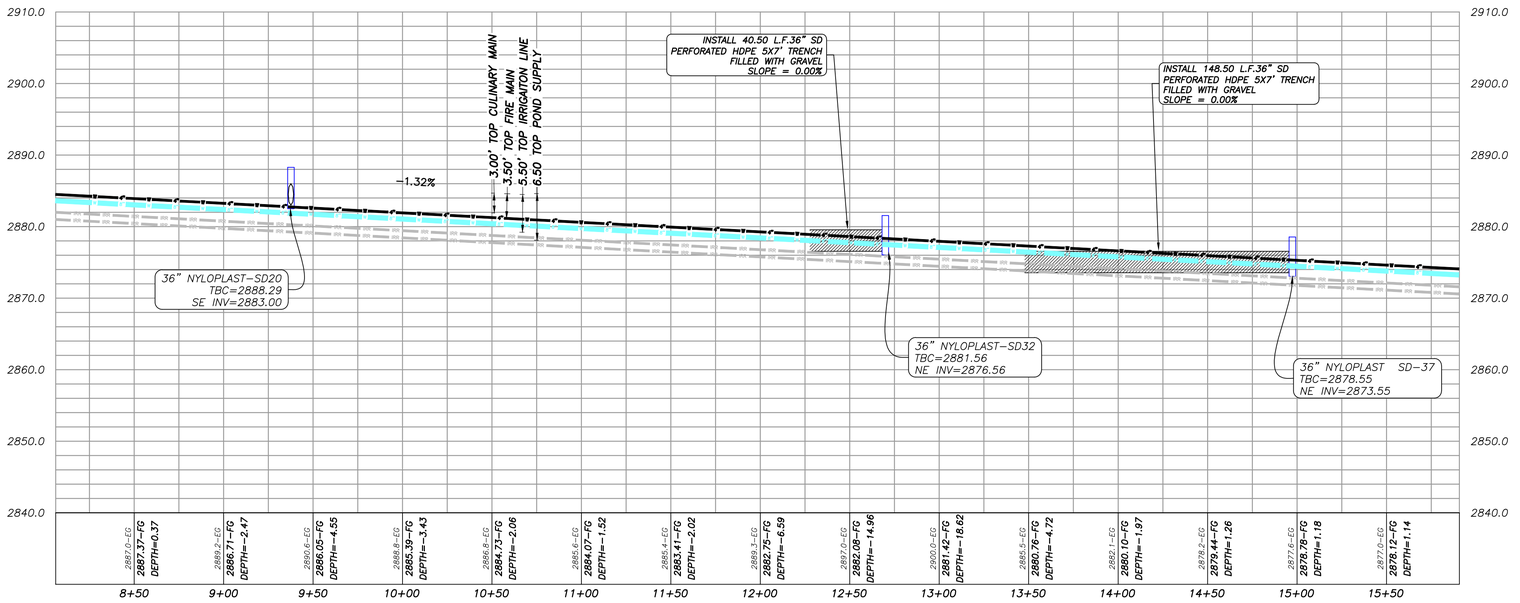


30' ROW TWO-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2875 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2875 PROPOSED 1' COUNTOUR (MINOR)
- SD 24" PROPOSED STORM DRAIN LINE (SIZE SHOWN)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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	REVISIONS		

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Engineers - Land Surveyors - Land Planners
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Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PLAN & PROFILE FOR:
MAIN ACCESS ROAD
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

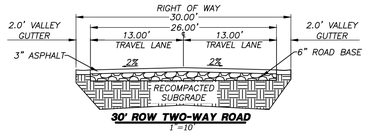
JOB NO.
569-001

SHEET NO:
PP-2

PLAN & PROFILE

PLAN & PROFILE FOR:
MAIN ACCESS ROAD

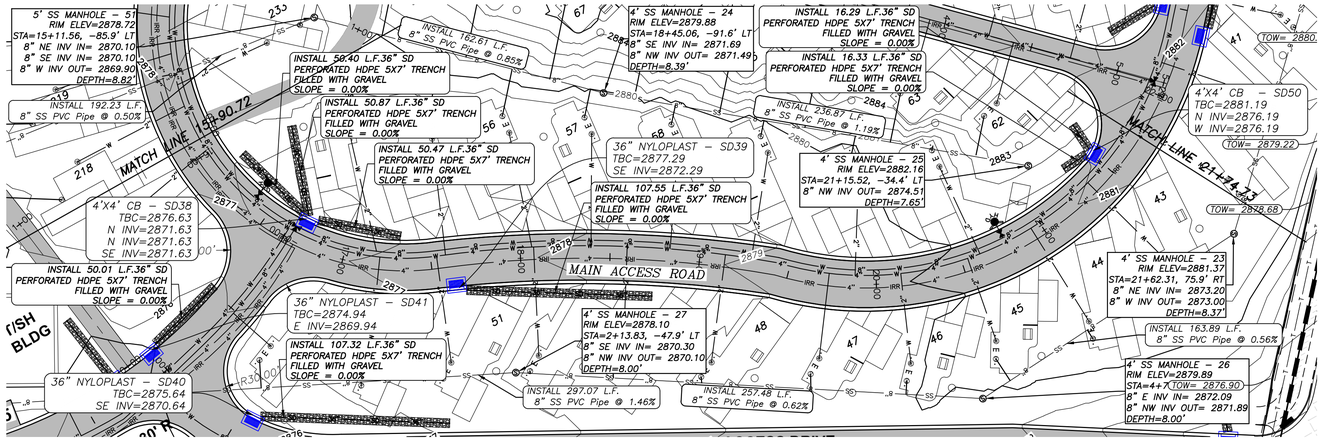
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

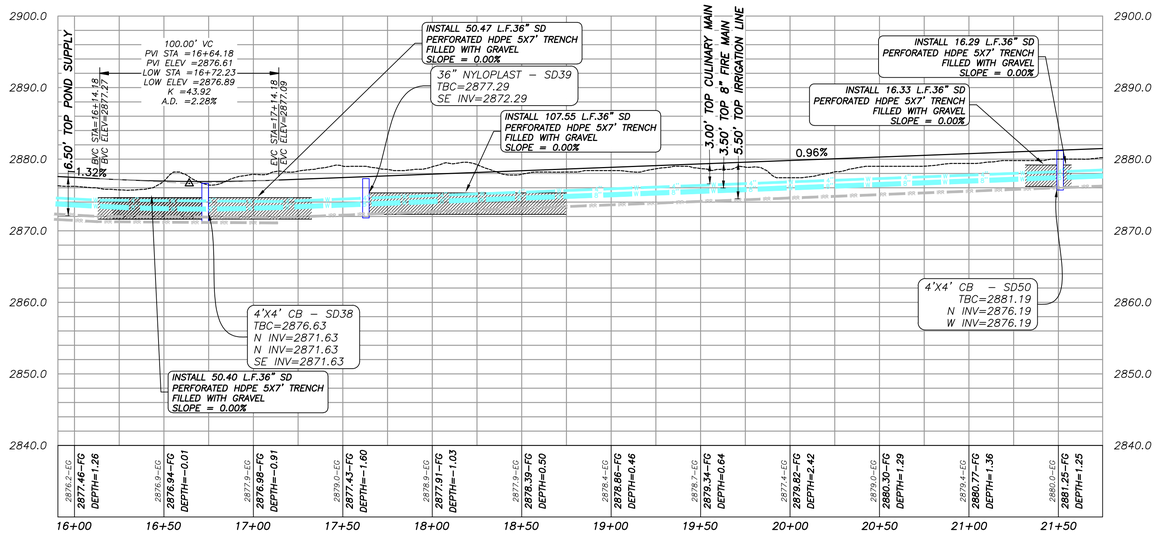


30' ROW TWO-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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Phone: (435) 668-8387

PRO VALUE ENGINEERING

UTAH LICENSED PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
MAIN ACCESS ROAD
LOCATED IN SECTION 1, T42S, R14W, S.L.B.M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

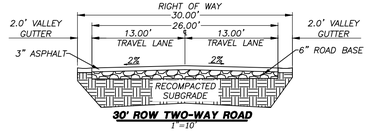
JOB NO.
563-001

SHEET NO:
PP-3

PLAN & PROFILE

PLAN & PROFILE FOR:
MAIN ACCESS ROAD

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

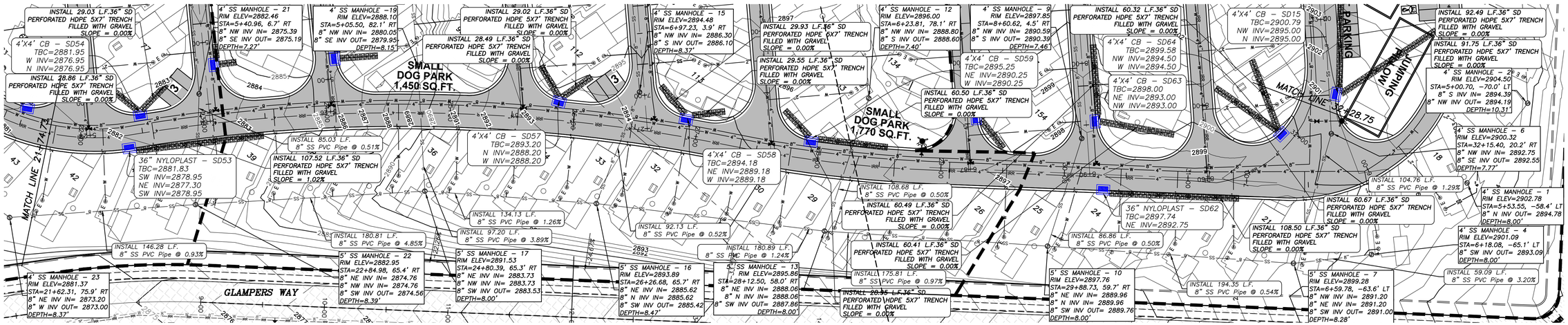


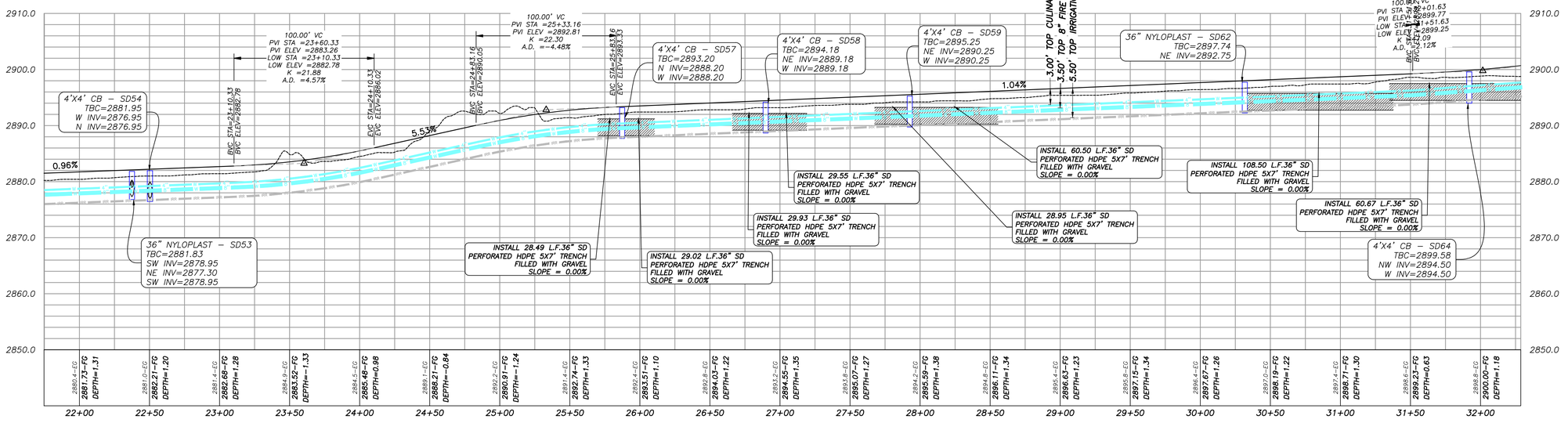
30' ROW TWO-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2875 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2875 PROPOSED 1' COUNTOUR (MINOR)
- SD 24" PROPOSED STORM DRAIN LINE (SIZE SHOWN)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)

40 0 40
SCALE IN FEET





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Phone: (435) 668-8387

PRO VALUE ENGINEERING

No. 191090 KARL BRADLEY RASMUSSEN 10/4/22

PLAN & PROFILE FOR:
MAIN ACCESS ROAD
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

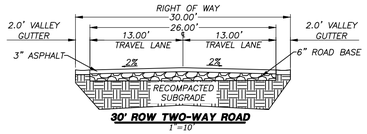
JOB NO.
569-001

SHEET NO:
PP-4

PLAN & PROFILE

PLAN & PROFILE FOR:
MAIN ACCESS ROAD

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



30' ROW TWO-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- PROPOSED TRAIL/SIDEWALK
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)

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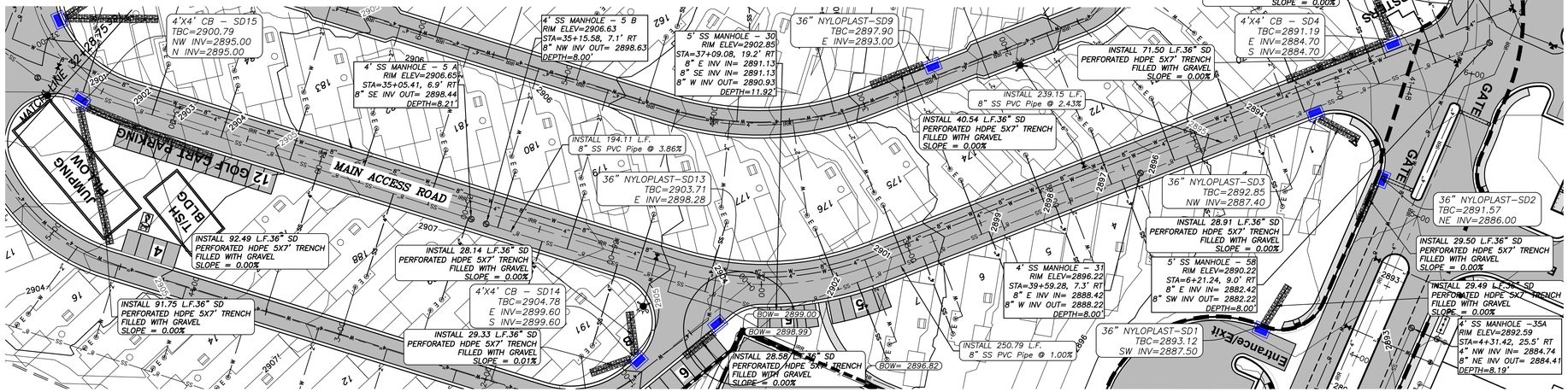
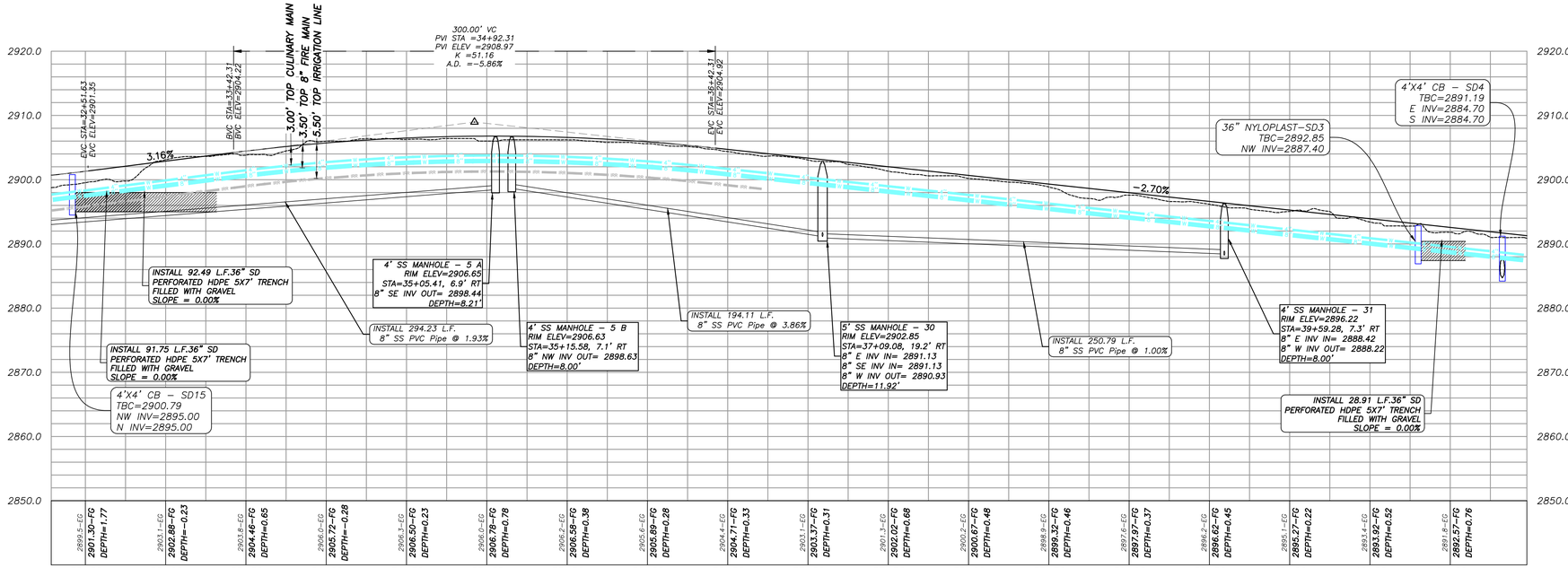
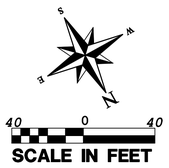






NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

PROVALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
MAIN ACCESS ROAD
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

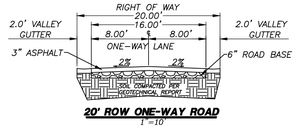
JOB NO.
569-001

SHEET NO:
PP-5

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD A

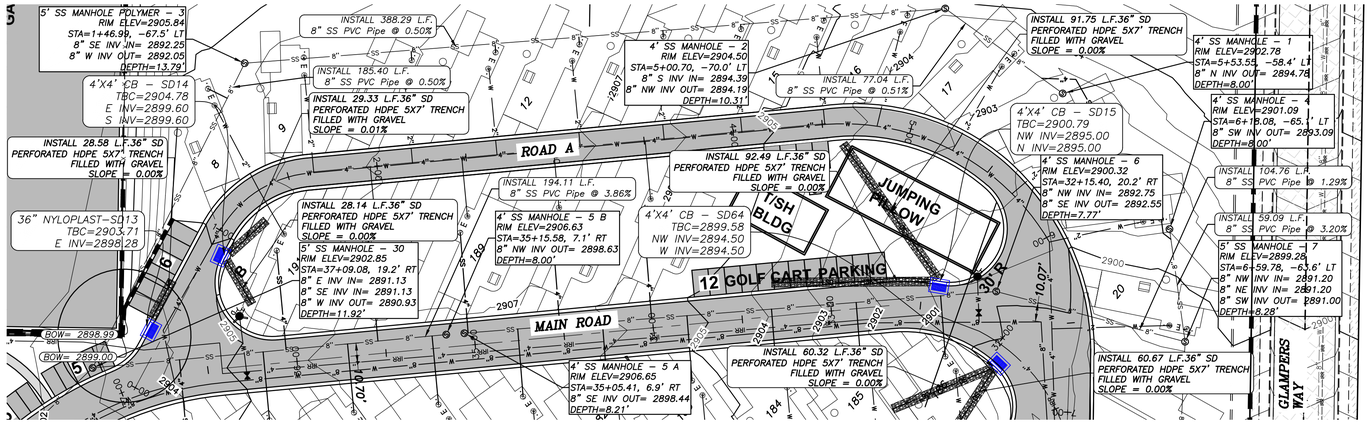
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

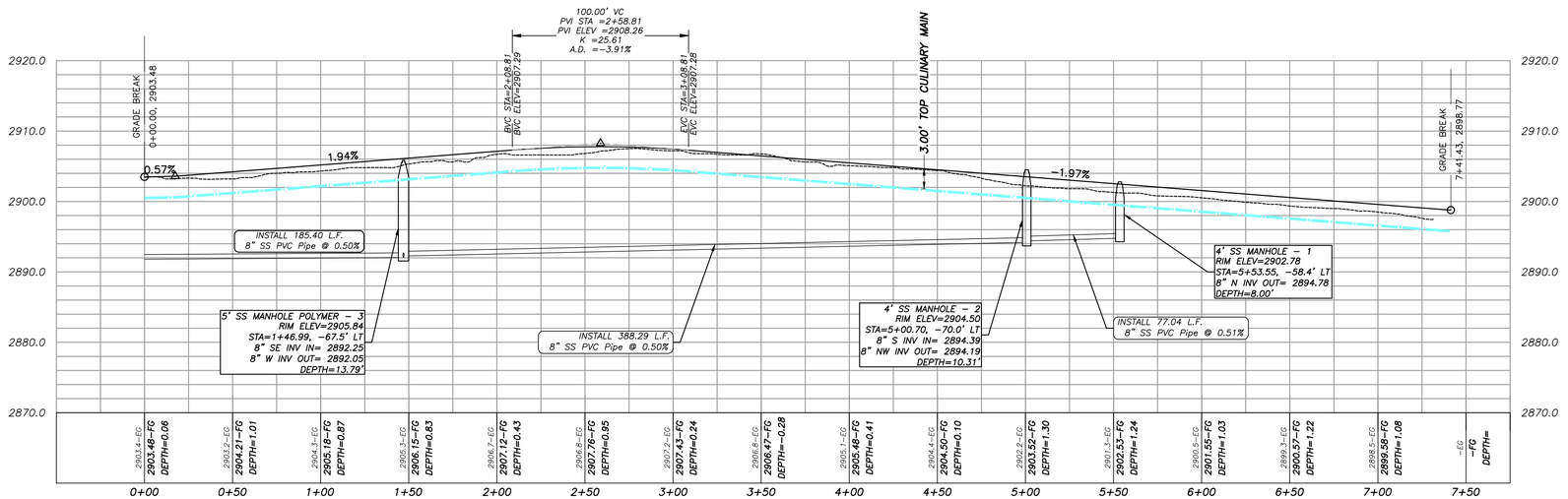


20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2871 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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Engineers- Land Surveyors - Land Planners
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Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD A
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

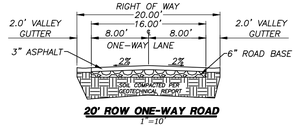
JOB NO.
569-001

SHEET NO:
PP-6

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD B

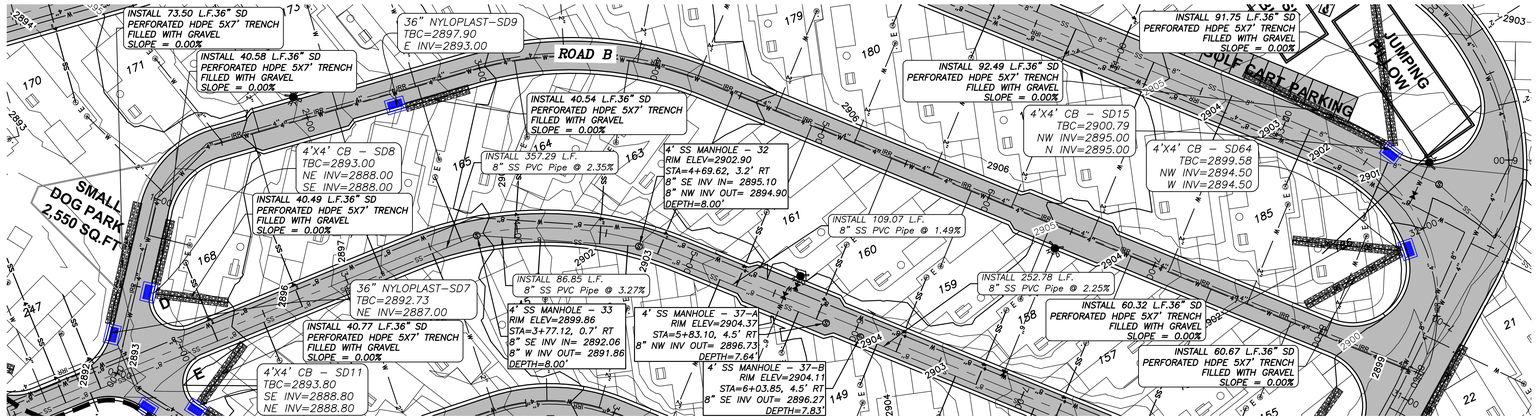
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

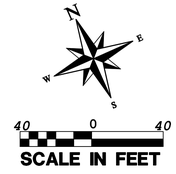


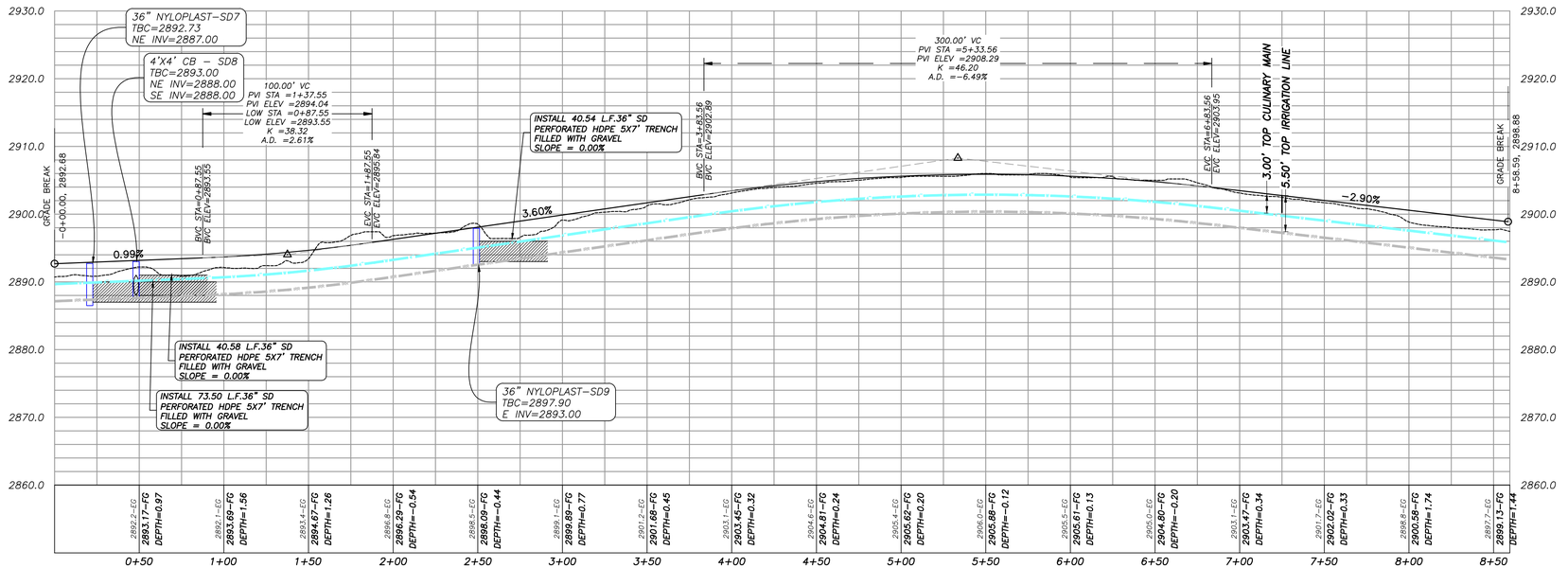
20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)







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Engineers - Land Surveyors - Land Planners
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Hurricane City, Utah 84737
Phone: (435) 668-8387

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
ROAD B
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

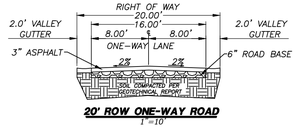
JOB NO.
569-001

SHEET NO:
PP-7

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD C

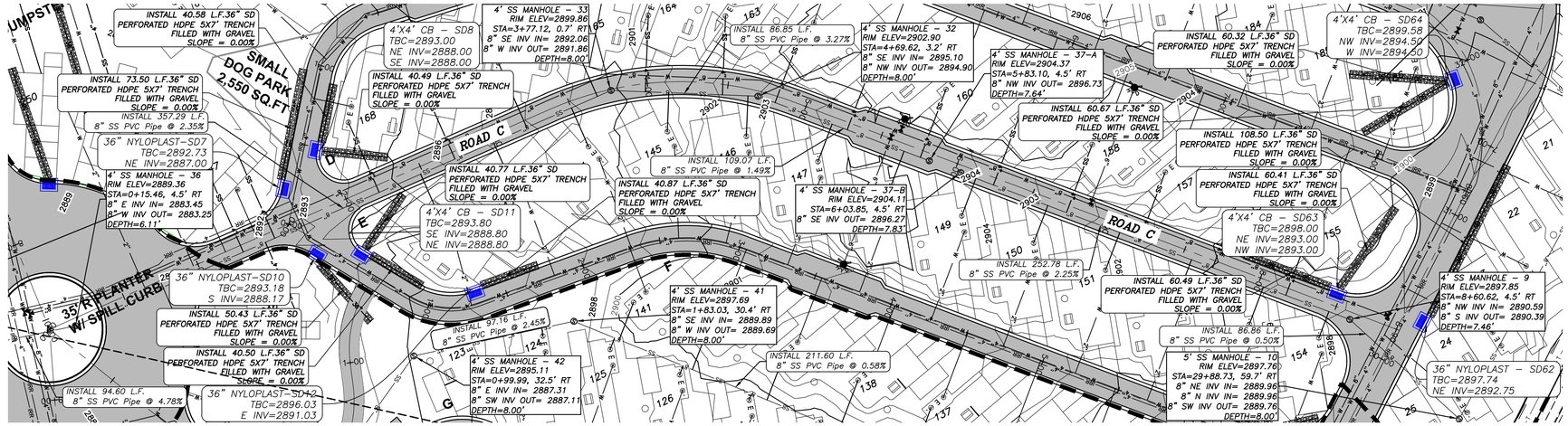
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

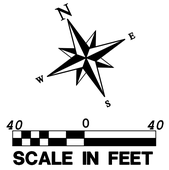


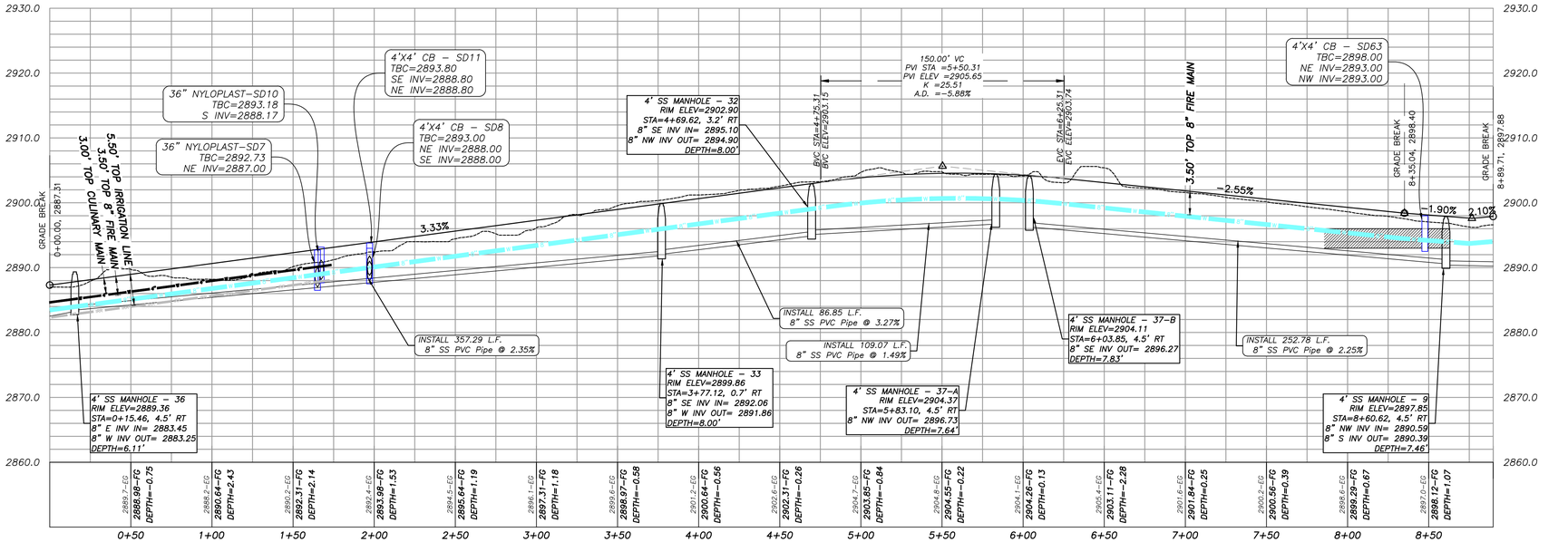
20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- PROPOSED STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)







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Phone: (435) 668-8301

PRO VALUE ENGINEERING

UTAH
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER

PLAN & PROFILE FOR:
ROAD C
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

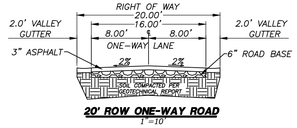
JOB NO.
569-001

SHEET NO:
PP-8

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD D

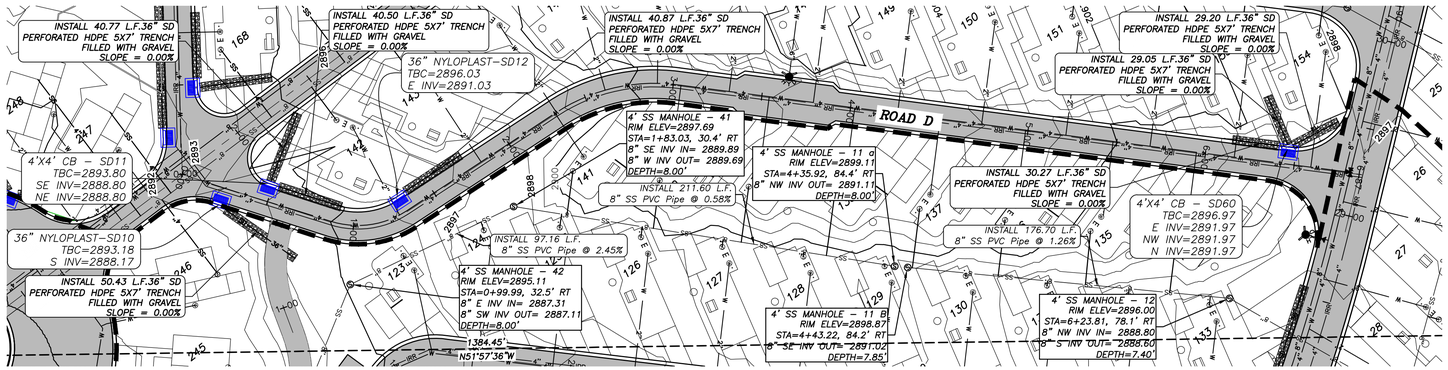
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

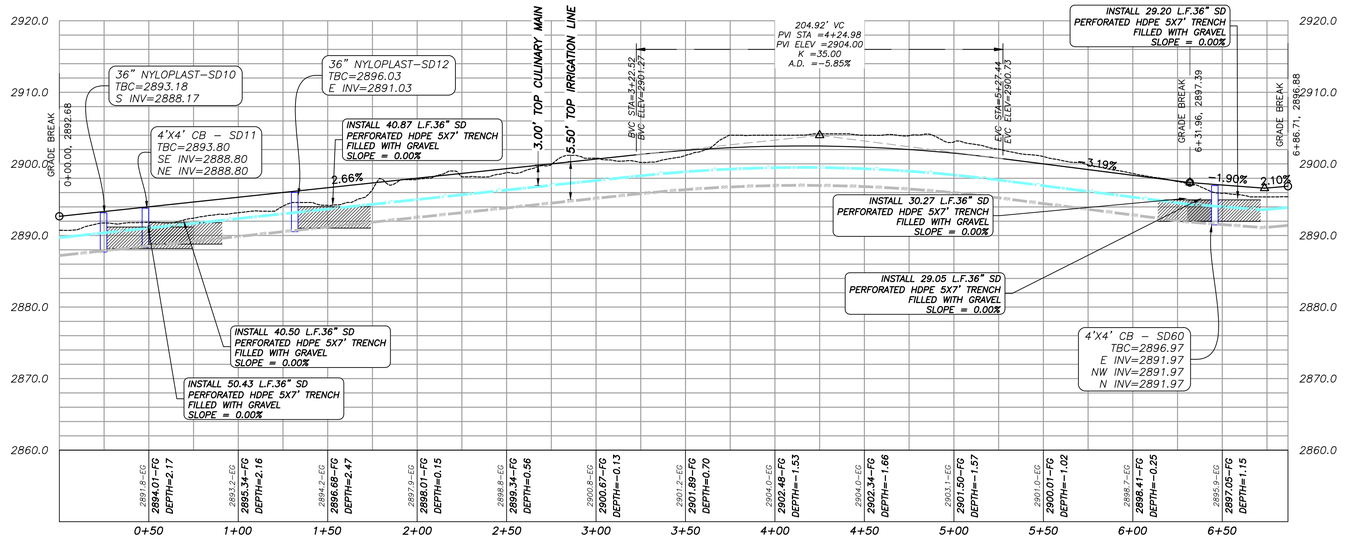


20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8601

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
ROAD D
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

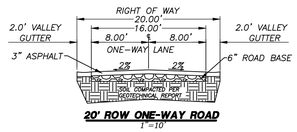
JOB NO.
569-001

SHEET NO:
PP-9

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD E

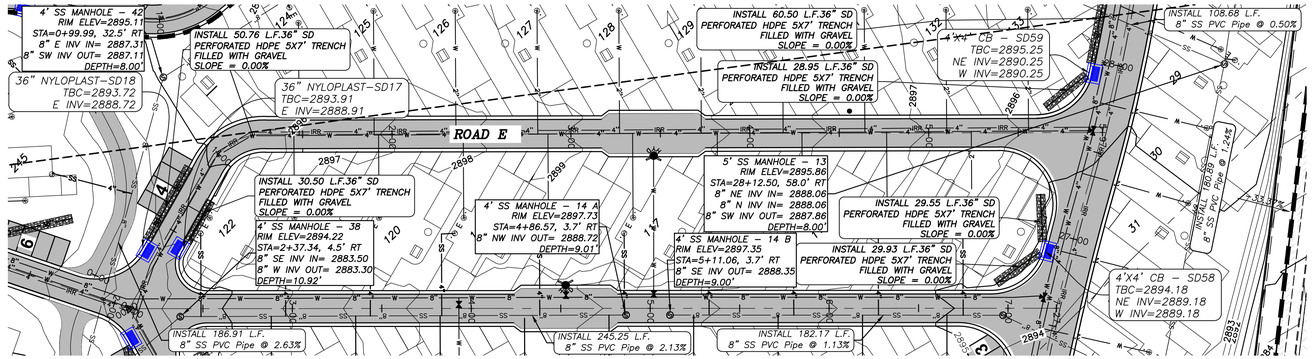
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

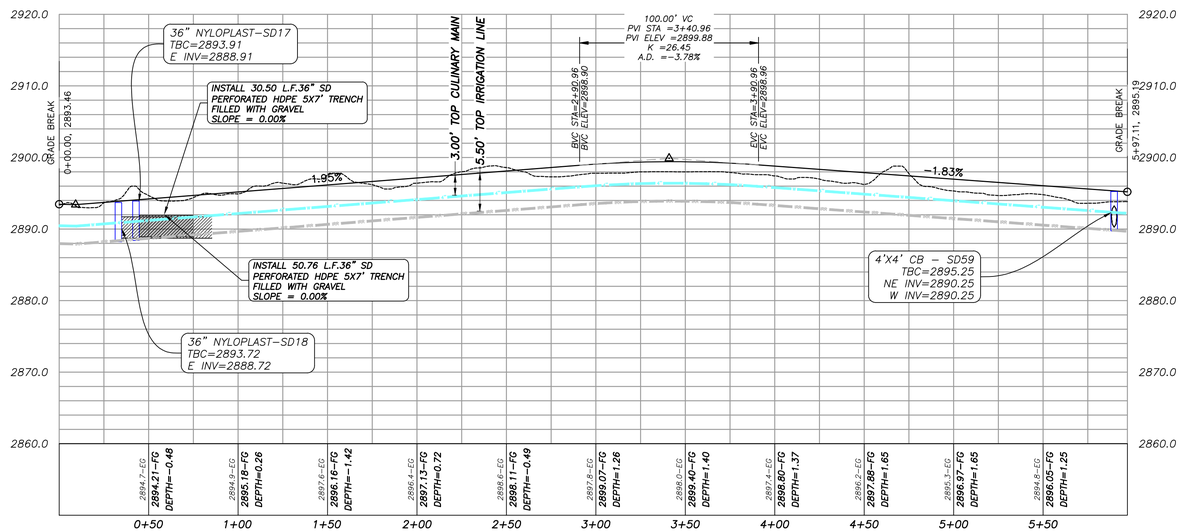


20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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Hurricane City, Utah 84737
Phone: (435) 668-8601

PRO VALUE ENGINEERING

UTAH LICENSED PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD E
LOCATED IN SECTION 1, T.42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

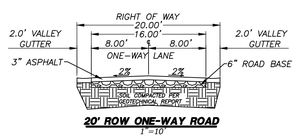
JOB NO.
569-001

SHEET NO:
PP-10

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD F

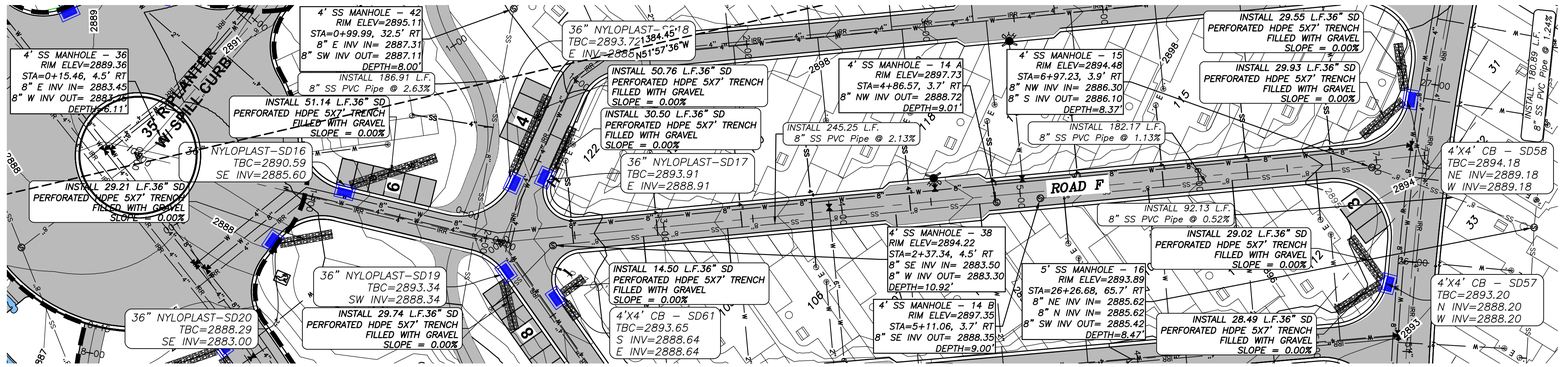
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

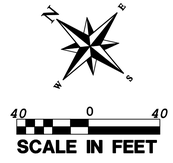


20' ROW ONE-WAY ROAD
1"=10'

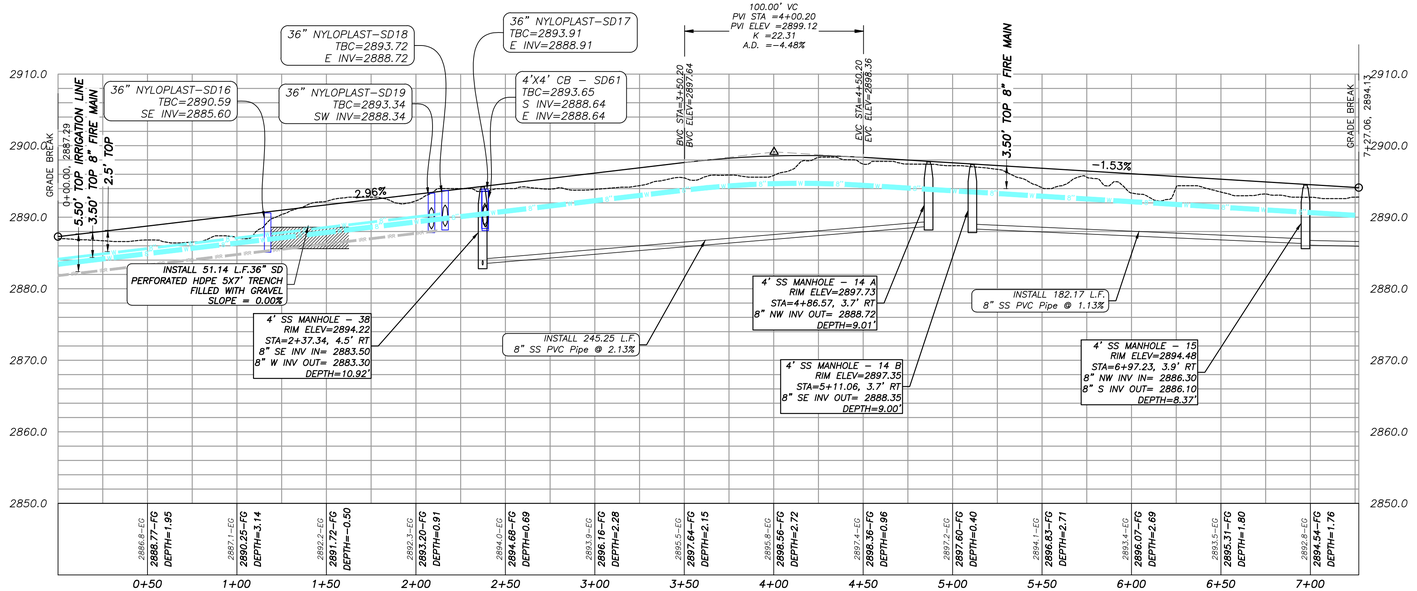
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2872 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- SD 24" PROPOSED STORM DRAIN LINE (SIZE SHOWN)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





SCALE IN FEET



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Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
ROAD F
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

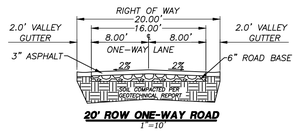
JOB NO.
569-001

SHEET NO:
PP-11

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD G

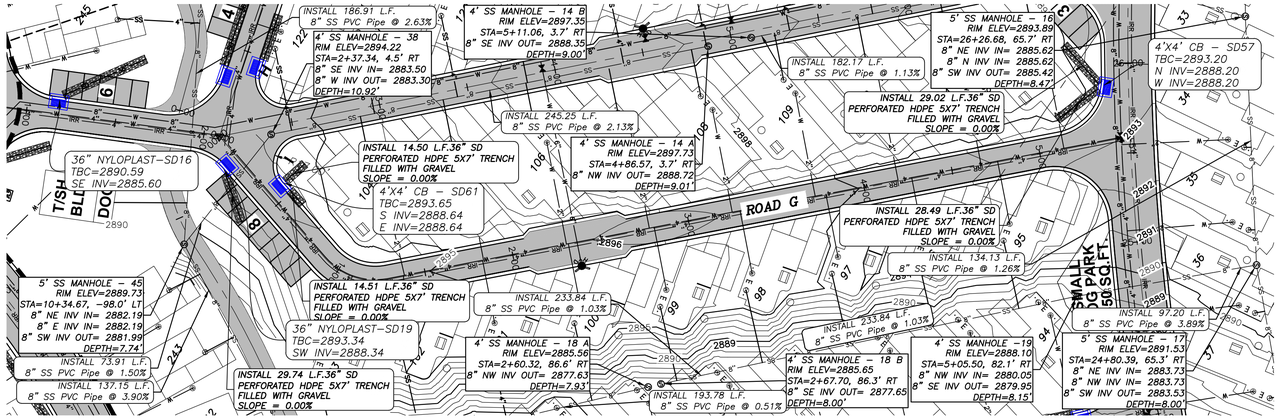
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

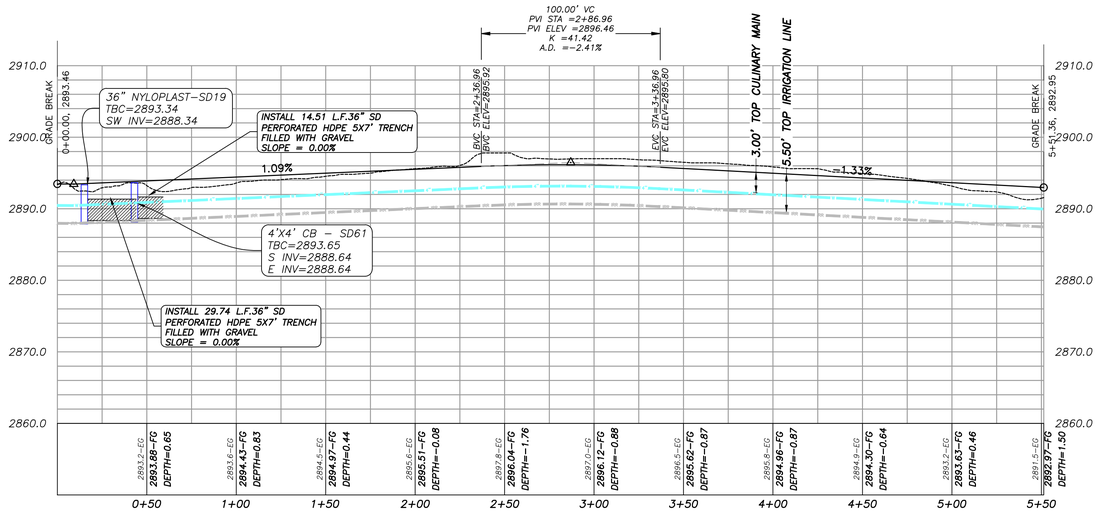


20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- SD 24" PROPOSED STORM DRAIN LINE (SIZE SHOWN)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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	REVISIONS		

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8601

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD G
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

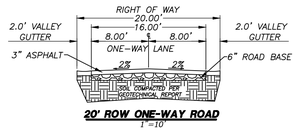
JOB NO.
569-001

SHEET NO:
PP-12

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD H

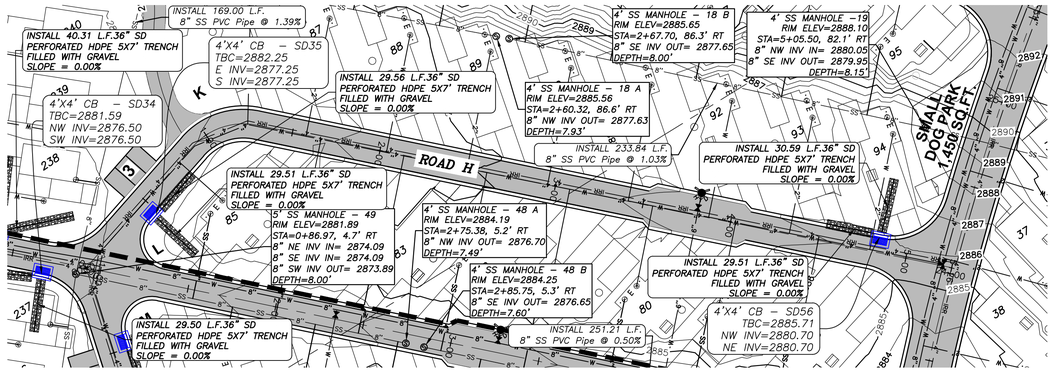
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

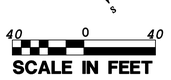


20' ROW ONE-WAY ROAD
1"=10'

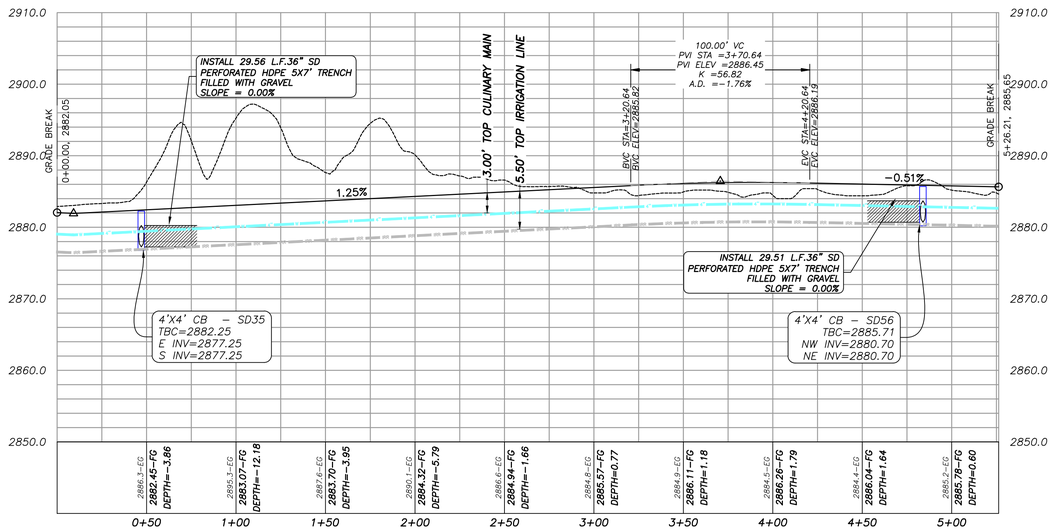
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- SD 24" PROPOSED STORM DRAIN LINE (SIZE SHOWN)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





40 0 40
SCALE IN FEET



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	REVISIONS		

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

KARL BRADLEY RASMUSSEN
No. 191090
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD H
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

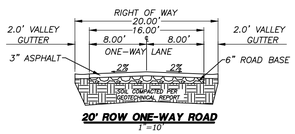
JOB NO.
569-001

SHEET NO:
PP-13

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD I

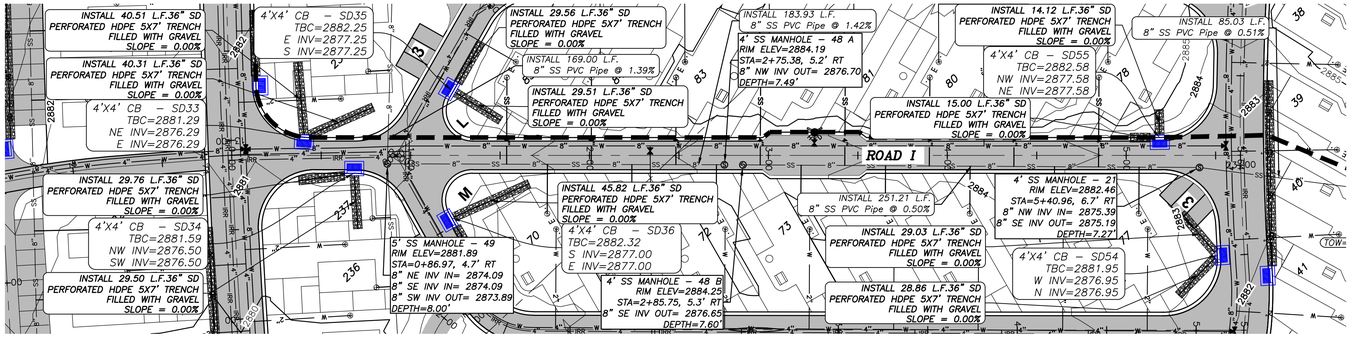
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

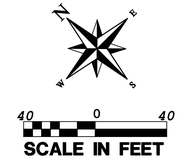


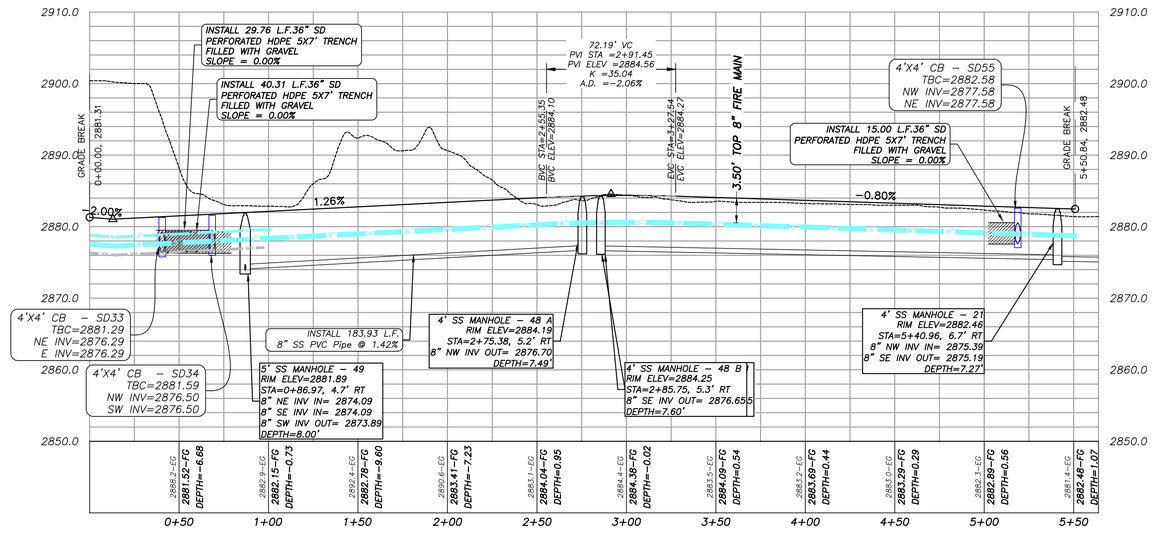
20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- EXISTING 5' CONTOUR (2875)
- EXISTING 1' CONTOUR (2871)
- PROPOSED 5' CONTOUR (MAJOR) (2875)
- PROPOSED 1' COUNTOUR (MINOR) (2872)
- PROPOSED STORM DRAIN LINE (SIZE SHOWN) (SD — 24")
- PROPOSED WATER LINE (SIZE SHOWN) (W — 8" — W — 8")
- PROPOSED SEWER PIPE (SS — 8")
- PROPOSED IRRIGATION LINE (SIZE SHOWN) (IRR — 4")
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)







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Phone: (435) 668-8301

PRO VALUE ENGINEERING

UTAH LICENSED PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD I
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

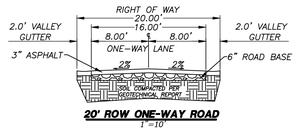
JOB NO.
569-001

SHEET NO:
PP-14

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD J

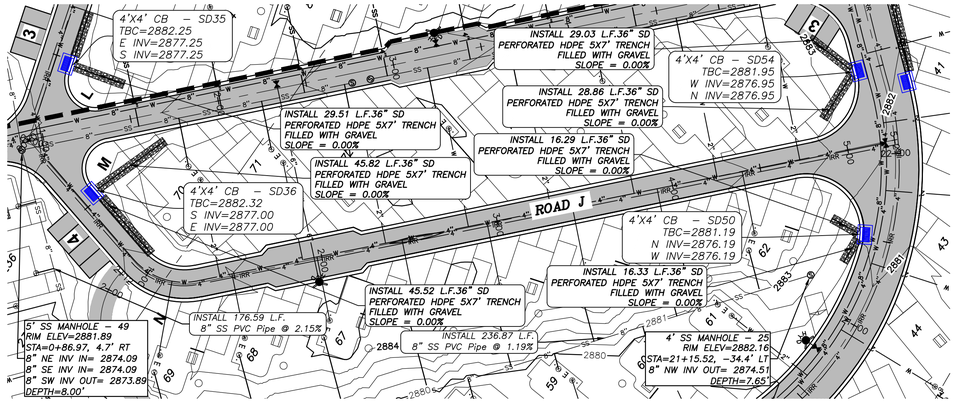
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

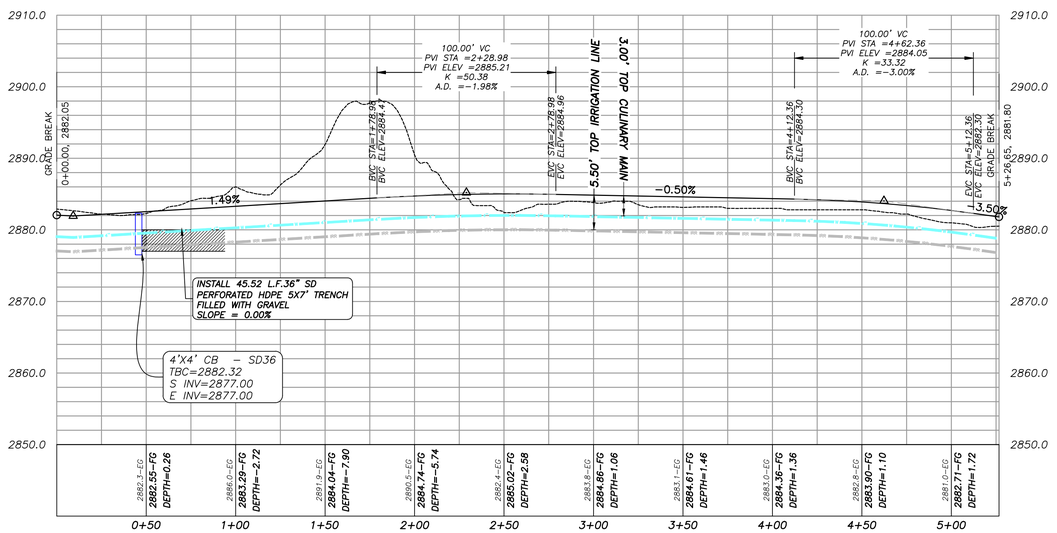


20' ROW ONE-WAY ROAD
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' CONTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





40 0 40
SCALE IN FEET

NO	DESCRIPTION	DATE	BY
	REVISIONS		

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Phone: (435) 668-8301

PROVALUE ENGINEERING

KARL BRADLEY RASMUSSEN
No. 191090
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD J
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

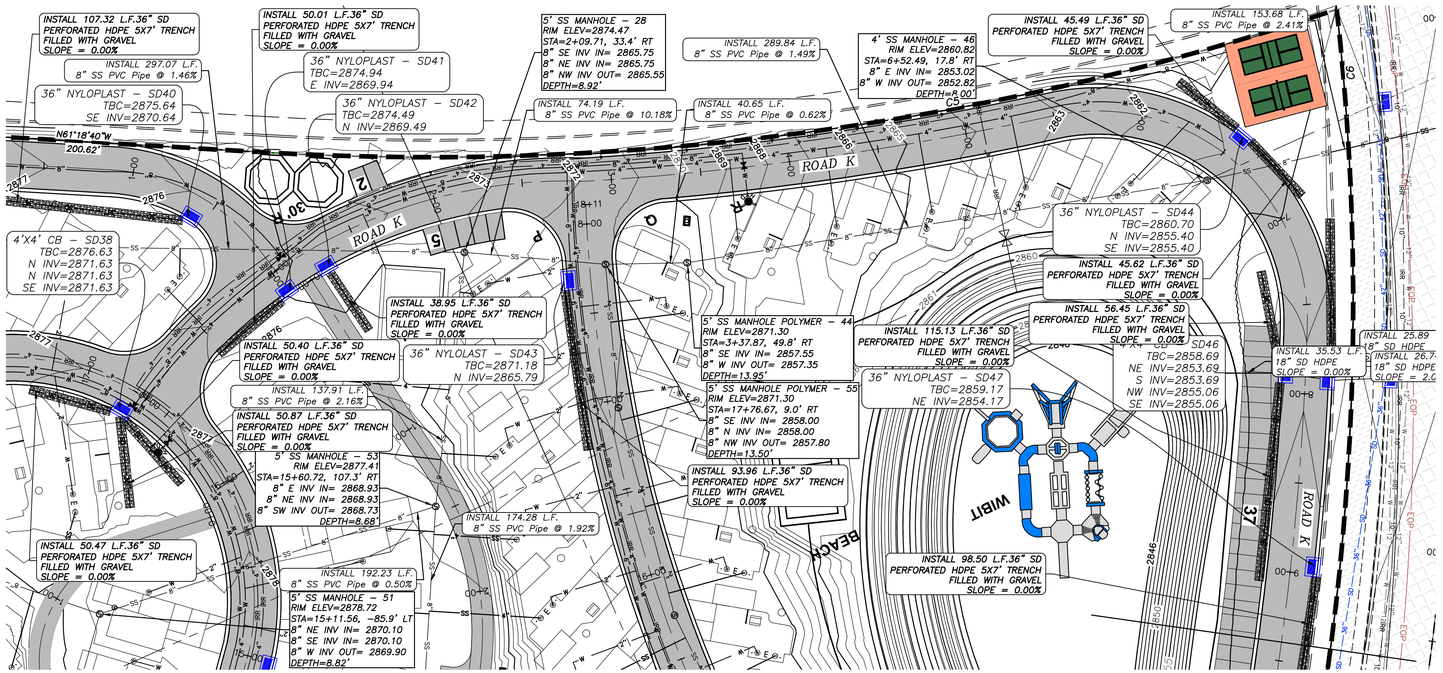
JOB NO.
569-001

SHEET NO:
PP-15

PLAN & PROFILE

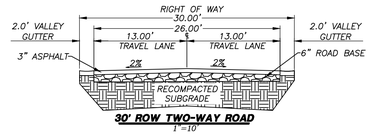
PLAN & PROFILE FOR:
ROAD K

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

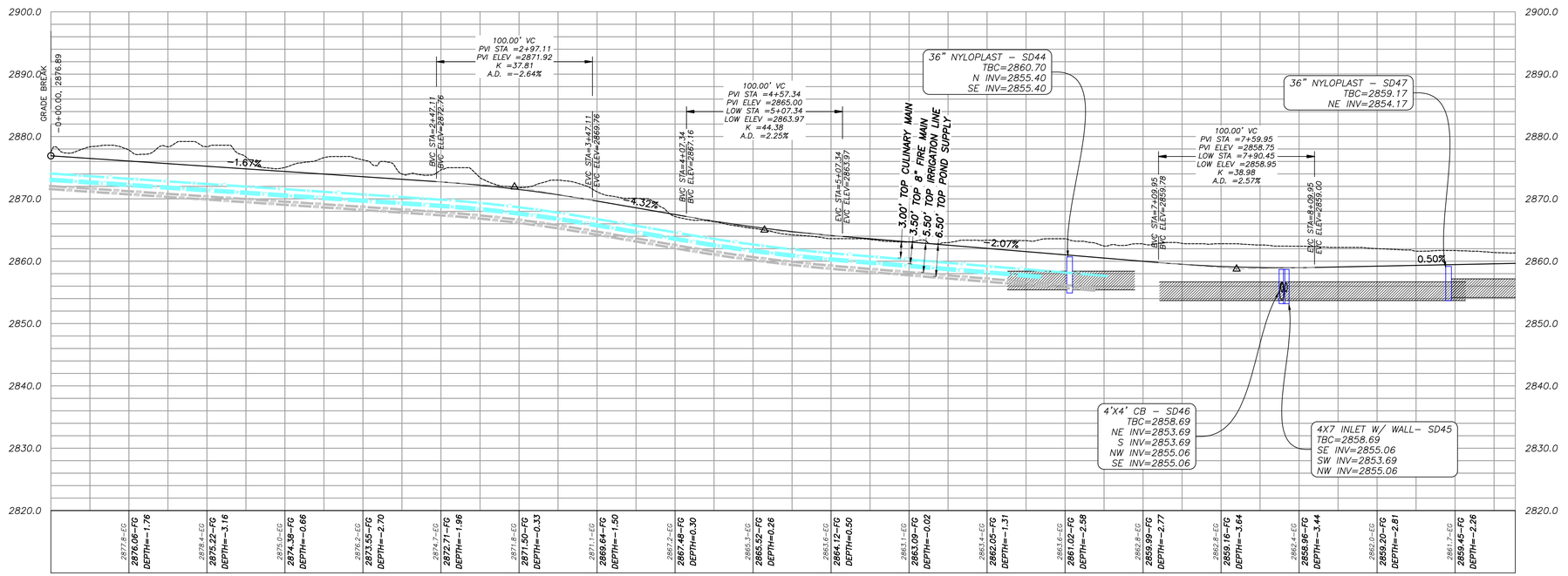


LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER PIPE
- PROPOSED IRRIGATION LINE (SIZE SHOWN)
- CURB & GUTTER ON PID ROADS
- PHASE LINE
- PID ROAD PAVEMENT
- SIDEWALK/TRAIL ON PID ROAD
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT–OFF VALVE
- 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)



30' ROW TWO-WAY ROAD
I =10



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Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
GLAMPERS WAY ROAD
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

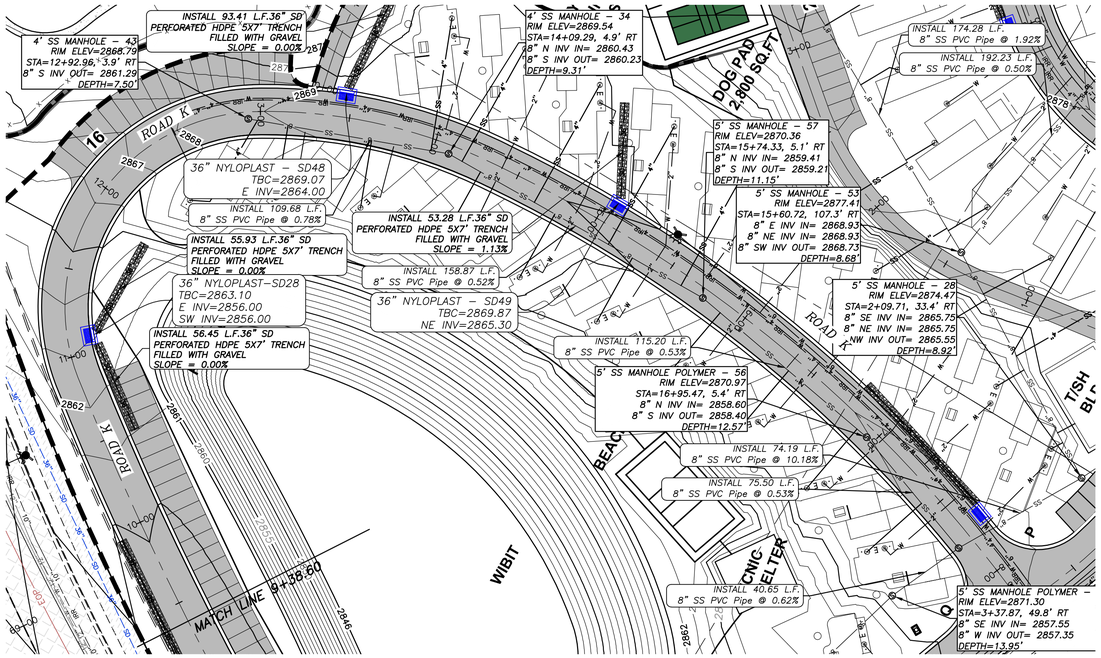
JOB NO.
569-001

SHEET NO:
PP-16

PLAN & PROFILE

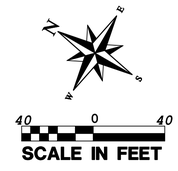
PLAN & PROFILE FOR:
ROAD K

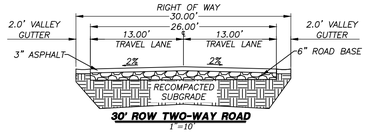
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



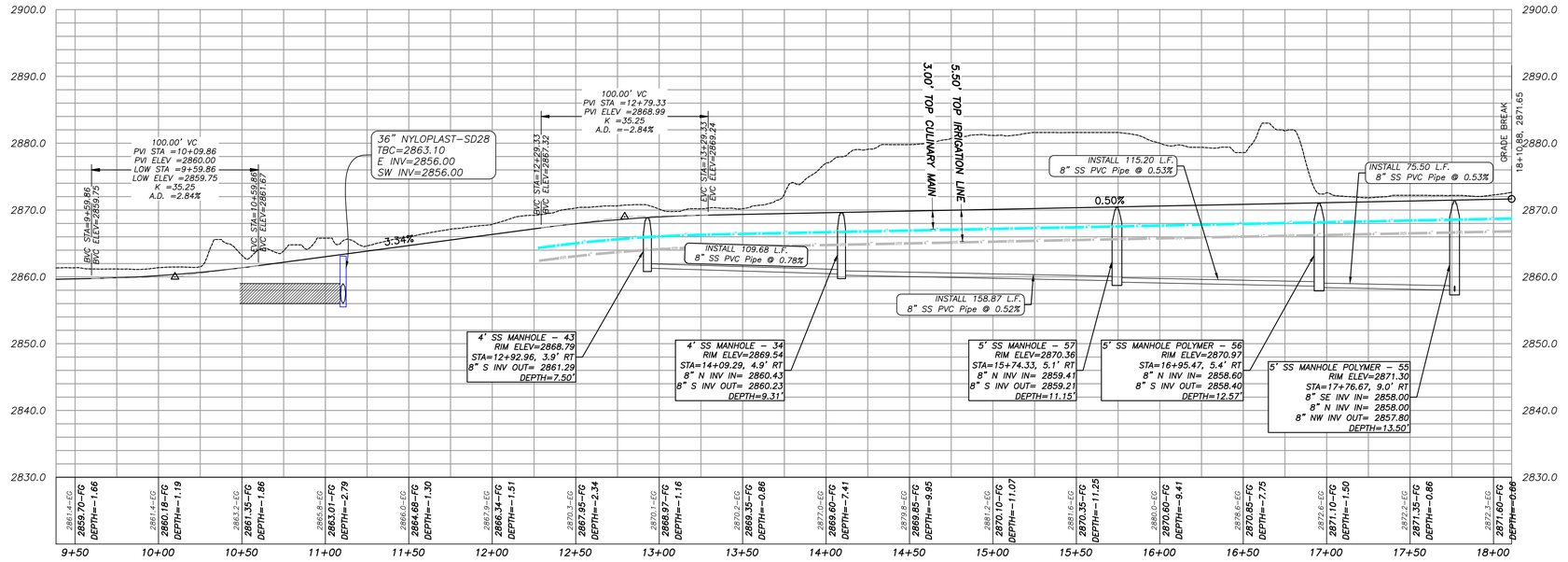
LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- CURB & GUTTER ON PID ROADS
- UTILITY EASEMENT
- EXISTING 5' CONTOUR
- EXISTING 1' CONTOUR
- PROPOSED 5' CONTOUR (MAJOR)
- PROPOSED 1' COUNTOUR (MINOR)
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER PIPE
- PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PID ROAD PAVEMENT
- SIDEWALK/TRAIL ON PID ROAD
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT–OFF VALVE
- 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





30' ROW TWO-WAY ROAD
1"=10'



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Phone: (435) 668-8301

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD K
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

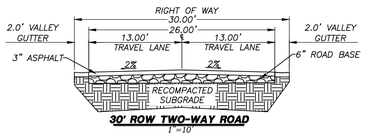
JOB NO.
569-001

SHEET NO:
PP-17

PLAN & PROFILE

PLAN & PROFILE FOR:
ROAD L

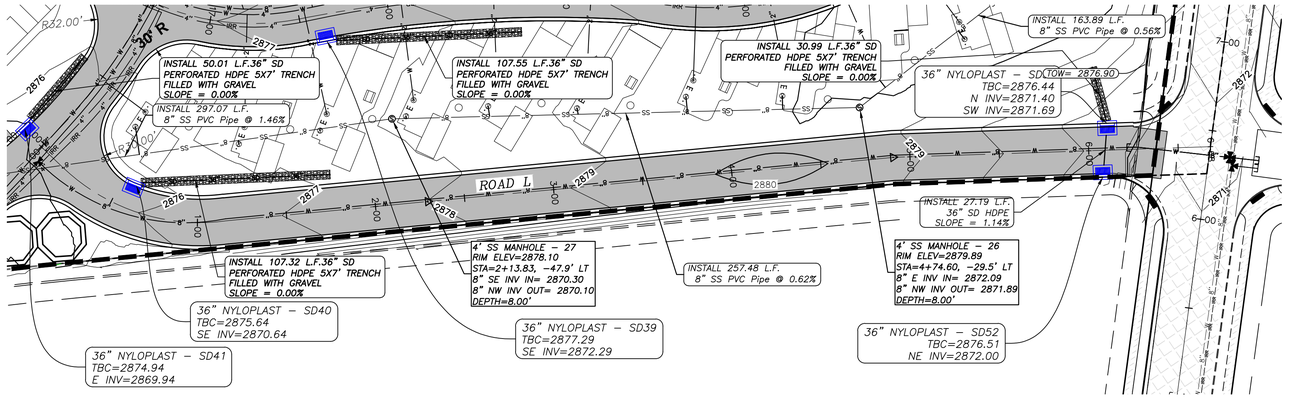
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

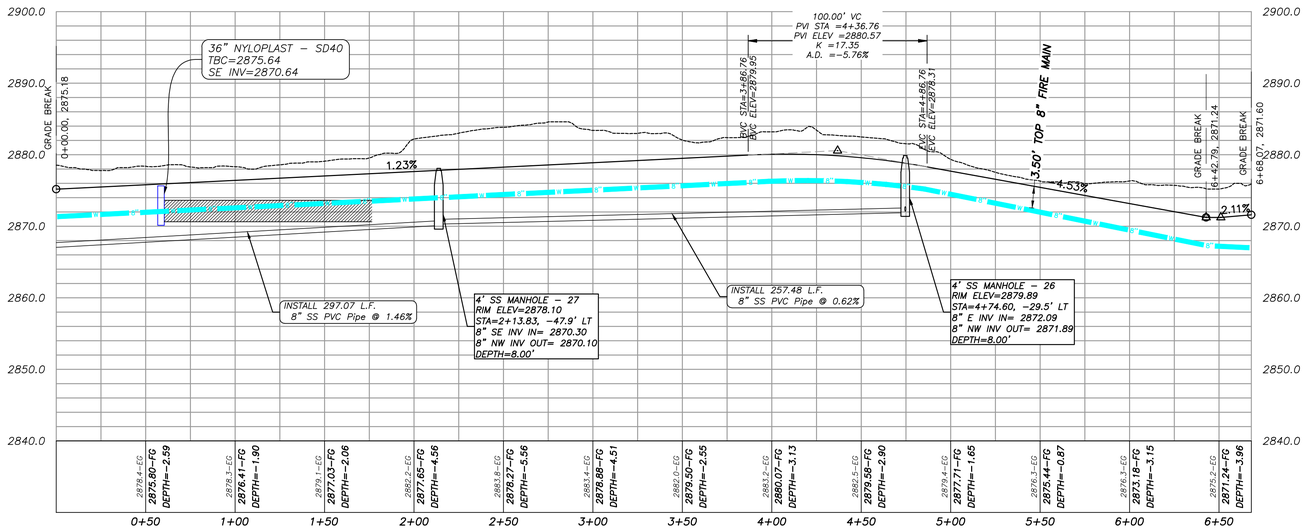


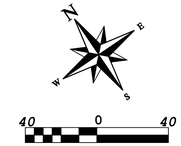
30' ROW TWO-WAY ROAD
1"=10'

LEGEND

PROPERTY LINE	PID ROAD PAVEMENT
ADJACENT PROPERTY LINE	SIDEWALK/TRAIL ON PID ROAD
CENTER LINE	PROPOSED PAVEMENT
PROPOSED CURB & GUTTER	STORM DRAIN PIPE
CURB & GUTTER ON PID ROADS	PROPOSED FIRE HYDRANT
UTILITY EASEMENT	SHUT-OFF VALVE
EXISTING 5' CONTOUR	50 AMP ELECTRIC PANEL
EXISTING 1' CONTOUR	WATER METER
PROPOSED 5' CONTOUR (MAJOR)	3 WAY WATER VALVE
PROPOSED 1' COUNTOUR (MINOR)	4 WAY WATER VALVE
PROPOSED WATER LINE (SIZE SHOWN)	PROPOSED SEWER MANHOLE
PROPOSED SEWER PIPE	CLEANOUT
PROPOSED IRRIGATION LINE (SIZE SHOWN)	PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)
PHASE LINE	







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	REVISIONS		

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Phone: (435) 668-8387

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

PLAN & PROFILE FOR:
ROAD L
LOCATED IN SECTION 1, T.42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

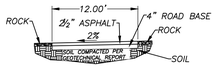
JOB NO.
569-001

SHEET NO:
PP-18

PLAN & PROFILE

PLAN & PROFILE FOR:
TRAIL A

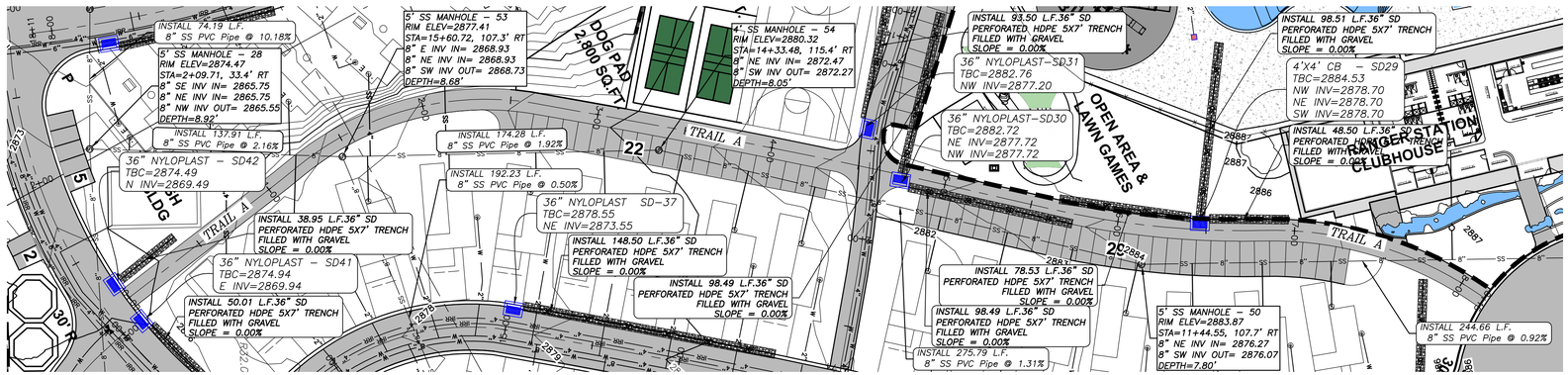
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

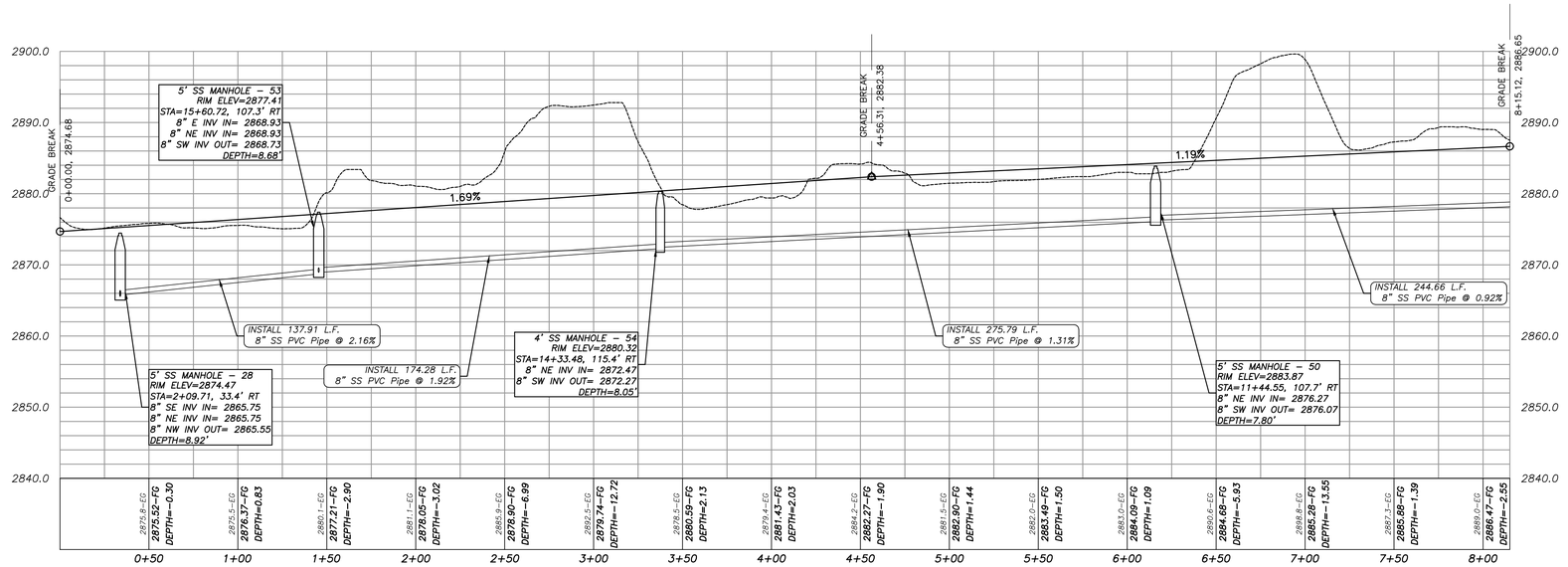


12' TRAIL TYPICAL SECTION
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)





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	REVISIONS		

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
TRAIL A
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

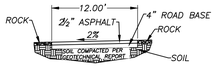
JOB NO.
569-001

SHEET NO.
PP-19

PLAN & PROFILE

PLAN & PROFILE FOR:
TRAIL B & TRAIL C

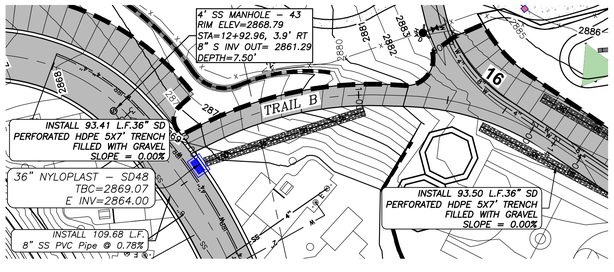
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

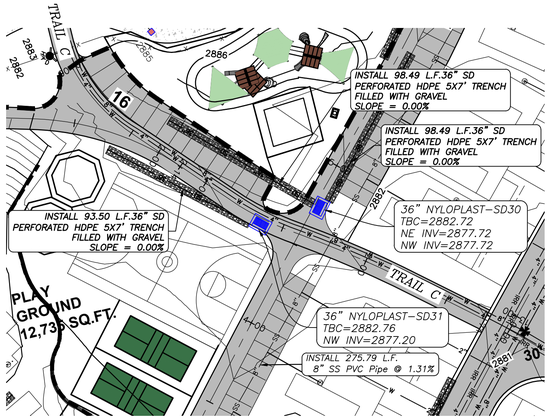


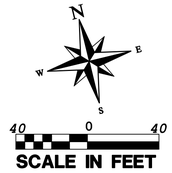
12' TRAIL TYPICAL SECTION
1"=10'

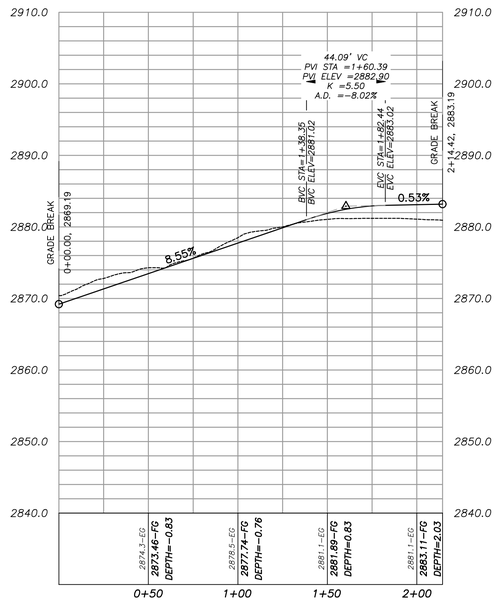
LEGEND

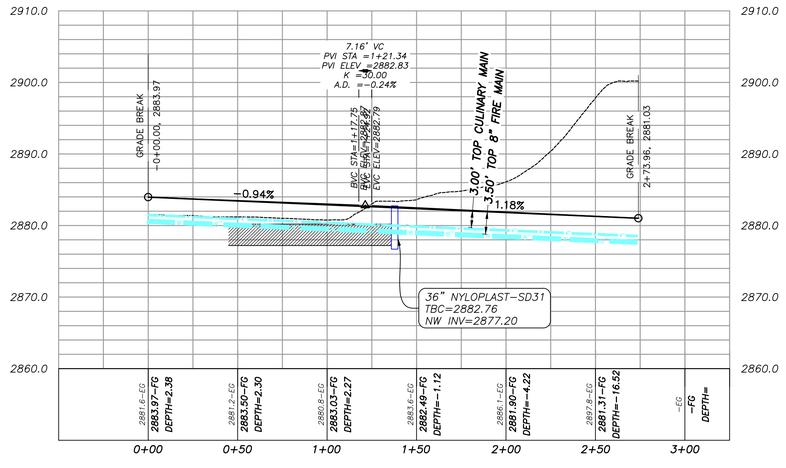
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- RETAINING WALL
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- 4 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)











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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

PRO VALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

PLAN & PROFILE FOR:
TRAIL B & TRAIL C

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

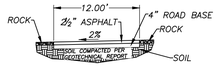
JOB NO.
569-001

SHEET NO:
PP-20

PLAN & PROFILE

PLAN & PROFILE FOR:
TRAIL D

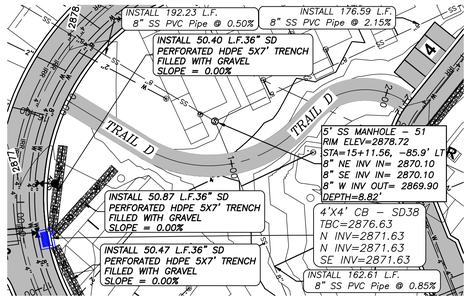
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

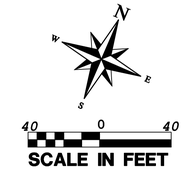


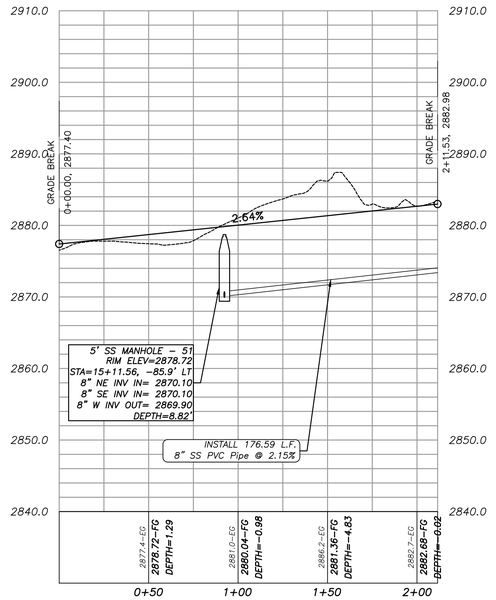
12' TRAIL TYPICAL SECTION
1"=10'

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- UTILITY EASEMENT
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
- 2872 PROPOSED 1' COUNTOUR (MINOR)
- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
- SS 8" PROPOSED SEWER PIPE
- IRR 4" PROPOSED IRRIGATION LINE (SIZE SHOWN)
- PHASE LINE
- PROPOSED PAVEMENT
- STORM DRAIN PIPE
- PROPOSED FIRE HYDRANT
- SHUT-OFF VALVE
- E 50 AMP ELECTRIC PANEL
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)







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	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
TRAIL D
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

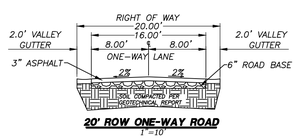
JOB NO.
569-001

SHEET NO:
PP-21

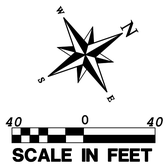
PLAN & PROFILE

PLAN & PROFILE FOR:
TRAIL E & TRAIL F

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



20' ROW ONE-WAY ROAD
1"=10'



SCALE IN FEET

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- 2875 EXISTING 5' CONTOUR
- 2871 EXISTING 1' CONTOUR
- 2875 PROPOSED 5' CONTOUR (MAJOR)
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- W 8" W 8" PROPOSED WATER LINE (SIZE SHOWN)
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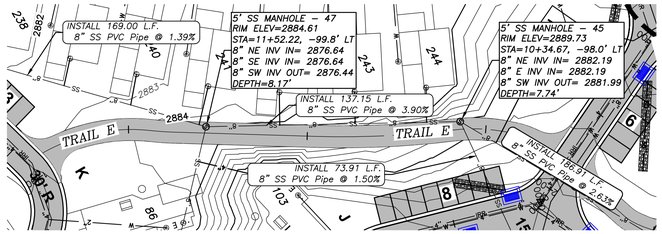
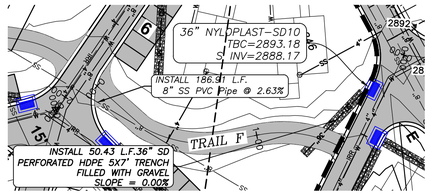
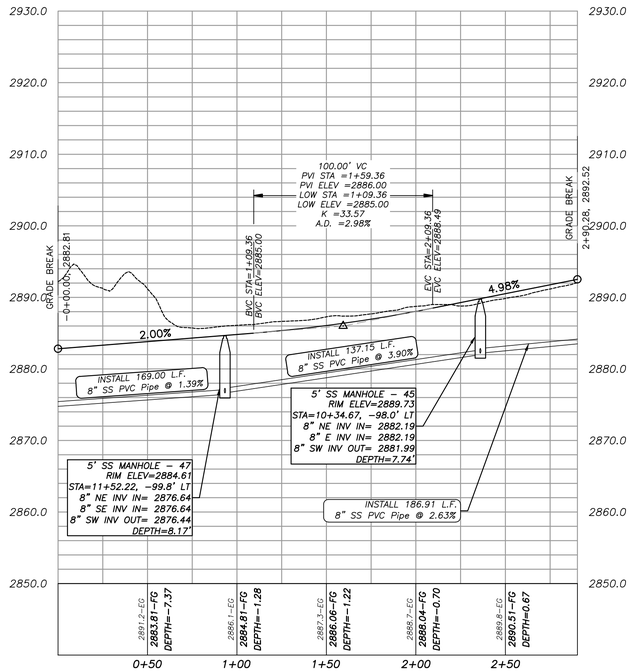
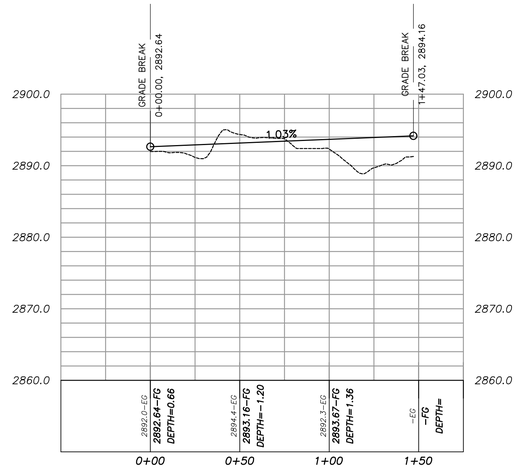
- WATER METER
- 3 WAY WATER VALVE
- PROPOSED SEWER MANHOLE
- CLEANOUT
- PROPOSED STORM DRAIN INLET BOX (SIZE SHOWN)









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Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

UTAH LICENSED PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

PLAN & PROFILE FOR:
TRAIL E & TRAIL F
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=40'

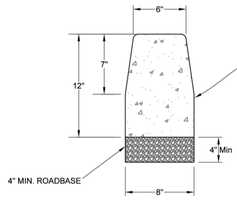
JOB NO.
569-001

SHEET NO:
PP-22

PLAN & PROFILE

DETAIL SHEET 1 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



"A" CURB
N.T.S.

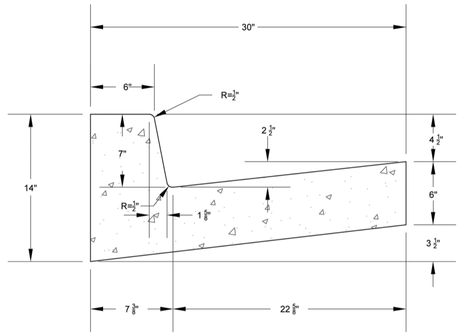
CONCRETE SHALL BE COMPOSED OF COARSE AGGREGATE, FINE AGGREGATE, PORTLAND CEMENT AND WATER, AS PER SECTION 4.8.1.1 OF THE HURRICANE CITY STANDARDS FOR DESIGN AND CONSTRUCTION.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

"A" CURB DETAIL

STANDARD DWG. NO.	
CC 100	1 OF 1
APPROVED:	
DATE: 8-12-19	BY: H.C.E.



STANDARD CURB & GUTTER (TYPE HB30-7)
N.T.S.

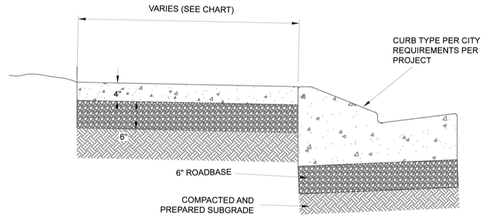
CONCRETE SHALL BE COMPOSED OF COARSE AGGREGATE, FINE AGGREGATE, PORTLAND CEMENT AND WATER, AS PER SECTION 4.8.1.1 OF THE HURRICANE CITY STANDARDS FOR DESIGN AND CONSTRUCTION.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD CURB & GUTTER DETAILS

STANDARD DWG. NO.	
CC 101	1 OF 1
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.



- CROSS SLOPE SHALL BE ¼ INCH RISE PER FOOT FROM TOP OF CURB
- USE CLASS "A" CONCRETE ONLY (6 BAG, TYPE V CEMENT)
- WHERE SIDEWALKS CROSS DRIVEWAYS, MINIMUM THICKNESS SHALL BE AS FOLLOWS:
  RESIDENTIAL: 6" SIDEWALK
  6" ROADBASE
- FIBER EXPANSION JOINTS SHALL BE PLACED AT BOTH ENDS OF DRIVEWAY
- FIBER EXPANSION JOINTS SHALL ALSO BE PLACED BETWEEN DRIVEWAY AND BACK OF SIDEWALK

SIDEWALK	ROAD TYPE				
	LOCAL	COLLECTOR	MAJOR COLLECTOR	ARTERIAL	MAJOR ARTERIAL
WIDTH	5'	5'	5'	5'+	6'+
SCORE JOINT SPACING	5'	5'	5'	5'+	6'+
EXPANSION JOINT SPACING	20'	20'	20'	20'	20'

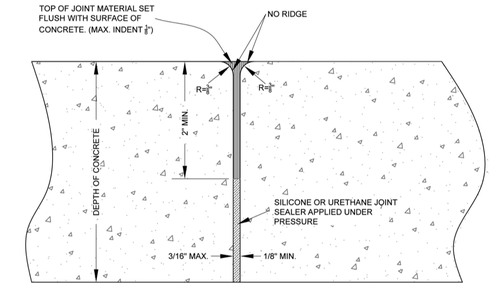
SIDEWALK DETAILS
N.T.S.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

SIDEWALK DETAILS

STANDARD DWG. NO.	
CC 105	1 OF 1
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.



ELEVATION

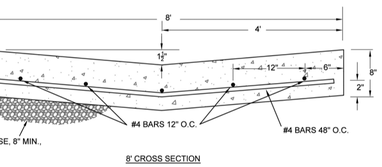
CONCRETE FORM PLATE JOINT DETAIL
N.T.S.

CITY OF HURRICANE

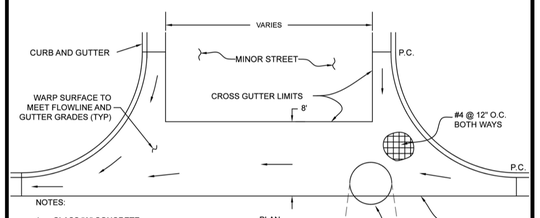
REVISIONS		
DATE	DESCRIPTION	BY

STANDARD CONCRETE FORM PLATE JOINT

STANDARD DWG. NO.	
CJ 102	
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.



8' CROSS SECTION



NOTES:

1. CLASS "A" CONCRETE
2. CROSS GUTTERS ARE USED AT INTERSECTIONS ONLY UNLESS OTHERWISE APPROVED
3. CROSS GUTTER SHALL CROSS THE MINOR STREET
4. ALL REINFORCING STEEL SHALL HAVE 2-INCH MINIMUM CLEAR COVER. SUPPORT CHAIRS, BLOCKS OR OTHER APPROVED EQUAL SHALL BE USED TO RAISE STEEL OFF GROUND
5. REINFORCING TO EXTEND TO LIMITS OF CROSS GUTTER
6. ALL REINFORCING STEEL SHALL BE GRADE 60, ASTM A615.
7. CONTROL JUOINTS MUST NOT BE PLACED GREATER THAN 5' BETWEEN JOINTS.

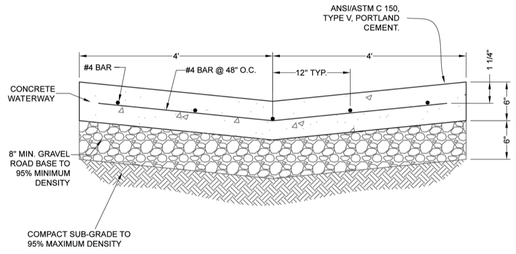
STANDARD 8' CROSS GUTTER
N.T.S.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD 8' CROSS GUTTER

STANDARD DWG. NO.	
CG 100	1 OF 1
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.



CONCRETE SHALL BE COMPOSED OF COARSE AGGREGATE, FINE AGGREGATE, PORTLAND CEMENT AND WATER, AS PER SECTION 4.8.1.1 OF THE HURRICANE CITY STANDARDS FOR DESIGN AND CONSTRUCTION.

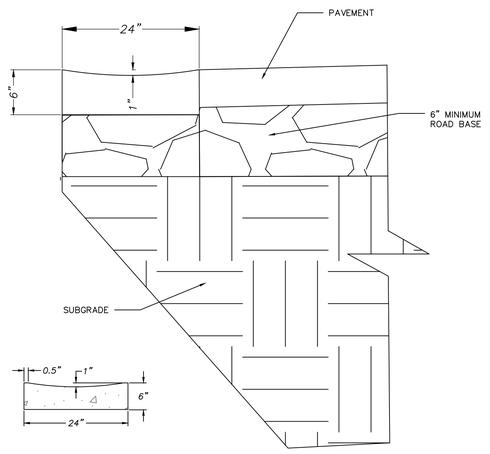
8' WATERWAY
N.T.S.

CITY OF HURRICANE ENGINEERING

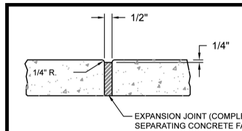
REVISIONS		
DATE	DESCRIPTION	BY

8' WATERWAY DETAIL

STANDARD DWG. NO.	
CG 101	1 OF 1
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.

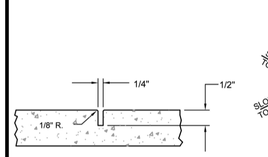


24" VALLEY GUTTER

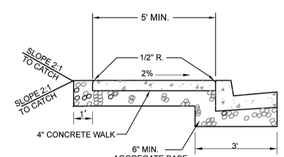


EXPANSION JOINT
N.T.S.

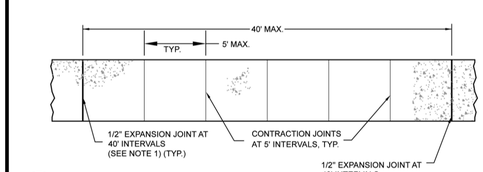
NOTE:
1- ON ALL CURB RETURNS EXPANSION JOINTS SHALL BE PLACED AT P.C. AND P.T. OF THE SIDEWALK.
2- ANY REPLACED SECTIONS OF SIDEWALK SHALL HAVE AN EXPANSION JOINT INSTALLED TO MAINTAIN THE 40' MAX. SPACING.



CONTRACTION JOINT
N.T.S.



TYPICAL SECTION
N.T.S.



PLAN
N.T.S.

CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

CONCRETE SIDEWALK JOINT DETAIL

STANDARD DWG. NO.	
CJ 100	
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

DETAIL SHEET 1 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

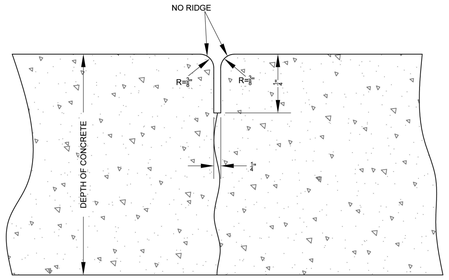
JOB NO.
569-001

SHEET NO:
DT-1

DETAIL SHEET

DETAIL SHEET 2 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



CONCRETE CONTROL JOINT DETAIL

N.T.S.

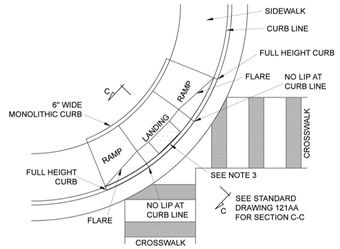
REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE

STANDARD CONCRETE CONTROL JOINT

STANDARD DWG. NO. CJ 104

APPROVED:
DATE: 9-30-19 BY: H.C.E.



CORNER PEDESTRIAN RAMP

NOTES:

1. REFER TO STANDARD DRAWING NUMBER 121AA FOR PEDESTRIAN ACCESS RAMP DETAIL AND SLOPE REQUIREMENTS
2. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF RAMP, LANDING, OR CURB CUT. SEE DETAIL A ON STANDARD DRAWING 121AA FOR DETECTABLE WARNING SURFACE DIMENSIONS
3. LOCATE DETECTABLE WARNING SURFACE SO THAT THE EDGE NEAREST THE STREET IS 6" TO 8" FROM THE CURB LINE
4. WHEN DETECTABLE WARNING SURFACE IS CUT, GRIND REMAINING PORTION OF ANY CUT DOMES. SEAL ALL CUT PANEL EDGES TO PREVENT WATER DAMAGE
5. LOCATE CURB CUT WITHIN CROSSWALK
6. HURRICANE CITY WILL ACCEPT OTHER PEDESTRIAN RAMP DESIGNS AS LONG AS THEY MEET OR EXCEED ADA REQUIREMENTS

STANDARD CORNER PEDESTRIAN RAMP

N.T.S.

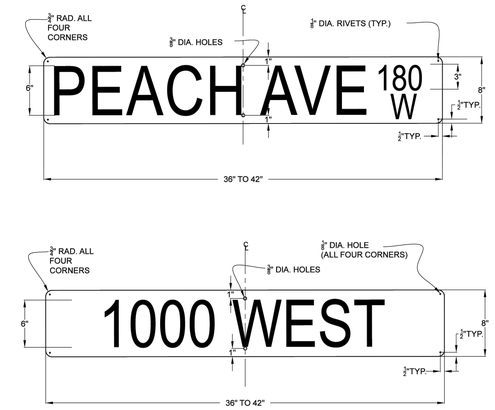
REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

STANDARD CORNER PEDESTRIAN RAMP

STANDARD DWG. NO. PED 100 | 1 OF 9

APPROVED:
DATE: APRIL 2020 BY: H.C.E.



NOTES:

1. BACKGROUND SHALL BE GREEN. LEGEND AND LETTERS SHALL BE WHITE
2. ALL SHEETING SHALL BE HIGH INTENSIRY REFLECTIVE SHEETING (FP-85 TYPE III A)
3. SIGNS SHOULD BE MADE BY THE "REVERSE OUT" PROCESS. NO STICK ON LETTERS. CONTACT CITY SIGN SHOP FOR DETAILS
4. SIGN BLANK SHALL BE 6061-T6 HEAT TREATED HIGH TENSILE DEGREASED ALUMINUM WITH ALODINE 1200 FINISH. MIN. THICKNESS SHALL BE 0.080"
5. EACH SIGN SHALL CONSIST OF TWO PLATES RIVETED TOGETHER AND MOUNTED AS REQUIRED
6. SIGNS ON PRIVATE ROADS ARE REQUIRED AND SHOULD MEET SAME SPECIFICATIONS OF STANDARD SIGNS EXCEPT FOR BACKGROUND COLOR
7. ALL STREETS WITH NAMES SHALL ALSO HAVE THE COORDINATE DESIGNATION ON THE SIGN IN THE APPROPRIATE LOCATION UNLESS OTHERWISE APPROVED
8. CONTACT HURRICANE CITY GIS DEPARTMENT & SUBMIT SIGN PROOFS 2 WEEKS PRIOR TO ORDERING SIGNS.
9. THE FIRST LETTER IN EACH WORD SHALL BE UPPER CASE, WITH THE REMAINDER BEING LOWER CASE. LETTERS AND NUMBERS SHALL CONFORM TO THE HEIGHT, WIDTH, STROKE WIDTH, AND SPACING AS PER THE U.S. DEPT. OF TRANSPORTATION PUBLICATION "STANDARD ALPHABET FOR HIGHWAY SIGNS"

STANDARD STREET SIGN

N.T.S.

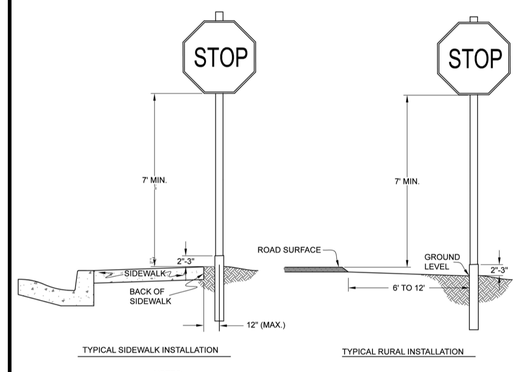
REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

STANDARD STREET SIGN

STANDARD DWG. NO. SS100 | 1 OF 1

APPROVED:
DATE: APRIL 2020 BY: H.C.E.



NOTES:

1. SIGNS SHALL BE PLACED IN CONFORMANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.)
2. STREET NAME SIGNS SHALL BE REQUIRED ON ALL CITY STREETS
3. ALL POST COMPONENTS SHALL BE GALVANIZED STEEL
4. STREET NAME SIGNS SHALL BE PLACED ABOVE STOP SIGN, AS PER CITY STANDARD DRAWING "SIGN POST & MOUNTING DETAILS
5. WHERE PLANTER STRIP LIES BETWEEN SIDEWALK AND CURB, SIGNS SHALL BE INSTALLED IN PLANTER STRIP
6. SIGNS SHALL BE PLACED TO BE CLEARLY VISABLE. ALL OBSTRUCTIONS SUCH AS TREES, POLES, OTHER SIGNS, ETC, SHALL BE AVOIDED

SIGN, POST AND INSTALLATION

N.T.S.

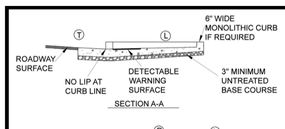
REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

SIGN, POST AND INSTALLATION DETAILS

STANDARD DWG. NO. SS 102 | 1 OF 1

APPROVED:
DATE: APRIL 2020 BY: H.C.E.



NOTES:

1. CONFIGURATION OF RAMPS AND LANDINGS MAY BE CHANGED BUT MUST MEET PEDESTRIAN RAMP DIMENSION AND SLOPE REQUIREMENTS. SPECIFIC SITE CONDITIONS WILL VARY. THE USE OF FLARES, CURB WALLS, ETC. ARE AT THE DISCRETION OF THE ENGINEER
2. PERPENDICULAR AND PARALLEL PEDESTRIAN RAMPS SHOWN ARE ACCEPTABLE FOR USE AT MID BLOCK OR CORNER INSTALLATIONS. REFER TO STANDARD DRAWINGS 121G AND 121H FOR EXAMPLES OF CORNER INSTALLATIONS
3. PROVIDE DETECTABLE WARNING SURFACE FOR FULL WIDTH OF RAMP, LANDING OR CURB CUT. SEE DETAIL A BELOW FOR DETECTABLE WARNING SURFACE DIMENSIONS
4. LOCATE DETECTABLE WARNING SURFACE SO THAT THE EDGE NEAREST THE STREET IS 6" TO 8" FROM THE CURB LINE
5. PROVIDE DETECTABLE WARNING SURFACE THAT CONTRASTS WITH ADJACENT WALKING SURFACE, EITHER LIGHT-ON-DARK OR DARK-ON-LIGHT. ACCEPTABLE COLORS INCLUDE: RED, BLACK OR YELLOW
6. USE CLASS "A" CONCRETE
7. USE UNTREATED BASE COURSE UNDER ALL CONCRETE FLATWORK

SLOPE TABLE			
	ITEM	MAX. RUNNING SLOPE *	MAX. CROSS SLOPE *
L	LANDING	2%(1:48) b	2%(1:48) b
R	RAMP	8.33%(1:12) c	2%(1:48) d
T	TRANSITION	5%(1:20) a	2%(1:48) d
	SIDEWALK		
	FLARE	10% (1V:10H)	2% (1V:48H)

* RUNNING SLOPE IS IN THE DIRECTION OF PEDESTRIAN TRAVEL, WHILE CROSS SLOPE IS PERPENDICULAR TO PEDESTRIAN TRAVEL

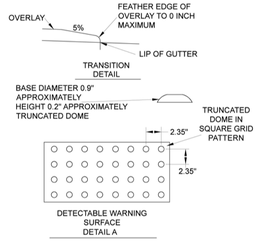
a. TRANSITION RUNNING SLOPE NEEDS TO BE CONSTANT ACROSS ENTIRE CURB CUT. WARP GUTTER PAN TO MEET REQUIRED TRANSITION SLOPE AT CURB CUT

EXCEPTION:

b. SLOPE REQUIREMENTS DO NOT APPLY AT MID-BLOCK CROSSINGS

c. PARALLEL RAMPS ARE NOT REQUIRED TO EXCEED 15 FEET IN LENGTH

d. CROSS SLOPE REQUIREMENT DOES NOT APPLY AT PERPENDICULAR RAMP MID-BLOCK CROSSING



SLOPE AND DETECTABLE WARNING SURFACE DETAILS

N.T.S.

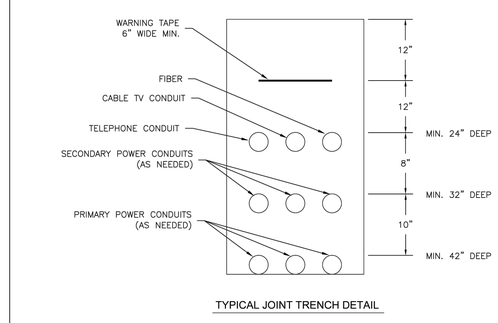
REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

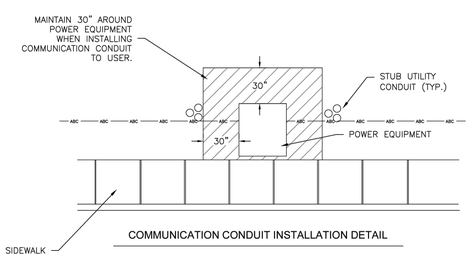
SLOPE AND DETECTABLE WARNING SURFACE DETAILS

STANDARD DWG. NO. PED 108 | 9 OF 9

APPROVED:
DATE: APRIL 2020 BY: H.C.E.



TYPICAL JOINT TRENCH DETAIL



COMMUNICATION CONDUIT INSTALLATION DETAIL

REVISIONS:		
REV	DATE	BY

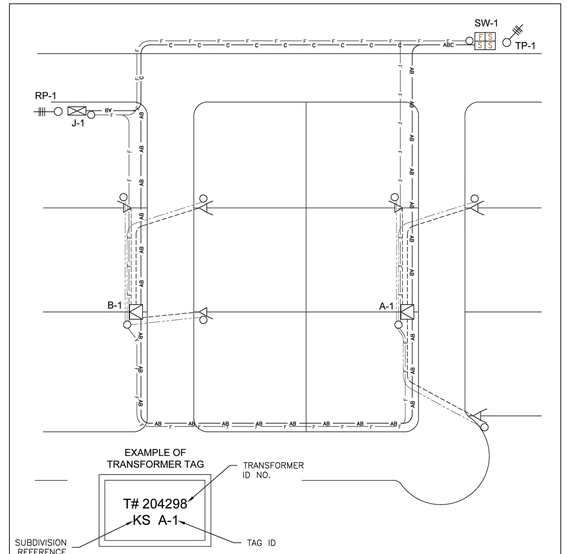
DESCRIPTION

APPROVED BY: --
DRAWN BY: --
DATE: --
FILE: --

TYPICAL JOINT UTILITY TRENCH DETAIL

CITY OF ST. GEORGE
ENERGY SERVICES DEPARTMENT
UNDERGROUND STANDARDS

DETAIL D18



NOTES/LEGEND

1. CONTRACTOR SHALL STENCIL PAINT T-NUMBERS AND TAGS ON THE OUTSIDE OF TRANFORMERS, SWITCHES AND PRIMARY JUNCTIONS. (NUMBERS TO BE PROVIDED BY THE ENERGY SERVICES DEPARTMENT.
2. SEE JOINT UTILITY TRENCH DETAIL D18 FOR INFORMATION ON CONDUIT PLACEMENT.

PAD MOUNT SWITCH GEAR
TRANSFORMER
4-WAY VAULT
SECONDARY BOX
FIBER CONDUIT
PRIMARY POWER CONDUIT
SECONDARY POWER CONDUIT

REVISIONS:		
REV	DATE	BY

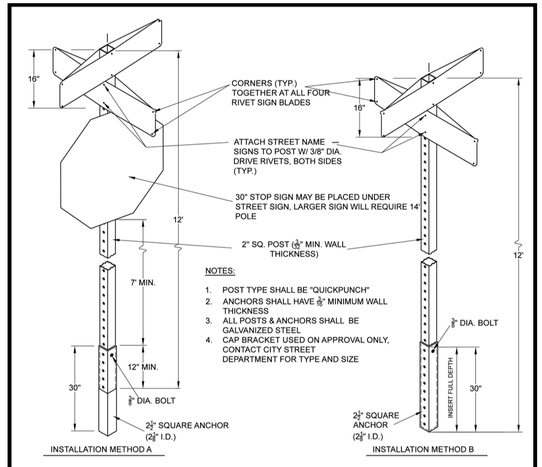
DESCRIPTION

APPROVED BY: --
DRAWN BY: --
DATE: --
FILE: --

TAGGING SYSTEM

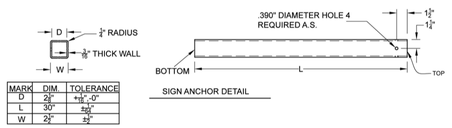
CITY OF ST. GEORGE
ENERGY SERVICES DEPARTMENT
UNDERGROUND STANDARDS

DETAIL D19



NOTES:

1. POST TYPE SHALL BE "QUICKPUNCH"
2. ANCHORS SHALL HAVE ⅜" MINIMUM WALL THICKNESS
3. ALL POSTS & ANCHORS SHALL BE GALVANIZED STEEL
4. CAP BRACKET USED ON APPROVAL ONLY, CONTACT CITY STREET DEPARTMENT FOR TYPE AND SIZE



MARK	DIM.	TOLERANCE
D	2½"	+⅛" -0"
L	30"	±½"
W	2½"	±"

SIGN POST AND MOUNTING DETAILS

N.T.S.

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

SIGN POST AND MOUNTING DETAILS

STANDARD DWG. NO. SS 103 | 1 OF 1

APPROVED:
DATE: APRIL 2020 BY: H.C.E.

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8601

PROFESSIONAL ENGINEER — STATE OF UTAH — PROVALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER — STATE OF UTAH

DETAIL SHEET 2 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH.

DATE: 10/03/2022
SCALE: N.T.S.

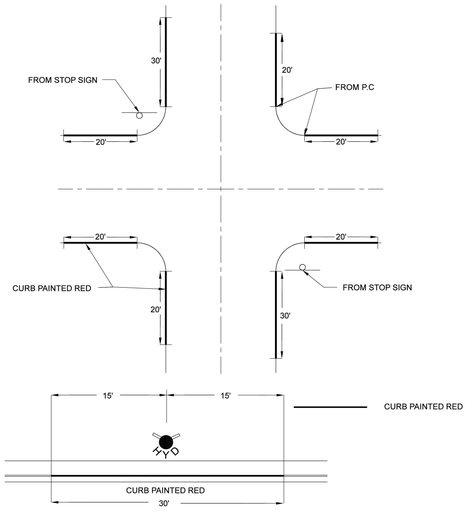
JOB NO.
569-001

SHEET NO.
DT-2

DETAIL SHEET

DETAIL SHEET 3 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



CURB PAINTING DETAIL

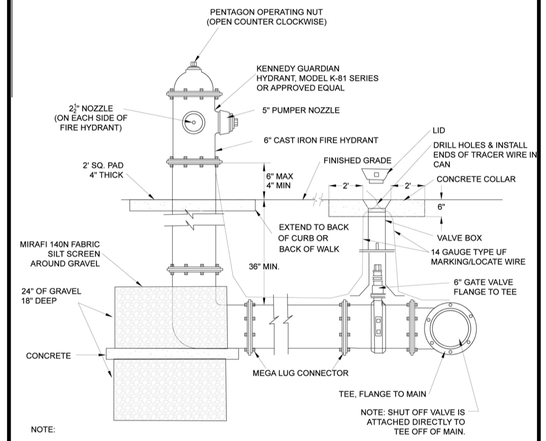
N.T.S.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

CURB PAINTING DETAIL

STANDARD DWG. NO.	
SS 104	1 OF 1
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.



NOTE:

IN GENERAL, HYDRANTS SHALL BE PLACED A MINIMUM OF 6" AND A MAXIMUM OF 12" BEHIND SIDEWALK. WHERE A PLANTER STRIP IS USED, HYDRANT MAY BE PLACED IN CENTER PROVIDED WIDTH OF PLANTER IS 4' OR GREATER

STANDARD FIRE HYDRANT

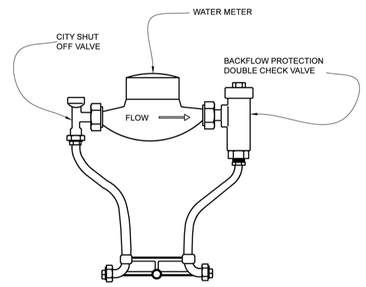
N.T.S.

CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD FIRE HYDRANT DETAILS

STANDARD DWG. NO.	
WD 302	1 OF 1
APPROVED:	
DATE: APRIL 2020	BY: H.C.E.



APPROVED METER SETTERS	
SIZE	FORD MODEL NUMBER
¾"	VBHC72-15W-11-33-NL
1"	VBHC72-15W-11-44-NL
1½"	VBHH76-15B-44-66-NL
2"	VBHH77-15B-44-77-NL

WATER METER SETTER

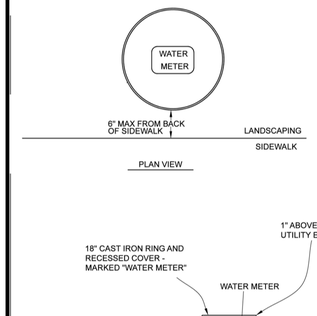
N.T.S.

CITY OF HURRICANE

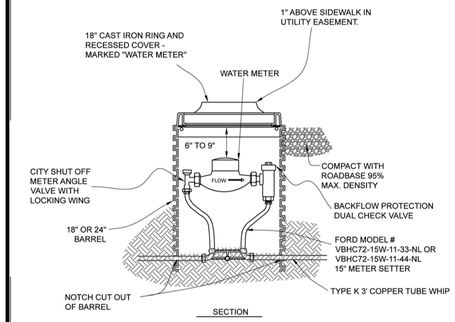
REVISIONS		
DATE	DESCRIPTION	BY

WATER METER SETTER DETAILS

STANDARD DWG. NO.	
WD 303-1	1 OF 4
APPROVED:	
DATE: 8/5/2020	BY: H.C.E.



PLAN VIEW



SECTION

WATER METER BOX

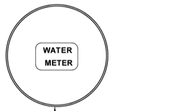
N.T.S.

CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

WATER METER BOX DETAILS

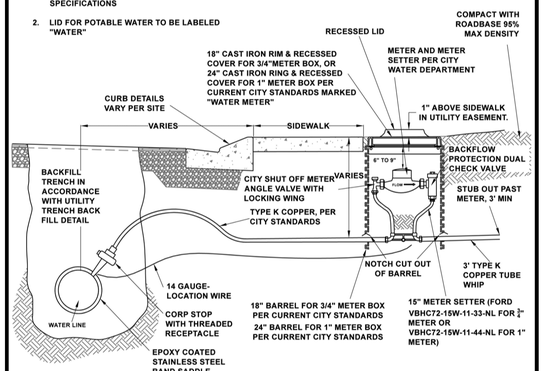
STANDARD DWG. NO.	
WD 302-2	2 OF 4
APPROVED:	
DATE: 8/05/20	BY: H.C.E.



WATER METER PLAN VIEW

NOTES:

1. ALL TRENCH EXCAVATION AND COMPACTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS
2. LID FOR POTABLE WATER TO BE LABELED "WATER"



¾" AND 1" WATER SERVICE AND METER

N.T.S.

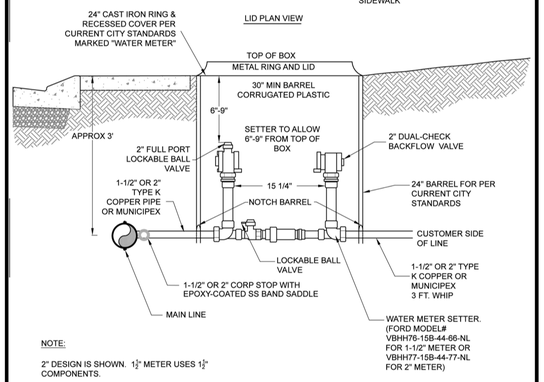
CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

¾" AND 1"WATER SERVICE AND METER

STANDARD DWG. NO.	
WD 303-3	3 OF 4
APPROVED:	
DATE: 8/5/2020	BY: H.C.E.

LID PLAN VIEW



NOTE:

2" DESIGN IS SHOWN. 1½" METER USES 1½" COMPONENTS.

1½" OR 2" WATER SERVICE & METER

N.T.S.

CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

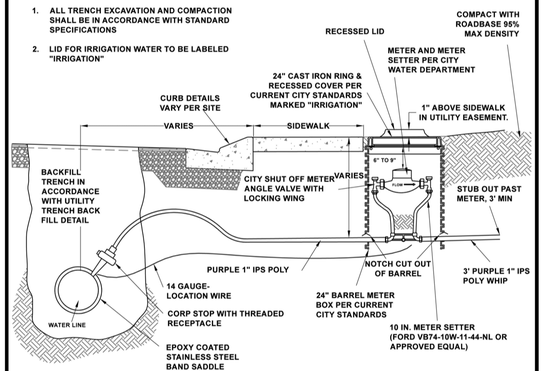
1½" OR 2" WATER SERVICE & METER

STANDARD DWG. NO.	
WD 303-4	4 OF 4
APPROVED:	
DATE: 8/5/2020	BY: H.C.E.

IRRIGATION METER PLAN VIEW

NOTES:

1. ALL TRENCH EXCAVATION AND COMPACTION SHALL BE IN ACCORDANCE WITH STANDARD SPECIFICATIONS
2. LID FOR IRRIGATION WATER TO BE LABELED "IRRIGATION"



1" IRRIGATION SERVICE & METER

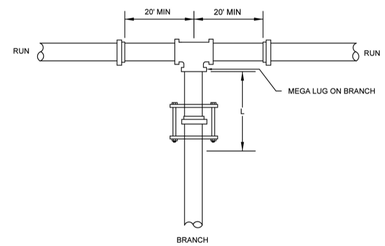
N.T.S.

CITY OF HURRICANE

REVISIONS		
DATE	DESCRIPTION	BY

1" IRRIGATION SERVICE CONNECTION AND METER

STANDARD DWG. NO.	
WD 305-1	1 OF 2
APPROVED:	
DATE: 8/5/2020	BY: H.C.E.



BRANCH SIZE DIAMETER \ RUN SIZE DIAMETER	4	6	8	10	12	14	16	18	20	24
4	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*
8			*	*	*	*	*	*	*	*
10				10	*	*	*	*	*	*
12					28	12	*	*	*	*
14						44	30	17	3	*
16							61	48	35	10
18								77	65	41
20									93	70
24										124

* - FOR THIS CONDITION NEED ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

RESTRAINED LENGTHS, "L" (IN FEET)

1. RESTRAIN THE TWO MECHANICAL JOINTS ON THE RUN SIDES OF THE TEE. THERE SHOULD BE A FULL 20' LENGTH OF PIPE INSTALLED ON EACH SIDE OF THE RUN.
2. ALL JOINTS WITHIN THE LENGTH "L" ON THE BRANCH MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS ON PUSH-ON PIPE PER CITY SPECIFICATION.
3. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

CITY OF HURRICANE ENGINEERING

REVISIONS		
DATE	DESCRIPTION	BY

STANDARD TEE FOR PVC
RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO.	
WD 306	1 OF 1
APPROVED:	
DATE: OCT. 2020	BY: H.C.E.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY
RASMUSSEN
10/4/22

DETAIL SHEET 3 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

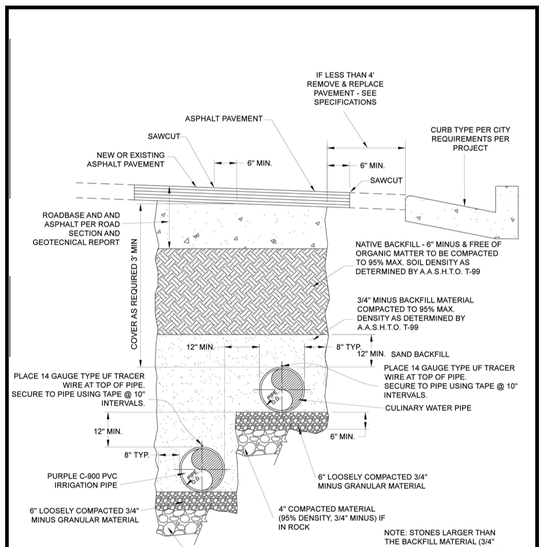
JOB NO.
563-001

SHEET NO:
DT-3

DETAIL SHEET

DETAIL SHEET 4 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



JOINT IRRIGATION AND CULINARY WATER TRENCH

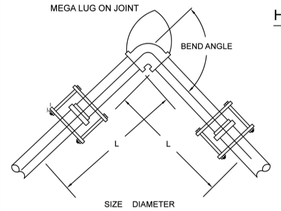
N.T.S.

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

JOINT IRRIGATION AND CULINARY WATER TRENCH

STANDARD DWG. NO. WD 301 | 1 OF 1
APPROVED:
DATE: 8/5/2020 | BY: H.C.E.



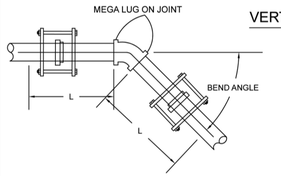
HORIZONTAL BEND

1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

SIZE DIAMETER

BEND ANGLE	4	6	8	10	12	14	16	18	20
11.25	3	4	5	5	6	7	8	9	9
22.5	5	7	9	10	12	14	15	17	18
45	10	13	17	21	24	28	31	34	38
90	23	30	42	50	58	66	75	82	90

RESTRAINED LENGTHS, "L" (IN FEET)



VERTICAL DOWN BEND

1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

SIZE DIAMETER

BEND ANGLE	4	6	8	10	12	14	16	18	20
11.25	9	12	16	19	22	25	28	31	34
22.5	17	24	31	37	44	50	56	62	68
45	35	50	65	77	91	103	116	128	145

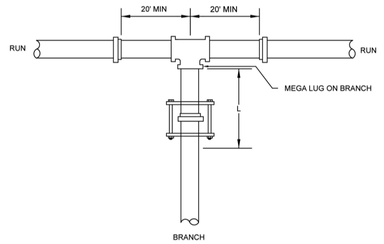
RESTRAINED LENGTHS, "L" (IN FEET)

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

STANDARD BENDS FOR DUCTILE IRON w/POLY WRAP RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 310 | 1 OF 1
APPROVED:
DATE: OCT. 2020 | BY: H.C.E.



RUN SIZE DIAMETER

BRANCH SIZE DIAMETER	4	6	8	10	12	14	16	18	20	24
4	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*
8			*	*	*	*	*	*	*	*
10				10	*	*	*	*	*	*
12					28	12	*	*	*	*
14						44	30	17	3	*
16							61	48	35	10
18								77	65	41
20									93	70
24										124

* - FOR THIS CONDITION NEED ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

RESTRAINED LENGTHS, "L" (IN FEET)

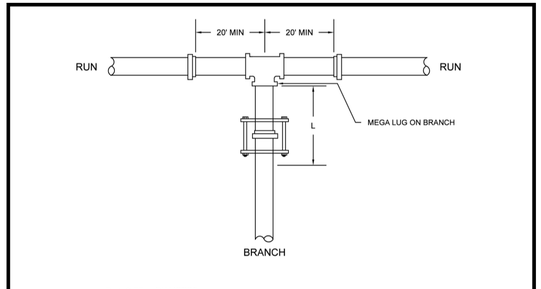
1. RESTRAIN THE TWO MECHANICAL JOINTS ON THE RUN SIDES OF THE TEE. THERE SHOULD BE A FULL 20' LENGTH OF PIPE INSTALLED ON EACH SIDE OF THE RUN.
2. ALL JOINTS WITHIN THE LENGTH "L" ON THE BRANCH MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS ON PUSH-ON PIPE PER CITY SPECIFICATION.
3. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

STANDARD TEE FOR PVC RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 306 | 1 OF 1
APPROVED:
DATE: OCT. 2020 | BY: H.C.E.



RUN SIZE DIAMETER

BRANCH SIZE DIAMETER	4	6	8	10	12	14	16	18	20	24
4	*	*	*	*	*	*	*	*	*	*
6		*	*	*	*	*	*	*	*	*
8			*	*	*	*	*	*	*	*
10				19	*	*	*	*	*	*
12					52	22	*	*	*	*
14						82	56	30	5	*
16							114	88	64	18
18								143	119	73
20									172	126
24										227

* - FOR THIS CONDITION NEED ONLY RESTRAIN THE BRANCH OUTLET OF THE TEE.

RESTRAINED LENGTHS, "L" (IN FEET)

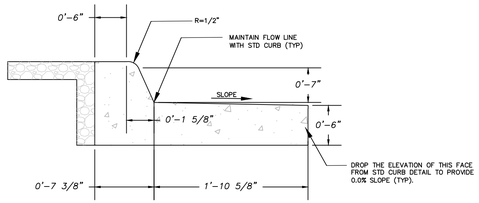
1. RESTRAIN THE TWO MECHANICAL JOINTS ON THE RUN SIDES OF THE TEE. THERE SHOULD BE A FULL 18' LENGTH OF PIPE INSTALLED ON EACH SIDE OF THE RUN.
2. ALL JOINTS WITHIN THE LENGTH "L" ON THE BRANCH MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS ON PUSH-ON PIPE PER CITY SPECIFICATION.
3. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

STANDARD TEE FOR DUCTILE IRON w/POLY WRAP RESTRAINING SYSTEM DETAIL

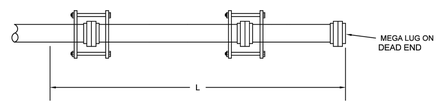
STANDARD DWG. NO. WD 309 | 1 OF 1
APPROVED:
DATE: OCT. 2020 | BY: H.C.E.



SPILL CURB DETAIL

NOT TO SCALE

STANDARD DEAD END FOR DUCTILE IRON



1. ALL JOINTS WITHIN LENGTH "L" MUST BE RESTRAINED. USE RETAINER GLAND AT MECHANICAL JOINTS AND HARNESS WITH PUSH-ON PIPE PER CITY SPECIFICATION.
2. FOR TEST PRESSURES AND LAYING CONDITIONS SEE SECTION ON GENERAL NOTES FOR USE OF RESTRAINED JOINT LENGTHS.

PIPE SIZE IN INCHES

4	6	8	10	12	14	16	18	20
85	119	156	186	219	248	279	309	338

RESTRAINED LENGTHS, "L" (IN FEET)

RESTRAINED JOINT LENGTHS USAGE GENERAL NOTES

RESTRAINED LENGTH CALCULATIONS ARE BASED ON THE FOLLOWING DESIGN TYPICALLY USED WITH BACKFILL IN THE CITY OF HURRICANE.

1. THREE (3) FEET MINIMUM DEPTH OF COVER.
2. A SAFTEY FACTOR OF 1.5
3. SOIL TYPE SANDY CLAY
4. TYPE 5 TRENCH COMPACTION FROM FOUR (4) INCHES MINIMUM UNDER THE PIPE TO THE CENTER LINE OF THE PIPE, AND COMPACTED GRANULAR OR SELECTED MATERIAL FROM THE CENTER LINE OF THE PIPE TO THE TOP OF THE PIPE (90 PERCENT STANDARD PROCTOR DENSITY, AASHTO T-99).
5. 200 PSI TEST PRESSURES FOR FOUR (4) THROUGH SIXTEEN (16) INCH SIZE PIPES.

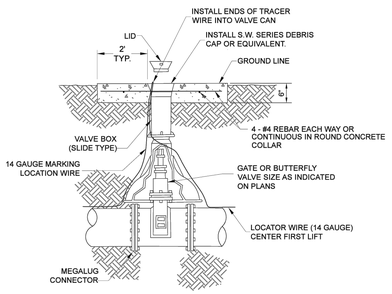
IF ACTUAL CONDITIONS DIFFER FROM THOSE LISTED ABOVE OR THE REQUIRED RESTRAINED LENGTH CANNOT BE MET, THE RESTRAINED JOINT LENGTH SHALL BE DETERMINED BY THE WATER AND POWER ENGINEER.

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE ENGINEERING

STANDARD DEAD END/ INLINE VALVE FOR DUCTILE IRON w/POLY WRAP RESTRAINING SYSTEM DETAIL

STANDARD DWG. NO. WD 311 | 1 OF 1
APPROVED:
DATE: 5/4/2021 | BY: H.C.E.



NOTES:

1- PAD SHALL EXTEND 2'-0" BEYOND EACH VALVE BOX

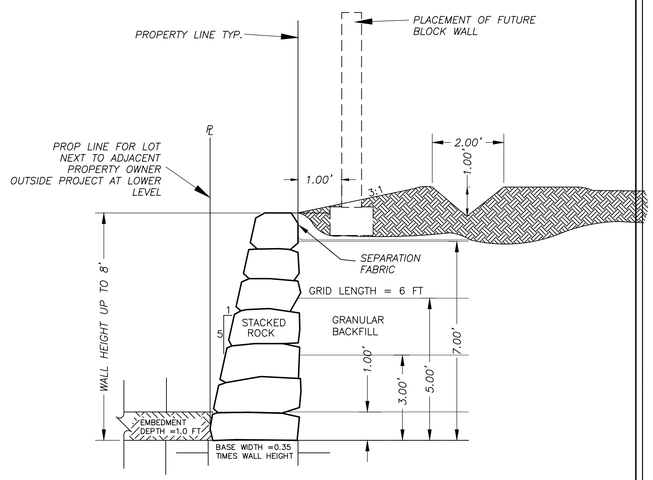
2- MARK CONCRETE COLLAR ON WATER VALVE BOXES WITH ARROW INDICATING DIRECTION OF FLOW & SIZE OF LINE.

REVISIONS		
DATE	DESCRIPTION	BY

CITY OF HURRICANE

MAIN LINE VALVE

STANDARD DWG. NO. WD 316 | 1 OF 1
APPROVED:
DATE: 5/4/2021 | BY: H.C.E.



1. MINIMUM SETBACK OF STRUCTURAL LOADS FROM THE BACKSIDE OF UPPERWALL IS 6 FEET.
2. GEOGRID TO BE HUESKER 35/20-20 OR EQUIVALENT.
3. GEOGRIDS SHOULD BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND THE BACKFILL SOIL SHOULD BE COMPACTED TO 95% OF THE MAXIMUM DRY DENSITY AS DETERMINED BY ASTM D-1557. AT LEAST 2 TESTS PER 100 FEET OF WALL LENGTH FOR EACH 2 FEET OF BACKFILL SHALL BE TAKEN.
4. BACKFILL SOIL TO BE SILTY SAND OR SIMILAR GRANULAR MATERIAL.
5. THE CONTRACTOR SHALL HAVE SUFFICIENT ROCK AVAILABLE SUCH THAT SUITABLE SIZED ROCK CAN BE SELECTED FOR EACH SPACE IN THE ROCK WALL. INTERNAL VOID SPACE SHALL BE KEPT A MINIMUM.
6. FOR TABULAR ROCKS THE LONG DIMENSIONS SHALL BE INSTALLED PARALLEL WITH THE GROUND SURFACE.
7. CARE SHOULD BE TAKEN TO KEEP SOIL AND GRAVEL OFF OF THE BEARING SURFACES BEFORE THE NEXT ROCK IS PUT IN PLACE. WHENEVER POSSIBLE EACH ROCK SHOULD BEAR ON AT LEAST TWO ROCKS BELOW IT.
8. ROCKS PLACED AT THE TOP OF THE WALL SHOULD BE HEAVY ENOUGH OR OTHERWISE PLACED SUCH THAT THEY CANNOT BE EASILY DISLODGED FROM THEIR POSITION.
9. ROCK SHALL BE PLACED TO GRADUALLY DECREASE IN SIZE WITH INCREASING WALL HEIGHT.
10. SLOPING BACKFILL, SURCHARGE LOADS, OR CLAYEY BACKFILL MAY REQUIRE ALTERATION OF THE WALL DESIGN.
11. ROCK TO BE APPROVED BY GEOTECHNICAL ENGINEER PRIOR TO CONSTRUCTION.
12. BOTTOM ROCK TO BE ESTABLISHED ON FIRM SOIL WITH MINIMUM 1.0 FT EMBANKMENT.
13. SOIL AT THE TOE OF THE WALL TO REMAIN LEVEL FOR AT LEAST 5 FEET PAST THE TOE.

ROCK WALL DETAIL

NOT TO SCALE

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

DETAIL SHEET 4 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

JOB NO.
569-001

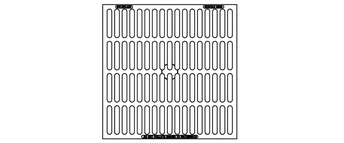
SHEET NO:
DT-4

DETAIL SHEET

DETAIL SHEET 5 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

3 FT X 3 FT ROAD & HIGHWAY FAMILY



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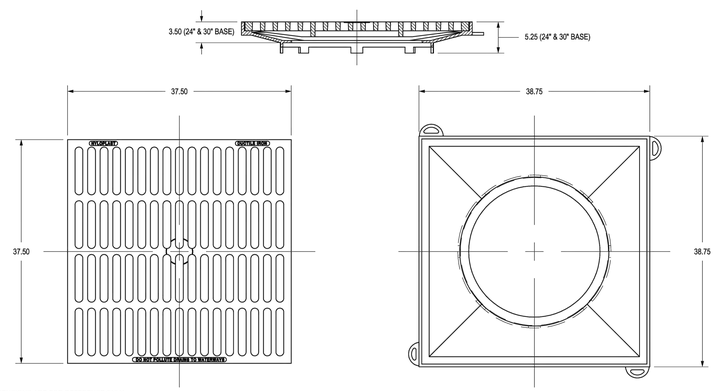
3 FT X 3 FT ROAD & HIGHWAY FRAME AND GRATE

APPROX. DRAIN AREA = 688.66 SQ IN



DIMENSIONS ARE FOR REFERENCE ONLY
ACTUAL DIMENSIONS MAY VARY
DIMENSIONS ARE IN INCHES
GRATE MEETS H-20 LOAD RATING
QUALITY: MATERIALS SHALL CONFORM TO ASTM A536 GRADE 70-50-05
PAINT: CASTINGS ARE FURNISHED WITH A BLACK PAINT

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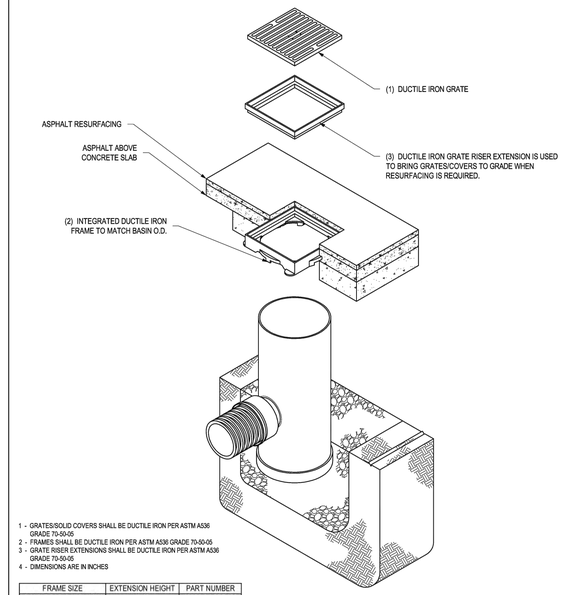
ROAD & HIGWAY GRATE RISER EXTENSION



1 - GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3 - GRATE RISER EXTENSIONS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
4 - DIMENSIONS ARE IN INCHES

FRAME SIZE	EXTENSION HEIGHT	PART NUMBER
2' X 2' ROAD & HIGHWAY	2.00	3299CGSQER200
2' X 3' ROAD & HIGHWAY	2.00	3299CGREER200

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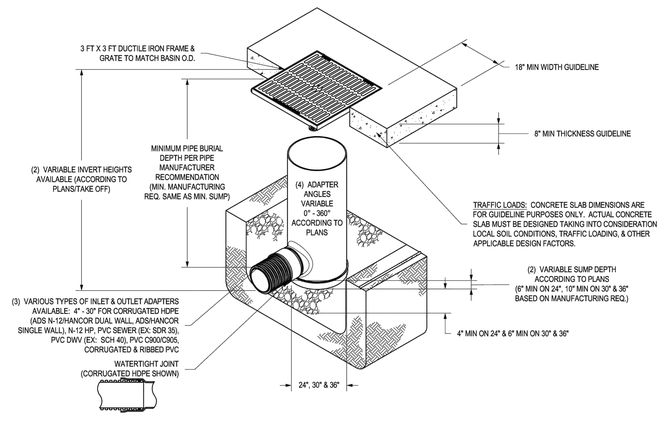
NYLOPLAST 3 FT X 3FT ROAD & HIGHWAY STRUCTURE



1 - 24" - 30" FRAMES & 3 FT X 3 FT GRATES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS.
3 - DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS N-12/HANCOR DUAL WALL), N-12 HP, & PVC SEWER.
4 - ADAPTERS CAN BE MOUNTED ON ANY ANGLE 0° TO 360°. TO DETERMINE MINIMUM ANGLE BETWEEN ADAPTERS SEE DRAWING NO. 7001-110-012.
5 - 3 FT X 3 FT ROAD & HIGHWAY GRATE SHALL MEET H-20 LOAD RATING.

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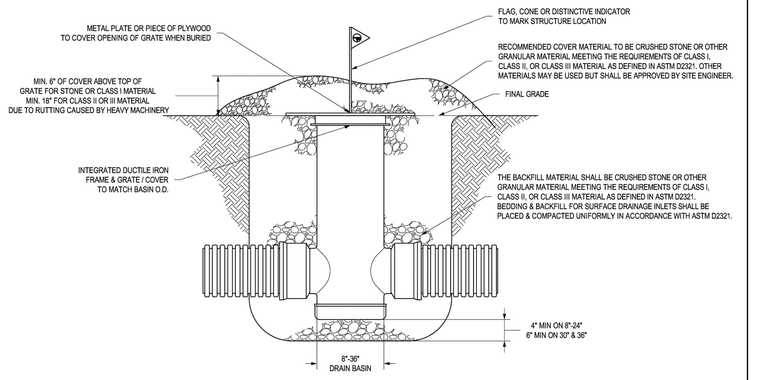
NYLOPLAST DRAIN BASIN CONSTRUCTION PROTECTION DETAIL - OPTION 1

(BURIED STRUCTURE DETAIL)



1 - GRATES/SOLID COVER SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
2 - FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05.
3 - DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS. RISERS ARE NEEDED FOR BASINS OVER 84" DUE TO SHIPPING RESTRICTIONS. IN THE EVENT A BASIN IS DAMAGED DURING CONSTRUCTION, RISER SECTIONS CAN BE USED FOR FIELD REPAIRS.
4 - COVER MATERIAL SHALL CONFORM TO MANUFACTURER'S RECOMMENDATION OR APPROVED BY SITE ENGINEER. MATERIAL SHALL BE ABLE TO SUPPORT VEHICLE TRAFFIC AND SHALL COVER THE STRUCTURE A MINIMUM OF 6".

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REVISIONS

NO	DESCRIPTION	DATE	BY

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Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

DETAIL SHEET 5 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

JOB NO.
569-001

SHEET NO:
DT-5

DETAIL SHEET

DETAIL SHEET 6 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

PROJECT INFORMATION	
ENGINEERED PRODUCT MANAGER	
ADS SALES REP	
PROJECT NO.	

ADS Advanced Drainage Systems, Inc.

ADS SiteAssist® FOR STORMTECH INSTALLATION INSTRUCTIONS VISIT OUR APP

GLAMPERS INN
HURRICANE, UT

MC-7200 STORMTECH CHAMBER SPECIFICATIONS

1. CHAMBERS SHALL BE STORMTECH MC-7200.
2. CHAMBERS SHALL BE ARCH-SHAPED AND SHALL BE MANUFACTURED FROM VIRGIN, IMPACT-MODIFIED POLYPROPYLENE COPOLYMERS.
3. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101.
4. CHAMBER ROWS SHALL PROVIDE CONTINUOUS, UNOBSTRUCTED INTERNAL SPACE WITH NO INTERNAL SUPPORTS THAT WOULD IMPEDE FLOW OR LIMIT ACCESS FOR INSPECTION.
5. THE STRUCTURAL DESIGN OF THE CHAMBERS, THE STRUCTURAL BACKFILL, AND THE INSTALLATION REQUIREMENTS SHALL ENSURE THAT THE LOAD FACTORS SPECIFIED IN THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, SECTION 12.12, ARE MET FOR: 1) LONG-DURATION DEAD LOADS AND 2) SHORT-DURATION LIVE LOADS, BASED ON THE AASHTO DESIGN TRUCK WITH CONSIDERATION FOR IMPACT AND MULTIPLE VEHICLE PRESENCES.
6. CHAMBERS SHALL BE DESIGNED, TESTED AND ALLOWABLE LOAD CONFIGURATIONS DETERMINED IN ACCORDANCE WITH ASTM F2787, "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS". LOAD CONFIGURATIONS SHALL INCLUDE: 1) INSTANTANEOUS (+1 MIN) AASHTO DESIGN TRUCK LIVE LOAD ON MINIMUM COVER 2) MAXIMUM PERMANENT (75-YR) COVER LOAD AND 3) ALLOWABLE COVER WITH PARKED (1-WEEK) AASHTO DESIGN TRUCK.
7. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.
8. ONLY CHAMBERS THAT ARE APPROVED BY THE SITE DESIGN ENGINEER WILL BE ALLOWED. UPON REQUEST BY THE SITE DESIGN ENGINEER OR OWNER, THE CHAMBER MANUFACTURER SHALL SUBMIT A STRUCTURAL EVALUATION FOR APPROVAL BEFORE DELIVERING CHAMBERS TO THE PROJECT SITE AS FOLLOWS:
   - THE STRUCTURAL EVALUATION SHALL BE SEALED BY A REGISTERED PROFESSIONAL ENGINEER.
   - THE STRUCTURAL EVALUATION SHALL DEMONSTRATE THAT THE SAFETY FACTORS ARE GREATER THAN OR EQUAL TO 1.95 FOR DEAD LOAD AND 1.75 FOR LIVE LOAD, THE MINIMUM REQUIRED BY ASTM F2787 AND BY SECTIONS 3 AND 12.12 OF THE AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS FOR THERMOPLASTIC PIPE.
   - THE TEST DERIVED CREEP MODULUS AS SPECIFIED IN ASTM F2418 SHALL BE USED FOR PERMANENT DEAD LOAD DESIGN EXCEPT THAT IT SHALL BE THE 75-YEAR MODULUS USED FOR DESIGN.
9. CHAMBERS AND END CAPS SHALL BE PRODUCED AT AN ISO 9001 CERTIFIED MANUFACTURING FACILITY.

IMPORTANT - NOTES FOR THE BIDDING AND INSTALLATION OF MC-7200 CHAMBER SYSTEM

1. STORMTECH MC-7200 CHAMBERS SHALL NOT BE INSTALLED UNTIL THE MANUFACTURER'S REPRESENTATIVE HAS COMPLETED A PRE-CONSTRUCTION MEETING WITH THE INSTALLERS.
2. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. CHAMBERS ARE NOT TO BE BACKFILLED WITH A DOZER OR EXCAVATOR SITUATED OVER THE CHAMBERS. STORMTECH RECOMMENDS 3 BACKFILL METHODS:
   - STONE/SHOOTER LOCATED OFF THE CHAMBER BED.
   - BACKFILL AS ROWS ARE BUILT USING AN EXCAVATOR ON THE FOUNDATION STONE OR SUBGRADE.
   - BACKFILL FROM OUTSIDE THE EXCAVATION USING A LONG BOOM HOE OR EXCAVATOR.
4. THE FOUNDATION STONE SHALL BE LEVELED AND COMPACTED PRIOR TO PLACING CHAMBERS.
5. JOINTS BETWEEN CHAMBERS SHALL BE PROPERLY SEATED PRIOR TO PLACING STONE.
6. MAINTAIN MINIMUM - 9" (230 mm) SPACING BETWEEN THE CHAMBER ROWS.
7. INLET AND OUTLET MANIFOLDS MUST BE INSERTED A MINIMUM OF 12" (300 mm) INTO CHAMBER END CAPS.
8. EMBEDMENT STONE SURROUNDING CHAMBERS MUST BE A CLEAN, CRUSHED, ANGULAR STONE MEETING THE AASHTO M43 DESIGNATION OF #3 OR #4.
9. STONE SHALL BE BROUGHT UP EVENLY AROUND CHAMBERS SO AS NOT TO DISTORT THE CHAMBER SHAPE. STONE DEPTHS SHOULD NEVER DIFFER BY MORE THAN 12" (300 mm) BETWEEN ADJACENT CHAMBER ROWS.
10. STONE MUST BE PLACED ON THE TOP CENTER OF THE CHAMBER TO ANCHOR THE CHAMBERS IN PLACE AND PRESERVE ROW SPACING.
11. THE CONTRACTOR MUST REPORT ANY DISCREPANCIES WITH CHAMBER FOUNDATION MATERIAL BEARING CAPACITIES TO THE SITE DESIGN ENGINEER.
12. ADS RECOMMENDS THE USE OF "FLEXSTORM CATCH IT" INSERTS DURING CONSTRUCTION FOR ALL INLETS TO PROTECT THE SUBSURFACE STORMWATER MANAGEMENT SYSTEM FROM CONSTRUCTION SITE RUNOFF.

NOTES FOR CONSTRUCTION EQUIPMENT

1. STORMTECH MC-7200 CHAMBERS SHALL BE INSTALLED IN ACCORDANCE WITH THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
2. THE USE OF EQUIPMENT OVER MC-7200 CHAMBERS IS LIMITED:
   - NO EQUIPMENT IS ALLOWED ON BARE CHAMBERS.
   - NO RUBBER TIRED LOADER, DUMP TRUCK, OR EXCAVATORS ARE ALLOWED UNTIL PROPER FILL DEPTHS ARE REACHED IN ACCORDANCE WITH THE "STORMTECH MC-3500/MC-7200 CONSTRUCTION GUIDE".
   - WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT CAN BE FOUND IN THE "STORMTECH MC-7200 CONSTRUCTION GUIDE".
3. FULL 36" (900 mm) OF STABILIZED COVER MATERIALS OVER THE CHAMBERS IS REQUIRED FOR DUMP TRUCK TRAVEL OR DUMPING.

USE OF A DOZER TO PUSH EMBEDMENT STONE BETWEEN THE ROWS OF CHAMBERS MAY CAUSE DAMAGE TO CHAMBERS AND IS NOT AN ACCEPTABLE BACKFILL METHOD. ANY CHAMBERS DAMAGED BY USING THE "DUMP AND PUSH" METHOD ARE NOT COVERED UNDER THE STORMTECH STANDARD WARRANTY.

CONTACT STORMTECH AT 1-888-892-2694 WITH ANY QUESTIONS ON INSTALLATION REQUIREMENTS OR WEIGHT LIMITS FOR CONSTRUCTION EQUIPMENT.

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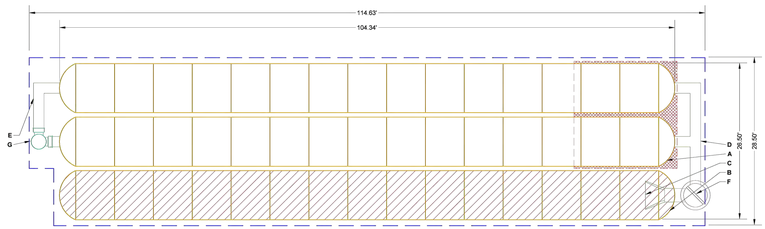
PROPOSED LAYOUT: MAD MOOSE RENTAL-2		PROPOSED ELEVATIONS: MAD MOOSE RENTAL-2		*INVERT ABOVE BASE OF CHAMBER			
		MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	2899.38	PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT* / MAX FLOW
45	STORMTECH MC-7200 CHAMBERS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	2894.88				
6	STORMTECH MC-7200 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	2894.38	PREFABRICATED END CAP	A	18" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP18B / TYP OF ALL 18" BOTTOM CONNECTIONS	1.97"
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	2894.38				
60	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	2894.38	PREFABRICATED END CAP	B	24" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP24B / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.26"
40	STONE VOID	TOP OF STONE:	2893.38				
19089	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF MC-7200 CHAMBER:	2892.38	FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MC720024RAMP	
		24" ISOLATOR ROW PLUS INVERT:	2887.57	MANIFOLD	D	18" x 18" BOTTOM MANIFOLD, ADS N-12	1.97"
		COVER STONE INCLUDED)	2887.54	MANIFOLD	E	18" x 18" BOTTOM MANIFOLD, ADS N-12	1.97"
		18" x 18" BOTTOM MANIFOLD INVERT:	2887.54	CONCRETE STRUCTURE	F	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)	11.0 CFS IN
3227	SYSTEM AREA (SF)	18" BOTTOM CONNECTION INVERT:	2887.54	WYE/IER			
286.3	SYSTEM PERIMETER (ft)	BOTTOM OF MC-7200 CHAMBER:	2887.38	NYLOPLAST (OUTLET)	G	30" DIAMETER (DESIGN BY ENGINEER)	8.0 CFS OUT
		BOTTOM OF STONE:	2892.38				



ISOLATOR ROW PLUS (SEE DETAIL)

PLACE MINIMUM 17.50' OF ADSPLUS175 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES
- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS. THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.
- **NOT FOR CONSTRUCTION:** THIS LAYOUT IS FOR DIMENSIONAL PURPOSES ONLY TO PROVE CONCEPT & THE REQUIRED STORAGE VOLUME CAN BE ACHIEVED ON SITE.

GLAMPERS INN — HURRICANE, UT — DRAWN: AB — CHECKED: N/A — DATE: — PROJECT #: — DESCRIPTION — DRW. CHK. — DATE

StormTech® Chamber System — 888-892-2694 | WWW.STORMTECH.COM

4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473

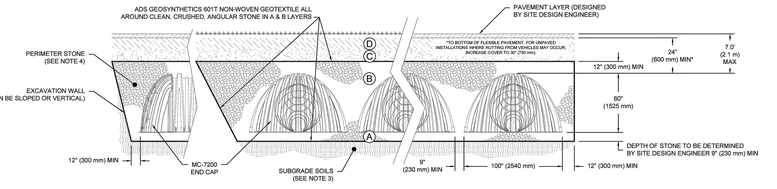
0 — 20' — 40'

THE CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS ARE MET. ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS SET FORTH IN THIS DRAWING. IT IS THE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS SPECIFIED MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

SHEET 2 OF 8

ACCEPTABLE FILL MATERIALS: STORMTECH MC-7200 CHAMBER SYSTEMS				
	MATERIAL LOCATION	DESCRIPTION	AASHTO MATERIAL CLASSIFICATIONS	COMPACTION / DENSITY REQUIREMENT
D	**FINAL FILL:** FILL MATERIAL FOR LAYER 'D' STARTS FROM THE TOP OF THE 'C' LAYER TO THE BOTTOM OF FLEXIBLE PAVEMENT OR UNPAVED FINISHED GRADE ABOVE. NOTE THAT PAVEMENT SUBBASE MAY BE PART OF THE 'D' LAYER	ANY SOIL/ROCK MATERIALS, NATIVE SOILS, OR PER ENGINEER'S PLANS. CHECK PLANS FOR PAVEMENT SUBGRADE REQUIREMENTS.	N/A	PREPARE PER SITE DESIGN ENGINEER'S PLANS. PAVED INSTALLATIONS MAY HAVE STRINGENT MATERIAL AND PREPARATION REQUIREMENTS.
C	**INITIAL FILL:** FILL MATERIAL FOR LAYER 'C' STARTS FROM THE TOP OF THE EMBEDMENT STONE ('B' LAYER) TO 24" (600 mm) ABOVE THE TOP OF THE CHAMBER. NOTE THAT PAVEMENT SUBBASE MAY BE A PART OF THE 'C' LAYER.	GRANULAR WELL-GRADED SOIL/AGGREGATE MIXTURES, <35% FINES OR PROCESSED AGGREGATE. MOST PAVEMENT SUBBASE MATERIALS CAN BE USED IN LIEU OF THIS LAYER.	AASHTO M145* A-1, A-2-4, A-3 OR AASHTO M43* 3, 357, 4, 467, 5, 56, 57, 6, 67, 68, 7, 78, 8, 89, 9, 10	BEGIN COMPACTIONS AFTER 24" (600 mm) OF MATERIAL OVER THE CHAMBERS IS REACHED. COMPACT ADDITIONAL LAYERS IN 12" (300 mm) MAX LIFTS TO A MIN. 95% PROCTOR DENSITY FOR WELL GRADED MATERIAL AND 95% RELATIVE DENSITY FOR PROCESSED AGGREGATE MATERIALS.
B	**EMBEDMENT STONE:** FILL SURROUNDING THE CHAMBERS FROM THE FOUNDATION STONE ('A' LAYER) TO THE 'C' LAYER ABOVE.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43* 3, 4	NO COMPACTION REQUIRED.
A	**FOUNDATION STONE:** FILL BELOW CHAMBERS FROM THE SUBGRADE UP TO THE FOOT (BOTTOM) OF THE CHAMBER.	CLEAN, CRUSHED, ANGULAR STONE	AASHTO M43* 3, 4	PLATE COMPACT OR ROLL TO ACHIEVE A FLAT SURFACE.[2,3]

PLEASE NOTE:
1. THE LISTED AASHTO DESIGNATIONS ARE FOR GRADATIONS ONLY. THE STONE MUST ALSO BE CLEAN, CRUSHED, ANGULAR. FOR EXAMPLE, A SPECIFICATION FOR #4 STONE WOULD STATE: "CLEAN, CRUSHED, ANGULAR NO. 4 (AASHTO M43) STONE".
2. STORMTECH COMPACTION REQUIREMENTS ARE MET FOR 'A' LOCATION MATERIALS WHEN PLACED AND COMPACTED IN 9" (230 mm) (MAX) LIFTS USING TWO FULL COVERAGES WITH A VIBRATORY COMPACTOR.
3. WHERE INFILTRATION SURFACES MAY BE COMPROMISED BY COMPACTION, FOR STANDARD DESIGN LOAD CONDITIONS, A FLAT SURFACE MAY BE ACHIEVED BY RAKING OR DRAGGING WITHOUT COMPACTION EQUIPMENT. FOR SPECIAL LOAD DESIGNS, CONTACT STORMTECH FOR COMPACTION REQUIREMENTS.
4. ONCE LAYER 'C' IS PLACED, ANY SOIL/MATERIAL CAN BE PLACED IN LAYER 'D' UP TO THE FINISHED GRADE. MOST PAVEMENT SUBBASE SOILS CAN BE USED TO REPLACE THE MATERIAL REQUIREMENTS OF LAYER 'C' OR 'D' AT THE SITE DESIGN ENGINEER'S DISCRETION.



NOTES:

1. CHAMBERS SHALL MEET THE REQUIREMENTS OF ASTM F2418, "STANDARD SPECIFICATION FOR POLYPROPYLENE (PP) CORRUGATED WALL STORMWATER COLLECTION CHAMBERS" CHAMBER CLASSIFICATION 60x101
2. MC-7200 CHAMBERS SHALL BE DESIGNED IN ACCORDANCE WITH ASTM F2787 "STANDARD PRACTICE FOR STRUCTURAL DESIGN OF THERMOPLASTIC CORRUGATED WALL STORMWATER COLLECTION CHAMBERS".
3. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR ASSESSING THE BEARING RESISTANCE (ALLOWABLE BEARING CAPACITY) OF THE SUBGRADE SOILS AND THE DEPTH OF FOUNDATION STONE WITH CONSIDERATION FOR THE RANGE OF EXPECTED SOIL MOISTURE CONDITIONS.
4. PERIMETER STONE MUST BE EXTENDED HORIZONTALLY TO THE EXCAVATION WALL FOR BOTH VERTICAL AND SLOPED EXCAVATION WALLS.
5. REQUIREMENTS FOR HANDLING AND INSTALLATION:
   - TO MAINTAIN THE WIDTH OF CHAMBERS DURING SHIPPING AND HANDLING, CHAMBERS SHALL HAVE INTEGRAL, INTERLOCKING STACKING LUGS.
   - TO ENSURE A SECURE JOINT DURING INSTALLATION AND BACKFILL, THE HEIGHT OF THE CHAMBER JOINT SHALL NOT BE LESS THAN 3".
   - TO ENSURE THE INTEGRITY OF THE ARCH SHAPE DURING INSTALLATION, a) THE ARCH STIFFNESS CONSTANT SHALL BE GREATER THAN OR EQUAL TO 450 LBS/FT/%. THE ASC IS DEFINED IN SECTION 6.2.8 OF ASTM F2418. AND b) TO RESIST CHAMBER DEFORMATION DURING INSTALLATION AT ELEVATED TEMPERATURES (ABOVE 73° F / 23° C), CHAMBERS SHALL BE PRODUCED FROM REFLECTIVE GOLD OR YELLOW COLORS.

GLAMPERS INN — HURRICANE, UT — DRAWN: AB — CHECKED: N/A — DATE: — PROJECT # — DESCRIPTION — DRW. CHK. — DATE

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4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473

THE CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS ARE MET. ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS SET FORTH IN THIS DRAWING. IT IS THE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS SPECIFIED MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

SHEET 4 OF 8

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

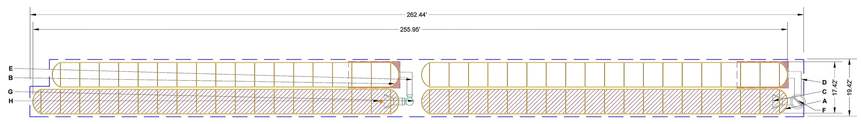
PROFESSIONAL ENGINEER — No. 191090 — KARL BRADLEY RASMUSSEN — 10/4/22 — STATE OF UTAH

DETAIL SHEET 6 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.
JOB NO. 569-001
SHEET NO: DT-6

DETAIL SHEET

PROPOSED LAYOUT: RESTAURANT AREA-1		CONCEPTUAL ELEVATIONS: RESTAURANT AREA-1		*INVERT ABOVE BASE OF CHAMBER			
		MAXIMUM ALLOWABLE GRADE (TOP OF PAVEMENT/UNPAVED):	17.00	PART TYPE	ITEM ON LAYOUT	DESCRIPTION	INVERT* / MAX FLOW
71	STORMTECH MC-7200 CHAMBERS	MINIMUM ALLOWABLE GRADE (UNPAVED WITH TRAFFIC):	12.50				
8	STORMTECH MC-7200 END CAPS	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	12.00	PREFABRICATED END CAP	A	24" BOTTOM PARTIAL CUT END CAP, PART#: MC7200IEPP24B / TYP OF ALL 24" BOTTOM CONNECTIONS AND ISOLATOR PLUS ROWS	2.26"
12	STONE ABOVE (in)	MINIMUM ALLOWABLE GRADE (UNPAVED NO TRAFFIC):	12.00				
60	STONE BELOW (in)	MINIMUM ALLOWABLE GRADE (TOP OF RIGID CONCRETE PAVEMENT):	12.00	PREFABRICATED END CAP	B	18" TOP PARTIAL CUT END CAP, PART#: MC7200IEPP18T / TYP OF ALL 18" TOP CONNECTIONS	29.36"
40	STONE VOID	MINIMUM ALLOWABLE GRADE (BASE OF FLEXIBLE PAVEMENT):	12.00				
		TOP OF STONE:	11.00	FLAMP	C	INSTALL FLAMP ON 24" ACCESS PIPE / PART#: MC720024RAMP (TYP 2 PLACES)	
29841	INSTALLED SYSTEM VOLUME (CF) (PERIMETER STONE INCLUDED) (COVER STONE INCLUDED) (BASE STONE INCLUDED)	TOP OF MC-7200 CHAMBER:	10.00	MANIFOLD	D	24" x 24" BOTTOM MANIFOLD, ADS N-12	2.26"
		18" x 18" TOP MANIFOLD INVERT:	7.48	MANIFOLD	E	18" x 18" TOP MANIFOLD, ADS N-12	29.36"
		24" x 24" BOTTOM MANIFOLD INVERT:	5.19	CONCRETE STRUCTURE	F	(DESIGN BY ENGINEER / PROVIDED BY OTHERS)	9.5 CFS IN
		24" ISOLATOR ROW PLUS INVERT:	5.19	WYE/IER			
5036	SYSTEM AREA (SF)	24" ISOLATOR ROW PLUS INVERT:	5.19	NYLOPLAST (INLET W/ ISO PLUS ROW)	G	30" DIAMETER (24.00" SUMP MIN)	5.5 CFS IN
553.7	SYSTEM PERIMETER (ft)	BOTTOM OF MC-7200 CHAMBER:	5.00				
		BOTTOM OF STONE:	0.00	INSPECTION PORT	H	4" SEE DETAIL	



ISOLATOR ROW PLUS (SEE DETAIL/TYP 2 PLACES)

PLACE MINIMUM 17.50' OF ADSPLUS175 WOVEN GEOTEXTILE OVER BEDDING STONE AND UNDERNEATH CHAMBER FEET FOR SCOUR PROTECTION AT ALL CHAMBER INLET ROWS

BED LIMITS

NOTES
- MANIFOLD SIZE TO BE DETERMINED BY SITE DESIGN ENGINEER. SEE TECH NOTE #6.32 FOR MANIFOLD SIZING GUIDANCE.
- DUE TO THE ADAPTATION OF THIS CHAMBER SYSTEM TO SPECIFIC SITE AND DESIGN CONSTRAINTS, IT MAY BE NECESSARY TO CUT AND COUPLE ADDITIONAL PIPE TO STANDARD MANIFOLD COMPONENTS. THE SITE DESIGN ENGINEER MUST REVIEW ELEVATIONS AND IF NECESSARY ADJUST GRADING TO ENSURE THE CHAMBER COVER REQUIREMENTS ARE MET.
- THIS CHAMBER SYSTEM WAS DESIGNED WITHOUT SITE-SPECIFIC INFORMATION ON SOIL CONDITIONS OR BEARING CAPACITY. THE SITE DESIGN ENGINEER IS RESPONSIBLE FOR DETERMINING THE SUITABILITY OF THE SOIL AND PROVIDING THE BEARING CAPACITY OF THE INSITU SOILS. THE BASE STONE DEPTH MAY BE INCREASED OR DECREASED ONCE THIS INFORMATION IS PROVIDED.
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GLAMPERS INN — HURRICANE, UT — DRAWN: AB — CHECKED: N/A — DATE: — PROJECT # — DESCRIPTION — DRW. CHK. — DATE

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4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473

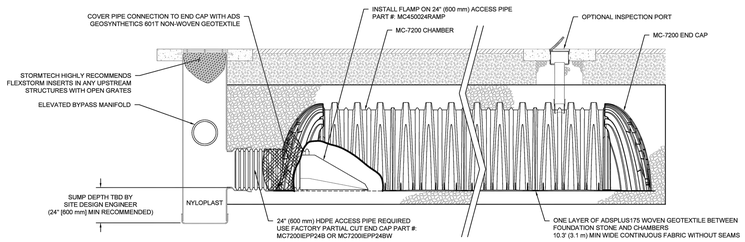
0 — 20' — 40'

THE CONTRACTOR WILL BE RESPONSIBLE FOR ENSURING THAT ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS ARE MET. ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS SHALL TAKE PRECEDENCE OVER THE REQUIREMENTS SET FORTH IN THIS DRAWING. IT IS THE RESPONSIBILITY OF THE SITE DESIGN ENGINEER TO ENSURE THAT THE PRODUCTS SPECIFIED MEET ALL APPLICABLE LAWS, REGULATIONS, AND PROJECT REQUIREMENTS.

SHEET 2 OF 8

DETAIL SHEET 7 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



MC-7200 ISOLATOR ROW PLUS DETAIL
NTS

INSPECTION & MAINTENANCE

STEP 1) INSPECT ISOLATOR ROW PLUS FOR SEDIMENT
- A. INSPECTION PORTS (IF PRESENT)
  - A.1. REMOVE/OPEN LID ON NYLOPLAST INLINE DRAIN
  - A.2. REMOVE AND CLEAN FLEXSTORM FILTER IF INSTALLED
  - A.3. USING A FLASHLIGHT AND STADIA ROD, MEASURE DEPTH OF SEDIMENT AND RECORD ON MAINTENANCE LOG
  - A.4 LOWER A CAMERA INTO ISOLATOR ROW PLUS FOR VISUAL INSPECTION OF SEDIMENT LEVELS (OPTIONAL)
  - A.5. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.
- B. ALL ISOLATOR PLUS ROWS
  - B.1. REMOVE COVER FROM STRUCTURE AT UPSTREAM END OF ISOLATOR ROW PLUS
  - B.2. USING A FLASHLIGHT, INSPECT DOWN THE ISOLATOR ROW PLUS THROUGH OUTLET PIPE
    - i) MIRRORS ON POLES OR CAMERAS MAY BE USED TO AVOID A CONFINED SPACE ENTRY
    - ii) FOLLOW OSHA REGULATIONS FOR CONFINED SPACE ENTRY IF ENTERING MANHOLE
  - B.3. IF SEDIMENT IS AT, OR ABOVE, 3" (80 mm) PROCEED TO STEP 2. IF NOT, PROCEED TO STEP 3.

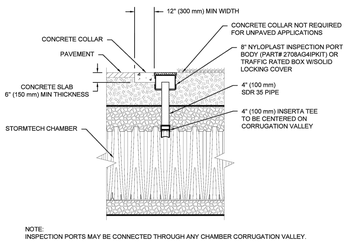
STEP 2) CLEAN OUT ISOLATOR ROW PLUS USING THE JETVAC PROCESS
- A. A FIXED CULVERT CLEANING NOZZLE WITH REAR FACING SPREAD OF 45" (1.1 m) OR MORE IS PREFERRED
- B. APPLY MULTIPLE PASSES OF JETVAC UNTIL BACKFLUSH WATER IS CLEAN
- C. VACUUM STRUCTURE SUMP AS REQUIRED

STEP 3) REPLACE ALL COVERS, GRATES, FILTERS, AND LIDS. RECORD OBSERVATIONS AND ACTIONS.

STEP 4) INSPECT AND CLEAN BASINS AND MANHOLES UPSTREAM OF THE STORMTECH SYSTEM.

NOTES

1. INSPECT EVERY 6 MONTHS DURING THE FIRST YEAR OF OPERATION. ADJUST THE INSPECTION INTERVAL BASED ON PREVIOUS OBSERVATIONS OF SEDIMENT ACCUMULATION AND HIGH WATER ELEVATIONS.
2. CONDUCT JETTING AND VACTORING ANNUALLY OR WHEN INSPECTION SHOWS THAT MAINTENANCE IS NECESSARY.



NOTE:
INSPECTION PORTS MAY BE CONNECTED THROUGH ANY CHAMBER CORRUGATION VALLEY.

4" PVC INSPECTION PORT DETAIL
(MC SERIES CHAMBER)
NTS

GLAMPERS INN
HURRICANE, UT
DRAWN: AB
CHECKED: N/A
DATE:
PROJECT #
DESCRIPTION
DATE | DRW | CHK

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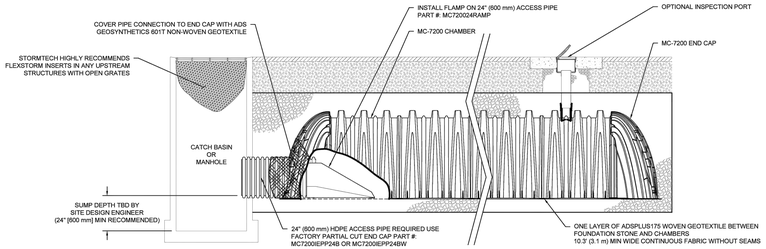
ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473

THE CONTRACTOR MUST SEE THAT ALL DETAILS AND DIMENSIONS SHOWN ON THIS PLAN ARE ADHERED TO. ANY DEVIATION IN THE FIELD MUST BE REVIEWED WITH THE ENGINEER PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER IF CONDITIONS ARE DISCOVERED IN THE FIELD THAT VARY FROM THE PLAN. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR BEING BACK CHARGED FOR ANY REVISIONS REQUIRED. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION PERFORMED FROM THESE PLANS WITHOUT HIS REVIEW AND APPROVAL OF ANY DEVIATIONS.

SHEET
5 OF 8



MC-7200 ISOLATOR ROW PLUS DETAIL
NTS

GLAMPERS INN
HURRICANE, UT
DRAWN: AB
CHECKED: N/A
DATE:
PROJECT #
DESCRIPTION
DATE | DRW | CHK

StormTech® Chamber System
888-892-2694 | WWW.STORMTECH.COM

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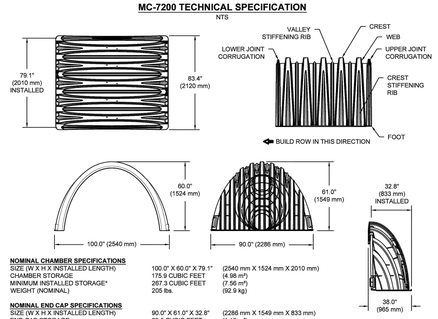
SHEET
6 OF 8

MC-7200 TECHNICAL SPECIFICATION
NTS



NOMINAL CHAMBER SPECIFICATIONS

SIZE (W X H X INSTALLED LENGTH)	100.0" X 60.0" X 79.1"	(2540 mm X 1524 mm X 2010 mm)
CHAMBER STORAGE	175.9 CUBIC FEET	(4.98 m³)
MINIMUM INSTALLED STORAGE*	267.3 CUBIC FEET	(7.56 m³)
WEIGHT (NOMINAL)	205 lbs.	(92.9 kg)

NOMINAL END CAP SPECIFICATIONS

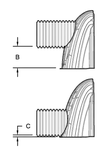
SIZE (W X H X INSTALLED LENGTH)	90.0" X 61.0" X 32.8"	(2286 mm X 1549 mm X 833 mm)
END CAP STORAGE	39.5 CUBIC FEET	(1.12 m³)
MINIMUM INSTALLED STORAGE*	115.3 CUBIC FEET	(3.26 m³)
WEIGHT (NOMINAL)	90 lbs.	(40.8 kg)

*ASSUMES 12" (305 mm) STONE ABOVE, 9" (229 mm) STONE FOUNDATION AND BETWEEN CHAMBERS, 12" (305 mm) STONE PERIMETER IN FRONT OF END CAPS AND 40% STONE POROSITY.

PARTIAL CUT HOLES AT BOTTOM OF END CAP FOR PART NUMBERS ENDING WITH "B"
PARTIAL CUT HOLES AT TOP OF END CAP FOR PART NUMBERS ENDING WITH "T"
END CAPS WITH A PREFABRICATED WELDED STUB END WITH "W"

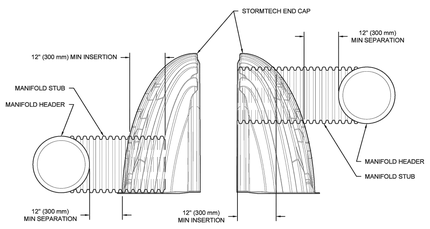
PART #	STUB	B	C
MC7200EPP06T	6" (150 mm)	42.54" (1081 mm)	---
MC7200EPP06B		---	0.86" (22 mm)
MC7200EPP08T	8" (200 mm)	40.50" (1029 mm)	---
MC7200EPP08B		---	1.01" (26 mm)
MC7200EPP10T	10" (250 mm)	38.37" (975 mm)	---
MC7200EPP10B		---	1.33" (34 mm)
MC7200EPP12T	12" (300 mm)	35.69" (907 mm)	---
MC7200EPP12B		---	1.55" (39 mm)
MC7200EPP15T	15" (375 mm)	32.72" (831 mm)	---
MC7200EPP15B		---	1.70" (43 mm)
MC7200EPP18T	18" (450 mm)	29.36" (746 mm)	---
MC7200EPP18TW		---	1.97" (50 mm)
MC7200EPP18B		---	
MC7200EPP18BW			
MC7200EPP24T	24" (600 mm)	23.05" (585 mm)	---
MC7200EPP24TW		---	2.26" (57 mm)
MC7200EPP24B			
MC7200EPP24BW			
MC7200EPP30BW	30" (750 mm)	---	2.95" (75 mm)
MC7200EPP36BW	36" (900 mm)	---	3.25" (83 mm)
MC7200EPP42BW	42" (1050 mm)	---	3.55" (90 mm)

NOTE: ALL DIMENSIONS ARE NOMINAL



CUSTOM PREFABRICATED INVERTS ARE AVAILABLE UPON REQUEST. INVENTORIED MANIFOLDS INCLUDE 12-24" (300-600 mm) SIZE ON SIZE AND 15-48" (375-1200 mm) ECCENTRIC MANIFOLDS. CUSTOM INVERT LOCATIONS ON THE MC-7200 END CAP CUT IN THE FIELD ARE NOT RECOMMENDED FOR PIPE SIZES GREATER THAN 10" (250 mm). THE INVERT LOCATION IN COLUMN 'B' ARE THE HIGHEST POSSIBLE FOR THE PIPE SIZE.

MC-SERIES END CAP INSERTION DETAIL
NTS



NOTE: MANIFOLD STUB MUST BE LAID HORIZONTAL FOR A PROPER FIT IN END CAP OPENING.

GLAMPERS INN
HURRICANE, UT
DRAWN: AB
CHECKED: N/A
DATE:
PROJECT #
DESCRIPTION
DATE | DRW | CHK

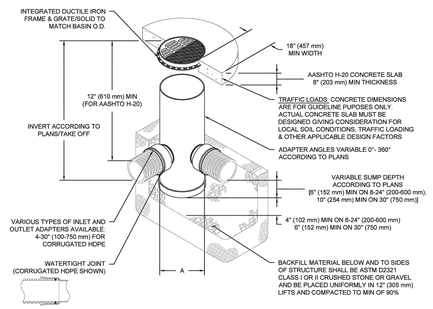
StormTech® Chamber System
888-892-2694 | WWW.STORMTECH.COM

ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473

THE CONTRACTOR MUST SEE THAT ALL DETAILS AND DIMENSIONS SHOWN ON THIS PLAN ARE ADHERED TO. ANY DEVIATION IN THE FIELD MUST BE REVIEWED WITH THE ENGINEER PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE ENGINEER IF CONDITIONS ARE DISCOVERED IN THE FIELD THAT VARY FROM THE PLAN. FAILURE TO DO SO WILL RESULT IN THE CONTRACTOR BEING BACK CHARGED FOR ANY REVISIONS REQUIRED. THE ENGINEER WILL NOT BE RESPONSIBLE FOR ANY CONSTRUCTION PERFORMED FROM THESE PLANS WITHOUT HIS REVIEW AND APPROVAL OF ANY DEVIATIONS.

SHEET
7 OF 8

NYLOPLAST DRAIN BASIN
NTS



NOTES
1. 8-30" (200-750 mm) GRATES/SOLID COVERS SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
2. 12-30" (300-750 mm) FRAMES SHALL BE DUCTILE IRON PER ASTM A536 GRADE 70-50-05
3. DRAIN BASIN TO BE CUSTOM MANUFACTURED ACCORDING TO PLAN DETAILS
4. DRAINAGE CONNECTION STUB JOINT TIGHTNESS SHALL CONFORM TO ASTM D3212 FOR CORRUGATED HDPE (ADS & HANCOR DUAL WALL) & SDR 35 PVC
5. FOR COMPLETE DESIGN AND PRODUCT INFORMATION: **WWW.NYLOPLAST-US.COM**
6. TO ORDER CALL: **800-821-6710**

A	PART #	GRATE/SOLID COVER OPTIONS		
8" (200 mm)	2808AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
10" (250 mm)	2810AG	PEDESTRIAN LIGHT DUTY	STANDARD LIGHT DUTY	SOLID LIGHT DUTY
12" (300 mm)	2812AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
15" (375 mm)	2815AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
18" (450 mm)	2818AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
24" (600 mm)	2824AG	PEDESTRIAN AASHTO H-10	STANDARD AASHTO H-20	SOLID AASHTO H-20
30" (750 mm)	2830AG	PEDESTRIAN AASHTO H-20	STANDARD AASHTO H-20	SOLID AASHTO H-20

GLAMPERS INN
HURRICANE, UT
DRAWN: AB
CHECKED: N/A
DATE:
PROJECT #
DESCRIPTION
DATE | DRW | CHK

Nyloplast®
770-932-2443 | WWW.NYLOPLAST-US.COM

ADS 4640 TRUEMAN BLVD HILLIARD, OH 43026 1-800-733-7473

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SHEET
8 OF 8

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NO	DESCRIPTION	DATE	BY

REVISIONS

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
REGISTERED PROFESSIONAL ENGINEER
STATE OF UTAH

DETAIL SHEET 1 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

JOB NO.
569-001

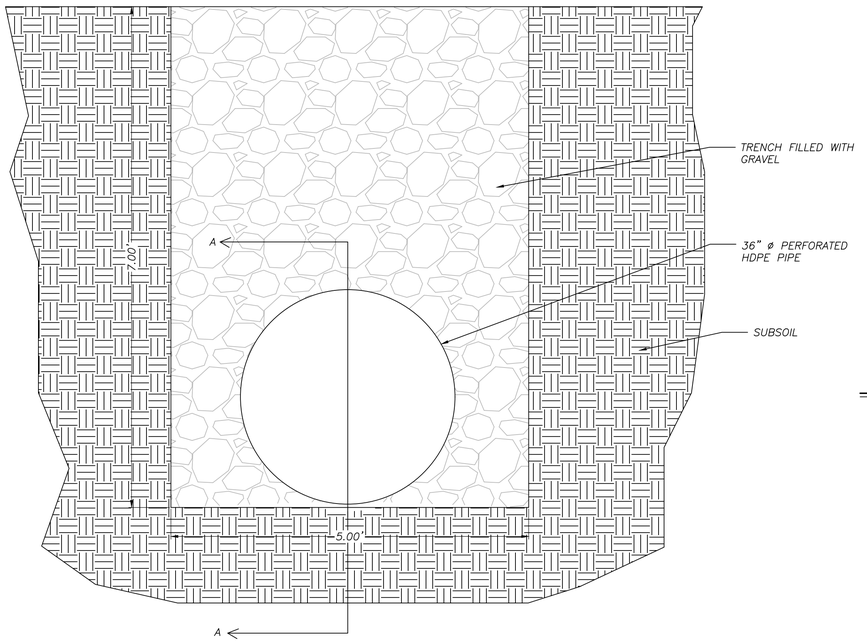
SHEET NO:
DT-7

DETAIL SHEET

DETAIL SHEET 8 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

NORMAL I.D.		PERFORATION TYPE	MAXIMUM SLOT LENGTH OR DIAMETER		MAXIMUM SLOT WIDTH		MINIMUM INLET AREA	
IN	MM		IN	MM	IN	MM	IN2/FT	CM3/M
4	100	SLOT	0.88	22	0.13	3	1	21
6	150	SLOT	0.88	22	0.13	3	1	21
8	200	SLOT	1.18	30	0.13	3	1	21
10	250	SLOT	1.18	30	0.13	3	1	21
12	300	CIRCULAR	0.31	8	–	–	1	32
15	375	CIRCULAR	0.31	8	–	–	1.50	32
18	450	CIRCULAR	0.31	8	–	–	1.50	32
24	600	CIRCULAR	0.31	8	–	–	1.50	42
30	750	CIRCULAR	0.38	9.50	–	–	2.00	42
36	900	CIRCULAR	0.38	9.50	–	–	200	42
42	1050	CIRCULAR	0.38	9.50	–	–	2	42
48	1200	CIRCULAR	0.38	9.50	–	–	2	42
54	1350	CIRCULAR	0.38	9.50	–	–	2	42
60	1500	CIRCULAR	0.38	9.50	–	–	2	42

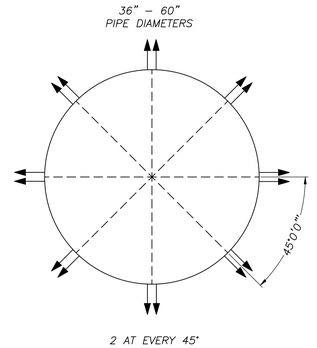


GRADING KEYNOTES:

INSTALL NEW INLET BOX (TYPE AND SIZE SHOWN)

SECTIONAL VIEW A: 36" PERFORATED PIPE WITH HOLES AND SPACING DIMENSIONS

N.T.S.



2 AT EVERY 45°

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

DETAIL SHEET 8 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

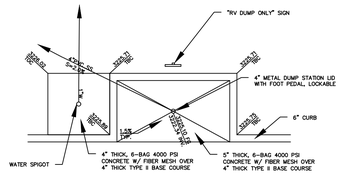
JOB NO.
569-001

SHEET NO:
DT-8

DETAIL SHEET

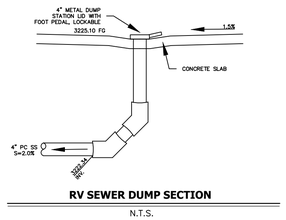
DETAIL SHEET 9 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



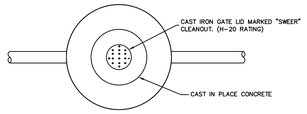
RV SEWER DUMP

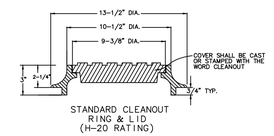
N.T.S.



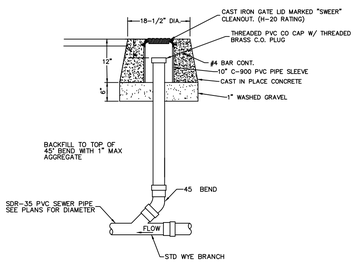
RV SEWER DUMP SECTION

N.T.S.



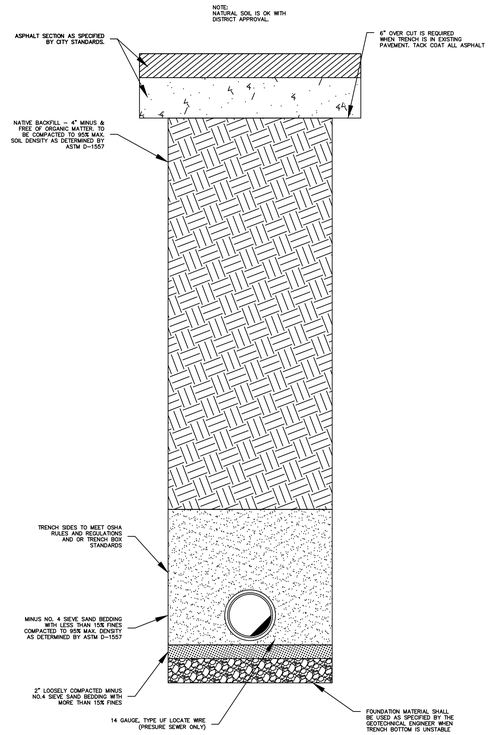


STANDARD CLEANOUT
RING & LID
(H-20 RATING)



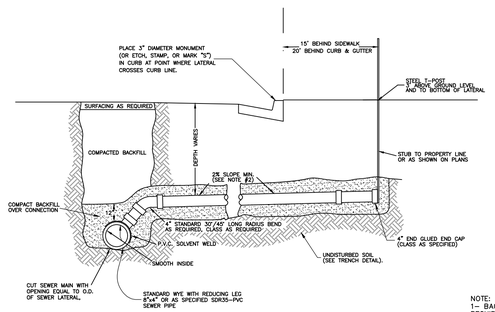
SEWER CLEAN OUT DETAIL

N.T.S.



TYPICAL TRENCH DETAIL

N.T.S.



SEWER SERVICE CONNECTION DETAIL

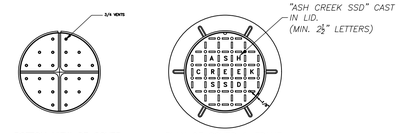
N.T.S.

NOTE:
1– BACKFILL AND COMPACTION REQUIREMENTS SHALL COMPLY WITH ASH CREEK SSD STANDARDS.

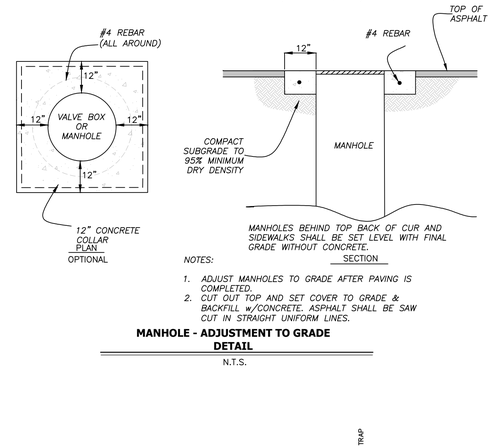
2– CLEANOUT DIAMETER TO BE SAME AS LATERAL.

3– A STEEL T-POST SHALL BE INSTALLED TO LOCATE END OF SERVICE LATERAL.

4– 6" LATERALS TO CONNECT AT MANHOLE ONLY.



NOTE:
CAST IRON FRAME & COVER TO MEET REQUIREMENTS OF ASTM A 48 (CLASS 30) REQUIRED MINIMUM COMBINED WEIGHT 402 lbs.

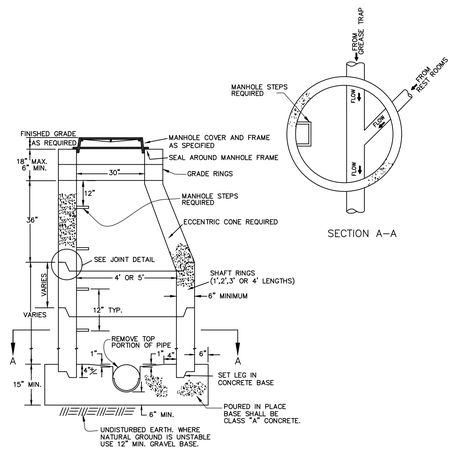


NOTES:

1. ADJUST MANHOLES TO GRADE AFTER PAVING IS COMPLETED.
2. CUT OUT TOP AND SET COVER TO GRADE & BACKFILL w/CONCRETE. ASPHALT SHALL BE SAW CUT IN STRAIGHT UNIFORM LINES.

MANHOLE - ADJUSTMENT TO GRADE DETAIL

N.T.S.



INSPECITON SEWER MAN HOLE DETAIL

N.T.S.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

PRO VALUE ENGINEERING

UTAH LICENSED PROFESSIONAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

DETAIL SHEET 9 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

JOB NO.
569-001

SHEET NO:
DT-9

DETAIL SHEET

DETAIL SHEET 10 FOR:
GLAMPERS INN

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

Grease Trap Sizing Calculation for :

FACILITY ID: GREASE SIZING SPREADSHEET

Date Calculated: 26- Jun- 01

		Enter Width Dimension (inches)	Enter Length Dimension (inches)	Enter Depth Dimension (inches)
1st drainage unit	compartment 1	20	20	12
	compartment 2	20	20	12
	compartment 3	20	20	12
2nd drainage unit	compartment 1			
	compartment 2			
	compartment 3			
3rd drainage unit	compartment 1			
	compartment 2			
	compartment 3			
4th drainage unit	compartment 1			
	compartment 2			
	compartment 3			

Meat / Vegetable PrepSink Calculation

5th/ 6th drainage unit	meat sink (- 25%)	12	12	12
	veg sink (- 75%)	12	12	12

Pre- Rinse Sink

7th drainage unit used pre-dish wash	compartment 1			
	compartment 2			

Can Wash: low impact ; deduct 75% of contribution

8th drainage unit	compartment 1			
	compartment 2			

Dishwasher Contribution (per supplier)

Unit 1		gpm
Unit 2		gpm

Garbage Disposal or Food Grinder (per supplier)

Unit 1		gpm

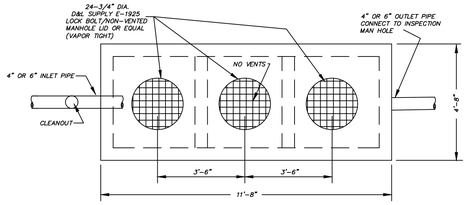
(if present, 30% interceptor size increase required)

Peak Flowrate GPM		total from dishwasher glasswasher disposal GPM	
30. 81	+	0	=

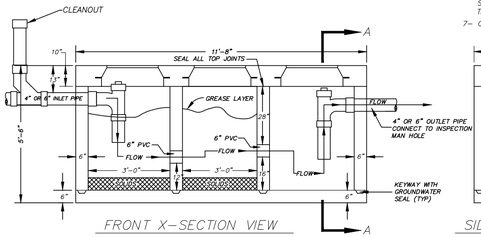
NOTE: Please attach copy of this document to construction plans for review. Please note drain pipe size criteria on page 1 of this document . This notice of conformance to town specification is dependent on pipe size installation, as noted above.

Flowrate GPM	Round up to next available size	Retention Time (HRT), minutes		#FU	for intermittent flows : 12 minute UPC fixture unit criteria detention adequate?
30. 81	724	23. 5	see message at left	11.75	no

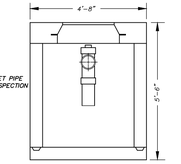
Meets Town interceptor specifications



TOP VIEW



FRONT X-SECTION VIEW



SIDE X-SECTION A-A

NOTES:

1- MATERIAL SPEC'S:
A. CONCRETE PORTLAND CEMENT TYPE II, MINIMUM COMPRESSIVE STRENGTH=3000 PSI AT 28 DAYS.
B. REINFORCING BAR INTERMEDIATE GRADE ASTM A615.
C. REINFORCING WELDED WIRE MESH ASTM A185
2- UNIT COATED OUTSIDE WITH AN APPROVED PROTECTIVE COATING.
3- ALL DIMENSIONS +/- NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS CERTIFIED.
4- PRECAST UNIT TO BE PLACED ON NATURAL SOIL OR APPROVED COMPACTED FILL.
5- STANDARD GROUND WATER SEAL- BUTYL ROPE MASTIC OR CEMENT MORTAR.
6- PRIOR TO BACKFILLING, INTERCEPTOR SHALL BE TESTED. TANK SHALL BE EXPOSED ON ALL SIDES AND FILLED WITH WATER AND SHALL HOLD WATER FOR A MINIMUM TEST PERIOD OF TWO HOURS.
7- CLEANOUT SIZE TO MATCH INLET/OUTLET SIZE.

GREASE/SAND INTERCEPTOR DETAIL
N.T.S.

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

DETAIL SHEET 10 FOR:
GLAMPERS INN
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N.T.S.

JOB NO.
569-001

SHEET NO:
DT-10

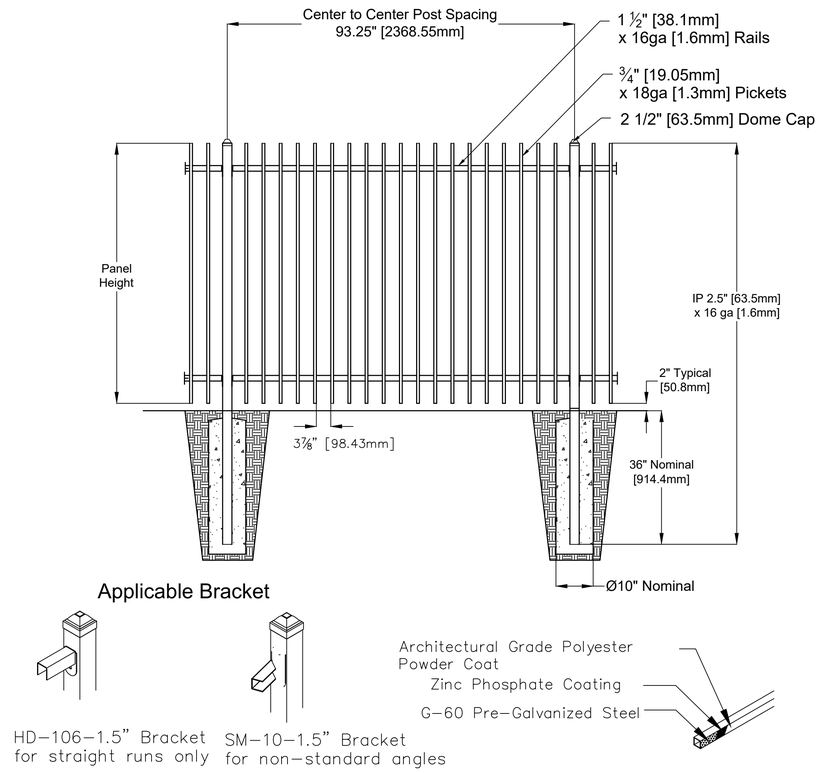
DETAIL SHEET

POOL AREA DETAIL SHEET FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

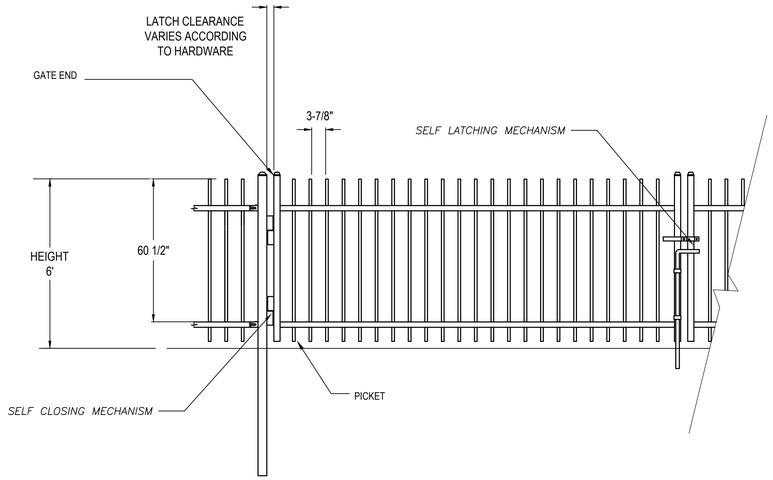
Know what's below. Call 811 before you dig.
811 BLUE STAKES OF UTAH
UTAH NOTIFICATION CENTER, INC.

NOTICE!
THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION, AND RESTORATION OF ALL BURIED OR ABOVE GROUND UTILITIES, SHOWN OR NOT SHOWN ON THE PLANS.



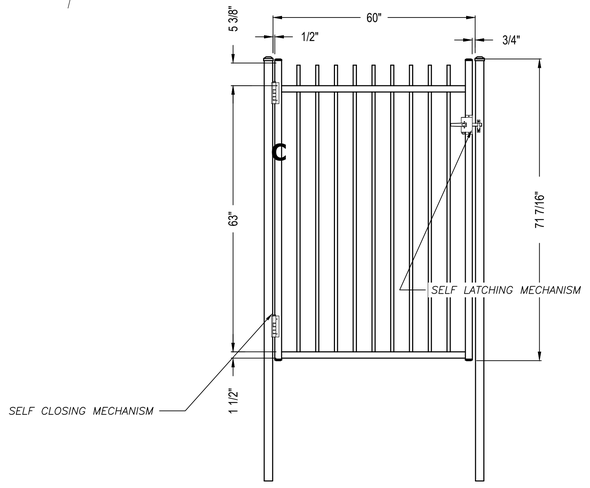
WROUGHT IRON FENCE DETAIL

N.T.S.



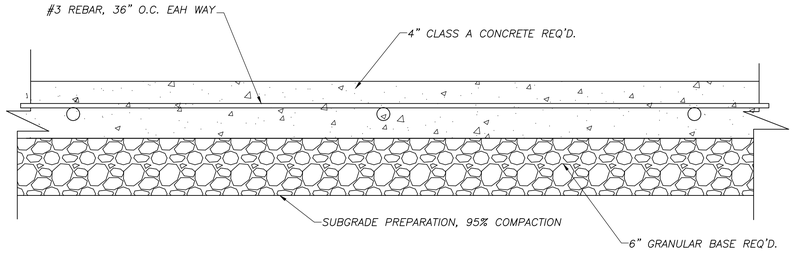
12' GATE DETAIL

N.T.S.



5' GATE DETAIL

N.T.S.



POOL DECKING DETAIL

N.T.S.

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NO	DESCRIPTION	DATE	BY

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Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PROVALUE ENGINEERING

PROFESSIONAL STRUCTURAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

POOL AREA DETAIL SHEET FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: N/A

JOB NO.
569-001

SHEET NO:
DT 11

POOL AREA DETAIL SHEET

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-FSP-10
Type of Application:	Final Site Plan
Action Type:	Administrative
Applicant:	Blow Sand LLC
Agent:	Scott Nielson
Request:	A Final Site Plan Application
Location:	North East of Sand Hollow Road, Across from Diamond Valley Ranch Academy
Zoning:	Planned Commercial
General Plan Map:	Planned Community

Planning Commission Recommendation
The Planning Commission gave a positive recommendation subject to staff and JUC comments.

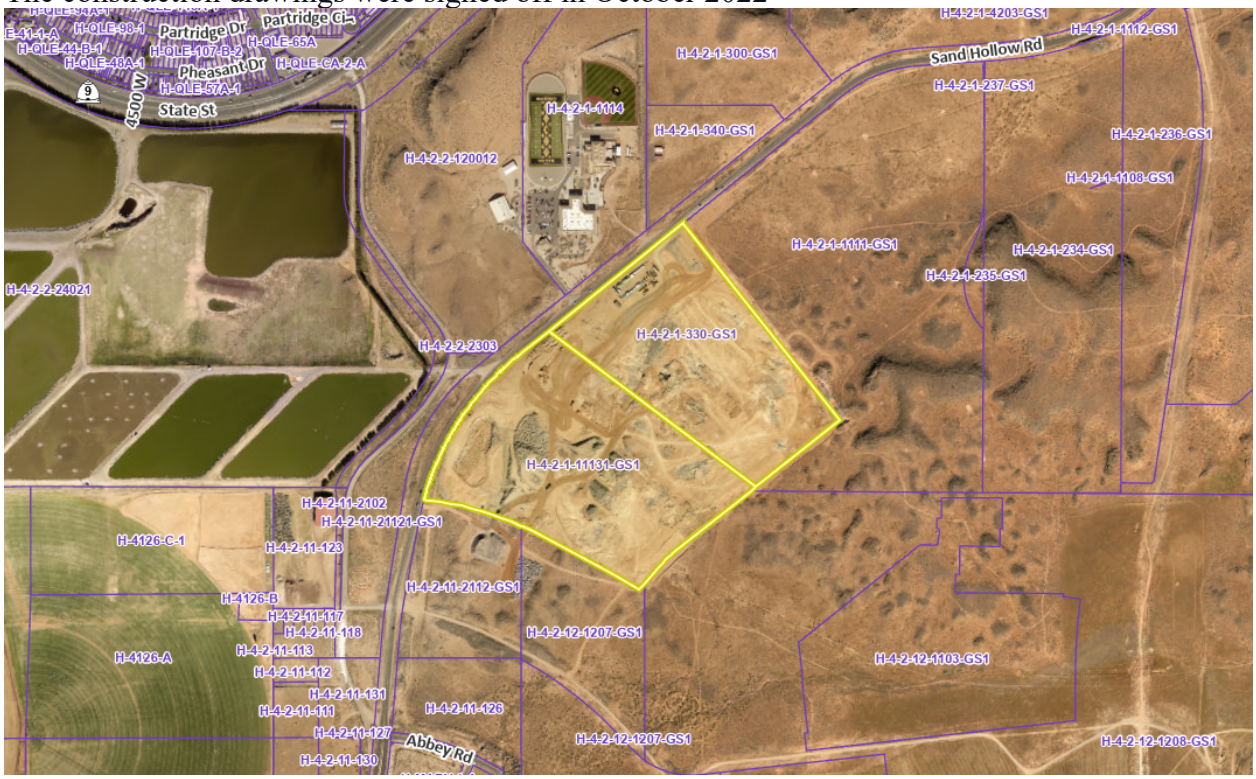
Update 10/13/2022: The following was sent to the Planning Commission in an email.

- Parking: There was a label on the previous version for the Mad Moose Rental Building that made the building seem larger than planned. Instead of 66,000 sq ft, the building is 14,700 sq ft, with under half being used as showrooms and offices. The parking area is compliant based on that building size.
- Outdoor Lighting: After talking to the applicant, they have added the following note to the site plan: "ALL LIGHTING WILL COMPLY WITH THE HURRICANE CITY CODE." At this point, they have not selected light fixture but have asked that the note be approved and allow staff to inspect the light fixtures. This has been common for many site plans.
- Landscaping: The applicant has provided a note on the plans: "ALL LANDSCAPING IN PLANTER STRIPS AND IN THE ENTIRE SITE WILL COMPLY WITH THE HURRICANE CITY CODE." The applicant has provided a full landscape plan for the site but does not show park strips and landscape buffers. This note was added to help address that issue.
- They have also signed a water acknowledgment form.

Discussion: The applicant is seeking a final site plan approval to construct an RV Park, water park, and short-term rental cabins (a motel). The preliminary site plan was approved in March of 2021

The applicant has a website: http://glampersinn.com/

JUC Comments:
The construction drawings were signed off in October 2022



RV Park Standards

The standards for an RV Park are in Hurricane City Code 10-43. The rules are as follows:

10-43-6: DEVELOPMENT STANDARDS:
D. Standards Specific To Recreational Vehicle Parks And Park Model Parks:

1. No manufactured homes or site built dwelling units shall be permitted, except for that of the owner/manager and permanent maintenance personnel.

2. Recreational vehicle parks shall not be used as permanent residences, except for that of the owner/manager and permanent maintenance personnel. All recreational vehicles within a recreational vehicle park shall display current license plates/tags.

3. No "park model" units shall be permitted within a recreational vehicle park except a number of park models may be approved in the park to be used as short term vacation rentals. However, a park model development may be approved to allow recreational vehicles but not campers or tents in the development.

4. Each park must provide an adequate and easily identifiable office or registration area. The location of the office shall not interfere with the normal flow of traffic into and out of the recreational vehicle park.

5. Each recreational vehicle unit shall be equipped with wheels, which remain on the unit; however, the wheels may be blocked for stability. (Ord. 2014-10, 11-6-2014)

6. No permanent room addition shall be attached to recreational vehicle nor shall any permanent structure be constructed on a recreational vehicle lot except shade structures open on three (3) sides that conform to current NFPA standards for recreational vehicle parks and campgrounds. (Ord. 2019-04, 5-2-2019)

7. Room additions may be permitted on park models if all setbacks are met and pursuant to the issuance of a building permit before construction.

8. A minimum of one toilet, one sink, and one hot shower, each designed for complete privacy, for each forty (40) spaces, or fraction thereof.

9. Conversion of an established residential park or park model development to another residential use, shall be subject to review and approval based on codes and zones in place at the time of conversion. A zone change will be required. (Ord. 2014-10, 11-6-2014)

Site Details

1. Total RV Sites: 216 Stalls, 34 Cabin Sites.

Planning Staff comments:

1. An RV Park was permitted use in a Planned Commercial Zone when the applicant applied with construction drawing, therefore the applicant has standing under the older version of the code. It is recommended that RV parks be located *Adjacent to or close to a major collector or arterial road as shown in the city's transportation master plan; (2) Near adequate shopping facilities 10-43-6-A(2b).* This site meets those requirements.
2. Use Classification: Recreation Vehicle Park, Motel, Retail/Restaurants, and a OHV Rental Area
3. RV sites must be a minimum of 1000 square feet, with a min lot space depth of 40'. All stalls meet these criteria.
4. An RV Park requires "*A minimum of one toilet, one sink, and one hot shower, each designed for complete privacy, for each forty (40) spaces, or fraction thereof."* As referred above, the development would require at least 7 of each. This site meets these requirements.
5. The applicant needs to submit a Water Acknowledgement Form.
6. **Parking:** The applicant is providing what appears to be 209 separated parking spaces though the plan states they have a total of 203, with an additional 186 golf parking spaces. Based on the size of each RV space and cabin space, there will be additional parking at each pad and cabin site.
    a. The water park and surrounding amenities are reserved for those staying at the site. Therefore no additional parking is required except for employees, which is sufficient.
    b. Parking Lot Breakdown:
        i. Pool Area: 62 Spaces: Typical Needs 8-12 Spaces for employees and maintenance crews plus 3-4 ADA parking space. This site complies with these standards.

ii. Commercial Area: 110 Spaces out of 107 required
iii. Mad Moose Rentals: 37 Spaces with 37 required

7. The requirement for open space in an RV park is 10%. The applicant has 14 acres out of 49 as open space, including a large detention area with dog park, pool, clubhouse, miniature golf, playground, firepit, and other amenities.
8. Landscape Buffer: Along all right-of-way frontages, the applicant is required to provide a landscape buffer of a minimum of 10' with one tree and three shrubs every 35'. Park strips can count toward the landscape buffer. The landscape plan does not show this landscape buffer but a note has been added to the plan.
9. A lighting plan has not been submitted, but a note has been added to the plan
10. The normal requirement for internal roadways for an RV Park is 30'. However, after discussion and working with the applicant, the JUC has approved 20' roadway for one way roads. This is due to the fact that it allows for greater access to each stall with better traffic flow.
11. Front setbacks are 20' the frontage along Sand Hollow Road.
12. The applicant has proposed to have a restaurant, commercial pads, and OHV rental building as part of this development. These are allowed under the current and previous codes.
13. The site plan has provided a check-in area that will be adequate under the standards of the code.
14. RV Parks require City Council approval for the final site plan with a recommendation from the Planning Commission.
15. This application is reliant on off site improvements that are being constructed by the Sand Hollow Gateway PID. Many of these roadways and offsite improvements have been started and are underway. Other sections are currently in the review process with JUC, but are to the point where the JUC felt comfortable signing off on the plan set.

Recommendation:
Staff recommends the City Council review the application based on Hurricane City Code and Standards. Staff would recommend approval of the final site plan based on the updated plan and information submitted on 10/13/2022.

FINAL SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

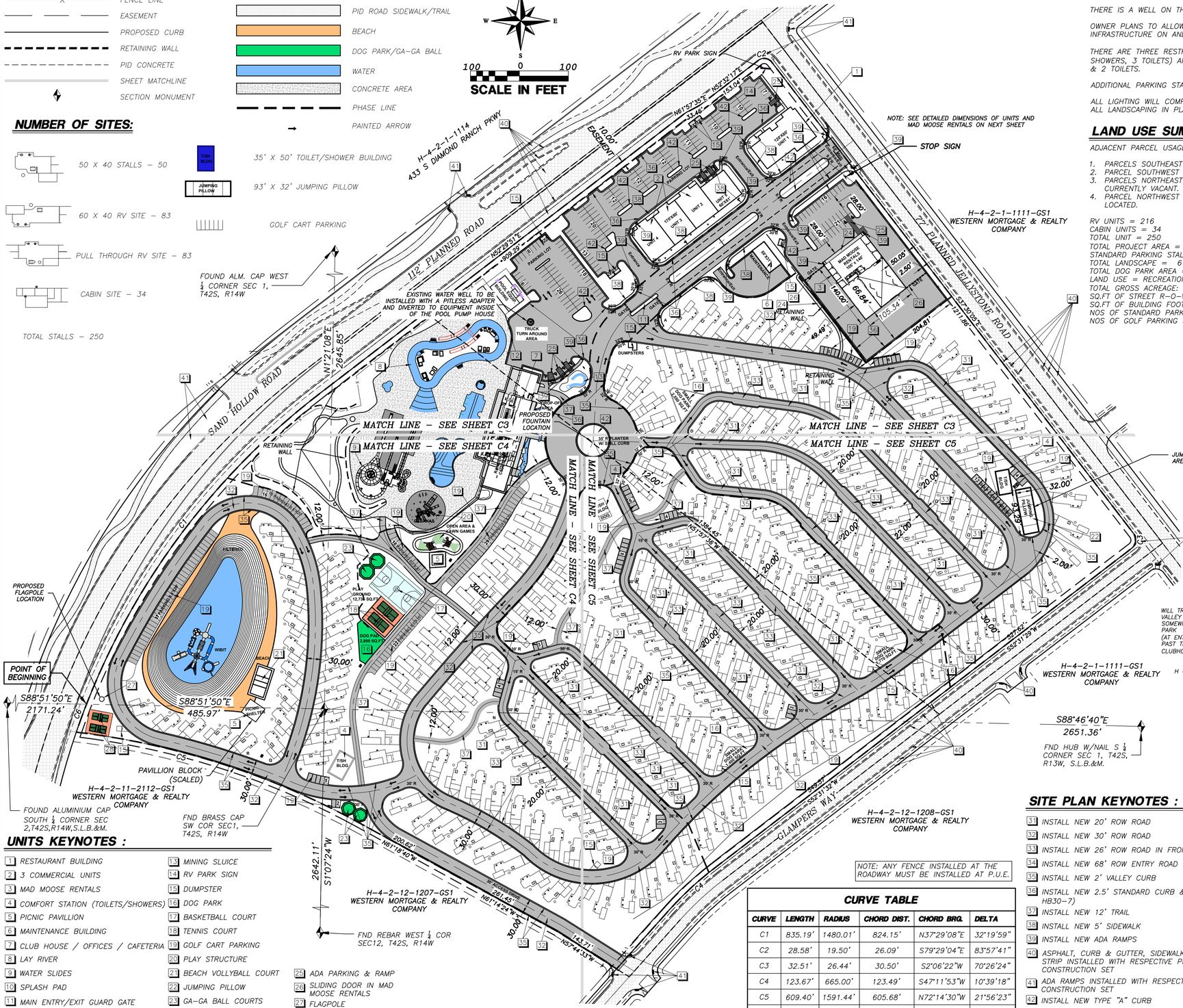
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- FENCE LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- SECTION MONUMENT
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- BEACH
- DOG PARK/GA-GA BALL
- WATER
- CONCRETE AREA
- PHASE LINE
- PAINTED ARROW

NUMBER OF SITES:

- 50 X 40 STALLS – 50
- 60 X 40 RV SITE – 83
- PULL THROUGH RV SITE – 83
- CABIN SITE – 34

TOTAL STALLS – 250

- TISH BLDG – 35' X 50' TOILET/SHOWER BUILDING
- JUMPING PILLOW – 93' X 32' JUMPING PILLOW
- GOLF CART PARKING



UNITS KEYNOTES :

1. RESTAURANT BUILDING
2. 3 COMMERCIAL UNITS
3. MAD MOOSE RENTALS
4. COMFORT STATION (TOILETS/SHOWERS)
5. PICNIC PAVILLION
6. MAINTENANCE BUILDING
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. MAIN ENTRY/EXIT GUARD GATE
12. PROPOSED FENCE
13. MINING SLUICE
14. RV PARK SIGN
15. DUMPSTER
16. DOG PARK
17. BASKETBALL COURT
18. TENNIS COURT
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. BEACH VOLLYBALL COURT
22. JUMPING PILLOW
23. GA-GA BALL COURTS
24. 6' SIDEWALK
25. ADA PARKING & RAMP
26. SLIDING DOOR IN MAD MOOSE RENTALS
27. FLAGPOLE
28. PICKLEBALL COURTS

NOTE: ANY FENCE INSTALLED AT THE ROADWAY MUST BE INSTALLED AT P.U.E.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	835.19'	1480.01'	824.15'	N37°29'08"E	32°19'59"
C2	28.58'	19.50'	26.09'	S79°29'04"E	83°57'41"
C3	32.51'	26.44'	30.50'	S2°06'22"W	70°26'24"
C4	123.67'	665.00'	123.49'	S47°11'53"W	10°39'18"
C5	609.40'	1591.44'	605.68'	N72°14'30"W	21°56'23"
C6	60.63'	1476.00'	60.63'	N20°07'17"E	2°21'13"

ADDITIONAL NOTES

ZONING PC: PLANNED COMMERCIAL (RV RESORT)
GC: GENERAL COMMERCIAL (STORAGE)

STORM WATER CAN BE LOCALLY DETAINED AND CONTROLLED USING SUB-TERRANIAN BASINS AT EACH CURB INLET.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE IS A WELL ON THIS PROPERTY. THERE IS NO SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

THERE ARE THREE RESTROOMS IN THE SITE ONE LOCATED NEXT TO PLAY AREA (INLCUDES 3 SINKS, 3 HOT SHOWERS, 3 TOILETS) AND ANOTHER IS LOCATED TO SOUTH OF PROPERTY WHICH HAS 2 SINKS, 2 HOT SHOWERS & 2 TOILETS.

ADDITIONAL PARKING STALL IS PROVIDED AT EACH RV PAD AND CABIN.

ALL LIGHTING WILL COMPLY WITH THE HURRICANE CITY CODE.
ALL LANDSCAPING IN PLANTER STRIPS AND IN THE ENTIRE SITE WILL COMPLY WITH THE HURRICANE CITY CODE.

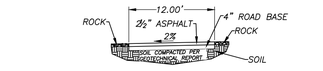
LAND USE SUMMARY

ADJACENT PARCEL USAGE:

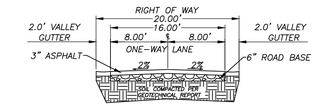
1. PARCELS SOUTHEAST TO THE SITE COME UNDER PC: THE LOT IS CURRENTLY VACANT.
2. PARCEL SOUTHWEST R1-6: RESIDENTIAL – 1 UNIT PER 6,000 SQ FT AND IS CURRENTLY VACANT
3. PARCELS NORTHEAST TO THE SITE COME UNDER R1-8: RESIDENTIAL – 1 UNIT PER 8,000 ACRE AND IS CURRENTLY VACANT.
4. PARCEL NORTHWEST TO THE SITE COMES UNDER PC: PLANNED COMMERCIAL WHERE THE DIAMOND ACADEMY IS LOCATED.

RV UNITS = 216
CABIN UNITS = 34
TOTAL UNIT = 250
TOTAL PROJECT AREA = 2,074,700 SQ. FT. (47.629 AC)
STANDARD PARKING STALLS DESIGNED = 203 TBD STALLS
TOTAL LANDSCAPE = 616,084 SQ. FT.
TOTAL DOG PARK AREA = 8,500 SQ. FT.
LAND USE = RECREATION VEHICLE PARK

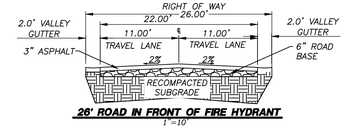
TOTAL GROSS ACREAGE:	2,136,491.56 SQ.FT
SQ.FT OF STREET R-O-W:	497,937.29 SQ.FT.
SQ.FT OF BUILDING FOOTPRINT:	22,799 SQ.FT.
NOS OF STANDARD PARKING SPACES:	203
NOS OF GOLF PARKING SPACES:	186



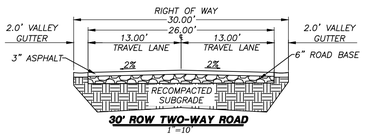
12' TRAIL TYPICAL SECTION
1"=10



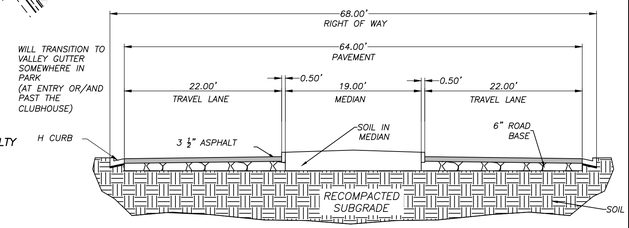
20' ROW ONE-WAY ROAD
1"=10



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10



30' ROW TWO-WAY ROAD
1"=10



68' GLAMPERS IN ENTRY ROAD
1"=10

SITE PLAN KEYNOTES :

31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' STANDARD CURB & GUTTER (TYPE HB30-7)
37. INSTALL NEW 12' TRAIL
38. INSTALL NEW 5' SIDEWALK
39. INSTALL NEW ADA RAMPS
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB

LEGAL DESCRIPTION

Legal Description

COMMENCING AT THE THENCE N88°51'50"W 2171.24 FEET; TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED (BEARING) ALONG THE SECTION LINE (XXX) FEET AND (DIRECTION) FROM THE (QUARTER CORNER) OF SECTION (XX), TOWNSHIP 40 SOUTH, RANGE 30 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1480.01 FEET AND A RADIAL BEARING OF S68°40'52"E, A DISTANCE OF 835.19 FEET, THROUGH A CENTRAL ANGLE OF 32°19'59" (LONG CHORD BEARS: N37°29'08"E 824.15 FEET); THENCE N52°29'51"E 909.29 FEET; THENCE N61°57'35"E 33.46 FEET; THENCE N52°32'17"E 153.04 FEET; THENCE EASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 19.50 FEET AND A RADIAL BEARING OF S31°27'55"E, A DISTANCE OF 28.58 FEET, THROUGH A CENTRAL ANGLE OF 83°57'41" (LONG CHORD BEARS: S79°29'04"E 26.09 FEET); THENCE S37°30'05"E 1211.86 FEET; THENCE SOUTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 26.44 FEET AND A RADIAL BEARING OF S56°53'10"W, A DISTANCE OF 32.51 FEET, THROUGH A CENTRAL ANGLE OF 70°26'24" (LONG CHORD BEARS: S02°06'22"W 30.50 FEET); THENCE S52°31'29"W 527.62 FEET; THENCE S52°31'32"W 549.57 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A 665.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 123.67 FEET, THROUGH A CENTRAL ANGLE OF 10°39'18" (LONG CHORD BEARS: S47°11'53"W 123.49 FEET); THENCE S41°47'04"W 162.12 FEET; THENCE N57°44'33"W 143.71 FEET; THENCE N61°14'24"W 261.45 FEET; THENCE N61°18'40"W 200.62 FEET; THENCE WESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1591.44 FEET AND A RADIAL BEARING OF S28°43'42"W, A DISTANCE OF 609.40 FEET, THROUGH A CENTRAL ANGLE OF 21°56'23" (LONG CHORD BEARS: N72°14'30"W 605.68 FEET); THENCE NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1476.00 FEET AND A RADIAL BEARING OF S71°03'20"E, A DISTANCE OF 60.63 FEET, THROUGH A CENTRAL ANGLE OF 02°21'13" (LONG CHORD BEARS: N20°07'17"E 60.63 FEET); THENCE NORTHERLY ALONG THE ARC OF A 0.00 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (LONG CHORD BEARS: N00°00'00"E 0.00 FEET), CENTER POINT LIES N00°00'00"E THROUGH A CENTRAL ANGLE OF 192°50'21" A DISTANCE OF 0.00 FEET; TO TO THE POINT OF BEGINNING. AREA CONTAINS 2074691 SQUARE FEET OR 47.628 ACRES.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8287

PROVALUE ENGINEERING

No. 191090
KARL BRADLEY RASMUSSEN
10/13/22

FINAL SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/13/2022
SCALE: 1"=100'
JOB NO. 569-001
SHEET NO. C3

FINAL SITE PLAN

SITE PLAN - 1 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- FENCE LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- PHASE LINE
- PAINTED ARROW

NOTE: ANY FENCE INSTALLED AT THE ROADWAY MUST BE INSTALLED AT P.U.E.

UNITS KEYNOTES :

1. RESTAURANT BUILDING
2. 3 COMMERCIAL UNITS
3. MAD MOOSE RENTALS
4. RESTROOM WITH SHOWERS
5. ~~PICNIC PAVILLION~~
6. MAINTENANCE BUILDING
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. MAIN ENTRY/EXIT GUARD GATE
12. PROPOSED FENCE
13. MINING SLUICE
14. RV PARK SIGN
15. DUMPSTER
16. DOG PARK
17. ~~BASKETBALL COURT~~
18. ~~TENNIS COURT~~
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. ~~BEACH VOLLYBALL COURT~~
22. JUMPING PILLOW
23. ~~CA-CA BALL COURTS~~
24. 6' SIDEWALK
25. ADA PARKING & RAMP
26. SLIDING DOOR IN MAD MOOSE RENTALS
27. POOL PUMP HOUSE

SITE PLAN KEYNOTES :

31. INSTALL NEW 20' ROW ROAD
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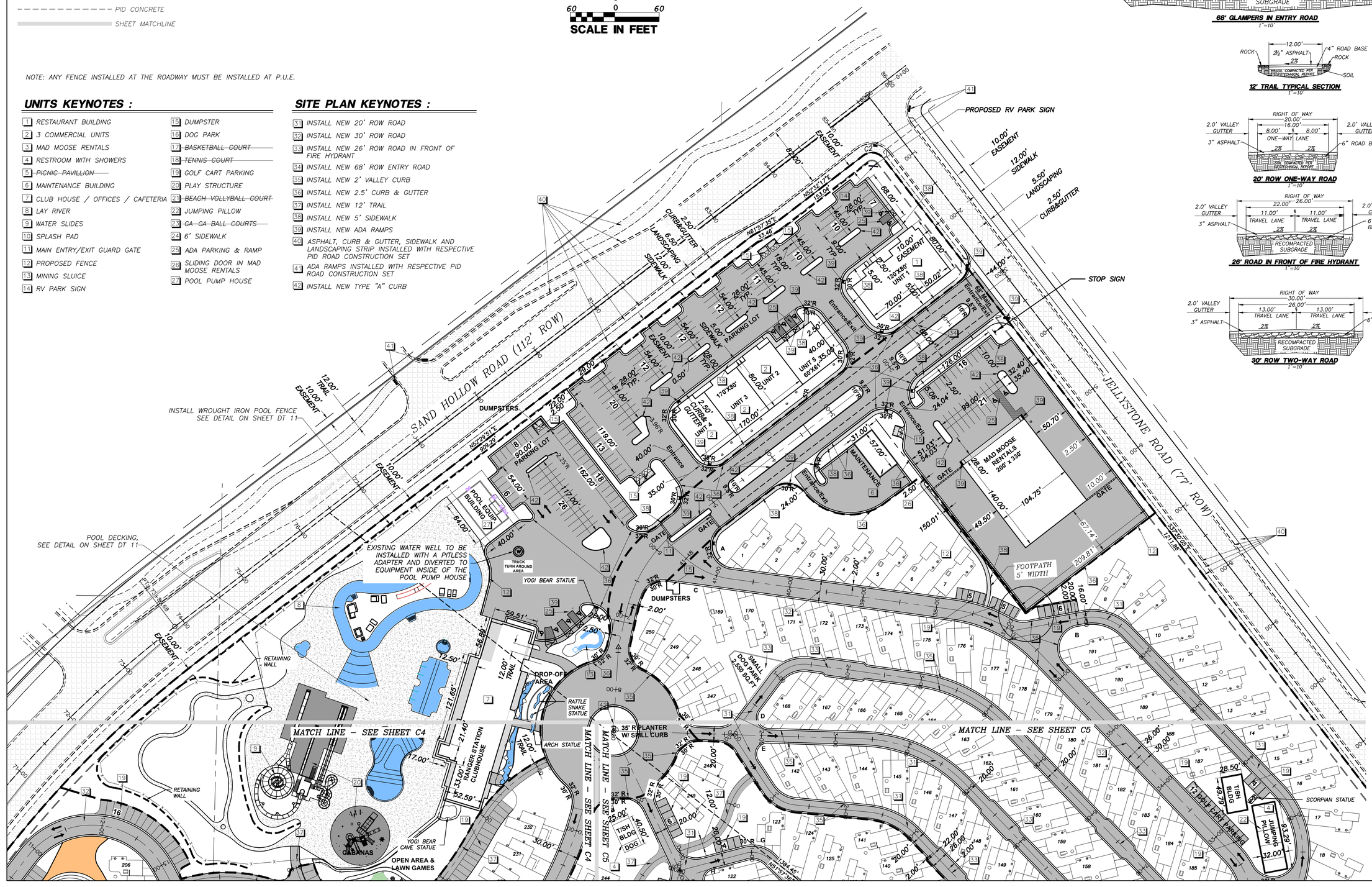
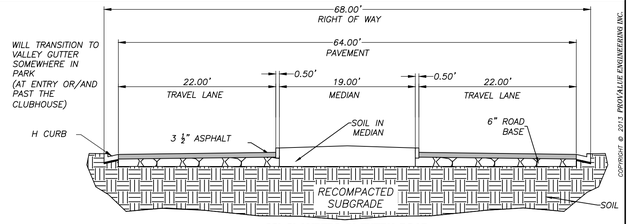
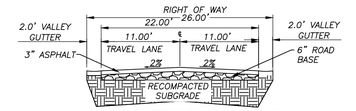




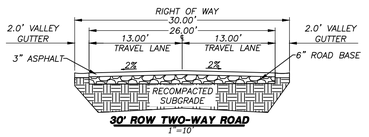
68' GLAMPERS IN ENTRY ROAD
1"=10'

12' TRAIL TYPICAL SECTION
1"=10'

20' ROW ONE-WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
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10/4/22
STATE OF UTAH

SITE PLAN FOR:
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LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

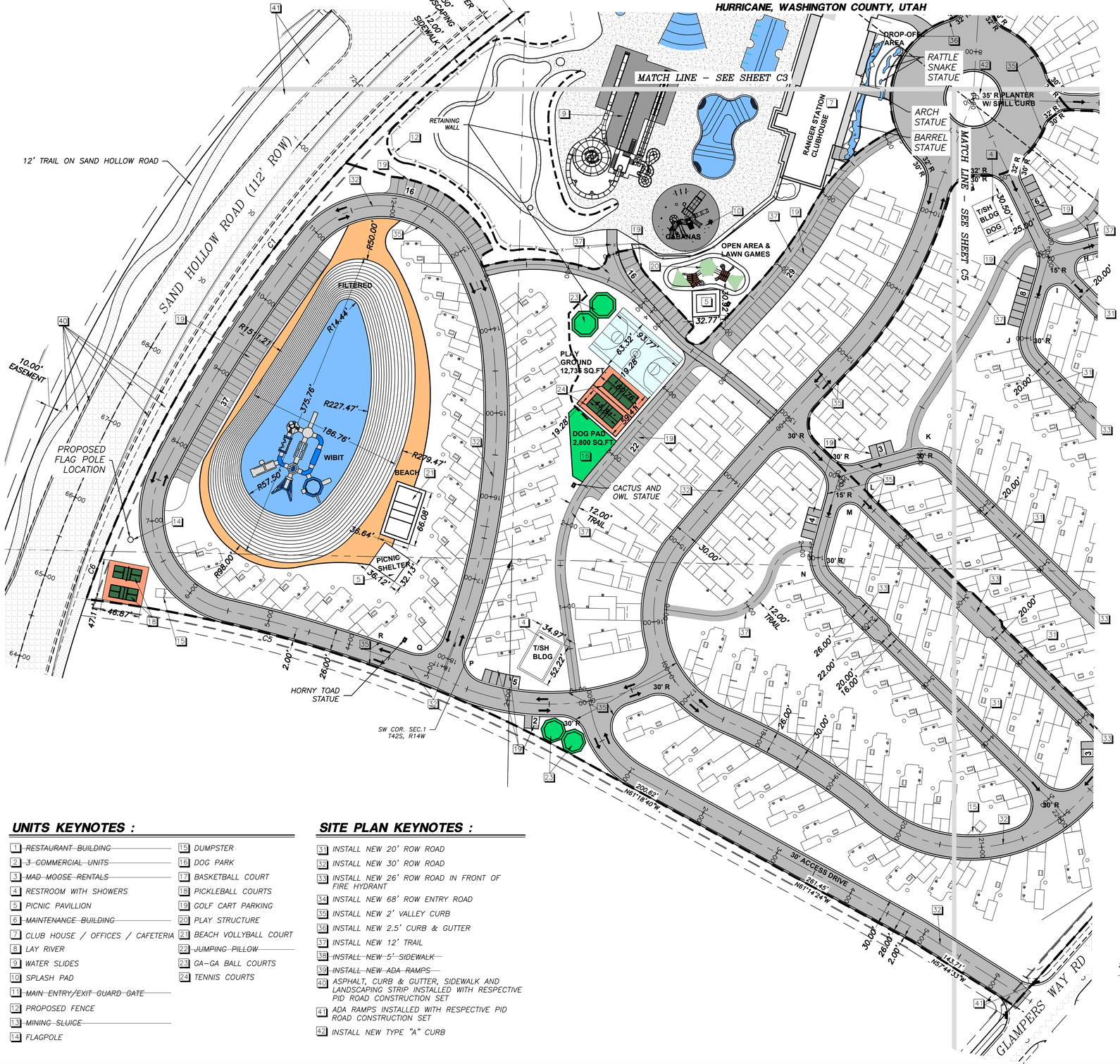
JOB NO.
569-001

SHEET NO:
C4

SITE PLAN

SITE PLAN - 2 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT
- PROPOSED CURB
- RETAINING WALL
- PID CONCRETE
- SHEET MATCHLINE
- PROPOSED PAVEMENT
- PROPOSED SIDEWALK
- PID ROAD PAVEMENT
- PID ROAD SIDEWALK/TRAIL
- WATER
- BEACH/SAND
- PHASE LINE
- PAINTED ARROW

N W E S

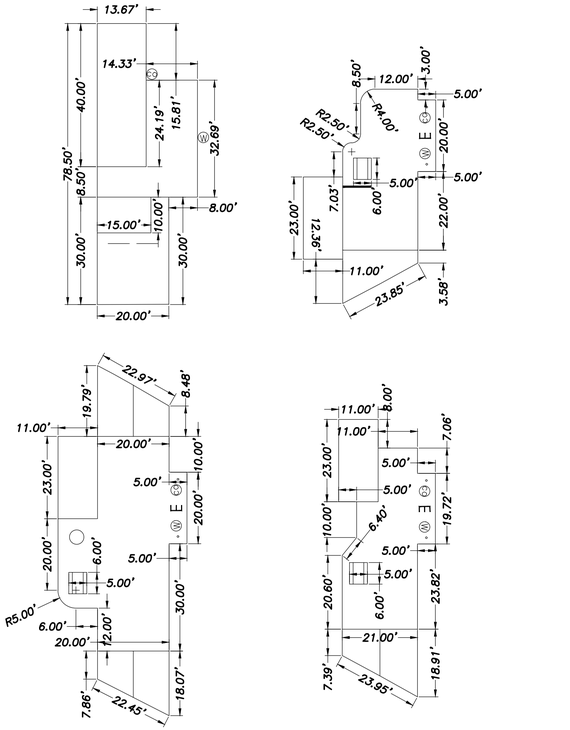
60 0 60
SCALE IN FEET

UNITS KEYNOTES :

1. ~~RESTAURANT BUILDING~~
2. ~~3 COMMERCIAL UNITS~~
3. ~~MAD MOOSE RENTALS~~
4. RESTROOM WITH SHOWERS
5. PICNIC PAVILLION
6. ~~MAINTENANCE BUILDING~~
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. ~~MAIN ENTRY/EXIT GUARD GATE~~
12. PROPOSED FENCE
13. ~~MINING SLUICE~~
14. FLAGPOLE
15. DUMPSTER
16. DOG PARK
17. BASKETBALL COURT
18. PICKLEBALL COURTS
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. BEACH VOLLYBALL COURT
22. ~~JUMPING PILLOW~~
23. GA-GA BALL COURTS
24. TENNIS COURTS

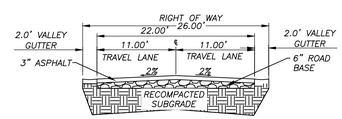
SITE PLAN KEYNOTES :

31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' CURB & GUTTER
37. INSTALL NEW 12' TRAIL
38. ~~INSTALL NEW 5' SIDEWALK~~
39. ~~INSTALL NEW ADA RAMPS~~
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB

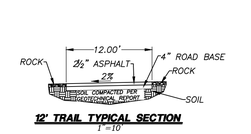


TYPICAL RV PAD DIMENSIONS

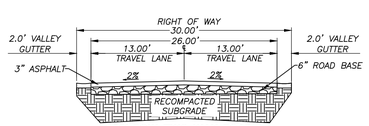
SCALE: 1"=20'



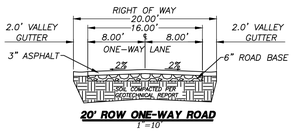
26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



12' TRAIL TYPICAL SECTION
1"=10'



30' ROW TWO-WAY ROAD
1"=10'



20' ROW ONE-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8507

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22
STATE OF UTAH

SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

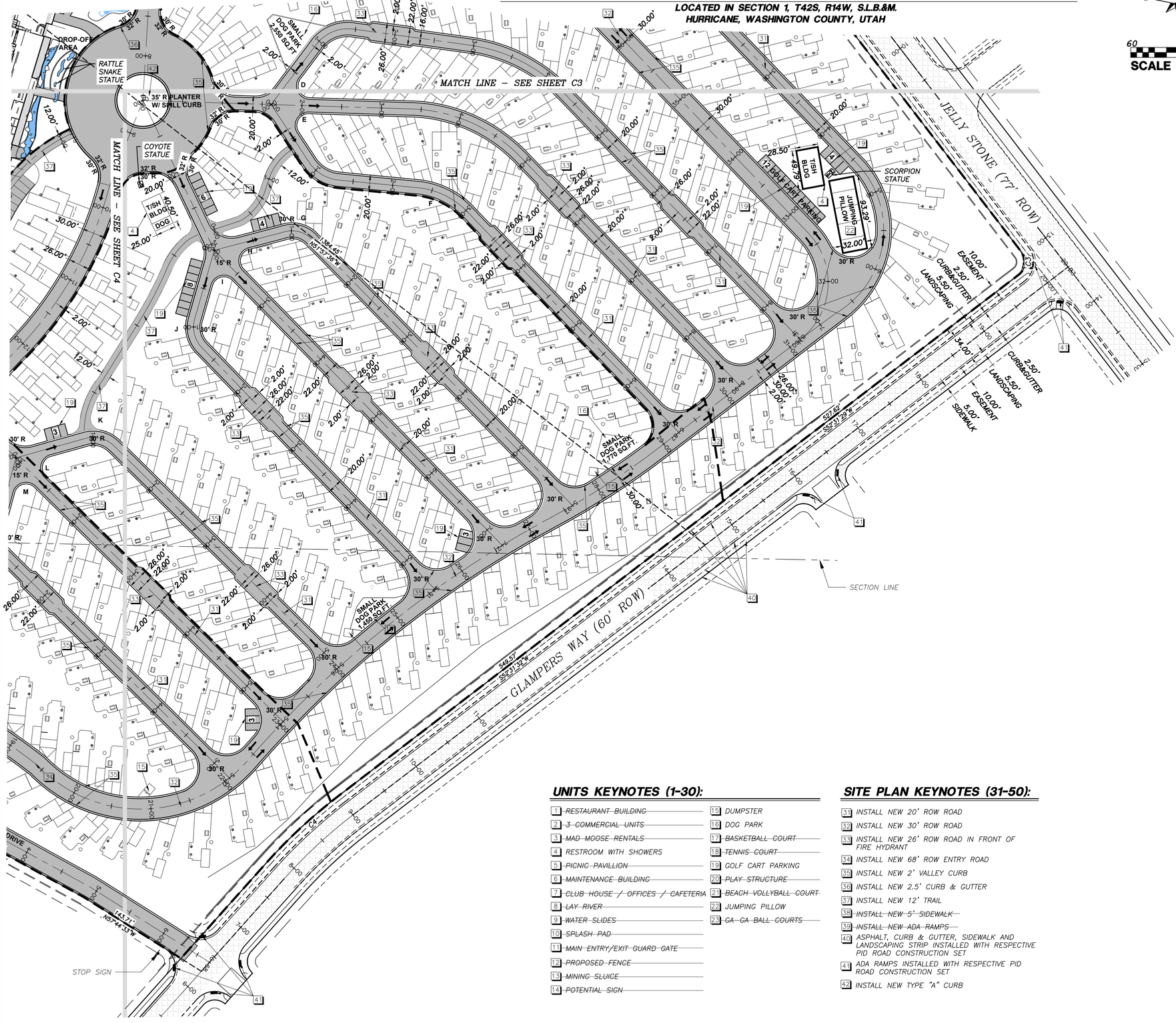
JOB NO.
569-001

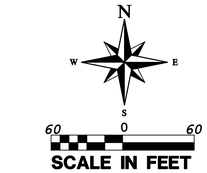
SHEET NO:
C5

SITE PLAN

SITE PLAN - 3 FOR:
GLAMPERS INN JELLYSTONE PARK

LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH





SCALE IN FEET

LEGEND

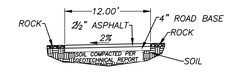
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- PROPOSED CURB & GUTTER
- CURB & GUTTER ON PID ROADS
- EASEMENT
- PROPOSED PAVEMENT
- PID AT SAND HOLLOW GATEWAY ROADS
- SIDEWALK AT PID ROADS
- MATCHLINE
- PID CONCRETE
- PHASE LINE
- PAINTED ARROW

UNITS KEYNOTES (1-30):

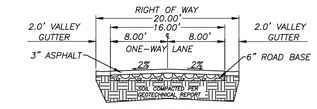
1. RESTAURANT BUILDING
2. 3 COMMERCIAL UNITS
3. MAD MOOSE RENTALS
4. RESTROOM WITH SHOWERS
5. PICNIC PAVILLION
6. MAINTENANCE BUILDING
7. CLUB HOUSE / OFFICES / CAFETERIA
8. LAY RIVER
9. WATER SLIDES
10. SPLASH PAD
11. MAIN ENTRY/EXIT GUARD GATE
12. PROPOSED FENCE
13. MINING SLUICE
14. POTENTIAL SIGN
15. DUMPSTER
16. DOG PARK
17. BASKETBALL COURT
18. TENNIS COURT
19. GOLF CART PARKING
20. PLAY STRUCTURE
21. BEACH VOLLYBALL COURT
22. JUMPING PILLOW
23. GA GA BALL COURTS

SITE PLAN KEYNOTES (31-50):

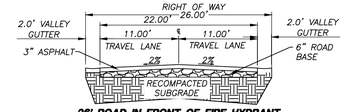
31. INSTALL NEW 20' ROW ROAD
32. INSTALL NEW 30' ROW ROAD
33. INSTALL NEW 26' ROW ROAD IN FRONT OF FIRE HYDRANT
34. INSTALL NEW 68' ROW ENTRY ROAD
35. INSTALL NEW 2' VALLEY CURB
36. INSTALL NEW 2.5' CURB & GUTTER
37. INSTALL NEW 12' TRAIL
38. INSTALL NEW 5' SIDEWALK
39. INSTALL NEW ADA RAMPS
40. ASPHALT, CURB & GUTTER, SIDEWALK AND LANDSCAPING STRIP INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
41. ADA RAMPS INSTALLED WITH RESPECTIVE PID ROAD CONSTRUCTION SET
42. INSTALL NEW TYPE "A" CURB



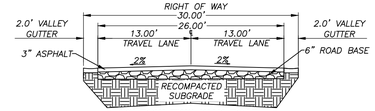
12' TRAIL TYPICAL SECTION
1"=10'



20' ROW ONE-WAY ROAD
1"=10'



26' ROAD IN FRONT OF FIRE HYDRANT
1"=10'



30' ROW TWO-WAY ROAD
1"=10'

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8387

No. 191090
KARL BRADLEY RASMUSSEN
10/4/22

SITE PLAN FOR:
GLAMPERS INN JELLYSTONE PARK
LOCATED IN SECTION 1, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/03/2022
SCALE: 1"=60'

JOB NO.
569-001

SHEET NO:
C6

SITE PLAN

DESIGN NOTES:

1. CONTRACTOR TO ENSURE THAT THE DESIGN INTENT OF THE LANDSCAPE IS UPHELD AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT.

2. ANY CONFLICTING INFORMATION THAT RELATES TO THE DESIGN INTENT OF THIS PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IF ANY INFORMATION IS WITH HELD THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE OF SUCH NOTIFICATIONS.

3. CONTRACTOR SHALL BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS AND UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE STAKES AND UTILITY COMPANIES FOR ALL LOCATES PRIOR TO CONSTRUCTION.

4. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR LAYOUT AND/OR DESIGN CHANGES AND/OR MODIFICATIONS MADE BY THE OWNER AND/OR ANY PROJECT CONTRACTOR WITHOUT THE EXPRESSED CONSENT OF THE LANDSCAPE ARCHITECT.

DRAINAGE NOTES:

1. CONCRETE CONTRACTOR IS TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING. LANDSCAPE CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING TO THE STREET.

2. ALL ROOF DRAINS SHALL BE CONNECTED TO SUBSURFACE DRAINS THAT HAVE POSITIVE DRAINAGE TO THE STREET. ALL ROOF DRAINS AND SUBSURFACE DRAINAGE SHALL BE INSTALLED PRIOR TO INSTALLATION OF CONCRETE SURFACES. LANDSCAPE CONTRACTOR RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE TO PLACE OF DISCHARGE. CONCRETE CONTRACTOR TO VERIFY ALL LOCATIONS OF DRAINS WITH LANDSCAPE CONTRACTOR PRIOR TO INSTALLATION OF ANY CONCRETE SURFACE ON THE OUTSIDE OF STRUCTURE.

3. LANDSCAPE CONTRACTOR RESPONSIBLE FOR THE CONNECTION AND LAYOUT OF ALL ROOF DRAINS AND SURFACE DRAINS TO APPROVED LOCATIONS.

CHAT NOTE:

1) CHAT (CHAT AREA) - INSTALL A 3" LAYER OF APPROVED CHAT IN ALL PLANTERS UNDER ALL TREES AND SHRUBS. KEEP TOP OF CHAT 1" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW CHAT TO TOUCH THE TRUNK OF ANY PLANT. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.

SLEEVING NOTE:

1. ALL SLEEVING SHALL BE INSTALLED PRIOR TO INSTALLATION OF CONCRETE SURFACES. CONCRETE CONTRACTOR TO VERIFY INSTALLATION OF SUCH ITEMS AND LOCATIONS WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR RESPONSIBLE FOR THE PROPER INSTALLATION OF ALL SLEEVES AND SUCH. SEE PLANS FOR PROPER SIZING.

TREE LEGEND

	BOTANICAL / COMMON NAME
	PISTACHE CHINENSIS 'RED PUSH' CHINESE PISTACHE
	PINUS ELDARICA MONDEL PINE
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK
	LAGERSTROEMIA INDICA CRAPE MYRTLE
	PINUS MUGO MUGO MUGHON PINE
	JUNIPERUS SABINA 'BUFFALO' BUFFALO JUNIPER
	NANDINA DOMESTICA 'MOONBAY' MOONBAY NANDINA
	ROSA 'RED CARPET' RED CARPET ROSE
	ILEX VOMITORIA YAUPON HOLLY
	LANDSCAPE BOULDERS VARY IN SIZE: 50% - 4' X 4' 50% - 3' X 3'
	CHAT AREA GROUNDCOVER
	JUNIPERUS 'BLUE CARPET' BLUE CARPET JUNIPER

0 30'-0" 60'-0"
SCALE: 1" = 30'-0"

SAND HOLLOW ROAD
ACCESS ROAD
ENTRANCE DRIVE
PARKING LOT
UNIT 1
UNIT 2
UNIT 3
UNIT 4
MAINTENANCE
GATE
MAD MOOSE RENTALS
TRUCK TURN AROUND AREA
DUMPSTERS
GRASS AREA
CHAT AREA
MATCH LINE 'A' SHEET L1.01
MATCH LINE 'A' SHEET L1.02
MATCH LINE 'A' SHEET L1.03

STATE OF UTAH
Cody R. Schmitt
7184969-5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

JELLYSTONE PARK GLAMPERS INN
HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

811 Know what's below. Call before you dig.

PROJECT:
JELLYSTONE PARK GLAMPERS INN
SHEET CONTENTS:
LANDSCAPE PLAN
DATE:
07/28/2022
JOB NO.:
07282022
SHEET:
L1.01

TREE LEGEND

BOTANICAL / COMMON NAME
PISTACHE CHINENSIS 'KEITH DAVIS' CHINESE PISTACHE
PINUS ELDARICA MONDELL PINE
QUERCUS VIRGINIANA SOUTHERN LIVE OAK
LAGERSTROEMIA INDICA CRAPE MYRTLE
PINUS MUGO MUGO MUGHON PINE
JUNIPERUS SABINA 'BUFFALO' BUFFALO JUNIPER
NANDINA DOMESTICA 'MOONBAY' MOONBAY NANDINA
ROSA 'RED CARPET' RED CARPET ROSE
ILEX VOMITORIA YAUPON HOLLY
LANDSCAPE BOULDERS VARY IN SIZE: 50% - 4'X 4' 50% - 3' X 3'
CHAT AREA GROUNDCOVER
JUNIPERUS 'BLUE CARPET' BLUE CARPET JUNIPER

0'-0" 60'-0"
SCALE: 1" = 30'-0"

SAND HOLLOW ROAD

WATER PARK AREA

RANGER STATION

DROP-OFF AREA

PLAY GROUND 2,735 SQ.FT

T/SH BLDG

DOG

FILTERED

BEACH

CHAT AREA

GRASS AREA

MATCH LINE 'A' SHEET L1.01

MATCH LINE 'A' SHEET L1.03

MATCH LINE 'C' SHEET L1.03

MATCH LINE 'D' SHEET L1.02

MATCH LINE 'D' SHEET L1.04

MATCH LINE 'D' SHEET L1.02

MATCH LINE 'C' SHEET L1.05

30' R

STATE OF UTAH
Cody R. Schmitt
7184969-5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

JELLYSTONE PARK GLAMPERS INN

UTAH

HURRICANE

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

811
Know what's below.
Call before you dig.

PROJECT:
JELLYSTONE PARK GLAMPERS INN

SHEET CONTENTS:
LANDSCAPE PLAN

DATE:
07/28/2022
JOB NO.:
07282022

SHEET:
L1.02

SMALL DOG PARK 2,550 SQ.FT

MATCH LINE 'A' SHEET L1.01

MATCH LINE 'A' SHEET L1.03

MATCH LINES 'C' SHEET L1.03

MATCH LINE 'C' SHEET L1.03

MATCH LINE 'D' SHEET L1.03

MATCH LINE 'D' SHEET L1.05

A

B

C

D

E

F

G

CHAT AREA

ACCESS ROAD

T/SH BLDG

JUMPING PILLOW

GRASS AREA

DESIGN NOTES:

1. CONTRACTOR TO ENSURE THAT THE DESIGN INTENT OF THE LANDSCAPE IS UPHELD AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT.

2. ANY CONFLICTING INFORMATION THAT RELATES TO THE DESIGN INTENT OF THIS PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IF ANY CONFLICTION IS WITH HELD THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY IMPROVEMENTS CAUSED FAILURE OF SUCH NOTIFICATIONS.

3. CONTRACTOR SHALL BE FAMILIAR WITH EXISTING SITE CONDITIONS AND UNDERSTAND WHAT CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTING FEATURES AND UTILITY COMPANIES FOR SERVICES DURING CONSTRUCTION.

4. LANDSCAPE CONTRACTOR IS NOT RESPONSIBLE FOR LAYOUT AND/OR GRADING INFORMATION MODIFICATIONS MADE BY THE OWNER/OWNER'S REPRESENTATIVE CONTRACTOR WITHOUT THE EXPRESS CONSENT OF THE LANDSCAPE ARCHITECT.

DRAINAGE NOTES:

1. CONCRETE CONTRACTOR IS TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING. LANDSCAPE CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING TO STREET.

2. ALL ROOF DRAINS SHALL BE CONNECTED TO SUBSURFACE DRAINS THAT HAVE POSITIVE DRAINAGE TO THE STREET. ALL ROOF DRAINS AND SUBSURFACE DRAINS SHALL BE INSTALLED PRIOR TO INSTALLATION OF CONCRETE FLATWORK. LANDSCAPE CONTRACTOR RESPONSIBLE FOR INSTALLING THE SURFACE DRAINAGE TO PLACE OF DISCHARGE. CONCRETE CONTRACTOR RESPONSIBLE FOR INSTALLING THE SURFACE DRAINAGE CONTRACTOR FROM CURB AND GUTTER TO ANY CONCRETE SURFACE ON THE GENERAL CONSTRUCTION.

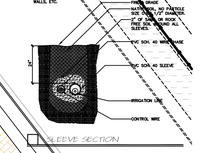
3. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR THE CONNECTION OF DOWNSPOUTS TO ALL ROOF DRAINS AND SURFACE DRAINS AS APPROVED LOCATIONS.

CHAT NOTE:

CHAT (CHAT AREA) - INSTALL A 3" LAYER OF APPROVED CHAT AS A PLANTER UNDER ALL TREES AND SHRUBS. KEEP TOP OF MULCH 1" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW CHAT TO COVER THE TRUNK OF ANY PLANT. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.

SLEEVING NOTE:

ALL SLEEVING TO BE INSTALLED PRIOR TO INSTALLATION OF CONCRETE SURFACES. CONCRETE CONTRACTOR TO VERIFY LOCATION OF SLEEVES WITH PLANS AND LOCATIONS WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR RESPONSIBLE FOR THE INSTALLATION OF SLEEVES AS SPECIFIED AND SIZED. SEE DETAIL FOR INFORMATION.



SLEEVE SECTION

TREE LEGEND

BOTANICAL / COMMON NAME	
PISTACHE CHINENSIS 'RED PUSH' CHINESE PISTACHE	
PINUS ELDARICA MONDEL PINE	
QUERCUS VIRGINIANA SOUTHERN LIVE OAK	
LAGERSTROEMIA INDICA CRAPE MYRTLE	
PINUS MUGO MUGO MUGHON PINE	
JUNIPERUS SABINA 'BUFFALO' BUFFALO JUNIPER	
NANDINA DOMESTICA 'MOONBAY' MOONBAY NANDINA	
ROSA 'RED CARPET' RED CARPET ROSE	
ILEX VOMITORIA YAUPON HOLLY	
LANDSCAPE BOULDERS VARY IN SIZE: 50% - 4' X 4' 50% - 3' X 3'	
CHAT AREA GROUNDCOVER	
JUNIPERUS 'BLUE CARPET' BLUE CARPET JUNIPER	

0 30'-0" 60'-0"

SCALE: 1" - 30'-0"

STATE OF UTAH
Cody R. Schmitt
7184969-5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

JELLYSTONE PARK GLAMPERS INN
HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

811 Know what's below. Call before you dig.

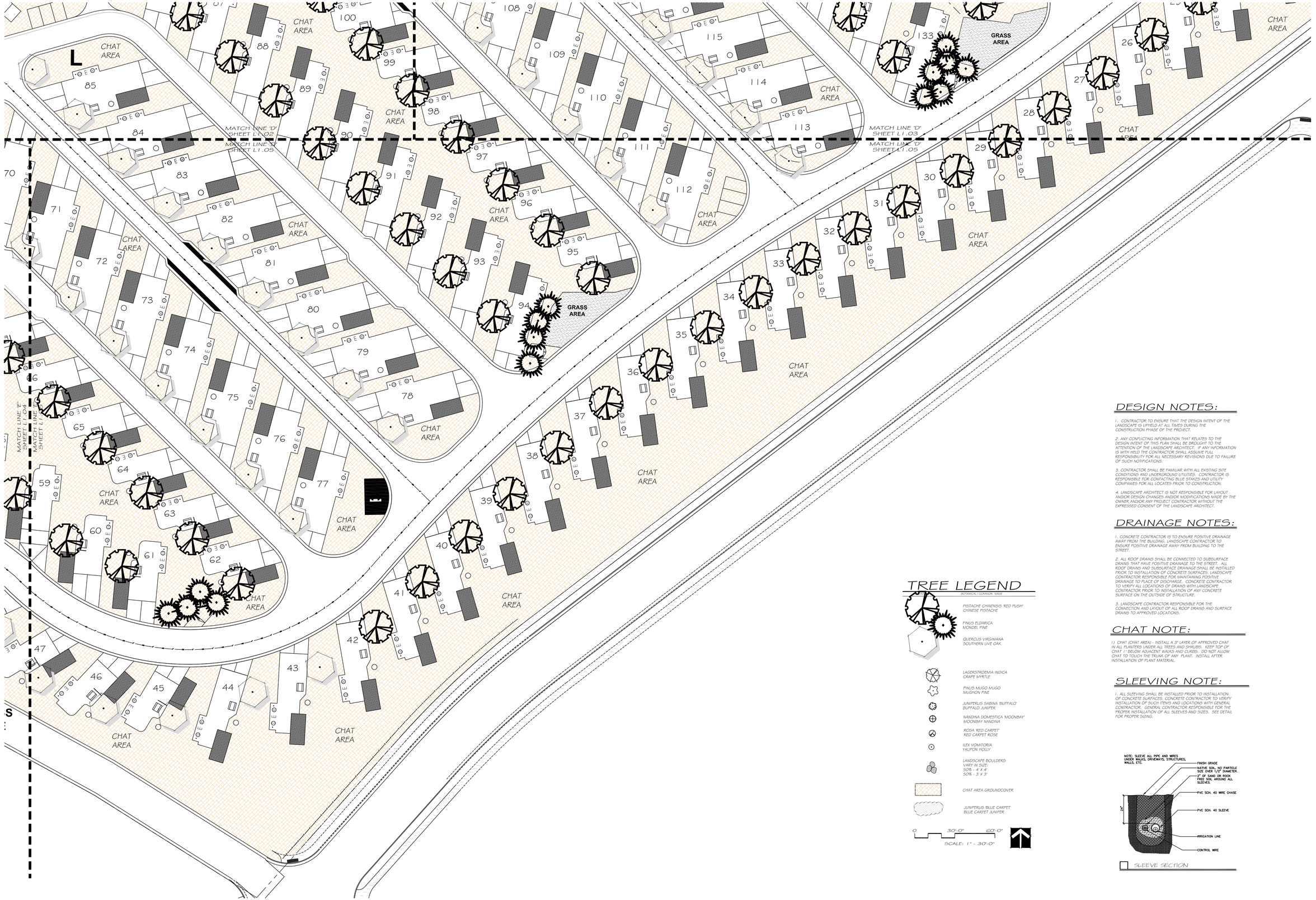
PROJECT:
JELLYSTONE PARK GLAMPERS INN

SHEET CONTENTS:
LANDSCAPE PLAN

DATE:
07/28/2022
JOB NO.:
07282022

SHEET:
L1.03

BEACH
CHAT AREA
PICNIC SHELTER
BEACH
CHAT AREA
MATCH LINE 'D' SHEET L1.02
MATCH LINE 'E' SHEET L1.04
GRASS AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
T/SH BLDG
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA
CHAT AREA



TREE LEGEND

BOTANICAL / COMMON NAME

- PISTACHE CHINENSIS 'RED FLUSH' / CHINESE PISTACHE
- PINUS ELDARICA / MONDEL PINE
- QUERCUS VIRGINIANA / SOUTHERN LIVE OAK
- LAGERSTROEMIA INDICA / CRAPE MYRTLE
- PINUS MUGO MUGO / MUGHON PINE
- JUNIPERUS SABINA 'BUFFALO' / BUFFALO JUNIPER
- NANDINA DOMESTICA 'MOONBAY' / MOONBAY NANDINA
- ROSA 'RED CARPET' / RED CARPET ROSE
- ILEX VOMITORIA / YAUPON HOLLY
- LANDSCAPE BOULDERS / VARY IN SIZE: 50% - 4' X 4' 50% - 3' X 3'
- CHAT AREA GROUNDCOVER
- JUNIPERUS 'BLUE CARPET' / BLUE CARPET JUNIPER

0 30'-0" 60'-0"

SCALE: 1" - 30'-0"

DESIGN NOTES:

1. CONTRACTOR TO ENSURE THAT THE DESIGN INTENT OF THE LANDSCAPE IS UPHELD AT ALL TIMES DURING THE CONSTRUCTION PHASE OF THE PROJECT.

2. ANY CONFLICTING INFORMATION THAT RELATES TO THE DESIGN INTENT OF THIS PLAN SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT. IF ANY INFORMATION IS WITH HELD THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS DUE TO FAILURE OF SUCH NOTIFICATIONS.

3. CONTRACTOR SHALL BE FAMILIAR WITH ALL EXISTING SITE CONDITIONS AND UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE FOR CONTACTING BLUE STAKES AND UTILITY COMPANIES FOR ALL LOCATES PRIOR TO CONSTRUCTION.

4. LANDSCAPE ARCHITECT IS NOT RESPONSIBLE FOR LAYOUT AND/OR DESIGN CHANGES AND/OR MODIFICATIONS MADE BY THE OWNER AND/OR ANY PROJECT CONTRACTOR WITHOUT THE EXPRESSED CONSENT OF THE LANDSCAPE ARCHITECT.

DRAINAGE NOTES:

1. CONCRETE CONTRACTOR IS TO ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDING. LANDSCAPE CONTRACTOR TO ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING TO THE STREET.

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3. LANDSCAPE CONTRACTOR RESPONSIBLE FOR THE CONNECTION AND LAYOUT OF ALL ROOF DRAINS AND SURFACE DRAINS TO APPROVED LOCATIONS.

CHAT NOTE:

1) CHAT (CHAT AREA) - INSTALL A 3" LAYER OF APPROVED CHAT IN ALL PLANTERS UNDER ALL TREES AND SHRUBS. KEEP TOP OF CHAT 1" BELOW ADJACENT WALKS AND CURBS. DO NOT ALLOW CHAT TO TOUCH THE TRUNK OF ANY PLANT. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.

SLEEVING NOTE:

1. ALL SLEEVING SHALL BE INSTALLED PRIOR TO INSTALLATION OF CONCRETE SURFACES. CONCRETE CONTRACTOR TO VERIFY INSTALLATION OF SUCH ITEMS AND LOCATIONS WITH GENERAL CONTRACTOR. GENERAL CONTRACTOR RESPONSIBLE FOR THE PROPER INSTALLATION OF ALL SLEEVES AND SIZES. SEE DETAIL FOR PROPER SIZING.

SLEEVE SECTION

STATE OF UTAH
Cody R. Schmitt
7184989-5301
LICENSED LANDSCAPE ARCHITECT
Exp. 5/31/24

REVISIONS:

JELLYSTONE PARK GLAMPERS INN

HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

811 Know what's below. Call before you dig.

PROJECT:
JELLYSTONE PARK GLAMPERS INN

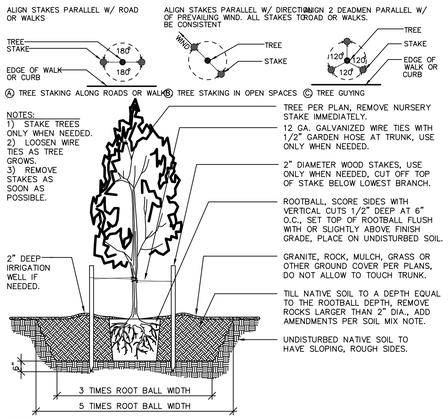
SHEET CONTENTS:
LANDSCAPE PLAN

DATE:
07/28/2022
JOB NO.
07282022

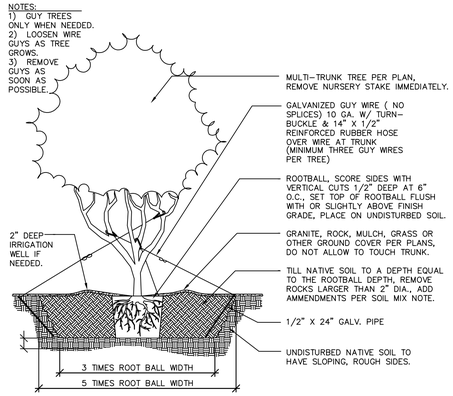
SHEET:
L1.05

A DETAIL NOT USED

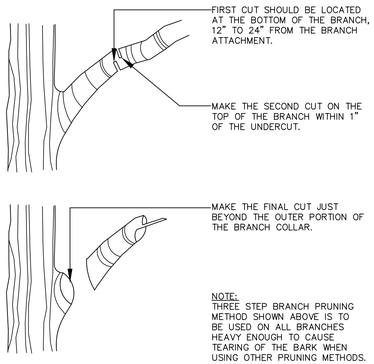
B TREE PLANTING DETAIL



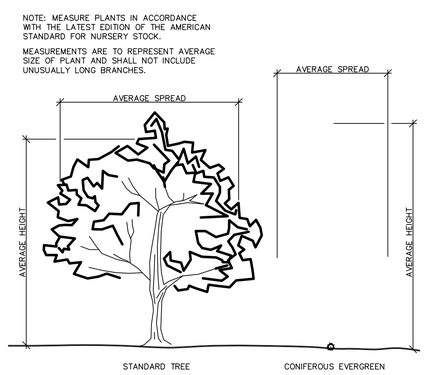
C MULTI-TRUNK PLANTING DETAIL



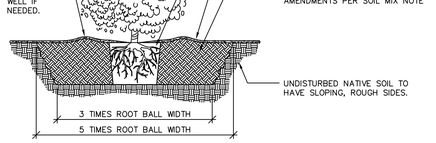
D TREE BRANCH PRUNING DETAIL



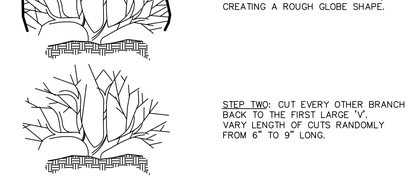
E PLANT MEASUREMENT DETAIL



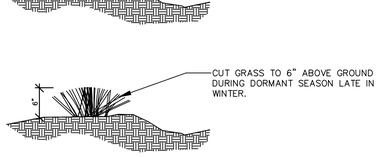
F SHRUB PLANTING DETAIL



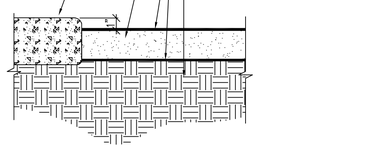
G SHRUB PRUNING DETAIL



H GRASS PRUNING DETAIL



I DECOMPOSED GRANITE DETAIL



BOTANICAL NAME	COMMON NAME	QTY	SIZE (MINIMUM)	COND	DTL	REMARKS
TREES						
FRAXINUS VELUTINA 'FAN TEX'	'FAN TEX ASH'	56	24"	BOX	B,D,E	
PISTACHE CHINENSIS 'RED PUSH'	'RED PUSH PISTACHE'	29	24"	BOX	B,D,E	
QUERCUS VIRGINIANA	'SOUTHERN LIVE OAK'	65	24"	BOX	B,D,E	
WASHINGTONIA	'CALIFORNIA FAN PALM'	9	5' - 6' BTH	BARE ROOT	B,D,E	
SHRUBS						
ABELIA GRANDIFLORA	'ABELIA'	111	5	GALLON	F,G	
CHAMAEROPS HUMILIS	'MEDITERRANEAN FAN PALM'	57	15	GALLON	F,G	
DASYLIRION WHEELERII	'DESERT SPOON'	22	5	GALLON	F,G	
HESPERALOE PARVIFLORA	'RED YUCCA'	170	5	GALLON	F,G	
ILEX VOMITORIA	'YAUPON HOLLY'	236	5	GALLON	F,G	
LEUCOCPHYLLUM FRUTESCENS 'RIO BRAVO'	'RIO BRAVO TEXAS RANGER'	173	5	GALLON	F,G	
LIGUSTRUM JAPONICUM 'TEXANUM'	'TEXAS PRIVET'	32	5	GALLON	F,G,	
MUHLENBERGIA CAPILLARIS 'REGAL MIST'	'REGAL MIST GRASS'	51	1	GALLON	F,G,H	
NERIUM OLEANDER 'PETITE RED'	'RED DWARF OLEANDER'	134	5	GALLON	F,G	
RAPHEOLEPIS INDICA 'BALLARIENA'	'BALLARIENA HAWTHORN'	82	5	GALLON	F,G	
ROSA 'RED CARPET'	'RED CARPET ROSE'	57	1	GALLON	F,G	
LAGESTROMIA INDICA 'MULTI'	'RED MULTI CRAPE MYRTLE'	110	5	GALLON	B,D,E	

PLANTING LEGEND

NOTE: PLANT QUANTITIES ARE FOR REFERENCE ONLY, EXACT PLANT COUNTS ARE THE RESPONSIBILITY OF THE CONTRACTOR.

STATE OF UTAH
Cody R. Schmitt
7184989-5301
LICENSED LANDSCAPE ARCHITECT
Exp. 5/31/24

REVISIONS:

JELLYSTONE PARK GLAMPERS INN
HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

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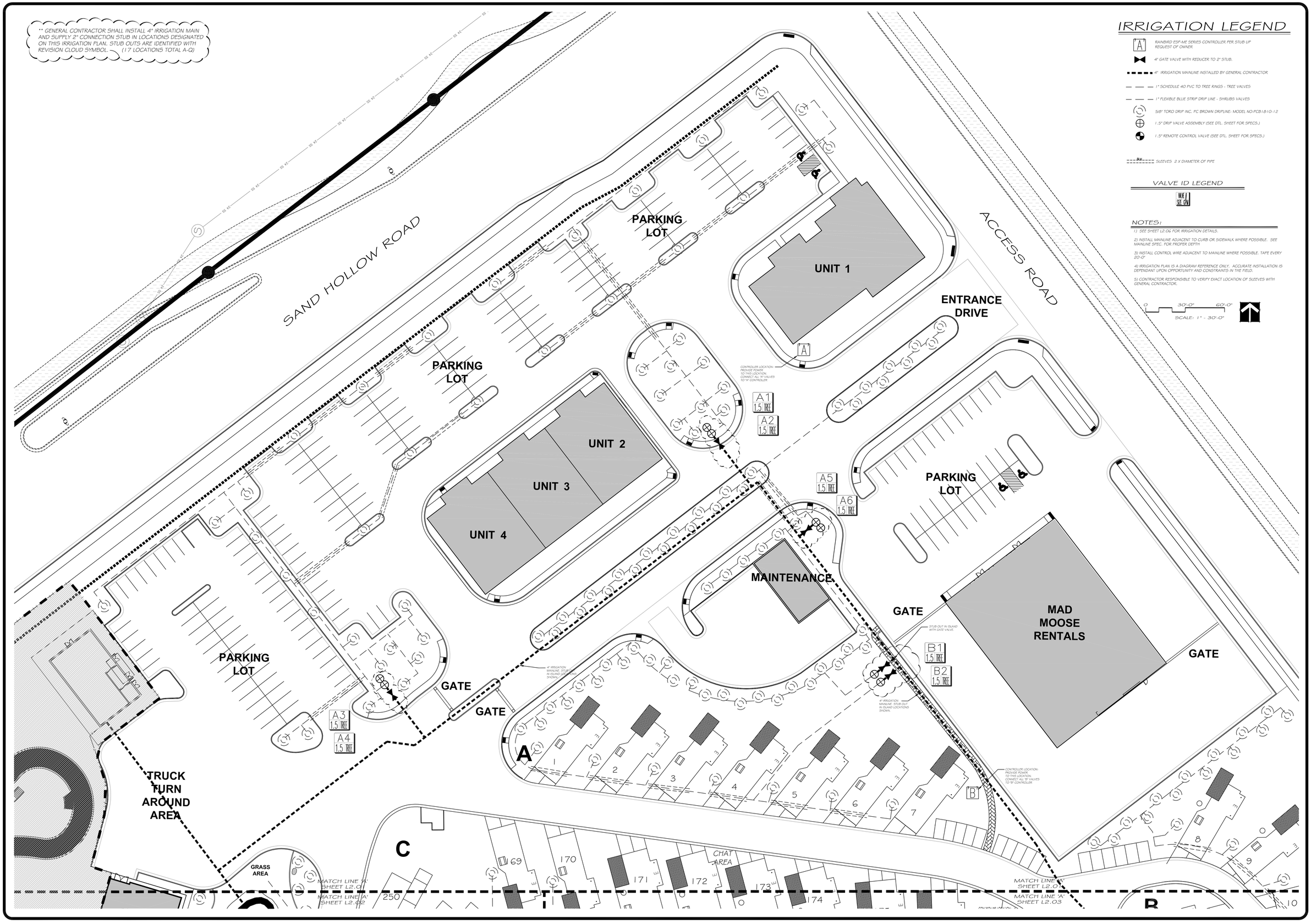
PROJECT:
JELLYSTONE PARK GLAMPERS INN

SHEET CONTENTS:
LANDSCAPE DETAILS

DATE:
07/28/2022
JOB NO.:
07282022

SHEET:
L1.06



IRRIGATION LEGEND

- A — RAINBIRD ESP-ME SERIES CONTROLLER PER STUB UP REQUEST OF OWNER
- 4" GATE VALVE WITH REDUCER TO 2" STUB.
- 4" IRRIGATION MAINLINE INSTALLED BY GENERAL CONTRACTOR
- 1" SCHEDULE 40 PVC TO TREE RINGS - TREE VALVES
- 1" FLEXIBLE BLUE STRIP DRIP LINE - SHRUBS VALVES
- 5/8" TORO DRIP INC. PC BROWN DRIPLINE: MODEL NO:PCB1810-12
- 1.5" DRIP VALVE ASSEMBLY (SEE DTL. SHEET FOR SPECS.)
- 1.5" REMOTE CONTROL VALVE (SEE DTL. SHEET FOR SPECS.)
- 2X SLEEVES 2 X DIAMETER OF PIPE

VALVE ID LEGEND

VALVE SIZE GPM

NOTES:

1) SEE SHEET L2.06 FOR IRRIGATION DETAILS.

2) INSTALL MAINLINE ADJACENT TO CURB OR SIDEWALK WHERE POSSIBLE. SEE MAINLINE SPEC. FOR PROPER DEPTH

3) INSTALL CONTROL WIRE ADJACENT TO MAINLINE WHERE POSSIBLE. TAPE EVERY 20'-0"

4) IRRIGATION PLAN IS A DIAGRAM REFERENCE ONLY. ACCURATE INSTALLATION IS DEPENDANT UPON OPPORTUNITY AND CONSTRAINTS IN THE FIELD.

5) CONTRACTOR RESPONSIBLE TO VERIFY EXACT LOCATION OF SLEEVES WITH GENERAL CONTRACTOR.

0 30'-0" 60'-0"
SCALE: 1" - 30'-0"

STATE OF UTAH
Cody R. Schmitt
7104969-5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

JELLYSTONE PARK GLAMPERS INN

HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

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Know what's below. Call before you dig.

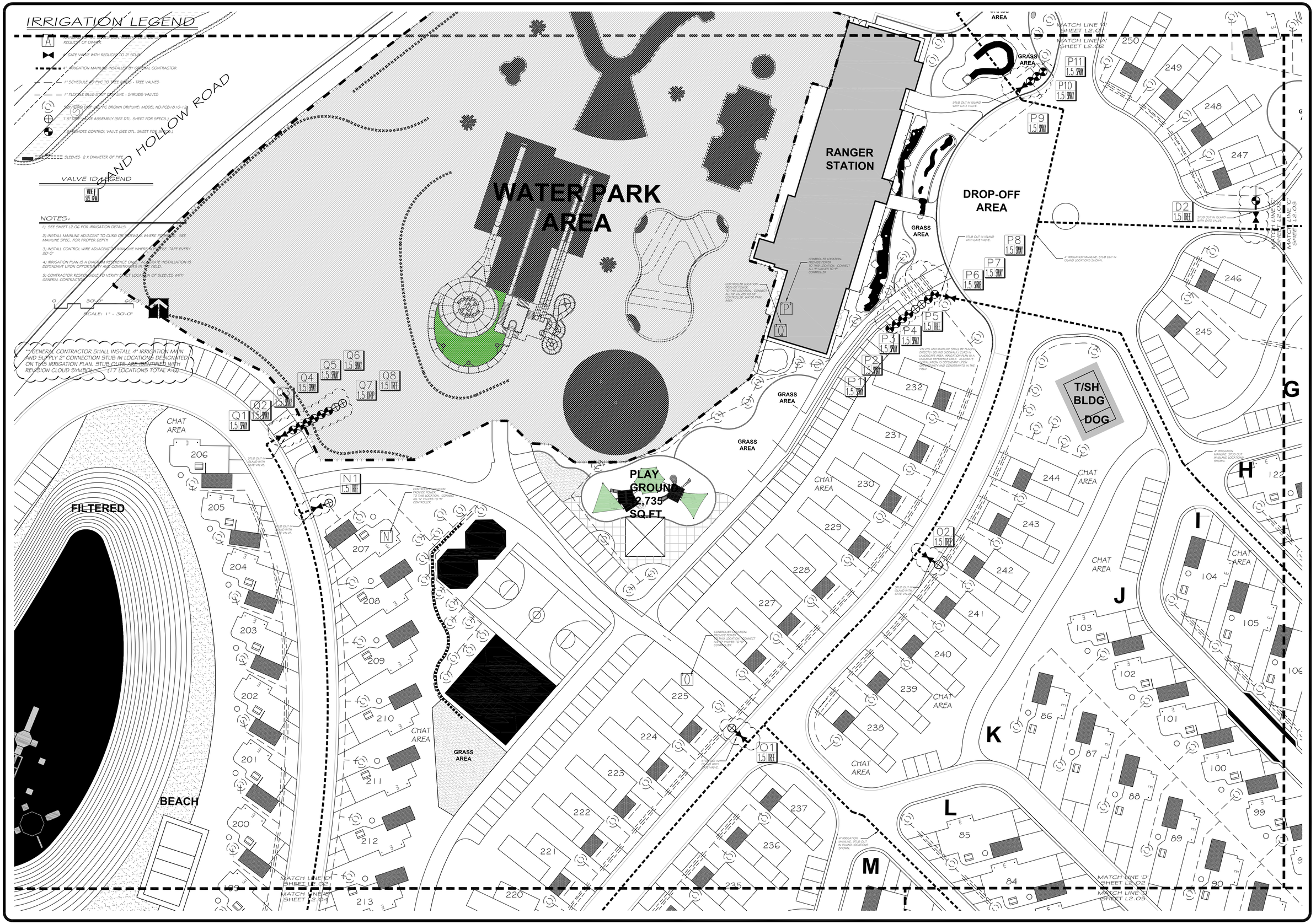
PROJECT:
JELLYSTONE PARK GLAMPERS INN

SHEET CONTENTS:
IRRIGATION PLAN

DATE:
07/28/2022

JOB NO.:
07282022

SHEET:
L2.01



STATE OF UTAH
Cody R. Schmitt
7184969-5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

JELLYSTONE PARK GLAMPERS INN

HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

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PROJECT:
JELLYSTONE PARK GLAMPERS INN

SHEET CONTENTS:
IRRIGATION PLAN

DATE:
07/28/2022

JOB NO.:
07282022

SHEET:
L2.02

STATE OF UTAH
Cody R. Schmitt
7184969-5301
LICENSED LANDSCAPE ARCHITECT
Exp. 5/31/24

REVISIONS:

JELLYSTONE PARK GLAMPERS INN
HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

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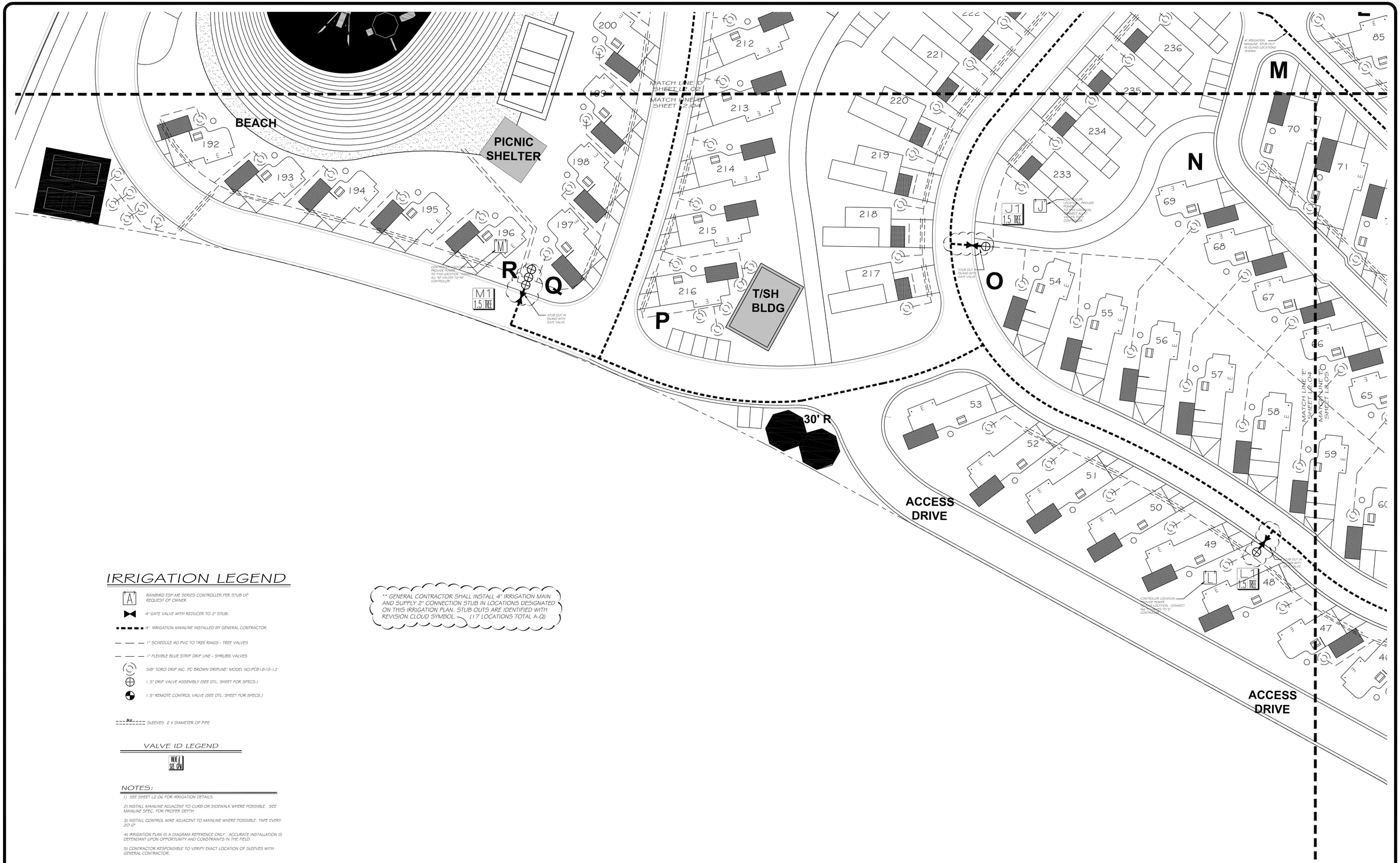
PROJECT:
JELLYSTONE
PARK
GLAMPERS INN

SHEET CONTENTS:
IRRIGATION
PLAN

DATE:
07/28/2022
JOB NO.:
07282022

SHEET:
L2.03



IRRIGATION LEGEND

- RAINBIRD ESP-ME SERIES CONTROLLER PER STUB UP REQUEST OF OWNER.
- 4" GATE VALVE WITH REDUCER TO 2" STUB.
- 4" IRRIGATION MAINLINE INSTALLED BY GENERAL CONTRACTOR.
- 1" SCHEDULE 40 PVC TO TREE RINGS - TREE VALVES
- 1" FLEXIBLE BLUE STRIP DRIP LINE - SHRUBS VALVES
- 5/8" TORO DRIP INC. PC BROWN DRIPLINE: MODEL NO:PCB1810-12
- 1.5" DRIP VALVE ASSEMBLY (SEE DTL. SHEET FOR SPECS.)
- 1.5" REMOTE CONTROL VALVE (SEE DTL. SHEET FOR SPECS.)
- SLEEVES 2 X DIAMETER OF PIPE

VALVE ID LEGEND

VALVE ID SIZE QTY

NOTES:

1) SEE SHEET L2.06 FOR IRRIGATION DETAILS.

2) INSTALL MAINLINE ADJACENT TO CURB OR SIDEWALK WHERE POSSIBLE. SEE MAINLINE SPEC. FOR PROPER DEPTH

3) INSTALL CONTROL WIRE ADJACENT TO MAINLINE WHERE POSSIBLE. TAPE EVERY 20'-0"

4) IRRIGATION PLAN IS A DIAGRAM REFERENCE ONLY. ACCURATE INSTALLATION IS DEPENDANT UPON OPPORTUNITY AND CONSTRAINTS IN THE FIELD.

5) CONTRACTOR RESPONSIBLE TO VERIFY EXACT LOCATION OF SLEEVES WITH GENERAL CONTRACTOR.

0 30'-0" 60'-0"
SCALE: 1" = 30'-0"

** GENERAL CONTRACTOR SHALL INSTALL 4" IRRIGATION MAIN AND SUPPLY 2" CONNECTION STUB IN LOCATIONS DESIGNATED ON THIS IRRIGATION PLAN. STUB OUTS ARE IDENTIFIED WITH REVISION CLOUD SYMBOL. (17 LOCATIONS TOTAL A-Q)

STATE OF UTAH
Cody R. Schmitt
7184969-5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

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HURRICANE UTAH

CSLA
Cody Schmitt
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CONSULTANTS:

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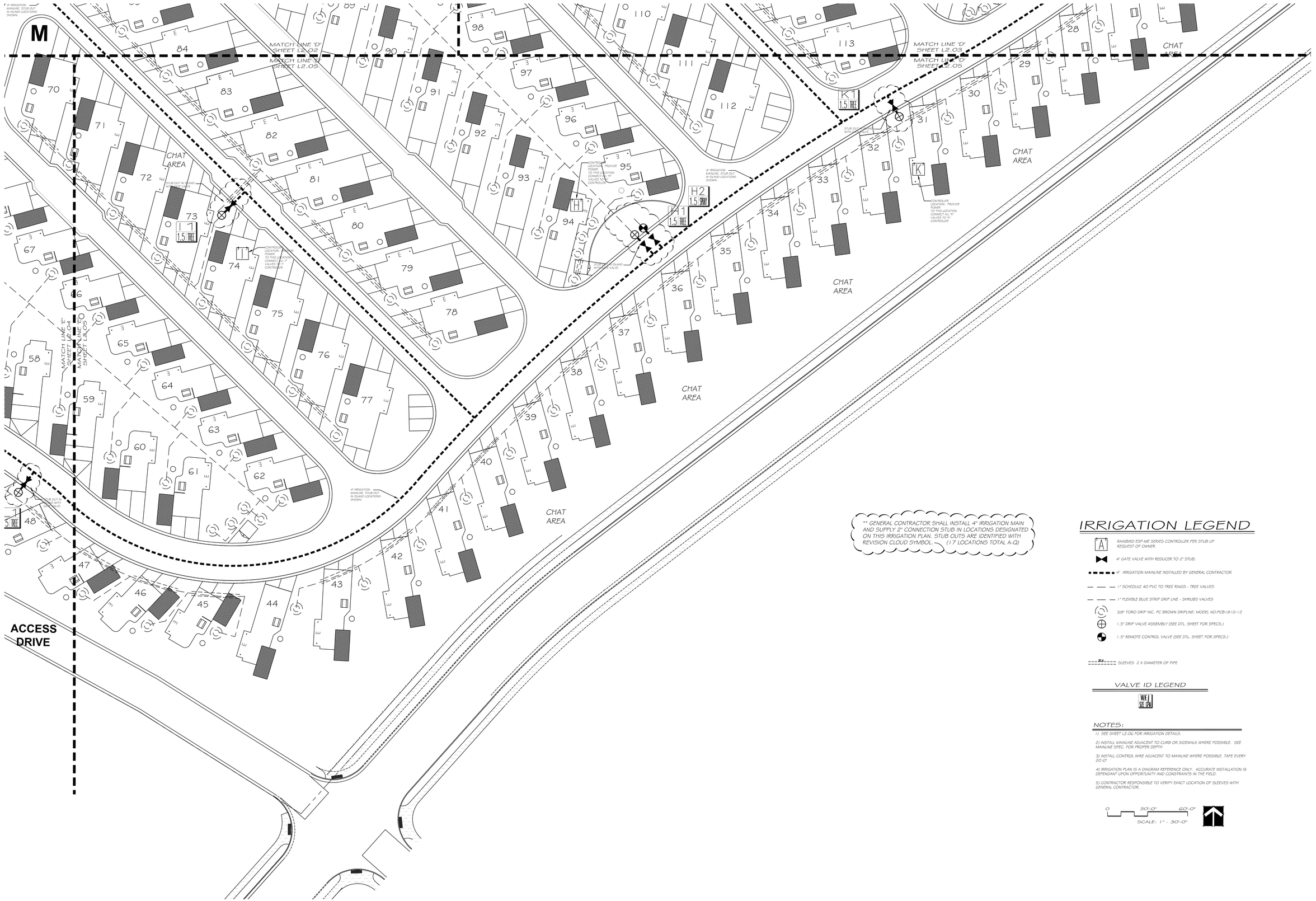
JELLYSTONE PARK GLAMPERS INN
SHEET CONTENTS:
IRRIGATION PLAN

DATE: 07/28/2022
JOB NO.: 07282022

SHEET: L2.04



** GENERAL CONTRACTOR SHALL INSTALL 4" IRRIGATION MAIN AND SUPPLY 2" CONNECTION STUB IN LOCATIONS DESIGNATED ON THIS IRRIGATION PLAN. STUB OUTS ARE IDENTIFIED WITH REVISION CLOUD SYMBOL. (17 LOCATIONS TOTAL A-Q)

IRRIGATION LEGEND

- A — RAINBIRD ESP-ME SERIES CONTROLLER PER STUB UP REQUEST OF OWNER.
- 4" GATE VALVE WITH REDUCER TO 2" STUB.
- 4" IRRIGATION MAINLINE INSTALLED BY GENERAL CONTRACTOR
- 1" SCHEDULE 40 PVC TO TREE RINGS - TREE VALVES
- 1" FLEXIBLE BLUE STRIP DRIP LINE - SHRUBS VALVES
- 5/8" TORO DRIP INC. PC BROWN DRIPLINE: MODEL NO:PCB1810-12
- 1.5" DRIP VALVE ASSEMBLY (SEE DTL. SHEET FOR SPECS.)
- 1.5" REMOTE CONTROL VALVE (SEE DTL. SHEET FOR SPECS.)
- 2X — SLEEVES 2 X DIAMETER OF PIPE

VALVE ID LEGEND

WIRE ID SIZE QTY

NOTES:

1) SEE SHEET L2.06 FOR IRRIGATION DETAILS.

2) INSTALL MAINLINE ADJACENT TO CURB OR SIDEWALK WHERE POSSIBLE. SEE MAINLINE SPEC. FOR PROPER DEPTH

3) INSTALL CONTROL WIRE ADJACENT TO MAINLINE WHERE POSSIBLE. TAPE EVERY 20'-0"

4) IRRIGATION PLAN IS A DIAGRAM REFERENCE ONLY. ACCURATE INSTALLATION IS DEPENDANT UPON OPPORTUNITY AND CONSTRAINTS IN THE FIELD.

5) CONTRACTOR RESPONSIBLE TO VERIFY EXACT LOCATION OF SLEEVES WITH GENERAL CONTRACTOR.

0 — 30'-0" — 60'-0"

SCALE: 1" = 30'-0"

STATE OF UTAH
Cody R. Schmitt
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IRRIGATION PLAN

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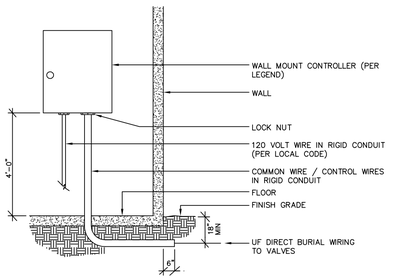
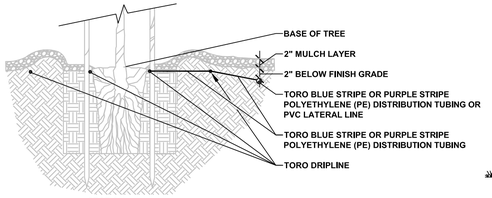
07282022

SHEET:
L2.05

NOTE: INSTALL CONTROLLER PER MFG. PRINTED INSTRUCTIONS AND PER LOCAL CODES. LOCATION TO BE APPROVED IN THE FIELD BY THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. PAINT CONDUIT TO MATCH ADJACENT SURFACE.



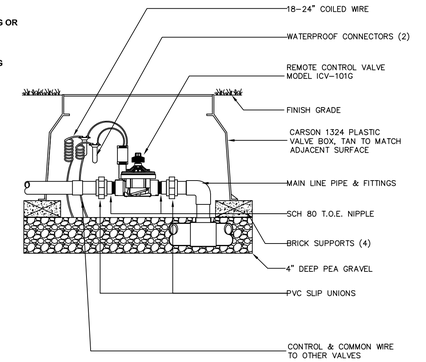
A CONTROLLER



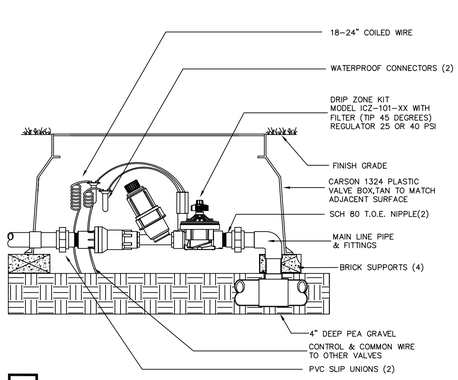
NOTES:
1. LAYOUT DRIPLINE SO EMITTERS ARE IN A TRIANGULAR PATTERN AS SHOWN.

B TREE EMITTER LAYOUT

NOT TO SCALE



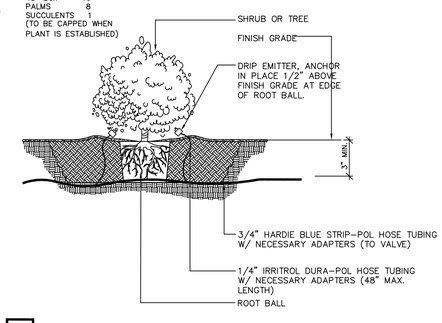
C VALVE ASSEMBLY



D DRIP VALVE ASSEMBLY

EMITTER QUANTITIES

PLANT SIZE	QTY
1 Gal.	1
5 Gal.	2
15 Gal.	3
24" Box	6
36" Box	10
48" Box	16
PALMS	8
SUCCULENTS (TO BE CAPPED WHEN PLANT IS ESTABLISHED)	1



E DRIP EMITTER

NOTES:

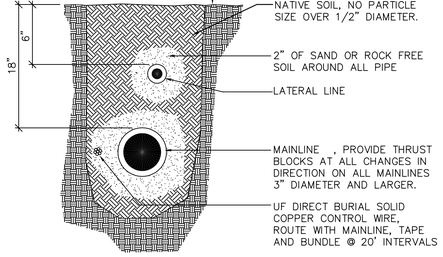
1) THIS IS A SUGGESTED EMITTER LAYOUT PLAN. ACTUAL LAYOUT MAY VARY DEPENDING ON SURROUNDING FEATURES. THE INTENT IS TO PROVIDE WATER FOR FUTURE ROOT GROWTH.
2) ADJACENT TREES AND SHRUBS MAY SHARE THE SAME EMITTER WHERE PATTERNS OVERLAP.
3) BEGIN PLACEMENT OF EMITTERS ADJACENT TO ROOT BALL OF PLANT AND WORK OUTWARD IN ALL DIRECTIONS UNTIL THE REQUIRED NUMBER OF EMITTERS PER PLANT IS OBTAINED.

EMITTER QUANTITIES

PLANT SIZE	QTY
1 Gal.	1
5 Gal.	2
15 Gal.	3

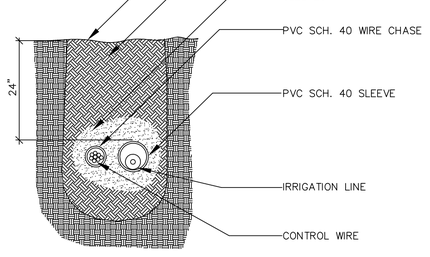
F SHRUB EMITTER LAYOUT DETAIL

NOTE: PIPE UNDER WALKS, DRIVEWAYS, STRUCTURES, ETC. ARE TO BE SLEEVED.

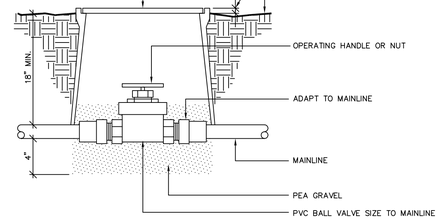


G TRENCH SECTION

NOTE: SLEEVE ALL PIPE AND WIRES UNDER WALKS, DRIVEWAYS, STRUCTURES, WALLS, ETC.

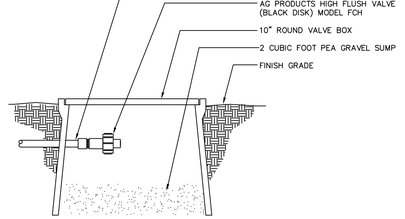


H SLEEVE SECTION

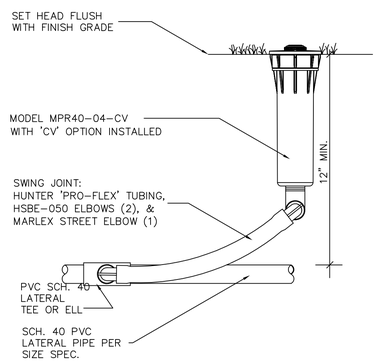


I PVC BALL VALVE

NOTE: INSTALL FLUSH VALVE NEAR THE ROOT BALL OF A TREE OR LARGE SHRUB.



J DRIP FLUSH VALVE



K TURF HEAD

Pipe Sizing - Sch. 40		
Pipe Size		Gallons Per Minute
3/4"	=	0 - 8 gpm
1"	=	9-13 gpm
1.1/4"	=	14 - 23 gpm
1.1/2"	=	24 - 32 gpm
2"	=	33 - 53 gpm
2.1/2"	=	54 - 74 gpm
3"	=	75 - 116 gpm

Pipe Sleeve Chart		
Sleeve Size	Numer of Wire	Lateral Size
1"	7	-
1.1/2"	12	-
2"	17	1/2" to 1.1/4"
2.1/2"	22	1.1/2"
4"	27	2"
4"	-	2.1/2"
6"	-	3"
8"	-	4"
12"	-	6"

Valve Sizing		
Valve Size		Gallons Per Minute
3/4"	=	0 - 20 gpm
1"	=	0 - 30 gpm
1.1/2"	=	31 - 75 gpm
2"	=	76 - 116 gpm

L PIPE SIZING DETAIL

XB–20PC (Red) Barb inlet; 2.0 GPH

SYMBOL	MANUFACTURER-MODEL NUMBER	PAT.	RD.	PSI	GPM F	GPM TQ	GPM TT	GPM H	GPM T	GPM Q	GPH	DTL.	REMARKS
NOT SHOWN	RAINBIRD MODEL #XB–20PC, BARD INLET DRIP EMITTER FOR TREES	––	––	30							2.0		SEE DETAIL FOR # OF
NOT SHOWN	RAINBIRD MODEL #XB–20PC, BARD INLET DRIP EMITTER FOR SHRUBS	––	––	30							2.0		EMITTERS PER PLANT
[A]	RAINBIRD ESP–ME SERIES CONTROLLER LOCKING PLASTIC CABINET WITH 120VAC TRANSFORMER WITH ADDITIONAL PCM–300												
	1" RP BACKFLOW VALVE ASSEMBLY WITH FREEZE PROTECTION PER CITY CODE												
	TURF VALVE : RAINBIRD 150–PEBR, 1.5" GLOBE VALVE FOR RECLAIMED WATER												
	SHRUB DRIP VALVE ASSEMBLY: RAINBIRD XCZ–PRB–100–COM WITH PESB–R VALVE AND FILTER 1" DRIP ZONE CONTROLL KIT.												
	TREE VALVE: RAINBIRD 150–PEBR, 1.5" GLOBE VALVE FOR RECLAIMED WATER												
	5/8" TORO DRIP INC. PC BROWN DRIPLINE: MODEL NO:PC81810–12												
	4" IRRIGATION MAINLINE												
	LATERAL LINE, 1.5" PVC SCH 40 UNLESS NOTED ON IRRIGATION PLAN. SEE DETAIL L												
	SHRUB DRIP LINE, HARDIE BLUE STIPE, 1" DIAMETER POLYETHYLENE PIPE , COVERAGE PER DETAIL												
	SLEEVES, PVC SCH. 40, 2 X PIPE SIZE, 18" MINIMUM COVER												
NOT SHOWN	CONTROL WIRE: UF DIRECT BURIAL, SOLID COPPER, 14 GA. COMMON, 14 GA. PILOT												
	4" GATE VALVE												

STATE OF UTAH
Cody R. Schmitt
7184969–5301
Exp. 5/31/24
LICENSED LANDSCAPE ARCHITECT

REVISIONS:

JELLYSTONE PARK GLAMPERS INN
HURRICANE UTAH

CSLA
Cody Schmitt
LANDSCAPE ARCHITECT

CONSULTANTS:

811 Know what's below. Call before you dig.

PROJECT:
JELLYSTONE PARK GLAMPERS INN

SHEET CONTENTS:
IRRIGATION DETAILS

DATE:
07/28/2022
JOB NO.:
07282022

SHEET:
L2.06

BOO-BOO POD

TO BE DETERMINED

TO BE OWNER OCCUPIED
LOCAL JURISDICTION TO BE TBD
ALL DESIGN CRITERIA TO MEET TBD

VICINITY MAP

SCALE: N.T.S.

CODE ANALYSIS / APPLICABLE CODES

NATIONAL	TO BE DETERMINED
INTERNATIONAL	TO BE DETERMINED
MECHANICAL	TO BE DETERMINED
FIRE	TO BE DETERMINED
FUEL GAS	TO BE DETERMINED
ENERGY	TO BE DETERMINED
PLUMBING	TO BE DETERMINED
ELECTRICAL	TO BE DETERMINED

DESIGN CRITERIA

WIND -	TO BE DETERMINED
SEISMIC - DESIGN CATEGORY	TO BE DETERMINED
FROST DEPTH	TO BE DETERMINED
ROOF - DEAD LOAD	TO BE DETERMINED
ROOF - SNOW LOAD	TO BE DETERMINED
FLOOR - DEAD LOAD	TO BE DETERMINED
FLOOR - LIVE LOAD	TO BE DETERMINED
GROUND SNOW LOAD	TO BE DETERMINED

BUILDING SIZE & SQ FT

BUILDING CATEGORY	V-B; SINGLE FAMILY
MAIN FLOOR FINISHED SQ FT	327 SQ FT
DECKS OR PATIOS SQ FT	70 SQ FT
STORAGE LOFT SQ FT	82 SQ FT
TOTAL BUILDING SQ FT	479 SQ FT
TOTAL FINISHED BUILDING SQ FT	327 SQ FT

DEFERRED SUBMITTALS

SHEET INDEX

ALL SHEETS COLOR CODED AND NUMBERED AS FOLLOWS:

SHEET	SHEET TITLE
ARCHITECTURAL PLANS	
A1	COVER SHEET
A-2	GENERAL NOTES
A-3	EXTERIOR PERSPECTIVES
A-4	SITE PLAN
A-5	FLOOR PLANS
A-6	ELEVATIONS: FRONT AND REAR
A-7	ELEVATIONS: LEFT AND RIGHT
A-8	CASEWORK
STRUCTURAL PLANS	
S-1	FOUNDATION PLAN
S-2	FLOOR FRAMING PLANS
S-3	SHEAR WALL, HEADER, AND ROOF PLAN
S-4	SECTIONS
ELECTRICAL PLANS	
E-1	ELECTRICAL PLAN
PLUMBING PLANS	
P-1	PLUMBING PLAN: WATER SUPPLY
P-2	PLUMBING PLAN: SEWER SUPPLY
MECHANICAL PLANS	
M-1	MECHANICAL PLAN

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REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	COVER SHEET	A-1

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EARTHWORK AND FOUNDATIONS

GEOTECHNICAL REPORT: PERFORM SOILS WORK COMPLYING WITH FOUNDATION DESIGN BASED ON RECOMMENDATIONS IN SOILS REPORT. SEE STRUCTURAL COVER SHEET (SCS) FOR SOILS REPORT NUMBER AND DATE.

ALLOWABLE FOUNDATION DESIGN VALUES PER GEOTECHNICAL REPORT: VALUES BELOW MAY BE INCREASED 33 PERCENT FOR TRANSIENT LOADING.

BEARING CAPACITY: SEE PROJECT DESIGN CRITERIA.

PASSIVE LATERAL BEARING PRESSURE: SEE PROJECT DESIGN CRITERIA.

COEFFICIENT OF FRICTION: SEE PROJECT DESIGN CRITERIA.

GRADING, EXCAVATIONS, BACKFILL AND COMPACTION OF BACKFILL: COMPLY WITH GEOTECHNICAL REPORT AND REQUIREMENTS OF GOVERNING CODE AUTHORITY AND PERFORMED ONLY UNDER CONTINUOUS SPECIAL INSPECTION OF GEOTECHNICAL ENGINEER.

PREPARATION OF SOIL UNDER BUILDING PAD: SEE GEOTECHNICAL REPORT FOR OVER-EXCAVATION OF EXISTING SOIL AND INSTALLATION OF PROPERLY COMPACTED BACKFILL.

WATER EXPOSURE AT BUILDING PERIMETER FOOTINGS: AT AREAS WHERE SIDEWALKS OR PAVING DO NOT IMMEDIATELY ADJOIN STRUCTURE, PROVIDE POSITIVE DRAINAGE AWAY FROM STRUCTURE AT BUILDING PERIMETER. LANDSCAPE IRRIGATION IS NOT PERMITTED WITHIN FIVE FEET OF BUILDING PERIMETER FOOTINGS EXCEPT WHEN ENCLOSED IN PROTECTED PLANTERS WITH DIRECT DRAINAGE AWAY FROM STRUCTURE OR WHICH COMPLIES WITH APPLICABLE CODE. DISCHARGE FROM DOWN SPOUTS, ROOF DRAINS AND SCUPPERS IS NOT PERMITTED ONTO UNPROTECTED SOILS WITHIN FIVE FEET OF BUILDING PERIMETER. REFER TO GEOTECHNICAL REPORT FOR COMPLETE REQUIREMENTS.

GENERAL BUILDING NOTES

BUILDING SHALL BE LOCATED WITHIN SETBACKS REQUIRED FROM KNOWN OR ASSUMED PROPERTY LINES AS PER LOCAL BUILDING AND ZONING DEPARTMENT REQUIREMENTS.

BUILDING TO BE INSTALLED ON FOUNDATION WALL AND FOOTING WITH CRAWLSPACE.

BUILDING IS NOT DESIGNED FOR OR APPROVED FOR “WILDLAND-URBAN INTERFACE FIRE AREA”.

BUILDING NOT TO BE INSTALLED WHERE SNOW, WIND OR SEISMIC CRITERIA EXCEEDS THOSE LISTED IN THE DESIGN CRITERIA OF THIS HOME.

BUILDING NOT TO BE INSTALLED IN A FLOOD PRONE ZONE.

ALL MANUFACTURES' SPECIFICATIONS SHALL BE MET WHEN THEIR MATERIALS ARE USED.

ON-SITE CONTRACTOR SHALL COMPARE ALL DIMENSIONS AND CONDITIONS OF DRAWINGS AT THE SITE.

ALL OMISSIONS OR CONFLICTS BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS OR SPECIFICATIONS SHALL BE BROUGHT TO THE ATTENTION OF CONTRACTOR AND DESIGNER BEFORE PROCEEDING.

IT SHALL BE THE RESPONSIBILITY OF THE ONSITE CONTRACTOR TO COORDINATE WITH ALL TRADES ON ANY ITEMS THAT ARE TO BE INTEGRATED INTO THE STRUCTURAL SYSTEM THAT ARE NOT INDICATED ON THE DRAWINGS.

ALL DETAILS, SECTIONS AND NOTES SHOWN ON THE DRAWINGS ARE INTENDED TO BE TYPICAL AND SHALL APPLY TO SIMILAR SITUATIONS ELSEWHERE UNLESS NOTED OR SHOWN OTHERWISE.

ONSITE CONTRACTOR MUST VERIFY ALL EXISTING CONDITIONS TO MATCH DETAILS ON THE DRAWINGS.

ONSITE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFETY AND PROTECTION AROUND THE JOB-SITE.

ALL NAILING AND FASTENING TO CONFORM TO TABLE R602.3(1) FASTENER SCHEDULE FOR STRUCTURAL MEMBERS OF THE 2012 IRC BUILDING CODE.

BATHROOM VENT FANS TO BE DUCTED TO THE EXTERIOR, 50 CFM MINIMUM.

FIELD CONSTRUCTION NOTES

FIELD VERIFICATION: FIELD VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION. PROMPTLY NOTIFY ARCHITECT (STRUCTURAL ENGINEER) IN CASE OF DISCREPANCIES.

DESIGN INTENT: CONTRACT DOCUMENTS INDICATE DESIGN INTENT FORE STRUCTURE IN ITS COMPLETED STATE. THEY DO NOT INDICATE METHOD OF CONSTRUCTION. PROMPTLY NOTIFY ARCHITECT (STRUCTURAL ENGINEER), PRIOR TO PROCEEDING WITH WORK, IF DESIGN INTENT REQUIRES FURTHER CLARIFICATION.

DEVIATIONS, MODIFICATIONS, AND SUBSTITUTIONS TO APPROVED STRUCTURAL DRAWINGS: MUST BE ACCEPTED IN WRITING BY ARCHITECT (STRUCTURAL ENGINEER) AND APPROVED BY GOVERNING CODE AUTHORITY. NO DEVIATION, MODIFICATION OR SUBSTITUTION WILL BE ACCEPTED VIA SHOP DRAWING REVIEW.

PROCEDURES OF CONSTRUCTION: CONTRACTOR IS RESPONSIBLE FOR PROCEDURES OF CONSTRUCTION COMPLYING WITH NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES. SITE VISITS (INCLUDING STRUCTURAL OBSERVATION) BY ARCHITECT (STRUCTURAL ENGINEER) DO NOT CONSTITUTE SUPERVISIONS OF METHODS OF CONSTRUCTION.

PROTECTION OF UTILITIES: LOCATE EXISTING UTILITIES, INCLUDING THOSE NOT SHOWN ON CONTRACT DOCUMENTS, AND PROTECT THEM FROM DAMAGE. CONTRACTOR BEARS EXPENSE OF REPAIR OR REPLACEMENT OF UTILITIES IN CONJUNCTION WITH EXECUTION OF WORK.

EXCAVATIONS: PROTECT STRUCTURE, ADJACENT STRUCTURES, ADJACENT PROPERTIES, STREETS, AND UTILITIES DURING EXCAVATION UTILIZING LAGGING, SHORING, UNDERPINNING AT SIDES AND RELATED PROCEDURES AS MAY BE REQUIRED. PROVIDE NECESSARY SUPPORTS FOR SOIL EXCAVATIONS. CONTRACTOR AND AFFECTED TRADES SHALL REFER TO GEOTECHNICAL REPORT FOR MORE INFORMATION.

PROTECTION OF STRUCTURE: PROVIDE NECESSARY MEASURES TO PROTECT STRUCTURE DURING EXECUTION OF WORK.

CONTRACTOR PROPOSED REVISIONS: WHERE A REVISION OF STRUCTURAL DESIGN OR CONNECTION IS PROPOSED BY CONTRACTOR TO ACCOMMODATE CONSTRUCTION TOLERANCES, CONSTRUCTION SEQUENCE AND/OR DIMENSION MODIFICATIONS, CONTRACTOR SHALL RETAIN A STRUCTURAL ENGINEER LICENSED IN APPLICABLE STATE TO PERFORM DESIGN. SUBMIT STAMPED AND SIGNED DESIGN DRAWINGS AND CALCULATIONS TO THE ARCHITECT (STRUCTURAL ENGINEER) FOR REVIEW AND THE GOVERNING CODE AUTHORITY FOR APPROVAL.

ERECTION PLANS: DETERMINE PHASES OF WORK REQUIRING ERECTION PLANS ACCORDING TO APPLICABLE SAFETY REGULATIONS. MAINTAIN CERTIFIED COPIES OF ERECTION PLANS AT SITE DURING CONSTRUCTION.

SHORING, BRACING, AND OTHER TEMPORARY SUPPORTS: DESIGN AND ERECT SHORING, BRACING, AND OTHER TEMPORARY SUPPORTS WHERE STRUCTURE HAS NOT ATTAINED DESIGN STRENGTH AND AS REQUIRED FOR SAFE ERECTION. ENSURE FLOOR, ROOF, AND WALL MEMBERS ARE SECURELY SHORED AND BRACED DURING CONSTRUCTION, PROVIDE SHORING AT ELEVATED BEAMS AND SLABS SUPPORTING CONCRETE OR MASONRY WALLS DURING AND AFTER WALL POUR UNTIL WALL ATTAINS DESIGN STRENGTH.

TEMPORARY LOADING: ENSURE CONSTRUCTION LOADS DO NOT EXCEED INDICATED DESIGN LIVE LOAD VALUES. NOTIFY AFFECTED SUB-CONTRACTOR TRADES OF THESE DESIGN LOAD LIMITS.

FABRICATION, SHIPMENT, AND ERECTION OF STRUCTURAL STEEL: ENSURE STRESSES OCCURRING DURING FABRICATION, SHIPMENT, AND ERECTION OF STRUCTURAL STEEL ARE TEMPORARY AND ARE LESS THAN DESIGN AND ALLOWABLE STRESS CAPACITIES OF INDIVIDUAL MEMBERS. DO NOT IMPAIR FULL DESIGN AND LOAD CARRYING CAPACITY OF MEMBERS DUE TO FABRICATION, SHIPMENT, OR ERECTION. CONTRACTOR IS RESPONSIBLE FOR CONTROLLING ERECTION SEQUENCE, ERECTION PROCEDURE, TEMPERATURE DIFFERENTIALS AND WELD SHRINKAGE TO MINIMIZE RESIDUE STRESSES. PROVIDE ADDITIONAL MATERIALS FOR THE ERECTION OF STRUCTURAL STEEL SUCH AS TEMPORARY BRACING AND GUY CABLES AS MAY BE NECESSARY AT NO ADDITIONAL COST. REMOVE THESE MATERIALS UNLESS APPROVED IN WRITING BY OWNER. DO NOT TIGHTEN BOLTS IN TYPICAL BEAM TO COLUMN CONNECTIONS FOR ERECTION PURPOSES.

SECURING REINFORCING STEEL, DOWELS, ANCHOR BOLTS AND EMBEDS: FIRMLY SUPPORT AND ACCURATELY PLACE COMPLYING WITH ACI STANDARDS PRIOR TO CASTING CONCRETE OR GROUT IN MASONRY WALLS. USE TIES AND SUPPORT BARS IN ADDITION TO REINFORCING STEEL SHOWN WHERE NECESSARY. NO WELDING OF REINFORCING STEEL, INCLUDING TACK WELDING, IS PERMITTED UNLESS OTHERWISE ACCEPTED IN WRITING BY ARCHITECT (STRUCTURAL ENGINEER). PROVIDE PLASTIC OR PLASTIC COATED CHAIRS AND SPACERS WHEN RESTING ON EXPOSED SURFACES.

COORDINATION RESPONSIBILITY: CONTRACTOR IS RESPONSIBLE FOR COORDINATION OF WORK INCLUDING THAT OF SUB-CONTRACTOR TRADES.

SUBMITTALS: SUBMIT TO ARCHITECT (STRUCTURAL ENGINEER) AS INDICATED ON STRUCTURAL DRAWINGS AND SPECIFICATIONS. GENERAL CONTRACTOR SHALL REVIEW SUBMITTAL FOR COMPLETENESS AND COMPLIANCE WITH CONTRACT DOCUMENTS PRIOR TO SUBMISSION.

BUILDING COMPONENTS THERMAL ENVELOPE R402: GENERAL PRESCRIPTIVE METHOD TO COMPLIANCE

VAPOR RETARDER: CLASS I =POLY CLASS II =KRAFT-FACED INSULATION CLASS III = PAINT	FOLLOW IRC SECTION R702.7 OR IBC SECTION 1405.3 CLASS OF VAPOR RETARDER IS BASED UPON SELECTED METHODS OF INSULATING THE EXTERIOR WALLS OF THE STRUCTURE.
WINDOWS AND DOORS U-FACTOR = 0.32	R402.1.5 TOTAL UA ALTERNATIVE MAY BE USED TO LOWER THE U-FACTOR.
CEILING INSULATION = R-51	R402.2.2 REDUCTION TO R30 PROVIDED WHEN ROOF/CEILING ASSEMBLIES DON'T HAVE SUFFICIENT SPACE.
WOOD FRAMED WALL INSULATION : 2X6 WALL = R-21 FIBER GLASS	R20 IN THE CAVITY OF THE WALL AND R5 CONTINUOUS INSULATION. WALLS WITH STRUCTURAL SHEATHING SEE SECTION R402.2.7 FOR REDUCTION.
WOOD FRAMED WALL INSULATION: 2X4 WALL = R13/10	R13 IN THE CAVITY OF THE WALL AND R10 CONTINUOUS INSULATION. WALLS WITH STRUCTURAL SHEATHING SEE SECTION R402.2.7 FOR REDUCTION.
MASS WALLS R-19/21	DEFINED & REVIEWED BASED UPON FORMULA FROM SECTION 402.2.5.
FLOOR INSULATION = R38	SEE SECTION 402.2.8 FOR DEFINITION AND EXCEPTION.
CONCRETE SLAB ON GRADE INSULATION = R10/4FT	SEE SECTION R402.2.10 INSULATION DEPTH SHALL BE DEPTH OF THE FOOTING.
FENESTRATION AIR LEAKAGE: WINDOWS, SLIDING DOORS, SKYLIGHTS	</= 0.3 CFM/SF EXCEPTION FOR SITE BUILT WINDOWS, SKYLIGHTS, AND DOORS.
FENESTRATION AIR LEAKAGE: SWINGING DOORS	</= 0.5 CFM/SF EXCEPTION FOR SITE BUILT DOORS.
AIR LEAKAGE: THE BUILDING THERMAL ENVELOP SHALL BE CONSTRUCTED TO LIMIT AIR LEAKAGE.	ALL PRODUCTS INSTALLED IN ACCORDANCE WITH MANUFACTURES INSTRUCTIONS AND BE LABELED IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2015 IECC.
PROGRAMMABLE THERMOSTATS REQUIRED FOR ALL HEATING AND COOLING EQUIPMENT INSTALLED IN A DWELLING UNIT.	SEE SECTION R403.1.1: THERMOSTAT TO HAVE DAILY SCHEDULES AND TEMPERATURE SETBACK FOR SCHEDULED TIMES OF THE DAY.
SEALING: MANDATORY FOR DUCTS, AIR HANDLERS AND FILTER BOXES.	SEE SECTION R403.3.2 FOR EXCEPTIONS.
MECHANICAL SYSTEM PIPING INSULATION: MANDATORY	SEE SECTION R403.4 MECHANICAL PIPING CARRYING FLUIDS ABOVE 105 F OR BELOW 55 F SHALL BE INSULATED WITH R3 MINIMUM.
CIRCULATING SYSTEMS / HEAT TRACE SYSTEMS/ DEMAND RECIRCULATION SYSTEMS:	SEE SECTION R403.5.1.1, R403.5.1.2, R403.5.2 FOR INFORMATION ON OPERATIONS AND CONTROLS FOR PUMPS AND SPECIFIC ELECTRIC HEAT TRACE SYSTEMS.
HOT WATER PIPE INSULATION REQUIRED TO BE R3	SEE SECTION R403.5.3 FOR LIST OF REQUIRED PIPING THAT REQUIRES R3.
MECHANICAL VENTILATION: THE BUILDING SHOULD BE PROVIDED WITH MECHANICAL VENTILATION OR APPROVED METHOD PER REQUIREMENTS.	SEE SECTION R403.6 AND R403.6.1 FOR DEFINITIONS AND REFER THE 2015 IRC SECTIONS M1507 FOR SYSTEM DESIGN AND REQUIREMENTS.
SYSTEMS SERVING MULTIPLE DWELLING UNITS:	SEE SECTION R403.8 SHALL COMPLY WITH SECTIONS C403 AND C404 OF THE IECC – COMMERCIAL PROVISIONS IN LIEU OF SECTION R403
SNOW MELT SYSTEMS AND ICE SYSTEM CONTROLS:	SEE SECTION R403.9 AUTOMATIC CONTROLS SHUTTING SYSTEM WHEN PAVEMENT TEMPERATURE >50 F AND NO PRECIPITATIONS FALLING, AUTOMATIC OR MANUAL CONTROL TO SHUTOFF AS OUTDOOR TEMP > 40 F.
EQUIPMENT SIZING AND EFFICIENCY RATING	SEE SECTION R403.7 AND REFER TO IRC M1401.3.
LIGHTING EQUIPMENT	SEE SECTION R404.1: 75% OF PERMANENTLY INSTALLED LIGHTING FIXTURES SHALL BE HIGH-EFFICACY LAMPS OR NOT LESS THAN 75% OF PERMANENTLY INSTALLED FIXTURES SHALL CONTAIN ONLY HIGH-EFFICACY LAMPS. EXCEPTION TO LOW VOLTAGE LIGHTING.
FUEL GAS LIGHTING SYSTEMS:	SEE SECTION R404.1.1: FUEL GAS LIGHTING SYSTEMS SHALL NOT HAVE CONTINUOUSLY BURNING PILOT LIGHTS.

GENERAL CONSTRUCTION NOTES

EGRESS WINDOWS MUST HAVE A MINIMUM NET CLEAR OPENING OF 5.7 SQUARE FEET. THE MINIMUM NET CLEAR OPENING WIDTH SHALL BE 20", THE MINIMUM CLEAR HEIGHT SHALL BE 24". THE SILL HEIGHT SHALL NOT EXCEED 44" ABOVE THE FLOOR. ALL MUST BE OPERABLE FROM THE INSIDE WITHOUT THE USE OF SEPARATE TOOLS.

PROPER WORKING CLEARANCES MUST BE PROVIDED AND MAINTAINED ABOUT ALL ELECTRICAL EQUIPMENT.

ALL BATHS TO BE PROVIDED WITH MINIMUM 50 CFM EXHAUST FANS VENTED DIRECTLY TO THE OUTSIDE.

ALL VENTING TO BE VENTED TO THE EXTERIOR OF THE HOME.

ALL LOCKS TO BE UNLOCKABLE FROM THE INTERIOR WITHOUT THE USE OF A KEY.

SERVICE DISCONNECTS TO BE LOCATED AT THE POINT OF SERVICE ENTRANCE.

ALL LIVABLE ROOMS MUST BE PROVIDED WITH NATURAL LIGHT EQUAL TO 8 PERCENT OF GROSS FLOOR AREA. THOSE ROOMS SHALL ALSO BE PROVIDED NATURAL VENTILATION EQUAL TO 4 PERCENT OF GROSS FLOOR AREA. BATHROOMS MAY BE PROVIDED WITH MECHANICAL VENTILATION, WHICH HAS A RATE OF 50 CFM FOR INTERMITTENT VENTILATION OR 20 CFM FOR CONTINUOUS VENTILATION. VENTILATION AIR IS TO BE EXHAUSTED DIRECTLY TO THE OUTSIDE.

DESIGN AND CONSTRUCTION OF THE FOUNDATION, PORCHES, DECKS, GARAGES OR OTHER AUXILIARY STRUCTURE SHALL BE THE RESPONSIBILITY OF OTHERS AND SUBJECT TO APPROVAL BY THE APPLICABLE BUILDING INSPECTOR.

ALL WINDOWS SHALL BE CERTIFIED FOR WIND PRESSURES OF 42.0 PSF AT END ZONES £ 34.0 PSF AT INTERIOR ZONES CORRESPONDING TO 120 MPH (3 SEC. GUSTS).

ALL DOORS, INCLUDING PATIO AND SLIDING GLASS DOORS, SHALL BE CERTIFIED FOR WIND PRESSURES OF -42.0 PSF (+31.5 PSF) FOR END ZONES AND -34.0 PSF (+31.5 PSF) FOR INTERIOR ZONES CORRESPONDING TO 120 MPH WIND (3 SEC. GUSTS).

WIND DESIGN BASED ON A 15-FOOT MEAN ROOF HEIGHT.

ENERGY CODE / INSULATION NOTES

1. PROVIDE AN ACCURATE LATEST VERSION OF RES CHECK FOR THIS HOME. ALTERNATIVE PROGRAMS MUST BE APPROVED BY THE BUILDING OFFICIAL.

3. MANUAL D & J CALCULATIONS & DESIGN MAY STILL BE REQUIRED.

4. PROVIDE AND INDICATE ON PLAN ALL LOCATIONS AND TYPE OF INSULATION TO BE INSTALLED.

5. INDICATE THAT NEW WOOD BURNING FIRE PLACES HAVE TIGHT FITTING FLUE DAMPERS OR DOORS AND OUTSIDE COMBUSTION AIR.

6. RECESSED LIGHTS INSTALLED IN CEILINGS (BUILDING THERMAL ENVELOPE) SHALL BE SEALED TO LIMIT AIR LEAKAGE BETWEEN THE CONDITIONED AND UNCONDITIONED SPACES. ALL SUCH RECESSED LIGHTS MUST BE IC- RATED AND LABELED FOR CONFORMANCE TO AIR LEAK AGEAND SHALL BE SEALED OR CAULKED BETWEEN THE HOUSING AND THE CEILING.

7. PROVIDE THE MAKE, MODEL, BTU'S AND EFFICIENCY OF THE FURNACE(S) OR BOILER TO BE INSTALLED AND INDICATE THE SEER OF THE A/C CONDENSER(S) TO BE INSTALLED.

8. PROVIDE R-3 INSULATION OF ALL MECHANICAL SYSTEM PIPING WITH FLUID OVER 105 DEGREE'S AND BELOW 55 DEGREE'S.

9. ALL MECHANICAL VENTILATION OUTDOOR AIR DUCT INTAKES OR EXHAUST DUCT OUTLETS (BATHROOM EXHAUST FANS) MUST BE PROVIDED WITH AN AUTOMATIC OR GRAVITY CLOSER INSTALLED AT THE BUILDING'S THERMAL ENVELOPE.

10. INSTALLED INSULATION AND U VALUES MUST MATCH WHAT IS SHOWN ON PLANS AND RES CHECK.

11. ATTIC ACCESS PANELS MUST BE INSULATED AND WEATHER STRIPPED.

12. PLEASE INDICATE IF ANY DUCTS ARE TO BE LOCATED IN ATTIC SPACE AND OR CRAWL SPACE AND IF YES SUCH DUCT WORK MUST BE PRESSURE TESTED IN ACCORDANCE WITH 2012 IECC.

13. REVIEW WITH BUILDING OFFICIAL AND DETERMINE IF A BLOWER DOOR TESTING IS REQUIRED FOR THE AIR LEAKAGE R 402.4 .1.2 AND IF A 3RD PARTY ENERGY CODE COMPLIANCE INSPECTIONS OF THERMAL ENVELOPE COMPONENTS ARE REQUIRED. R 402.4.1.1

14. ROOMS CONTAINING FUEL BURNING APPLIANCE WITH OPEN OUTSIDE COMBUSTION AIR SHALL BE SEALED AND INSULATED (WALLS, FLOORS AND CEILINGS) WITH INSULATION MEETING BASEMENT WALL R VALUE REQUIREMENT IF INSULATION IS EXPOSED IT MUST BE COVERED WITH SHEETROCK OR OTHER APPROVED MATERIAL.

15. A PERMANENT CERTIFICATE SHALL BE POSTED ON OR IN THE ELECTRICAL DISTRIBUTION PANEL LISTING THE PREDOMINANT R-VALUES OF INSULATION INSTALLED IN OR ON CEILING /ROOF, WALLS, FOUNDATION, (SLAB, BASEMENT WALL,CRAWLSPACE WALL AND /OR FLOOR) AND DUCTS OUTSIDE THE CONDITIONED SPACES; U- FACTORS OF WINDOWS, AND THE SOLAR HEAT GAIN COEFFICIENT OF WINDOWS. THE TYPE AND EFFICIENCY OF HEATING, COOLING AND SERVICE WATER HEATING EQUIPMENT SHALL ALSO BE LISTED. ---IRC N1101.9

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REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	GENERAL NOTES	A-2

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FRONT RIGHT VIEW
SCALE: NTS

FRONT LEFT VIEW
SCALE: NTS

BACK RIGHT VEW
SCALE: NTS

BACK LEFT VIEW
SCALE: NTS

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REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	EXTERIOR PERSPECTIVE VIEWS	A-3

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SEE DEVELOPMENT PLAN FROM CIVIL ENGINEER.

SITE PLAN NOTES

1. SEWER WATER AND GAS LINES MUST BE BURIED UNDERGROUND.

2. FOLLOW CODE REQUIREMENTS FOR SLOPING AND BENDING OF PIPES.

3. PLACE AND CONTACT FILL AS PER CODE.

4. ALL OTHER CONNECTIONS TO INCLUDE PHONE AND CABLE MUST BE BURIED AS PER CODE AND HOA REQUIREMENTS IF APPLICABLE.

5. WATER LINE TO BE 1" PIPE SPECIFIED TO COMPLY WITH ISD REQUIREMENTS. PROVIDE BACK-FLOW PREVENTION DEVICE.

6. SEWER LINE TO BE 4" PIPE SPECIFICATION TO COMPLY WITH ISD REQUIREMENTS.

7. PROVIDE CLEAN OUTS AS PER CODE REQUIREMENTS.

SLOPING AND GRADING:

1. PROVIDE FINAL GRADE AFTER BACKFILL TO MAINTAIN ADEQUATE DRAINAGE AWAY FROM RESIDENCE.

2. EXCAVATION CONTRACTOR SHALL MINIMIZE IMPACT TO EXISTING VEGETATION.

3. EXCESS FILL SHALL BE REMOVED FROM JOB SITE AND DISPOSED OF AS PER LOCAL JURISDICTION.

4. THE GRADE SHALL FALL A MINIMUM OF 6" WITHIN THE FIRST 10FT.

5. SURFACE WATER SHALL DRAIN AWAY THE HOUSE AT ALL POINTS. DIRECT THE DRAINAGE WATER TO THE STREET OR TO AN APPROVED DRAINAGE COURSE BUT NOT ONTO NEIGHBORING PROPERTIES. AS PER IRC R4013.

SITE PLAN

SCALE: 1/16" = 1' 0"

NORTH

VICINITY MAP

SCALE:

REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	SITE PLAN	A-4

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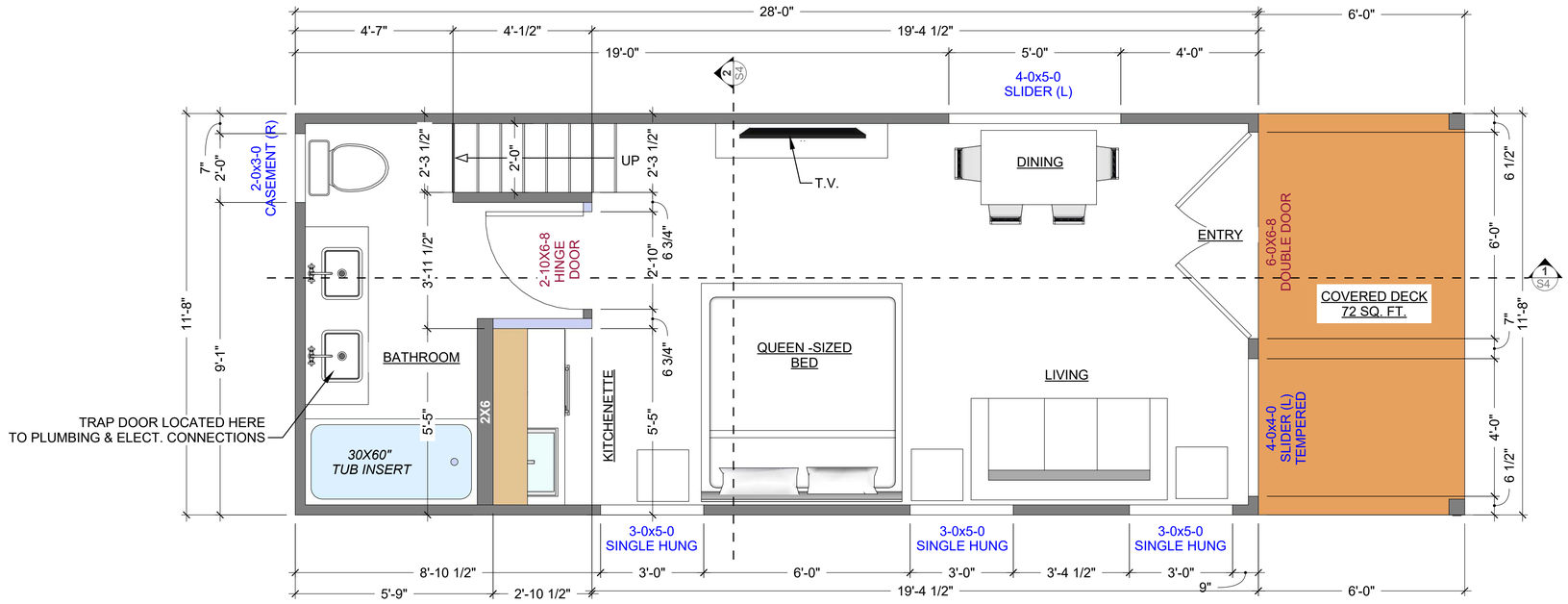
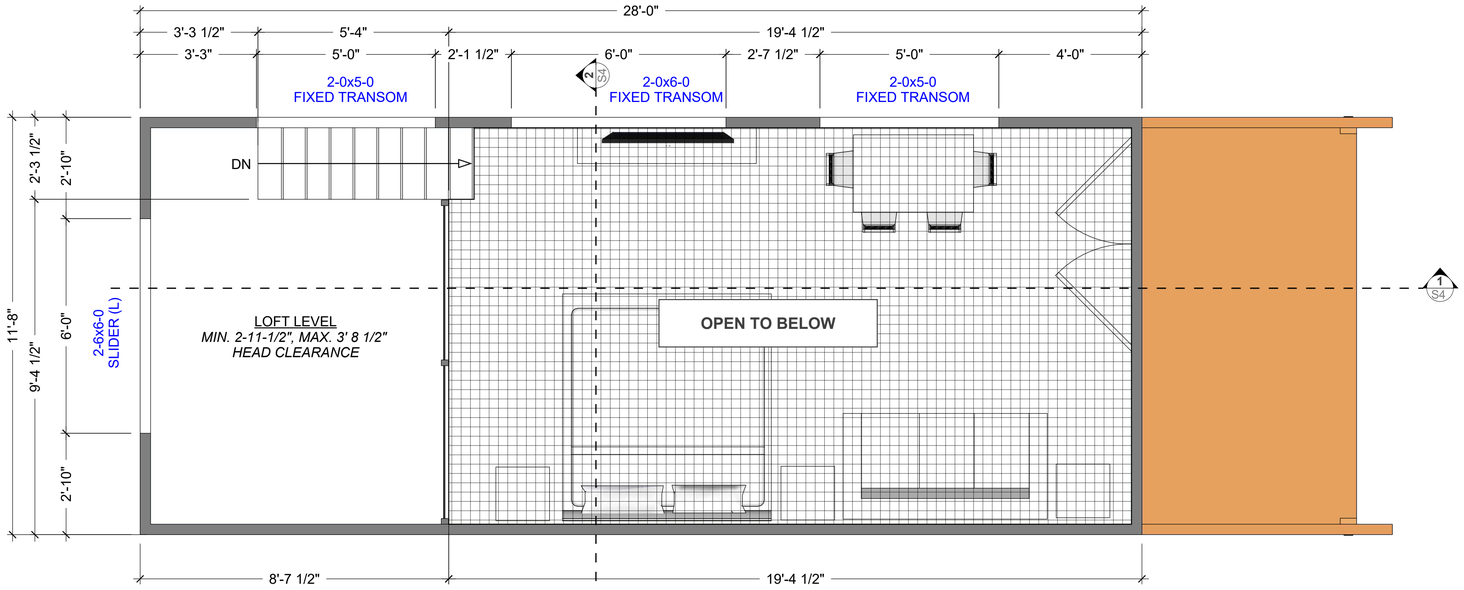


MAIN LEVEL FLOOR PLAN

SCALE: 1/2" = 1'-0"



LOFT LEVEL FLOOR PLAN

SCALE: 1/2" = 1'-0"

DIMENSION NOTES

ALL DIMENSIONS ARE FROM ROUGH FRAMING BEFORE EXTERIOR SHEATHING AND DRYWALL ARE APPLIED.

ALL DOOR OPENING DIMENSIONS ARE CALLED OUT AS ROUGH OPENING SIZES. EXAMPLE: A 3' WIDE DOOR NEEDS A ROUGH OPENING THAT IS 38" WIDE.

WINDOW NOTES:

THE STANDARD FOR CALLING OUT WINDOW SIZES IS IN FEET / INCHES WITH THE WIDTH ALWAYS CALLED OUT FIRST AND THE HEIGHT CALLED OUT SECOND.

EXAMPLE: 60-40 WINDOWS = 6'-0" WIDE X 4'-0" TALL.

ALL DOOR AND WINDOW OPENING DIMENSIONS ARE ROUGH OPENING SIZES. VERIFY WITH YOUR WINDOW SUPPLIER THAT ALL WINDOWS COME 1/2" SMALLER THAN CALLED OUT.

EXAMPLE: A 50-50 WINDOW OPENING SHOULD BE FRAMED EXACTLY 60" WIDE AND 60" TALL. THE WINDOW SHOULD BE 59-1/2" WIDE X 59-1/2" TALL. VERIFY THIS WITH THE WINDOW SUPPLIER!

WINDOW INFORMATION

ALL WINDOWS TO BE:

MANUFACTURE:

WINDOW STYLE:

U-VALUES:

FIXED: **0.26**

SLIDERS: **0.26**

AWNING & CASEMENTS: **0.26**

IMAGE BELOW:

zipkithomes.com	REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
	FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	FLOOR PLANS	A-5

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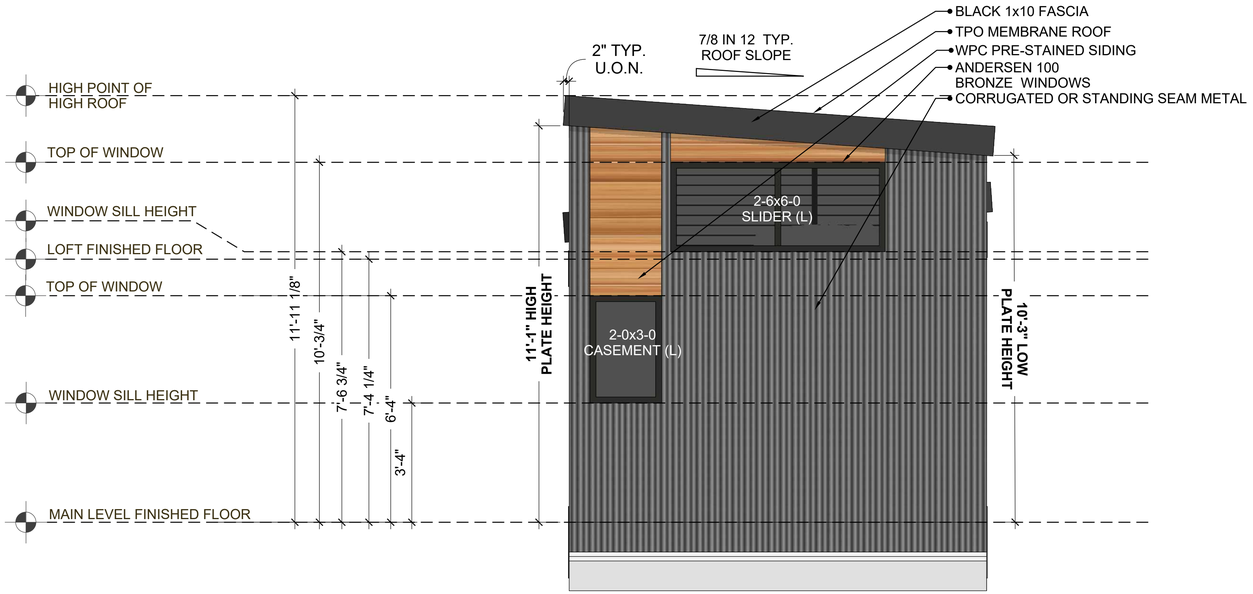
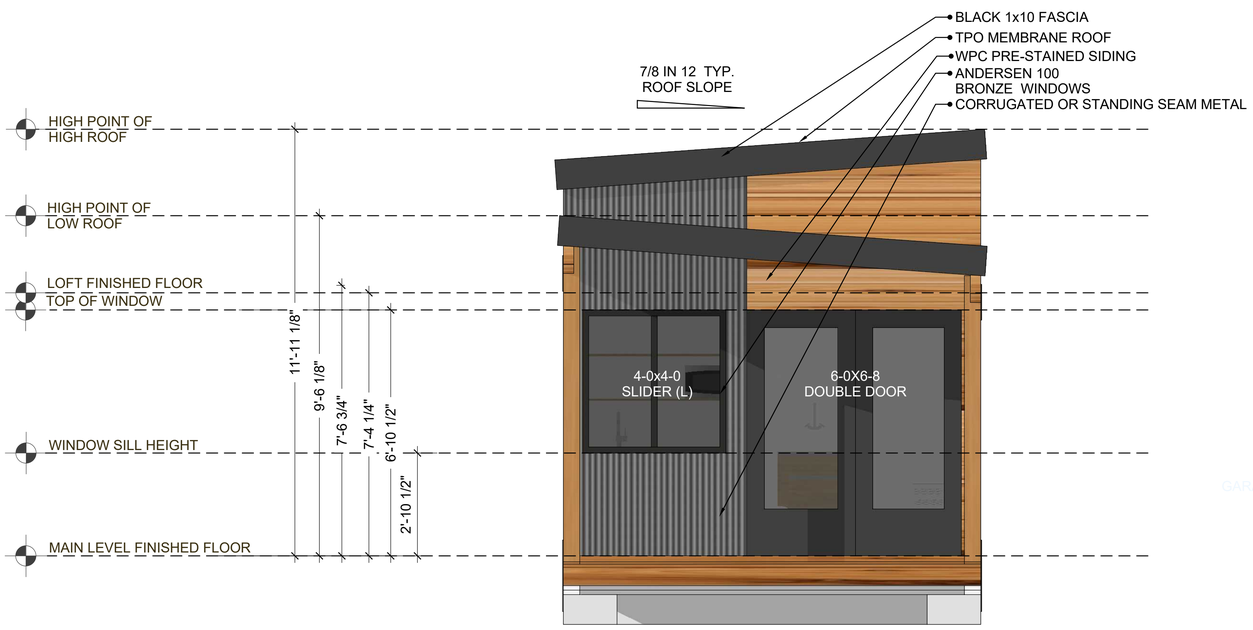


REAR ELEVATION

SCALE: 1/2” = 1’-0"

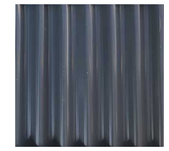


FRONT ELEVATION

SCALE: 1/2” = 1’-0"

BLACK METAL SOFFIT &
TPO RUBBER MEMBRANE ROOF

WPC SIDING, SIKKINS
BUTTERNUT STAIN.



24 GAUGE
CHARCOAL
CORRUGATED
METAL.

ANDERSON 100 SERIES
BRONZE FIBERGLASS
WINDOWS.

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	FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	ELEVATIONS: FRONT AND REAR	A-6

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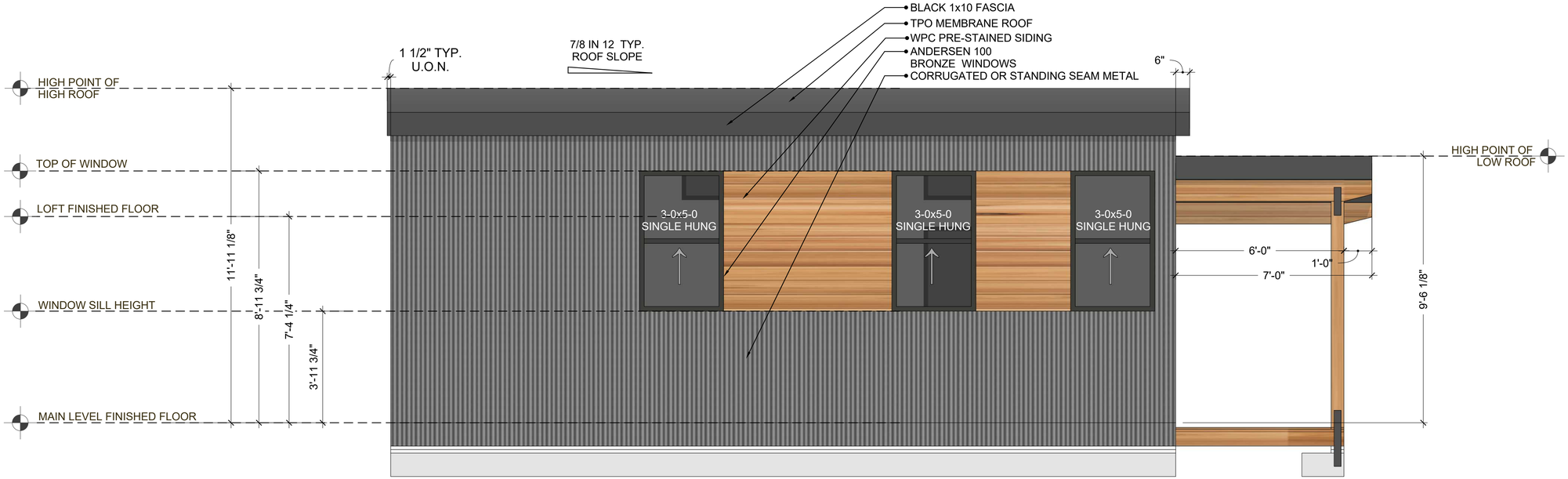
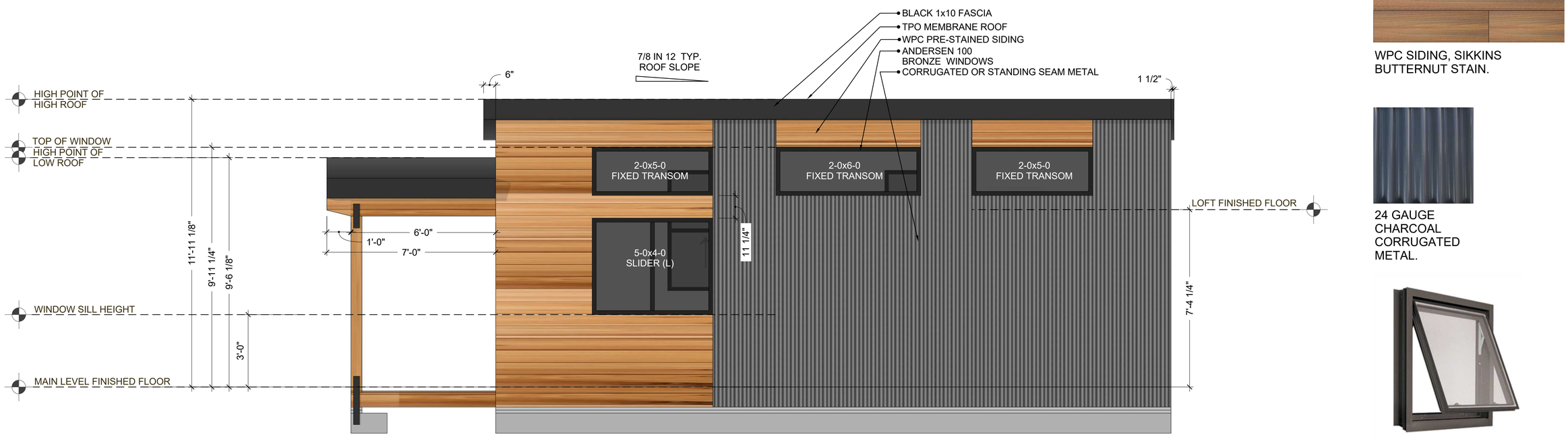


LEFT ELEVATION

SCALE: 1/2" = 1'-0"



RIGHT ELEVATION

SCALE: 1/2" = 1'-0"

BLACK METAL SOFFIT &
TPO RUBBER MEMBRANE ROOF

WPC SIDING, SIKKINS
BUTTERNUT STAIN.

24 GAUGE
CHARCOAL
CORRUGATED
METAL.

ANDERSON 100 SERIES
BRONZE FIBERGLASS
WINDOWS.

zipkithomes.com	REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
	FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	ELEVATIONS: LEFT AND RIGHT	A-7

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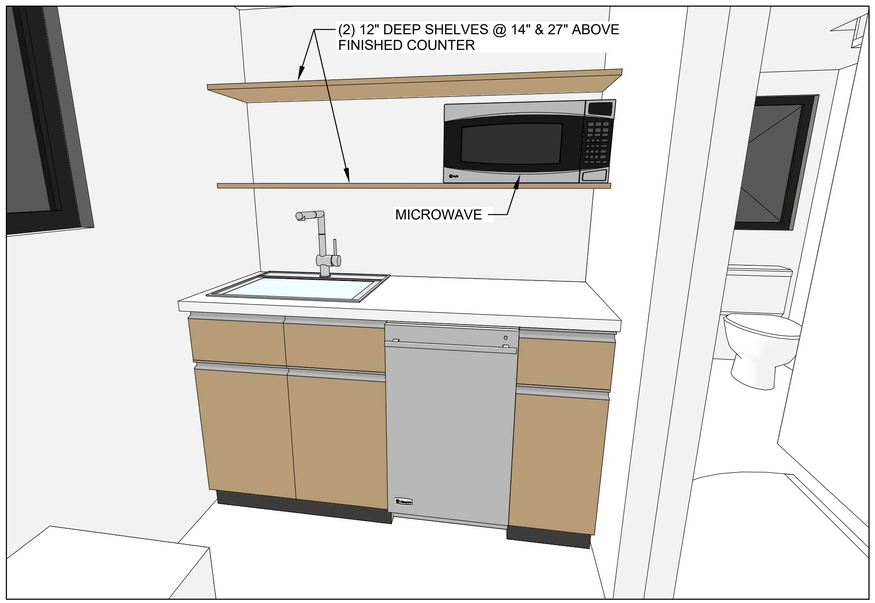
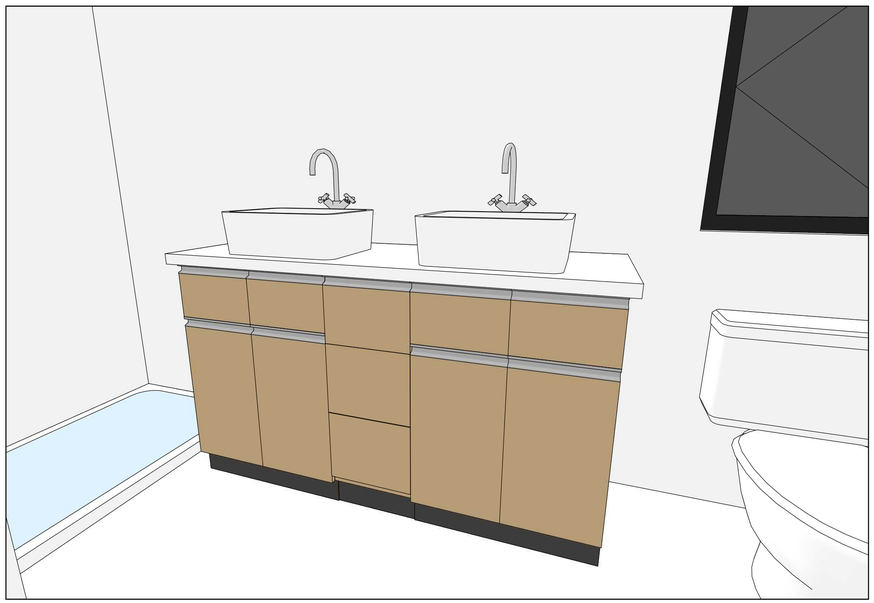
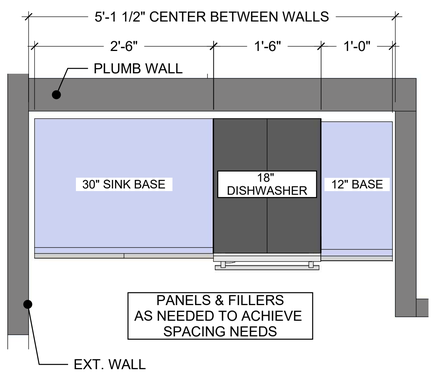


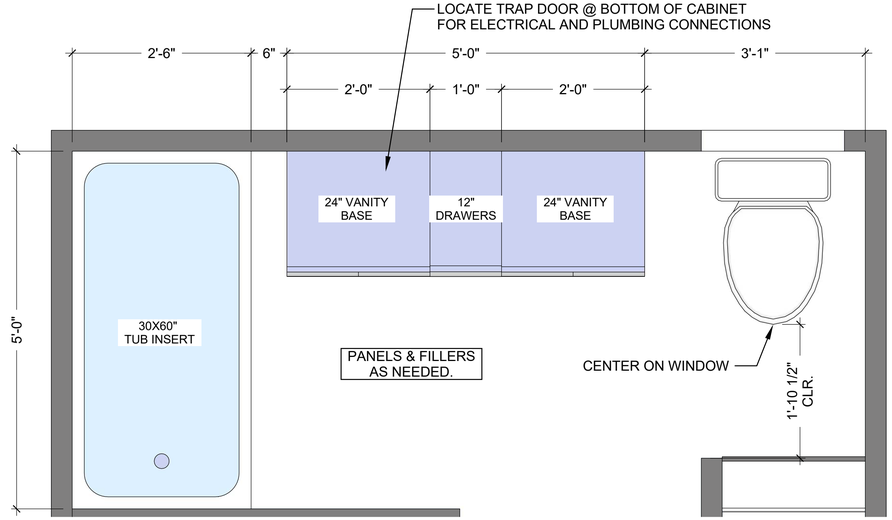
CABINET PERSPECTIVE
KITCHEN



CABINET PERSPECTIVE
BATHROOM



PLAN: KITCHENETTE CASEWORK
SCALE: 1" = 1' 0"



PLAN: BATHROOM CASEWORK
SCALE: 3/4" = 1' 0"

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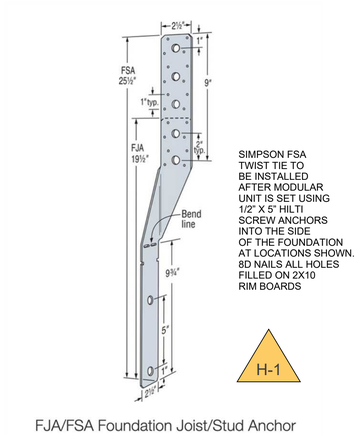
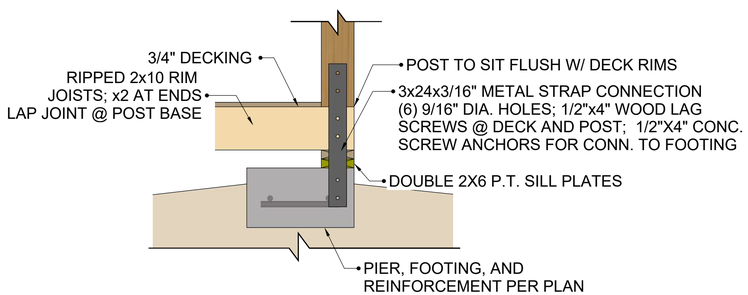


FJA/FSA Foundation Joist/Stud Anchor

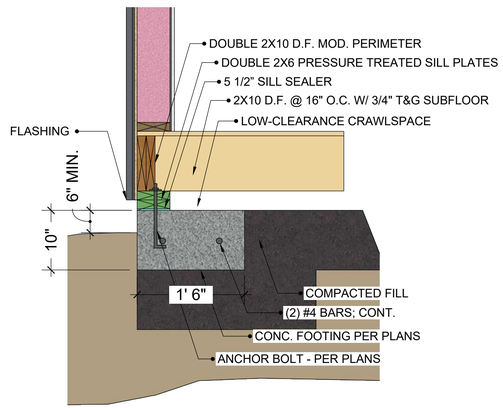
DETAIL: TWIST-TIE ANCHOR

SCALE: 1" = 1'-0"



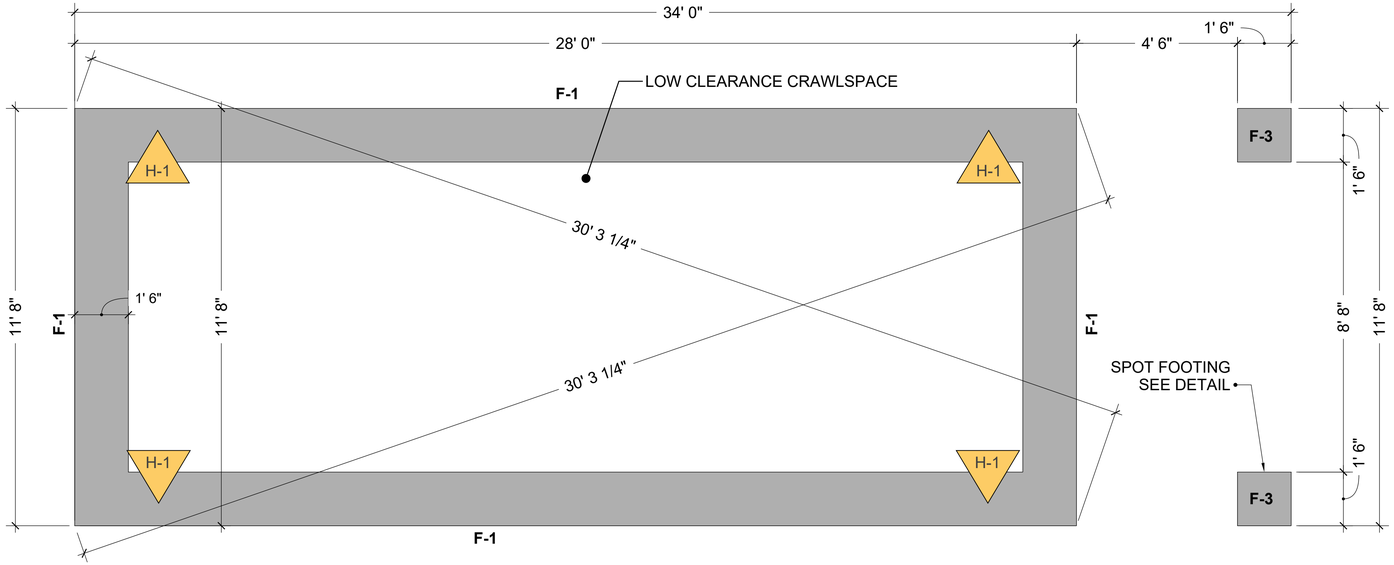
POST TO BEAM @ FOOTING DETAIL

SCALE: 1" = 1' 0"



EXTERIOR WALL SECTION DETAIL

SCALE: 1" = 1' 0"



FOOTING SCHEDULE

ID	WIDTH	LENGTH	THICK	LENGTHWISE		CROSSWISE			
				QTY	SIZE	QTY	SIZE	SPACING	NOTES
F-1	18"	CONT.	10"	2	#4	–	–	–	
F-2	24	CONT.	10"	3	#4	-	-	-	-
F-3	18"	18"	10"	2	#4	2	#4	-	-

NOTES:
1. 2" MINIMUM COVER REQUIRED OVER ALL REBAR

HOLD DOWN SCHEDULE

ID	TYPE	COMMENTS
H-1	SIMPSON FJA/FSA	TWIST-TIE

FOUNDATION NOTES

- CONCRETE MIX TO HAVE MIN. COMPRESSIVE STRENGTH OF 3,000 PSI
- CONCRETE FLOOR SLABS, EXCEPT THOSE IN UNHEATED ACCESSORY STRUCTURES, SHALL HAVE A VAPOR RETARDER CONSISTING OF A 6 MIL. (.006") POLYETHYLENE OR APPROVED VAPOR RETARDER W/ JOINTS LAPPED NOT LESS THAN 6" PLACED BETWEEN THE CONCRETE FLOOR SLAB AND THE BASE COURSE OR HE PREPARED SUB-GRADE WHERE NO BASE COURSE EXISTS.
- ALL CONSTRUCTION DEBRIS SHALL BE REMOVED PRIOR TO FINAL INSPECTION. CONSTRUCTION DEBRIS SHALL BE SECURED AT ALL STAGES OF CONSTRUCTION TO PREVENT TRAVELLING FROM THE JOB SITE.
- ALL CONSTRUCTION MUST CONFORM TO ALL ADOPTED CODES AND STATUTES OF THE JURISDICTION IN WHICH CONSTRUCTION TAKES PLACE.
- ANY EARTH FILL TO SUPPORT CONCRETE FLOORS, WALKS, DRIVEWAYS, ETC. MUST BE COMPACTED TO 90%
- TOP OF FOUNDATION SHALL BE 6" MIN. ABOVE FINISHED GRADE. FINISHED GRADE MUST SLOPE AWAY FROM THE BUILDING MIN. OF 6" FOR THE FIRST 10'-0" AND 2% AFTER. DRAINAGE FROM LOT SHALL FLOW INTO AN APPROVED DRAINAGE SYSTEM.
- 1/2" ANCHOR BOLTS EMBEDEDDED 7" INTO CONCRETE SHALL BE A MAX. OF 48" O.C. AND NO MORE THAN 12" FROM THE CORNERS W/ 3X3X3/16" PLATE WASHERS
- NO STUMPS, ROOTS, OR ORGANIC MATERIAL SHALL BE PRESENT IN SOIL AT THE AREA OF BUILDING
- INSTALL A UFER SECONDARY GROUNDING SYSTEM WHEN USING THE WATER SERVICES AS THE PRIMARY GROUND.

FOUNDATION PLAN

SCALE: 1/2" = 1'-0"

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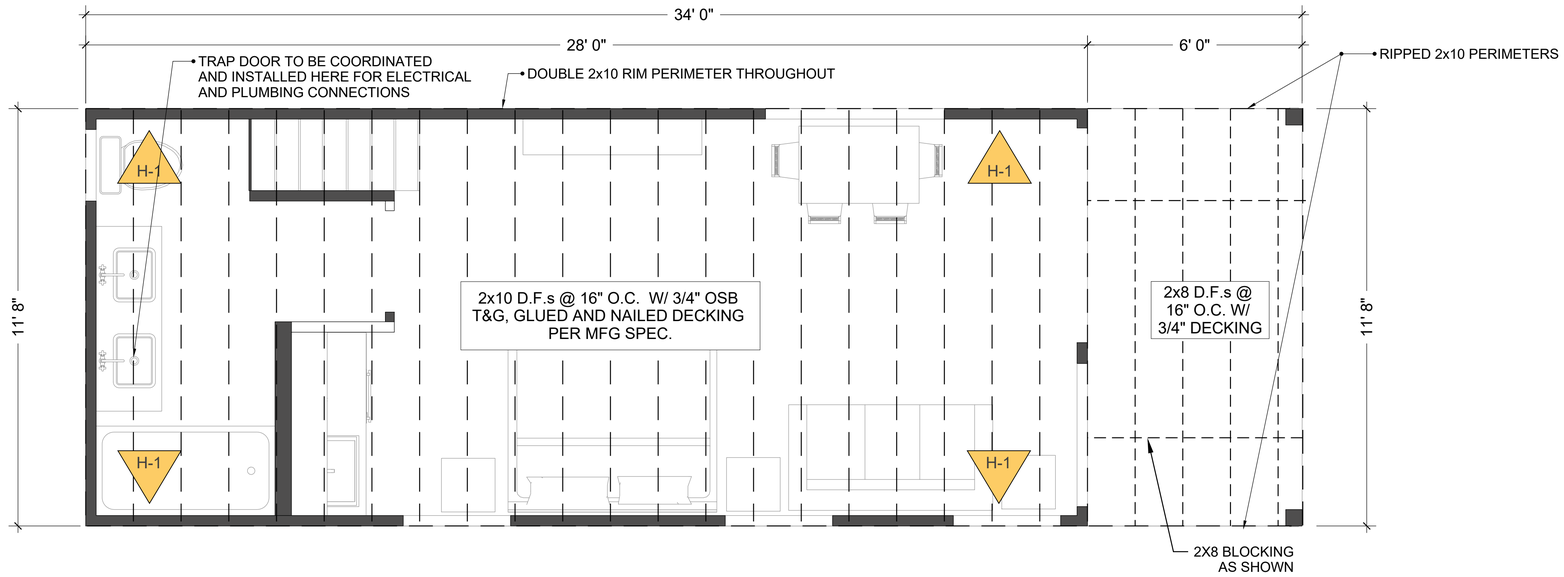
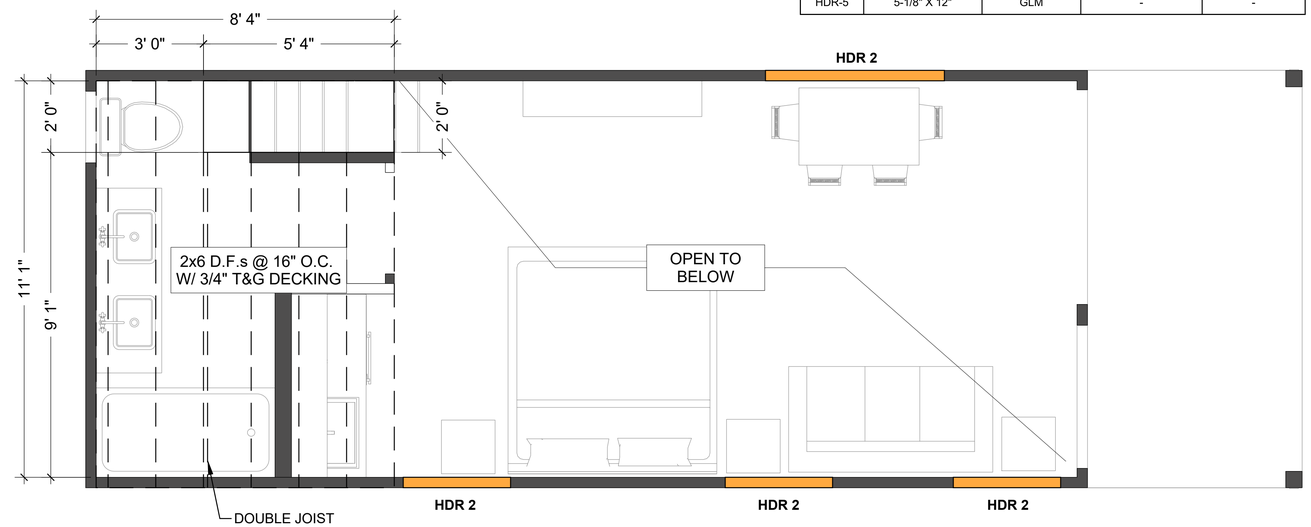


FLOOR FRAMING PLAN: MAIN LEVEL

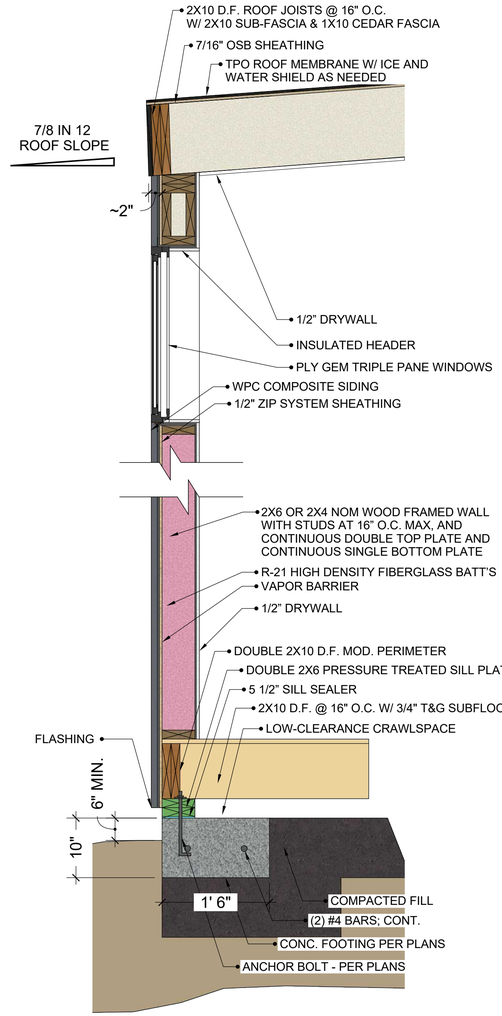
SCALE: 1/2” = 1’-0"

HEADER SCHEDULE				
MARK	SIZE	TYPE	TRIMMER	KING
HDR-1	(2) 2X10	DIM. LUMBER	(1) 2X6	(1) 2X6
HDR-2	(3) 2X10	DIM. LUMBER	(2) 2X6	(2) 2X6
HDR-3	(2) 1-3/4" X 11-7/8"	LVL	(2) 2X4	(2) 2X4
HDR-4	(3) 1-3/4" X 11-7/8"	LVL	(2) 2X6	(2) 2X6
HDR-5	5-1/8" X 12"	GLM	-	-



FLOOR FRAMING & HEADER PLAN - LOFT LEVEL

SCALE: 1/2” = 1’-0"



EXTERIOR WALL SECTION DETAIL

SCALE: 1” = 1’ 0"

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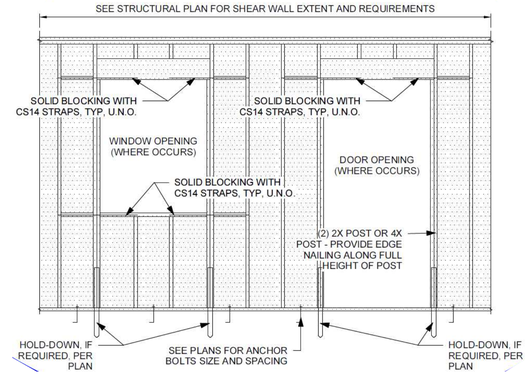
BLOCKED WALL SHEATHING SCHEDULE

	SHEATHING		NAILING EDGE		NAILING FIELD		STAPLES EDGE		STAPLES FIELD		STUDS EDGE	STUDS FIELD		MIN WIND SHEAR	MIN SEISMIC SHEAR	ANCHOR	ANCHOR SPACING	Notes
WALL	THICK	TYPE	SIZE	G	SIZE	G	SIZE	G	SIZE	G	SIZE	SIZE	G					
SW-1	7/16"	OSB	8d	6"	8d	12" o.C.	1.5"-16 GA	4"	1.5"-16 GA	12" o.c.	2x	2x	16" o.c.	730	520	1/2" X10"	32" O.C.	

NOTES:
1. OSB SHEATHING SHALL BE TYPE C-D, C-C STRUCTURAL GRADE
2. SHEATHING MAY BE INSTALLED ON EITHER SIDE OF WALL
3. STUDS SHALL BE DOUGLAS FIR-LARCH
4. NAILS ARE COMMON BOX NAILS
5. ALL HOLDDOWNS MUST BE ANCHORED AS PER MANUFACTURER SPECS
6. HOLDDOWNS MAY NOT BE FASTENED TO TRIMMERS OR CRIPPLES
7. APPROPIRATE ADHESIVES MAY BE USED TO ANCHOR FASTENERS TO CONCRETE
8. 3" SQ. PLATE WASHERS ARE TO BE USED BETWEEN THE BOTTOM PLATE AND ANCHOR NUT

HEADER SCHEDULE

MARK	SIZE	TYPE	TRIMMER	KING
HDR-1	(2) 2X10	DIM. LUMBER	(1) 2X6	(1) 2X6
HDR-2	(3) 2X10	DIM. LUMBER	(2) 2X6	(2) 2X6
HDR-3	(2) 1-3/4" X 11-7/8"	LVL	(2) 2X4	(2) 2X4
HDR-4	(3) 1-3/4" X 11-7/8"	LVL	(2) 2X6	(2) 2X6
HDR-5	5-1/8" X 12"	GLM	-	-



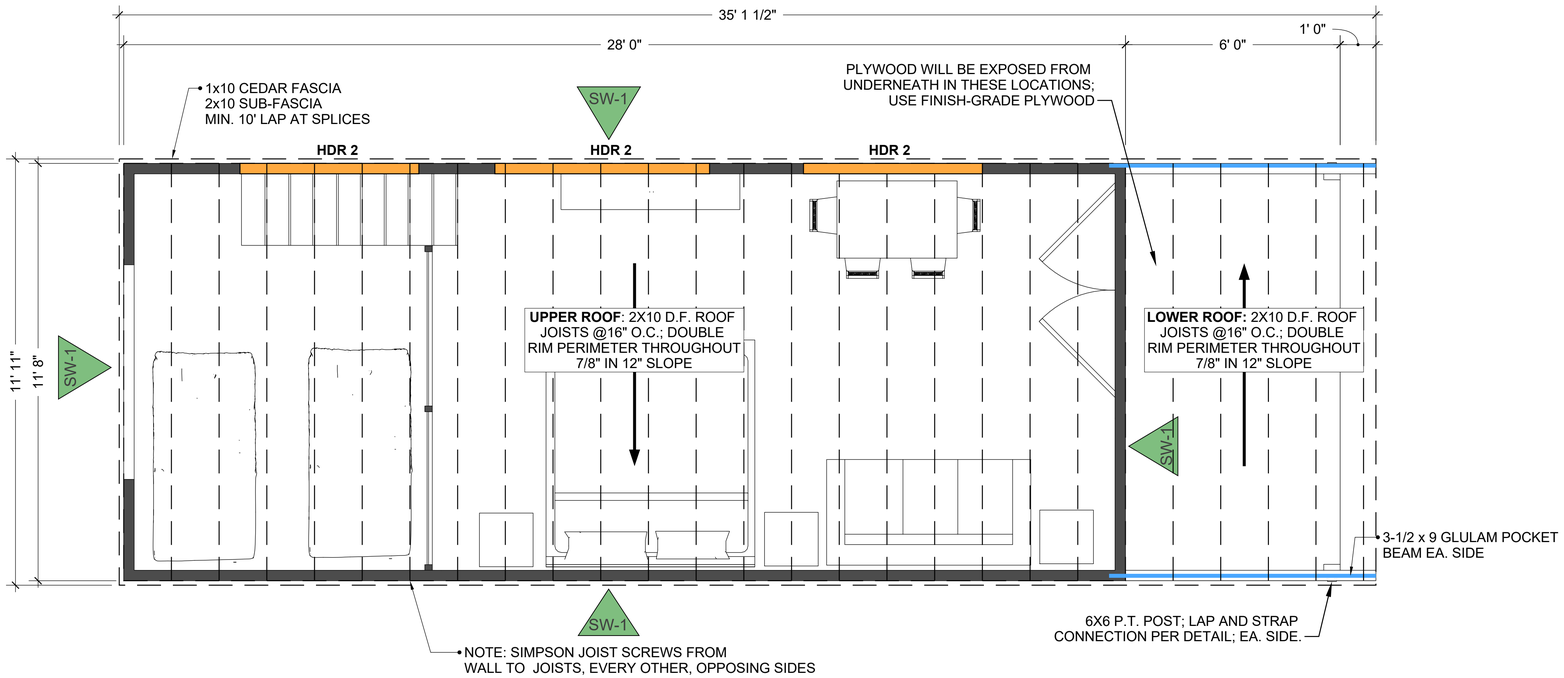
FORCE TRANSFER AROUND OPENINGS

SCALE: NTS

MINIMUM NAILING SCHEDULE

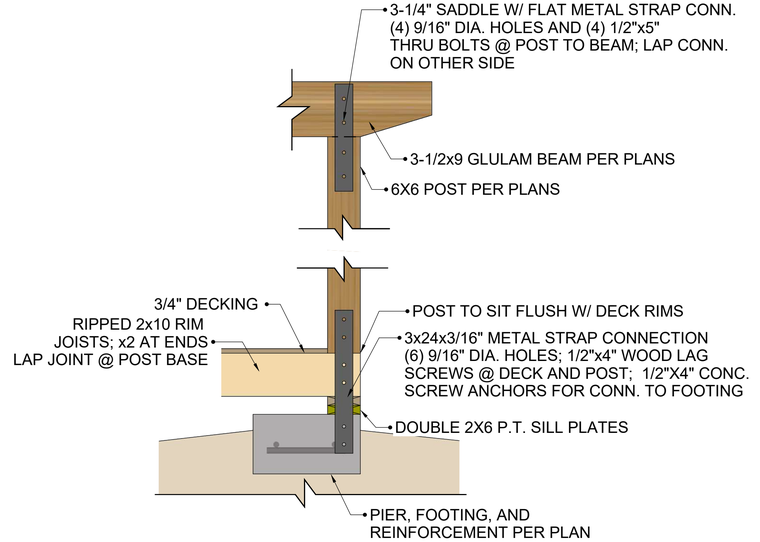
		Nailing			Location
No.	Connection	No.	SIZE	SPACING	
1	JOIST TO SILL OR GIRDER	3	8d	––	TOENAIL
2	BRIDGING TO JOIST	2	8d	––	TOENAIL EA END
3	BOTTOM PLATE TO JOIST OR BLOCKING	–	16d	16" o.c.	TYP. FACE NAIL
4	BOTTOM PLATE TO HOIST OR BLOCKING AT BRACED WALL PANEL	3	16d	16" o.c.	BRACED WALL PANELS
5	TOP PLATE TO STUD	2	16d	––	END NAIL
6	STUC TO BOTTOM PLATE	4	8d	––	TOENAIL
7	STUD TO BOTTOM PLATE (OPTION 2)	2	16d	––	END NAIL
8	DOUBLE STUDS	–	16d	16" o.c.	FACE NAIL
9	DOUBLE TOP PLATE	–	16d	16" o.c.	TYP. FACE NAIL
10	DOUBLE TOP PLATE LAP SPLICES	8	16d	––	TYP. FACE NAIL
11	BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATE	3	8d	––	TOENAIL
12	RIM JOIST TO TOP PLATE	–	8d	16" o.c.	TOENAIL
13	TOP PLATES, LAPS AND INTERSECTIONS	2	16d	––	FACE NAIL
14	CONTINUOUS HEADER, TWO PIECES	–	16d	16" o.c.	ALONG EDGE
15	CEILING JOISTS TO PLATE	3	8d	––	TOENAIL
16	CONTINUOUS HEADER TO STUD	4	16d	––	TOENAIL
17	CEILING JOISTS, LAPS OVER PARTITIONS	3	16d	––	FACE NAIL
18	CEILING JOISTS TO PARALLEL RAFTERS	3	16d	––	FACE NAIL
19	RAFTER TO PLATE	3	8d	––	TOENAIL
20	BUILT-UP CORNER STUDS	–	16d	24" o.c.	FACE NAIL
21	BUILT-UP GIRDER AND BEAMS	–	20d	32" o.c.	FACE NAIL @ TOP & BOTTOM STAGGERED ON OPP SIDES
22	BUILT-UP GIRDER AND BEAMS (OPTION 2)	–	20d	––	FACE NAIL AT ENDS AND AT EACH SPLICE
23	COLLAR TIE TO RAFTER	3	10d	––	FACE NAIL
24	JACK RAFTER TO HIP	3	10d	––	TOENAIL
25	JACK RAFTER TO HIP (OPTION 2)	2	16d	––	FACE NAIL
26	ROOF RAFTER TO 2x RIDGE BEAM	2	16d	––	TOENAIL OR FACE NAIL
27	JOIST TO RIM JOIST	3	16d	––	FACE NAIL
28	LEDGER STRIP	3	16d	––	FACE NAIL

Notes:
1. ALL NAILS ARE COMMON BOX NAILS
2. ALL OTHER NAILING IN ACCORDANCE WITH AWC DESIGN FOR WOOD STRUCTURES



SHEAR WALL, HEADER, AND ROOF FRAMING PLAN

SCALE: 1/2" = 1'-0"



POST TO BEAM @ FOOTING DETAIL

SCALE: 1" = 1' (PRINTED ON 24" X 36" SHEETS)

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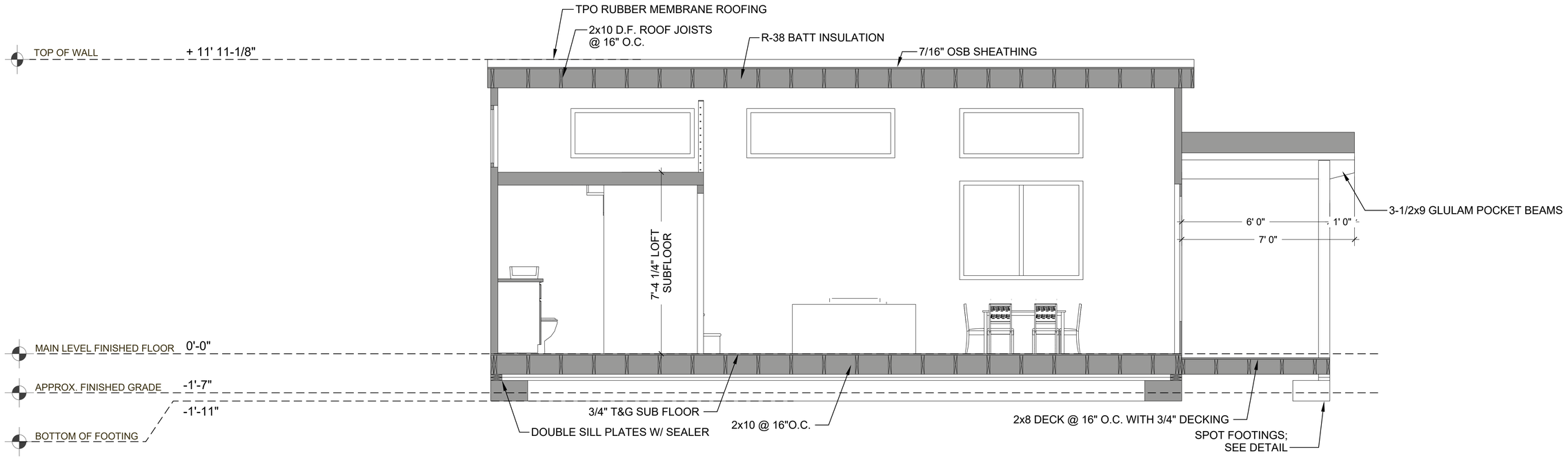
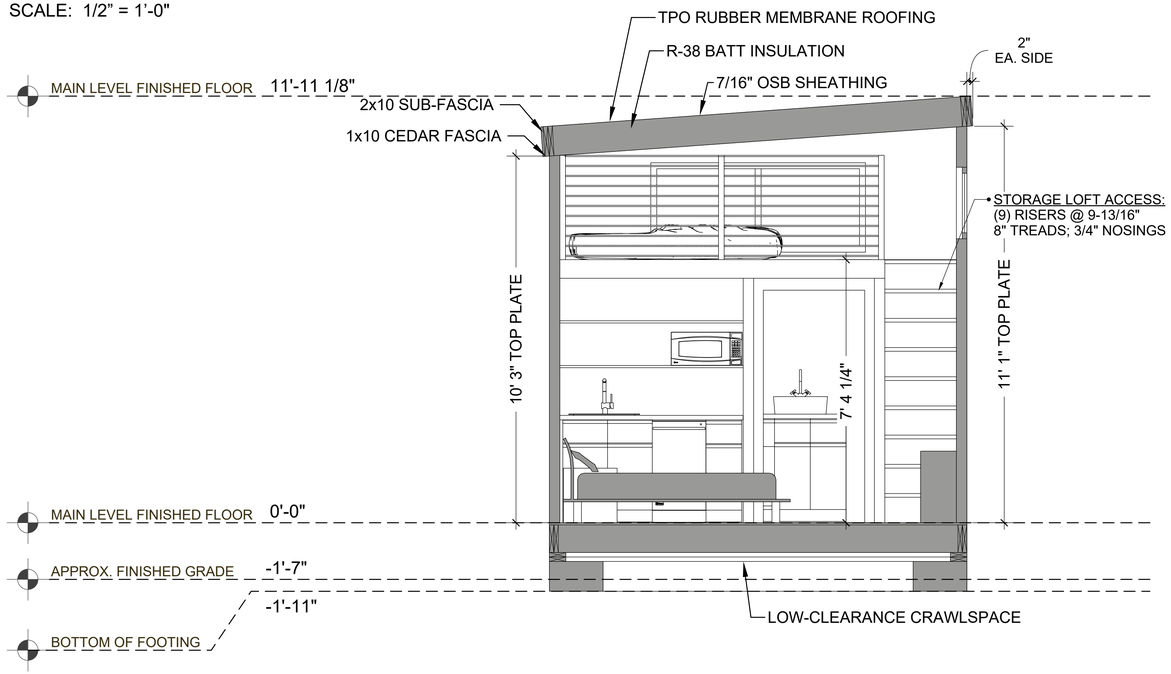


LONGITUDINAL SECTION

SCALE: 1/2" = 1'-0"



LATERAL SECTION

SCALE: 1/2" = 1'-0"

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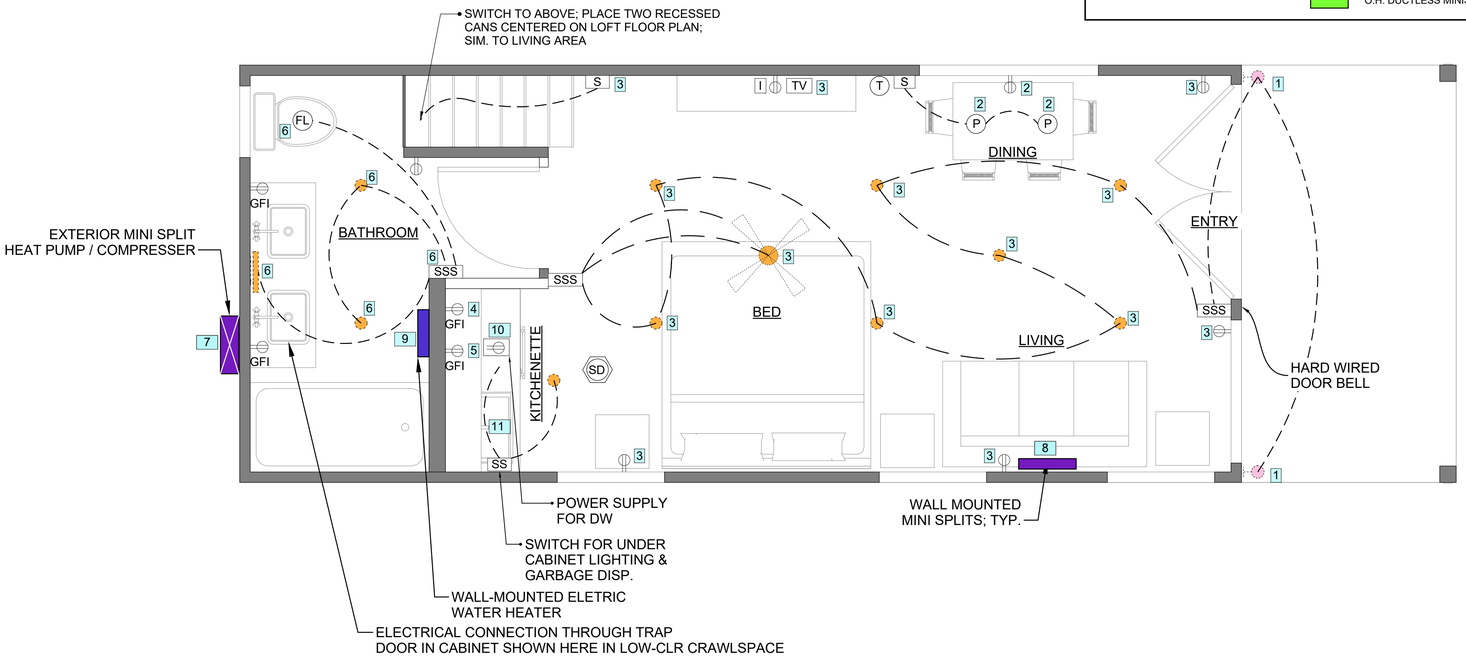
PANEL CIRCUIT SCHEDULE Square D 200 amp Homeline		
CIRCUIT	AMP	DESCRIPTION
1	20	EXTERIOR LIGHTING
2	15 ARCFAULT	DINING
3	15 ARCFAULT	BED AND LIVING
4	20	SMALL APPLIANCES
5	20	MICROWAVE
6	20	BATHROOM
7	20	EXTERIOR MINISPLIT UNIT
8	20	INTERIOR MINISPLIT UNIT
9	20	WATER HEATER
10	20	DISHWASHER
11	20	DISPOSAL

LOAD CALCULATIONS	
400 SQ. FT. @ 3 WATTS PER SQ. FT	1100 W
(3) 20 AMP SMALL APPL. KITCHEN	4500 W
DISHWASHER	2000 W
DISPOSAL	800 W
TOTAL	**8,410 W**
10 KW @ 100% (x3)	20000 W
HEAT	10000 W
TOTAL	**38,410 W**
38,410 W / 240 VOLTS = 160 AMP	160 AMP

ELECTRICAL LEGEND

- CEILING FAN
- CEILING FAN W/LIGHT
- CAN LIGHT
- CEILING FIXTURE (Flash Mounted)
- EXHAUST FAN W/LIGHT-HEATER WET LOCATION LISTED
- THERMOSTAT
- GFI — GROUND FAULT CIRCUIT INTERRUPTER
- P — PENDANT LIGHT
- SD — SMOKE/CARBON MONOXIDE DETECTOR(Ceiling Mounted)
- DUPLEX RECEPTABLE
- WALL FIXTURE
- VANITY LIGHT
- LED LIGHT
- BREAKER BOX
- O.H. DUCTLESS MINISPLITS - WALL MNTD.
- WP — WEATHERPROOF - WET LOCATION LISTED
- TV — TV CABLE
- S2 — SWITCH - 2 WAY
- S — SWITCH - SINGLE GANG
- SS — SWITCH - DOUBLE GANG
- SSS — SWITCH - TRIPLE GANG
- I — INTERNET
- ELEC. WIRING - FLEXIBLE



NOTES

ELECTRICAL NOTES

1) APPLICABLE CODES:
ALL ELECTRICAL EQUIPMENT, MATERIALS, DEVICES, AND INSTALLATIONS SHALL BE GOVERNED BY THE 2017 NATIONAL ELECTRIC CODE (NEC) AND LOCAL CODES AS ADOPTED.

CIRCUIT PROTECTION REQUIREMENTS:
ALL BEDROOMS TO BE ARC FAULT PROTECTED.
ALL SMALL APPLIANCE (KITCHEN) CIRCUITS TO BE 12-2 NM-B (20 AMP).
CONVENIENCE RECEPTACLES AND LIGHTING CIRCUITS TO BE 14-2 NM-B (15 AMP)
20 AMP LAUNDRY CIRCUIT 12-2 NM-B.
30A/240V DRYER CIRCUIT 10-3 NM-B.
50A/240V RANGE CIRCUIT 6-3 NM-B.
20A/240V HVAC CIRCUIT 12-2 NM-B (EACH UNIT) W. EXTERIOR DISCONNECTS.
ALL KITCHEN AND BATH CIRCUITS TO BE GFI PROTECTED.
ALL RECEPTACLES TO BE TAMPER PROOF.

3) SMOKE & CO2 DETECTORS:
ALL DETECTORS TO BE SUPPLIED POWER BY A 110V CIRCUIT AND HAVE A BATTERY BACKUP. ALL DETECTORS ARE TO BE INTERCONNECTED IN SUCH A MANNER THAT THE ACTIVATION OF ONE ALARM WILL ACTIVATE ALL OTHER ALARMS IN THE DWELLING.

4) ELECTRICAL EQUIPMENT:
200 AMP SQUARE D METER BASE AND DISCONNECT ON FRONTROOM WEST WALL
PANEL 1 - 100 AMP PANEL FOR KITCHJEN/BATH
PANEL 2 - 100 AMP PANEL FOR BED & BATHROOMS

EXHAUST FAN OVER ELEC COOKTOP 400 CFM
1 EA EXHAUST FAN/LIGHT 50 CFM

ALL SWITCHES TO BE ROCKER TYPE.

ELECTRICAL NOTES

120V HVAC CIRCUIT FOR INSIDE HVAC UNITS.

SQUARE D, 200 AMP METER COMBO DISCONNECT/UNDERGROUND SERVICE.

CONCRETE ENCASED ELECTRODE.

UFER GROUND LOCATION AS SHOWN. SEE FOUNDATION PLANS FOR LOCATION AS WELL. INSTALL PER MFG SPECS PER NEC CODE.

ELECTRICAL PLAN

SCALE: 1/2" = 1'0"

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REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	ELECTRICAL PLAN	E-1

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FIXTURE CONNECTION SCHEDULE					
MARK	DESCRIPTION	FIXTURE	C.W	H.W	WASTE
P-1	TOILET	TANK TYPE, ELONGATED	1/2"	-	3"
P-2	VANITY SINK	COORDINATE STYLE W/ HOME OWNER	1/2"	1/2"	1-1/2"
P-3	TUB FAUCET	30"x60" TUB INSERT	1/2"	1/2"	2"
P-4	SINK	COORDINATE STYLE W/ HOME OWNER	1/2"	1/2"	1-1/4"
P-5	ICEMAKER	-	1/2"		-
P-6	WASHING MACHINE SUPPLY AND DRAIN BOX	-	1/2"	1/2"	2"
P-7	EXTERIOR HOSE BIB	NON-FREEZE	1/2"	-	-
P-8	SHOWER FAUCET	COORDINATE STYLE W/ HOME OWNER	1/2"	1/2"	2"
P-9	DISHWASHER SUPPLY	-	1/2"	1/2"	1-1/4"

PLUMBING LEGEND	
- - - - -	WATERLINE - HOT
- - - - -	WATERLINE - COLD
- - -	SEWER LINE

PLUMBING NOTES

FREEZE-LESS, BACK FLOW PREVENTION HOSE BIBS REQUIRED.
ALL TOILETS TO BE A MAXIMUM 1.6 GALLON FLUSH.

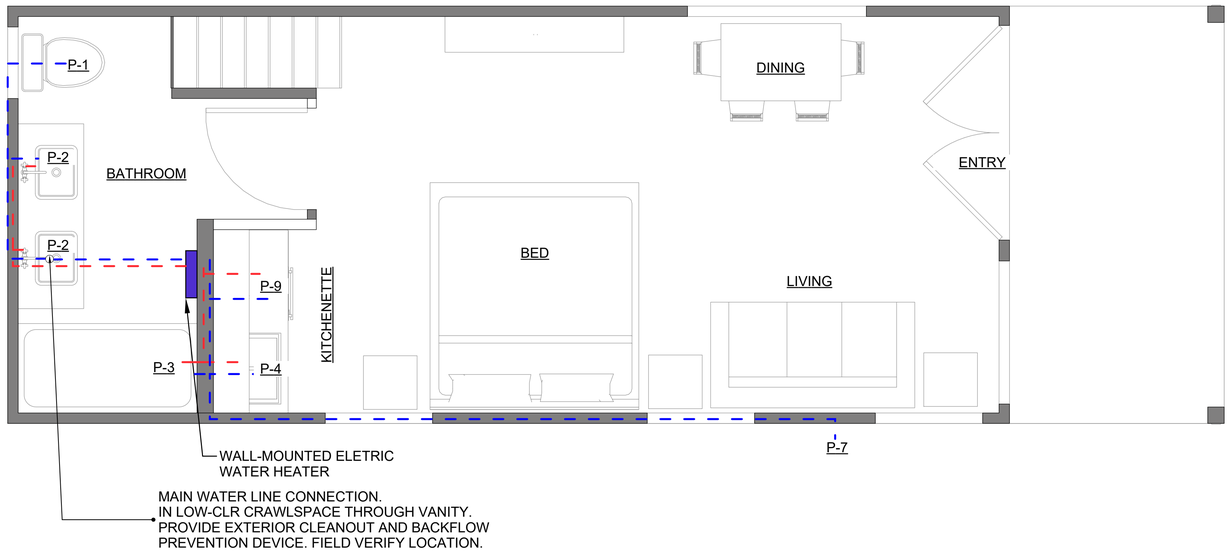
PLUMBING VENTS SHALL BE AT LEAST 2'-0" ABOVE OR 10'-0" AWAY FROM ALL OUTSIDE AIR INTAKE OPENINGS.

SUB TO DETERMINE PROPER LOCATION AND SIZING OF ALL PIPING PER CODE REGULATIONS.

SUB TO DETERMINE PROPER WASTE PIPE ROUTING AND SIZING.
ALL PLUMBING VENTS ARE TO BE A MIN. OF 3".

MOUNT ALL SHOWER HEADS 7'-0" OFF FINISHED FLOOR

ALL DESIGN DETAILS AND NOTES ARE SUGGESTIVE ONLY AND ARE SUBJECT TO THE JURISDICTION OF STATE AND LOCAL CODES. CHANGES MAY BE MADE ACCORDINGLY.
CONTACT YOUR LOCAL BUILDING DEPT.
PEX NOT TO ME USED FOR FIRST 18" OF CONNECTION TO WATER HEATER



WATER SUPPLY FIXTURE UNIT TABLE- 2012 IPC							
FIXTURE	QTY	COLD		HOT		INLET	
		FU	TOTAL	FU	TOTAL	FU	TOTAL
TUB OR TUB/SHOWER	1	1	1	1	1	1.4	1.4
TOILET	1	1	1			1.4	1.4
LAVATORY	1	1	1	1	1	1.4	1.4
KITCHEN SINK	1	1	1	1	1	1.4	1.4
WATER HEATER	1	1	1			1.4	1.4

PRESSURE RANGE	50-60 PSI
MAX DEV, LENGTH	55' FT
METER SIZE	3/4"

WATER SUPPLY SIZING TABLE	
PIPE SIZE	MAX FU
MAX DEV, LENGTH	55' FT
1/2"	3
3/4"	9.5

PLUMBING PLAN: WATER SUPPLY

SCALE: 1/2" = 1'0"

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REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	PLUMBING PLAN: WATER SUPPLY	P-1

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FIXTURE CONNECTION SCHEDULE					
MARK	DESCRIPTION	FIXTURE	C.W	H.W	WASTE
P-1	TOILET	TANK TYPE, ELONGATED	1/2"	-	3"
P-2	VANITY SINK	COORDINATE STYLE W/ HOME OWNER	1/2"	1/2"	1-1/2"
P-3	TUB FAUCET	30"x60" TUB INSERT	1/2"	1/2"	2"
P-4	SINK	COORDINATE STYLE W/ HOME OWNER	1/2"	1/2"	1-1/4"
P-5	ICEMAKER	-	1/2"		-
P-6	WASHING MACHINE SUPPLY AND DRAIN BOX	-	1/2"	1/2"	2"
P-7	EXTERIOR HOSE BIB	NON-FREEZE	1/2"	-	-
P-8	SHOWER FAUCET	COORDINATE STYLE W/ HOME OWNER	1/2"	1/2"	2"
P-9	DISHWASHER SUPPLY	-	1/2"	1/2"	1-1/4"

PLUMBING LEGEND	
	WATERLINE - HOT
	WATERLINE - COLD
	SEWER LINE

PLUMBING NOTES

FREEZE-LESS, BACK FLOW PREVENTION HOSE BIBS REQUIRED.
ALL TOILETS TO BE A MAXIMUM 1.6 GALLON FLUSH.

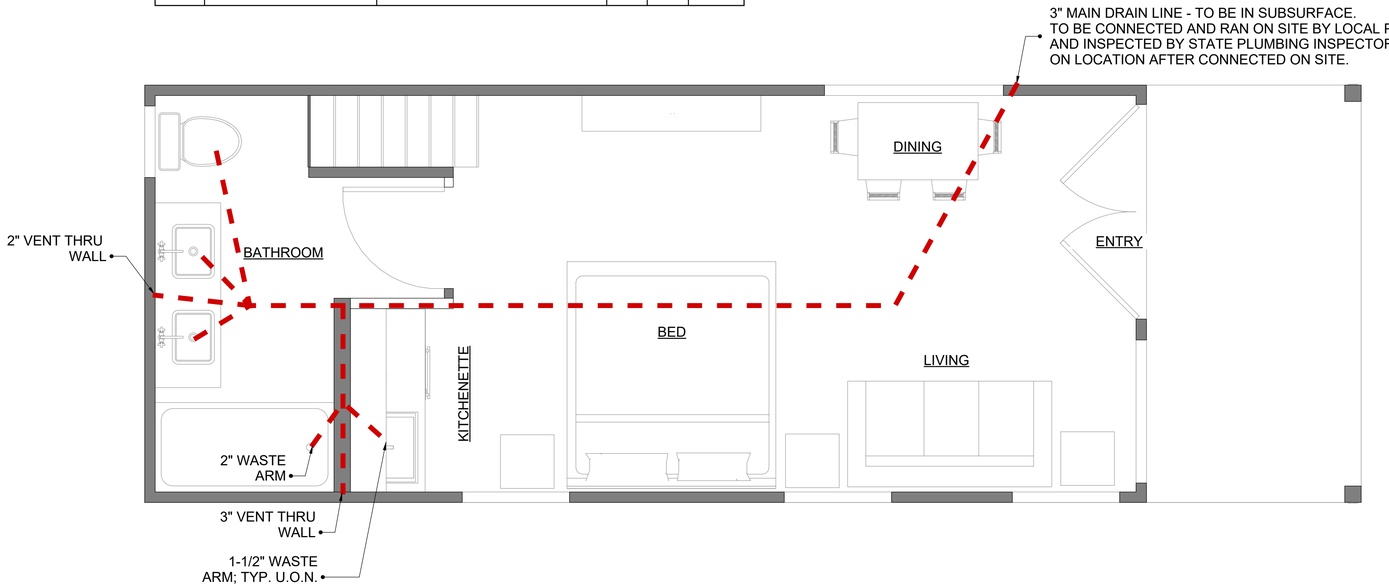
PLUMBING VENTS SHALL BE AT LEAST 2'-0" ABOVE OR 10'-0" AWAY FROM ALL OUTSIDE AIR INTAKE OPENINGS.

SUB TO DETERMINE PROPER LOCATION AND SIZING OF ALL PIPING PER CODE REGULATIONS.

SUB TO DETERMINE PROPER WASTE PIPE ROUTING AND SIZING.
ALL PLUMBING VENTS ARE TO BE A MIN. OF 3".

MOUNT ALL SHOWER HEADS 7'-0" OFF FINISHED FLOOR

ALL DESIGN DETAILS AND NOTES ARE SUGGESTIVE ONLY AND ARE SUBJECT TO THE JURISDICTION OF STATE AND LOCAL CODES. CHANGES MAY BE MADE ACCORDINGLY.
CONTACT YOUR LOCAL BUILDING DEPT.
PEX NOT TO ME USED FOR FIRST 18" OF CONNECTION TO WATER HEATER



WATER SUPPLY FIXTURE UNIT TABLE- 2012 IPC							
FIXTURE	QTY	COLD		HOT		INLET	
		FU	TOTAL	FU	TOTAL	FU	TOTAL
TUB OR TUB/SHOWER	1	1	1	1	1	1.4	1.4
TOILET	1	1	1			1.4	1.4
LAVATORY	1	1	1	1	1	1.4	1.4
KITCHEN SINK	1	1	1	1	1	1.4	1.4
WATER HEATER	1	1	1			1.4	1.4

PRESSURE RANGE	50-60 PSI
MAX DEV, LENGTH	55' FT
METER SIZE	3/4"

WATER SUPPLY SIZING TABLE	
PIPE SIZE	MAX FU
MAX DEV, LENGTH	55' FT
1/2"	3
3/4"	9.5

PLUMBING PLAN: SEWER SUPPLY

SCALE: 1/2" = 1'0"

REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	PLUMBING PLAN: SEWER SUPPLY	P-2

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GAS SUPPLY SYSTEMS

ALL PIPE FITTINGS TO BE STANDARD WEIGHT WROUGHT IRON OR STEEL (GALVANIZED OR BLACK) OR INTERNALLY TINNED OR EQUIVALENTLY TREATED COPPER OF IRON PIPE SIZE.

PIPE IS TO BE SUPPORTED AT 6'-0" ON CENTER FOR 1/2" DIAMETER AND 8'-0" ON CENTER FOR 3/4" AND 1" DIAMETER PIPE.

GASLINE NOTES:

ALL PLUMBING RO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODE.

ALL PIPE AND FITTINGS TO BE STANDARD WEIGHT WROUGHT IRON OR STEEL (GALVANIZED OR BLACK) COMPLYING WITH ANSI B36.10

GAS PIPING WILL BE SUPPORTED WITH METAL STRAPS AT EVERY FLOOR LEVEL FOR VERTICAL RUNS AND EVERY 6' FOR HORIZONTAL RUNS.

ALL GAS APPLIANCES WILL BE PROVIDED WITH A MANUAL SHUT-OFF VALAVE WHICH IS IN THE IMMEDIATE VICINITY OF THE APPLIANCE AHEAD OF THE APPLIANCE CONTROLS.

SEE THE MANUFACTURER'S DATA FOR ACTUAL CAPACITIES. TOTAL BTUH = 145,000 BTUH PIP SIZES ARE BASED ON PIPE LENGTH OF 20'

APPLICABLE CODES:

LATEST VERSION OF THE INTERNATIONAL RESIDENTIAL CODE

LATEST VERSION OF THE INTERNATIONAL MECHANICAL CODE

GENERAL:

ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH IRC CODE AND APPLICABLE SECTIONS OF THE IMC

EXHAUST FANS AND VENTING EQUIPMENT TO BE DUCTED TO THE EXTERIOR OF THE RESIDENCE. PROPER TERMINATION AND VENT PIPING PENETRATION AND VENT CAPS SHALL BE INSTALLED AS PER CODE REQUIREMENTS.RODENT/INSECT SCREENS SHALL BE PROVIDED ALL EXTERIOR OPENINGS.

RETURN AIR IS TO BE ROUTED THROUGH PERMANENT AIR GRILLES AND/OR UNDERCUT DOORS.

ALL DUCTS IN UNCONDITIONED SPACES SHALL BE INSULATED TO PROVIDE THERMAL RESISTANCE. INSULATION SHALL BE MOISTURE RESISTANT.

METAL CHIMNEYS SHALL EXTEND AT LEAST 3 FEET ABOVE THE ROOF. ALL DUCTS SHALL BE CLASS 0 OR 1 IN ACCORDANCE WITH CODE REQUIREMENTS

UTILITY CONNECTIONS:

ALL CONNECTIONS TO UTILITIES SHALL BE PROPERLY PERMITTED AND SHALL BE PERFORMED BY PERSONNEL WHO ARE QUALIFIED ANDS LICENSED AS PER THE LOCAL PERMITTING AUTHORITY

GAS FIRED APPLIANCES AND EQUIPMENT

ALL GAS FIRED EQUIPMENT SHALL BE PROVIDED WITH ADEQUATE COMBUSTION AIR AS PER CODE REQUIREMENTS.MANUFACTURER SPECIFIC VENTING INSTRUCTIONS SHALL BE COMPLIED WITH AND VENT PIPE SIZING AND LOCATION SHALL BE AS PER CODE REQUIREMENTS.

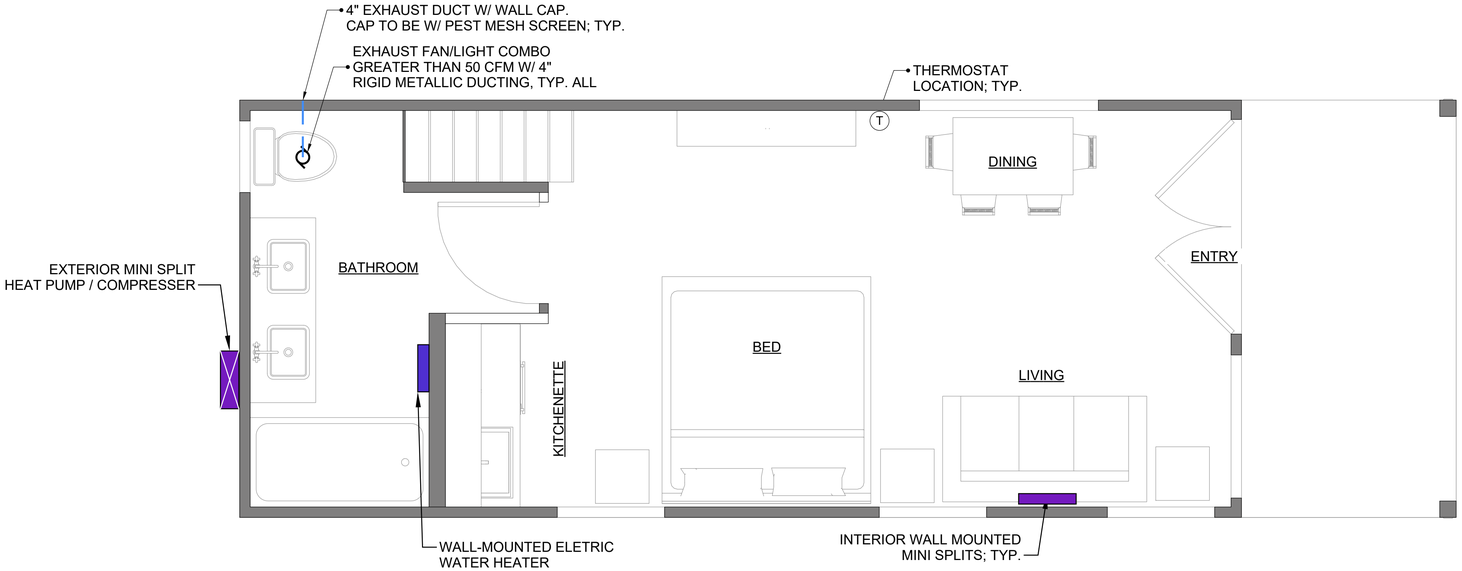
ADEQUATE CLEARANCES SHALL BE PROVIDED FOR STOVES AND OTHER HEATING APPLIANCES.

PROVIDE THE MAKE, MODEL, BTU'S AND EFFICIENCY OF THE FURNACE(S) OR BOILER TO BE INSTALLED AND INDICATE THE SEER OF THE A/C CONDENSER(S) TO BE INSTALLED.

ALL MECHANICAL VENTILATION OUTDOOR AIR DUCT INTAKES OR EXHAUST DUCT OUTLETS(BATHROOM EXHAUST FANS) MUST BE PROVIDED WITH AN AUTOMATIC OR GRAVITY CLOSER INSTALLED AT THE BUILDING'S THERMAL ENVELOPE.

PLEASE INDICATE IF ANY DUCTS ARE TO BE LOCATED IN ATTIC SPACE AND OR CRAWL SPACE AND IF YES SUCH DUCT WORK MUST BE PRESSURE TESTED IN ACCORDANCE WITH 2012 IECC.

MECHANICAL LEGEND	
	REGISTERS
	EF - EXHAUST FAN
T	THERMOSTAT LOCATION



MECHANICAL PLAN

SCALE: 1/2" = 1'0"

zipkithomes.com	REVISION	ISSUE DATE	CLIENT	FLOOR PLAN	DESIGNERS	GENERAL CONTRACTOR	ADDRESS	SHEET TITLE	SHEET
	FOR REVIEW	June 8, 2022		BOO-BOO POD	CHRIS JAUSSI BRIAN DAVIDSON	TO BE DETERMINED	TO BE DETERMINED	MECHANICAL PLAN	M-1

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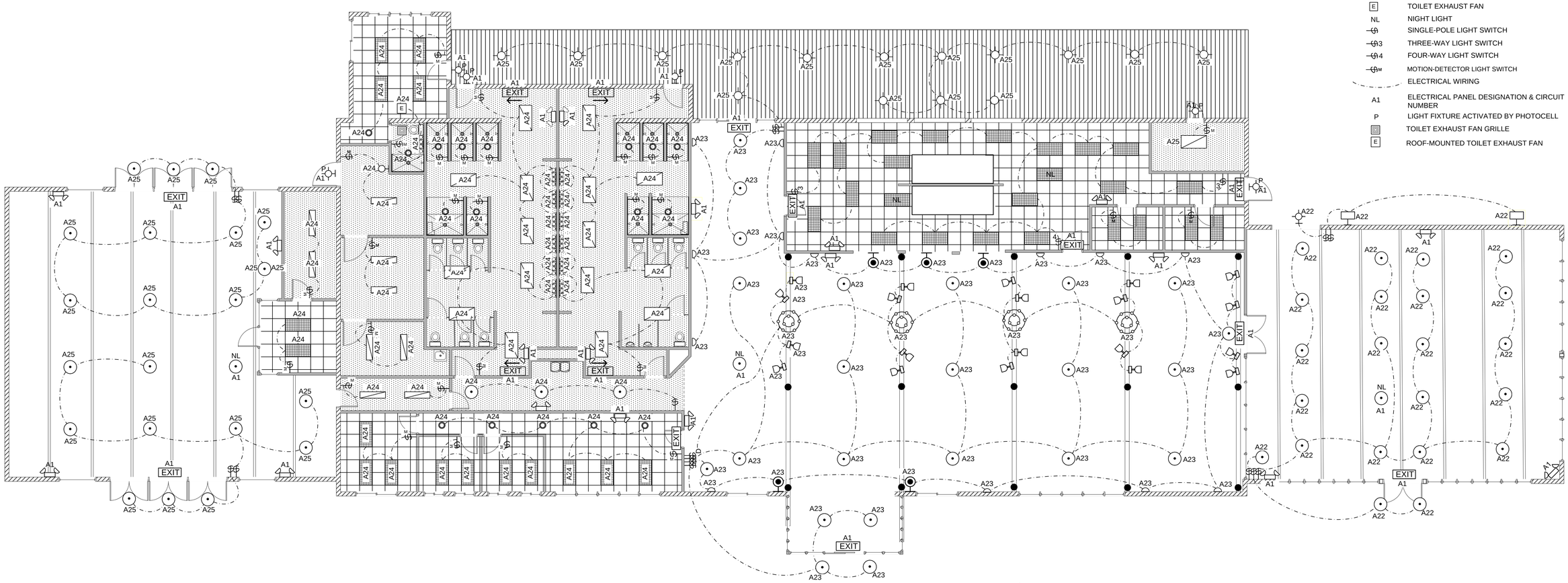
LIGHT FIXTURES (LED)

NO.	TYPE	DESCRIPTION	MANUFACTURER	MODEL	VOLTS	WATTS	LUMENS
1		CEILING-MOUNTED	INDUSTRIAL & COMMERCIAL LED	RLF4D-x10-JB	120	60	600
2		RECESS MOUNTED LIGHT	WAC LIGHTING	FM-616G2-930-WT	120	40	400
3		DROP-IN 2' x 4'	LITHONIA LIGHTING	BLC 2X4 4000LM 40K	120	38	380
4		SURFACE-MOUNTED 2' x 4'	LITHONIA LIGHTING	CPANL 2X4 40LM SWW7 120 TD DCMK	120	160	1,600
5		SURFACE-MOUNTED 1' x 4'	NUWATT	ANTLUX	120	80	800
6		INTERIOR WALL-MOUNTED	LAMPS PLUS	1F012	120	8	80
7		EXTERIOR WALL-MOUNTED	LAMPS PLUS	ALUMANIATA	120	6	480
8		ACCENT WALL-MOUNTED	LUTEC CUBA	3000K 1100LM	120	110	1,100
9		MULTILIGHT WALL-MOUNTED	FURGUSON	MAXIM	120	12	120
10		FLOOD WALL-MOUNTED	LEDMO	HID/HPS	120	150	1,500
11		SCONCE WALL-MOUNTED	LUTEC CUBA	3000K 1100LM	120	23	230
12		PENDANT-MOUNTED	LAMPS PLUS	450C1	120	60	600
13		EMERGENCY WALL-MOUNTED	LITHONIA LIGHTING	EU2C	120	2	20
14	EXIT	EXIT LIGHT	INDUSTRIAL & COMMERCIAL LED LIGHTING	XSC-x	120	50	500
15		CHANDELIER	FEISS, WEATHERED OAK WAGON WHEEL CHANDELIER	ANGELO	120	60	600
16		SPOT LIGHT	CATALINA LIGHTING	18775-012	120	40	400

LEGEND

- ROOF TRUSSES
- 1/2" GYPSUM WALLBOARD CEILING
- 2' x 4' SUSPENDED GRID CEILING WITH INTERMEDIATE CROSS MEMBERS
- CORRUGATED SOFFIT PANELS AT UNDERSIDE OF COVERED PORCH
- CEILING MOUNTED LIGHT FIXTURE
- RECESS MOUNTED LIGHT FIXTURE
- DROP-IN RECESS MOUNTED 2'-0" x 4'-0" LIGHT FIXTURE
- SURFACE MOUNTED 2'-0" x 4'-0" LIGHT FIXTURE
- SURFACE MOUNTED 1'-0" x 4'-0" LIGHT FIXTURE
- INTERIOR WALL MOUNTED LIGHT FIXTURE
- EXTERIOR WALL MOUNTED LIGHT FIXTURE
- ACCENT WALL MOUNTED LIGHT FIXTURE
- MULTI-LIGHT WALL MOUNTED LIGHT FIXTURE
- FLOOD WALL MOUNTED LIGHT FIXTURE
- SCONE WALL MOUNTED LIGHT FIXTURE
- PENDANT MOUNTED LIGHT FIXTURE
- EMERGENCY WALL MOUNTED LIGHT FIXTURE
- WALL MOUNTED EXIT LIGHT FIXTURE
- CHAIN-HUNG CHANDELIER
- SPOT LIGHT (VERIFY LOCATIONS WITH OWNER)
- TOILET EXHAUST FAN
- NIGHT LIGHT
- SINGLE-POLE LIGHT SWITCH
- THREE-WAY LIGHT SWITCH
- FOUR-WAY LIGHT SWITCH
- MOTION-DETECTOR LIGHT SWITCH
- ELECTRICAL WIRING
- ELECTRICAL PANEL DESIGNATION & CIRCUIT NUMBER
- LIGHT FIXTURE ACTIVATED BY PHOTOCELL
- TOILET EXHAUST FAN GRILLE
- ROOF-MOUNTED TOILET EXHAUST FAN



MAIN FLOOR LIGHTING PLAN

SCALE: 1/8" = 1'-0"

NORTH

PRELIMINARY – NOT FOR CONSTRUCTION – 6/24/22

Glampers Inn Ranger Station

Located in Section 12, T42S, R14W, S.L.B.&M.
Sand Hollow Road, Hurricane, Utah

Atex Enterprises LLC
David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS
MAIN FLOOR LIGHTING PLAN

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2102
DWG. NO.	**E1**

KEYED NOTES

1. ELEVATOR.
2. ELECT. PANEL "C".
3.
4.

LEGEND

1	KEYED NOTE DESIGNATION
	10" CONC. BASEMENT WALL
	INTERIOR WALL W/ 2" x 4" WOOD STUDS
	BOTTOM FLANGE OF FLOOR TRUSSES
	BOTTOM FLANGE OF STEEL BEAM
	1/2" GYPSUM WALLBOARD CEILING
	CEILING MOUNTED LIGHT FIXTURE
	RECESS MOUNTED LIGHT FIXTURE
	SURFACE MOUNTED 2'-0" x 4'-0" LIGHT FIXTURE
	SURFACE MOUNTED 1'-0" x 4'-0" LIGHT FIXTURE
	EXTERIOR WALL MOUNTED LIGHT FIXTURE
	MULTI-LIGHT WALL MOUNTED LIGHT FIXTURE
	EMERGENCY WALL MOUNTED LIGHT FIXTURE
EXIT	WALL MOUNTED EXIT LIGHT FIXTURE
	TOILET EXHAUST FAN GRILLE
E	ROOF-MOUNTED TOILET EXHAUST FAN
NL	NIGHT LIGHT
	SINGLE-POLE LIGHT SWITCH
M	MOTION-DETECTOR LIGHT SWITCH
	ELECTRICAL WIRING
C1	ELECTRICAL PANEL DESIGNATION & CIRCUIT NUMBER
P	LIGHT FIXTURE ACTIVATED BY PHOTOCELL
+10'	HEIGHT OF FIXTURE ABOVE FLOOR LEVEL

BASEMENT LIGHTING PLAN

SCALE: 1" = 10'-0"

PRELIMINARY – NOT FOR CONSTRUCTION – 6/23/22

Glampers Inn
Ranger Station

Located in Section 12, T42S, R14W, S.L.B.4M.
Sand Hollow Road, Hurricane, Utah

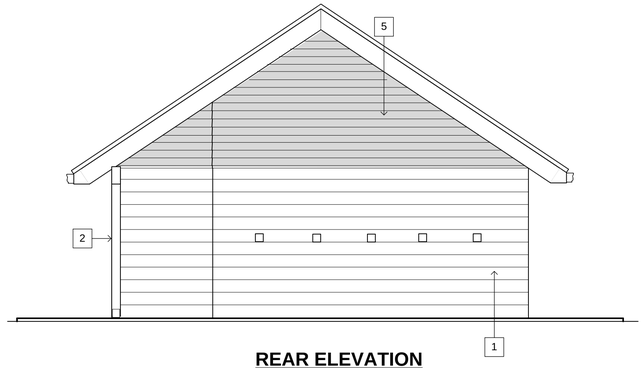
Atex Enterprises LC
David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS
BASEMENT LIGHTING PLAN

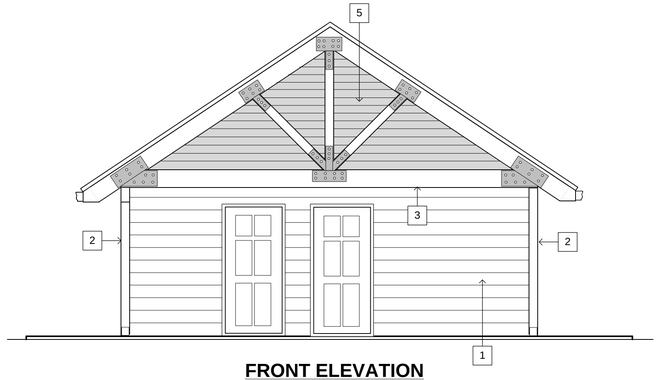
DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2102
DWG. NO.	**E3**

KEYED NOTES

1. 8" POLISHED FINISH CONCRETE MASONRY UNITS.
2. 6" x 6" STEEL TUBE POST.
3. 6" x 10" STEEL TUBE BEAM.
4. PREFINISHED STANDING SEAM METAL ROOF.
5. PREFINISHED "HARDI-BOARD" SIDING (SHADED AREA).



REAR ELEVATION



FRONT ELEVATION

LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION

EXTERIOR ELEVATIONS

SCALE: 1/4" = 1'-0"

PRELIMINARY – NOT FOR CONSTRUCTION – 2/24/22

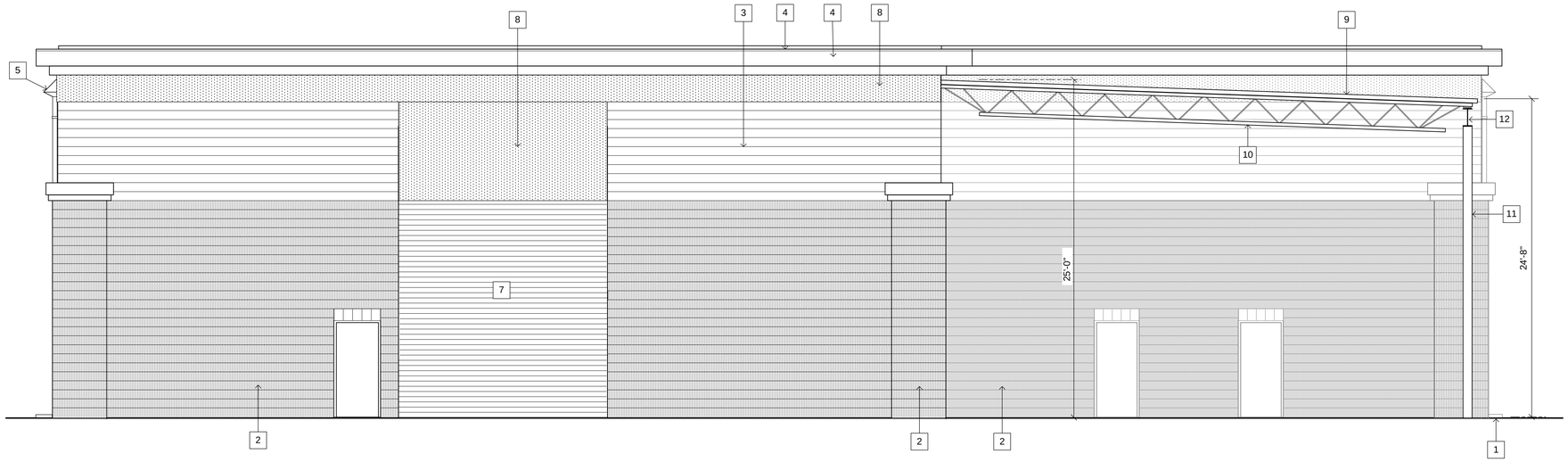
COMFORT STATIONS

Located in Section 12, T42S, R14W, S.L.B.4M.
Sand Hollow Road, Hurricane, Utah

David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

DRAWING CONTENTS
EXTERIOR ELEVATIONS

DATE
LATEST REVISION
DRAWN BY DAD
PROJECT NO. 2106
DWG. NO. **A3**



SOUTH ELEVATION

SCALE: 1" = 5'-0"

KEYED NOTES

1. FINISH GRADE.
2. 8" x 8" x 16" POLISHED CONC. MASONRY UNITS (SHADED).
3. 8" x 8" x 8" STANDARD CONC. MASONRY UNITS.
4. 22 GAGE PREFINISHED SHEETMETAL FLASHING.
5. 22 GAGE PREFINISHED SHEETMETAL 14" x 6" SCUPPER W/ CONDUCTOR HEAD & 4" x 6" x 4" DOWNSPOUT.
6. 22 GAGE POLISHED PREFINISHED SHEETMETAL FASCIA AT 3'-0" CANOPY.
7. 16'-0" WIDE x 18'-0" TALL OVERHEAD DOOR.
8. 7/8" THICK 1-COAT STUCCO OVER 1/2" THICK OSB SHEATHING & 1/2" METAL HAT CHANNELS.
9. PREFINISHED CORRUGATED METAL ROOFING.
10. OPEN-WEB STEEL JOISTS.
11. STEEL COLUMNS.
12. STEEL BEAM.

NORTH ELEVATION

SCALE: 1" = 5'-0"

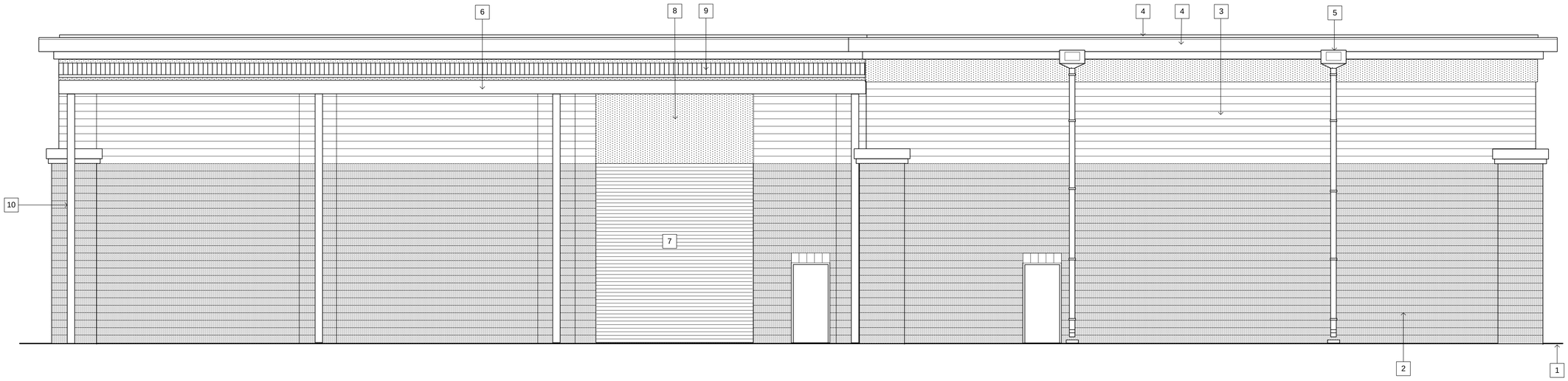
PRELIMINARY – NOT FOR CONSTRUCTION – 9/28/20

MADMOOSE
840 S. Sand Hollow Road
Hurricane, Utah 84757

David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

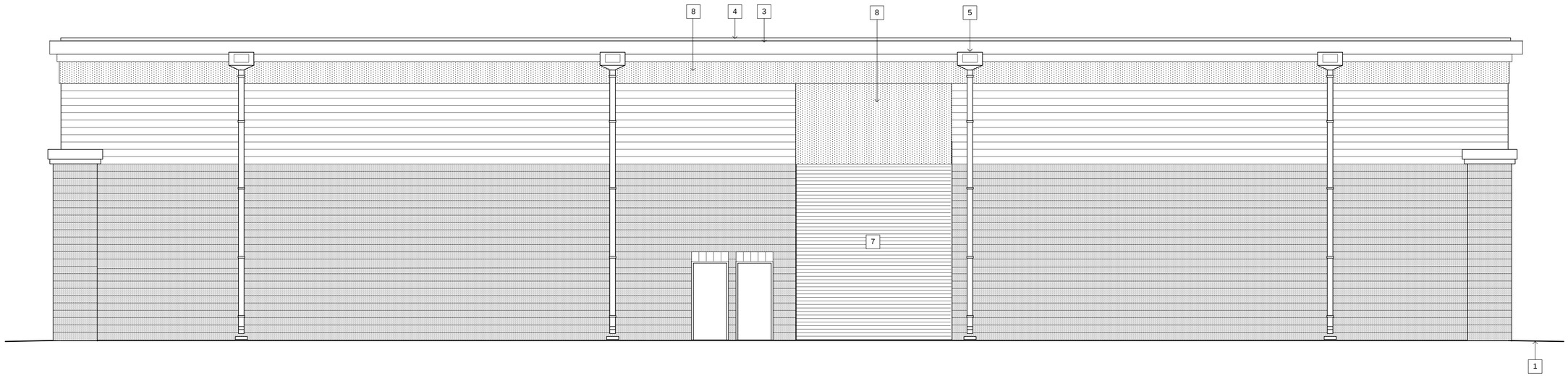
DRAWING CONTENTS
NORTH & SOUTH ELEVATIONS

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2107
DWG. NO.	A6



EAST ELEVATION

SCALE: 1" = 5'-0"



WEST ELEVATION

SCALE: 1" = 5'-0"

KEYED NOTES

1. FINISH GRADE.
2. 8" x 8" x 16" POLISHED CONC. MASONRY UNITS (SHADED).
3. 8" x 8" x 8" STANDARD CONC. MASONRY UNITS.
4. 22 GAGE PREFINISHED SHEETMETAL FLASHING.
5. 22 GAGE PREFINISHED SHEETMETAL 14" x 6" SCUPPER W/ CONDUCTOR HEAD & 4" x 6" x 4" DOWNSPOUT.
6. STEEL BEAM.
7. 14'-0" WIDE x 16'-0" TALL OVERHEAD DOOR.
8. 7/8" THICK 1-COAT STUCCO OVER 1/2" THICK OSB SHEATHING &1/ 2" METAL HAT CHANNELS.
9. PREFINISHED CORRUGATED METAL ROOFING.
10. STEEL COLUMNS.

PRELIMINARY – NOT FOR CONSTRUCTION – 9/28/20

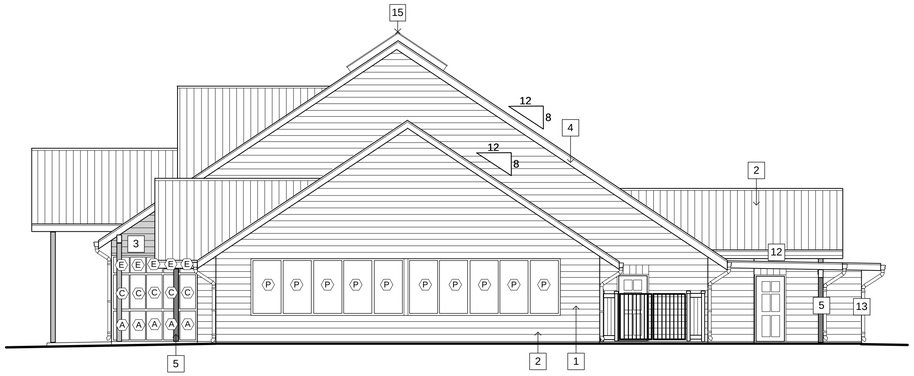
MADMOOSE

840 S. Sand Hollow Road
Hurricane, Utah 84757

David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

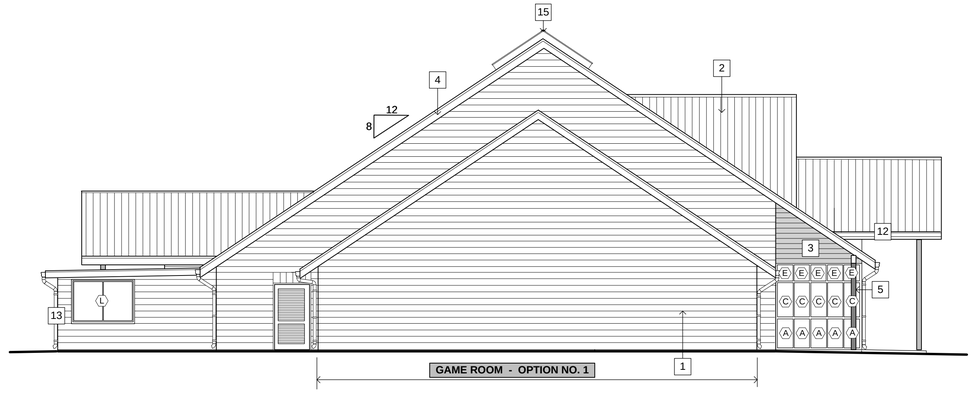
DRAWING CONTENTS
EAST & WEST ELEVATIONS

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2107
DWG. NO.	**A7**



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



SOUTH ELEVATION

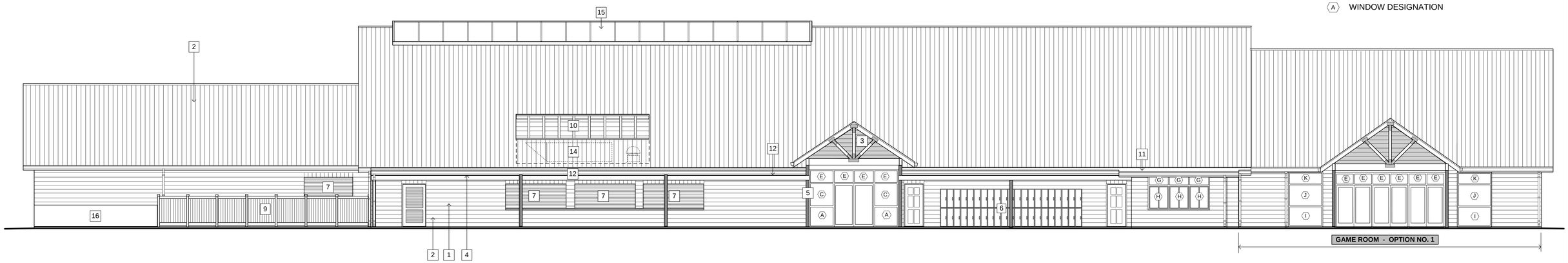
SCALE: 1/8" = 1'-0"

KEYED NOTES

1. 8" THICK CONCRETE MASONRY UNIT (CMU) WALL.
2. PREFINISHED STANDING SEAM METAL ROOF.
3. PREFINISHED "HARDI-BOARD" SIDING (SHADED AREA).
4. 22 GAGE PREFINISHED METAL FASCIA.
5. 6" x 6" STEEL TUBE POST.
6. RENTABLE FAMILY LOCKERS.
7. ROLL-UP STEEL DOOR.
8. 4' HIGH VINYL FENCE.
9. 5' HIGH VINYL FENCE.
10. 4" x 8" STEEL TRELLIS BEAMS AT 2'-0" O.C.
11. SINGLE MEMBRANE ROOFING SYSTEM WITH 1/8" x 12" SLOPE.
12. 22 GAGE 4" x 6" PREFINISHED METAL RAIN GUTTER.
13. 22 GAGE 4" x 4" PREFINISHED METAL RAIN GUTTER DOWNSPOUT.
14. ENCLOSURE AT KITCHEN MAKE-UP-AIR UNIT & EXHAUST FAN.
15. SKYLIGHT.
16. CONCRETE WALL.

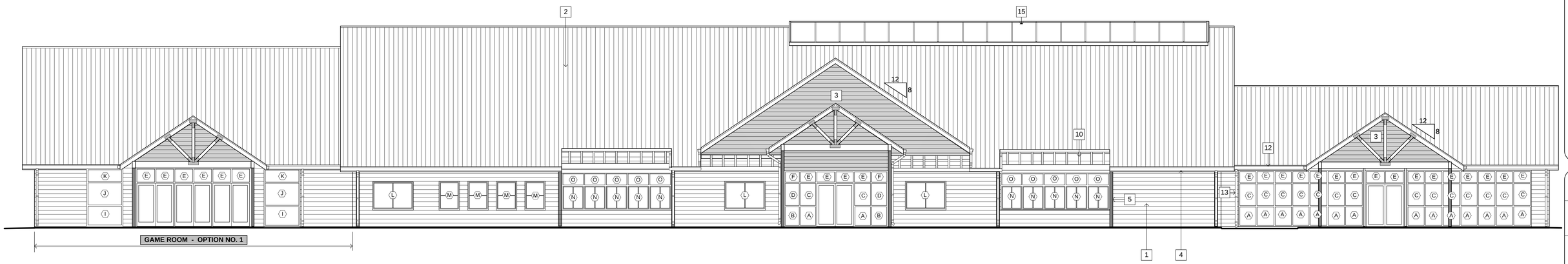
LEGEND

(A) WINDOW DESIGNATION



WEST ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

SCALE: 1/8" = 1'-0"

PRELIMINARY – NOT FOR CONSTRUCTION – 5/24/22

Glampers Inn
Ranger Station

Located in Section 12, T42S, R14W, S.L.B.4M.
Sand Hollow Road, Hurricane, Utah

David A. Dixon Architect
2177 S. Old Highway 91, New Harmony, Utah 84757

EXTERIOR ELEVATIONS

DATE	
LATEST REVISION	
DRAWN BY	DAD
PROJECT NO.	2102
DWG. NO.	**A8**

HURRICANE CITY
UTAH

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Scott Nielson am/are the applicant(s) of the application known as Glampers Inn located on parcel(s) H-4-2-1-330-GS1 + H-4-2-1-1131-GS1 within the City of Hurricane, Washington County, Utah.

By my/our signature(s) below I/we do hereby acknowledge and agree to the following:

1. Neither acceptance nor approval of a development application by Hurricane City shall constitute a guarantee that sufficient water will be available to serve the zone designation, project, or permit for which this application is being submitted; and
2. Prior to receiving final approval for the application, the applicant may be required by Hurricane City to provide a guarantee of water availability which verifies that there is a sufficient water supply; and
3. For any application which may be approved without a guarantee of water availability, the applicant knowingly assumes the entire risk of water availability for the project and/or application; and
4. I/we waive any and all claims against Hurricane City that are in any way related to water availability for any project, permit, or use for which the land use application has been approved.

Dated this 12 day of October, 2022

Applicant Name: Scott Nielson

Name of Signer (if different from Applicant Name): _____

Title of Signer: Owner

Signature: _____

STATE OF Utah)

COUNTY OF Washington)

On the 12 day of October, 2022, personally appeared before me Scott Nielson, the signer of the above instrument, who duly acknowledged to me that he/she executed the same in the capacity indicated on behalf of the Applicant.

Notary Public: Katie Jo Leavitt

My Commission Expires: November 30, 2025

KATIE JO LEAVITT
Notary Public, State of Utah
Commission # 721750
My Commission Expires On
November 30, 2025

All signatures to this Acknowledgment, other than for Applicants signing in an individual capacity, shall be accompanied by documentation acceptable to the City attesting to the fact that the signer hereof is authorized to execute the Acknowledgment on behalf of the Applicant (e.g. a copy of a corporate resolution, copy of a partnership agreement, etc.). (Ord. No. 2022-37 , 6-16-2022)

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY PLAT APPLICATION

For office use only: $150.00 Fee
File No. 2022-PP-23
Receipt No. 8-11615666

Name: See Attached Telephone: _____

Address: See Attached Fax No. _____

Email: _____ Agent Email: enhancedhomesofutah@gmail.com

Agent (If Applicable): Brent Moser Telephone: 801-793-0346

Address/Location of Subject Property: North of Iron Bridge Blvd.

Tax ID of Subject Property: H-4-2-11-126, H-4-2-12-1113-GS1 Zone District: NC, RR, R1-6

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) 375 lots, North of Iron Bridge Blvd., Condos, Retreat Centers, Hotel

Submittal Requirements: The preliminary plat application shall provide the following:

✓ 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- ✓ a. The proposed name of the subdivision.
- ✓ b. The location of the subdivision, including the address and section, township and range.
- ✓ c. The names and addresses of the owner or subdivider, if other than the owner.
- ✓ d. Date of preparation, and north point.
- ✓ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

✓ 2. Existing Conditions: The preliminary plat shall show:
- ✓ a. The location of the nearest monument.
- ✓ b. The boundary of the proposed subdivision and the acreage included.
- ✓ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ✓ d. The location, width, and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- ✓ e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ✓ f. Existing sewers, water mains, culverts, or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.
- ✓ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

___ h. Contours at vertical intervals not greater than five (5) feet.
___ i. Identification of potential geotechnical constraints on the project site (such as expansive rock and soil, collapsible soil, shallow bedrock, and caliche, gypsiferous rock and soil, potentially unstable rock or soil units including fault lines, shallow groundwater, and windblown sand) and recommendations for their mitigation.
___ j. Information on whether property is located in desert tortoise take area

___ 3. Proposed Plan: The subdivision plans shall show:
___ a. The layout of streets, showing location, widths, and other dimensions of proposed streets, crosswalks, alleys, and easements.
___ b. The layout, numbers, and typical dimensions of lots.
___ c. Parcels of land intended to be dedicated or temporarily reserved for public use or set aside for use of property owners in the subdivision.
___ d. Easements for water, sewers, drainage, utilities, lines and other purposes.
___ e. Typical street cross sections and street grades where required by the Planning Commission. (All street grades over 5% should be noted on the preliminary plat)
___ f. A tentative plan or method by which the subdivider proposes to handle the storm water drainage for the subdivision.
___ g. Approximate radius of all center line curves on highways or streets.
___ h. Each lot shall abut a street shown on the subdivision plat or on an existing publicly dedicated street. (Double frontage or flag lots shall be prohibited except where conditions make other design undesirable)
___ i. In general, all remnants of lots below minimum size left over after subdividing of a larger tract must be added to adjacent lots, rather than allow to remain as unusable parcels.
___ j. Where necessary, copies of any agreements with adjacent property owners relevant to the proposed subdivision shall be presented to the Planning Commission.
___ k. A letter from both the local sanitary sewer provider and culinary water provider indicating availability of service.
___ l. Will this subdivision be phased? If yes show possible phasing lines.
___ m. A tentative plan or method for providing non-discriminatory access to the subdivision for purposes of placement of communications infrastructure, and for purposes of placement of utility infrastructure.

___ 4. Required copies of plans:
___ a. Three copies of all full-scale drawings
___ b. One copy of each drawing on a 11 x 17-inch sheets. (8 ½ x 11 is acceptable if the project is small and the plans are readable at that size).

___ 5. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence that the applicant has control of the property
___ 6. Signed and notarized Acknowledgement Water Supply (see attached)

NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. A deadline missed due to an incomplete application, could result in a month's delay. Planning Commission meetings are held on the second Thursday and fourth Wednesday of each month at 6:00 p.m. The deadline to submit an application to be placed on an agenda is no later than 12:00 (noon) 20 full calendar days before the Planning Commission meeting at which you plan for your application to be heard.

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

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

BASH RESORTS

NAME & ADDRESS

H-4-2-11-126
SANDHOLLOWHOLDINGS RBT LLC
2572 W 280 N
HURRICANE, UT 84737

H-4-2-12-1113-GS1
BASH RESORTS LLC
2572 W 280 N
HURRICANE, UT 84737

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF Washington

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

Western Mortgage + Realty Co.
(Property Owner)

[signature], Vice President
(Property Owner)

Subscribed and sworn to me this 13th day of May 2021.

[signature]
(Notary Public)

Residing in: Hurricane, UT

My Commission Expires: 5/7/2024

ASHLEY BLACKNER
NOTARY PUBLIC
STATE OF UTAH
MY COMM. EXPIRES MAY. 07, 2024
711906

Agent Authorization

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

_____
(Property Owner)

_____
(Property Owner)

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

_____
(Notary Public)

Residing in:_____

My Commission Expires:_____

PRELIMINARY PLAT APPLICATION page 5 (General Information)

PURPOSE

The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to ensure that all proposed divisions of land conform to the City General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED

The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discuss the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required $150 fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (See submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled City Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear City Council comments, answer questions, and receive City Council decision. City Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to Hurricane City standards. Construction drawings must be approved by both the Hurricane Joint Utilities Committee and the Ash Creek Special Service District. Approval means changes are made and all required signatures are obtained.

Once the preliminary plat is approved by the City Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one-year time limit is reached. The Planning Commission will review and make recommendation to the City Council on the final plat

when submitted. The City Council will typically review the Planning Commission recommendation within 1-2 weeks after the Commission action on the final plat.

APPEALS

The Planning Commission makes a recommendation to the City Council, so there is no appeal. The City Council's action on a preliminary plat is final unless appealed to the appropriate court.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/13/2022**
Application Number:	2022-PP-23
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Western Mortgage and Realty Co
Agent:	Brent Moser
Request:	Approval of a Preliminary Plat
Location:	North of Iron Bridge Blvd
Zoning:	Recreation Resort
General Plan Map:	Planned Community, and Neighborhood Commercial

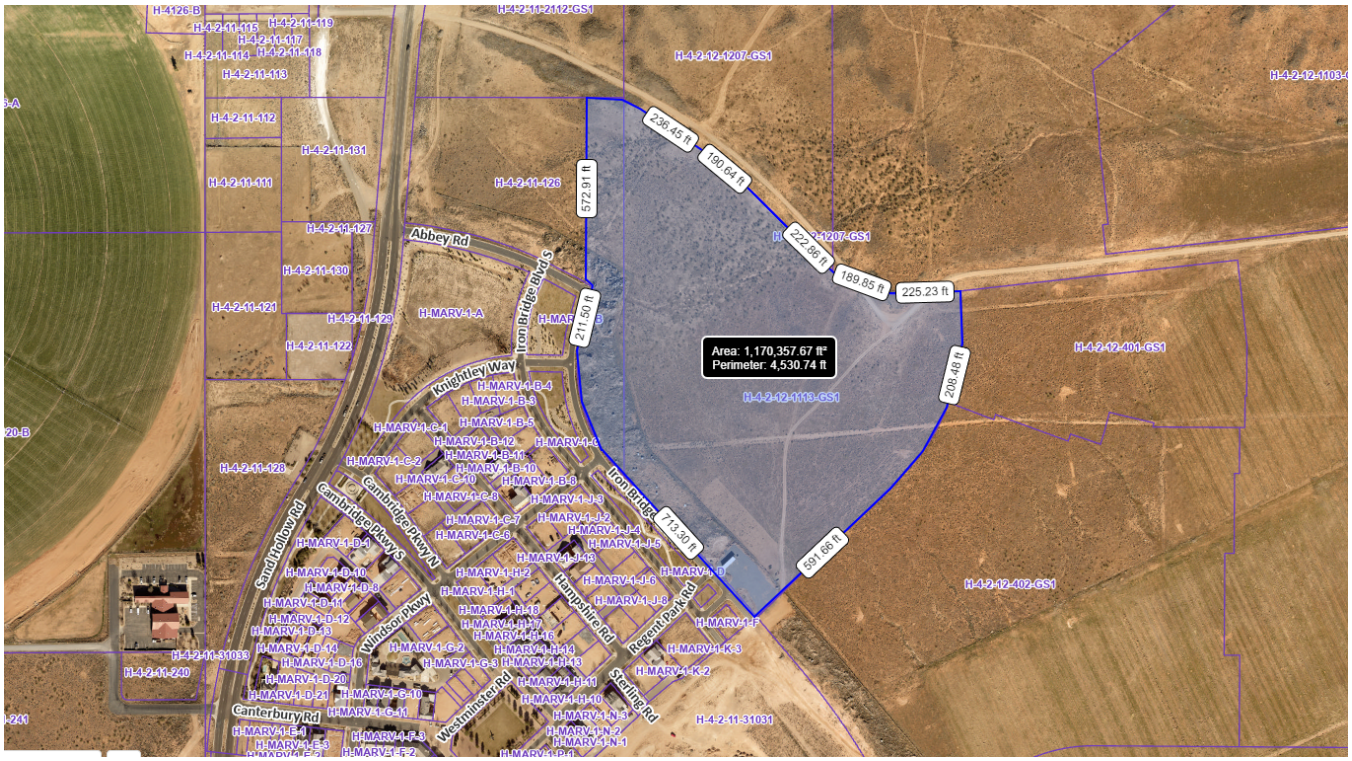
Planning Commission Recommendation
The Planning Commission gave a positive recommendation subject to staff and JUC Comments. The Planning Commission approved the off-site parking requirements and the alternate amenity package.

Update Email Sent to the Planning Commission on 10/13/2022:

- At the last meeting, this was continued because 1) the property owner had changed and we did not receive an affidavit, 2) zoning boundary questions, 3) parking lot access next to adjacent roadways, 4) and some questions about amenities.
- The applicant has provided a new affidavit with the property owner's signature
- The applicant shows the "Retreat Center" within Neighborhood Commercial Zoning (NC). Hotels and Motels are not allowed within NC zones, but a commercial bed and breakfast inn is allowed. One of the main criteria is that a bed and breakfast inn needs to be a residential structure, and breakfast is served as part of the cost to stay.
- The applicant has shown the parking areas connecting to the Iron Bridge Blvd as requested. Some of the alignment with the intersections may need further review.
- The applicant has provided a full list of proposed amenities on the new plat.

    - CLUBHOUSE/HOTEL AMENITIES: - POOL AREA (SPA, LAP POOL, RECREATIONAL POOL AREA (SPA, LAP POOL, RECREATIONAL POOL, FIRE PITS, CONNECTION TO BAR & GRILL, CABANAS, LOUNGE CHAIRS) - BAR AND GRILL BAR AND GRILL - FITNESS FACILITY FITNESS FACILITY - LOBBY LOBBY - 2 CONFERENCE ROOMS 2 CONFERENCE ROOMS - SAUNA ROOMS SAUNA ROOMS - ENTERTAINMENT STAGE AREAENTERTAINMENT STAGE AREA OUTDOOR AMENITIES: - COURTYARD AT EACH BUILDIGN (AESTHETIC COURTYARD AT EACH BUILDIGN (AESTHETIC LOUNGE AREAS, FIRE PITS, WATER FEATURES) - 3 CACTUS ZEN GARDEN AREAS (WATER 3 CACTUS ZEN GARDEN AREAS (WATER FEATURE, SHADE TREES, TWO PERGOLAS) - GROUP RETREAT CENTERS (WITH POOLS GROUP RETREAT CENTERS (WITH POOLS AND ACTIVITY AREAS) - TRAIL CONNECTIVITY TO COMMUNITY TRAILS TRAIL CONNECTIVITY TO COMMUNITY TRAILS - SHADE TREES THROUGHOUTSHADE TREES THROUGHOUT.
    - This set amenities is different from our base requirements. The code allows for the Planning Commission to approve different amenities packages: HCC 10-26-4 states: "Pools: Pools may be combined for an enhanced amenity area with the approval of the Planning Commission." And also states "Alternative compliance, such as splash pads, sports courts, and open space amenities may be considered by the Planning Commission to offset other amenities requirements."
- They have also provided some renderings of the site that are attached.

Discussion:
The applicant has filed a preliminary plat for Bash Resorts, a 372 unit recreation resort development located within the Sand Hollow Gateway PID. The plan consists of 10 resort condo buildings, a hotel, and retreat centers. A preliminary site plan for this location, with a modified layout, was approved in 2020.



Location is approximate

JUC Comments
The following items will need to be addressed:

1. **Public Works:** No comments
2. **Power:** Dixie Power area. Need Sand Hollow Road PID to buildout.
3. **Sewer:** Private sewer agreement required.
4. **Street:** Traffic study needs to be done. All private streets within the complex?
5. **Water:** Water model needed. Public or private streets? Private streets require ductile iron piping
6. **Engineering:** The developer should get the project's legal description to a higher standard. Traffic impact study required. Increase connectivity with Marla Phase 1, water looping and fire safety will require additional connectivity. Detention would be easiest to provide in western parking lot (if provided on site), Gateway at Sand Hollow PID drainage study suggests improvements to Marla's basin are needed.
7. **Fire:** Not enough info provided. Full fire code analysis will be done with construction drawings.
8. **Cable:** Add Centurylink fiber optic notes for construction drawings
9. **Gas**: No comments.
10. **Water Conservancy:** No comments

Staff Comments: Preliminary Site Plan and Plat

1. Zoning is Recreation Resort which has a max density of 15 units/acre. The applicant is proposing 372 units
    a. The Land Use Summary table shows the property as 27.83 acres which would be a maximum unit count of 403 units. However the Recreation Resort zoning in the zone

map is 25.77 acres which would be a maximum unit count of 386 units which is still less than what is being proposed

b. The property on the site plan appears to be extending into the NC, Neighborhood Commercial, zoning. Staff is generally fine with this as the applicant is not requesting additional units.

2. All streets within the development are planned to be private.
3. **Parking:** Per HCC 10-26-6: *"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."*
    a. The site plan indicates that 1206 parking spaces are required and 1228 spaces are provided
    b. RV/trailer spaces are also required at a rate of one space per five units. 75 spaces are required and approximately 184 are provided
    c. Phase 6 is shown as being a hotel and clubhouse area. Per HCC Table 10-34-1, hotels require, *"2 spaces plus 1 space per living or sleeping unit"* It is not entirely clear that this requirement was accounted for in their parking plan since they show 42 required spaces for 31,606 sq ft hotel.
    d. It appears the parking lot on the northwest corner stretches into the Neighborhood Commercial zone. Staff has decided to count this as off-site parking because of the different zone and Planning Commission will need to approve it. The standards are as follows:

    e. *Off site parking. Where practical difficulties exist in providing on site parking or if public safety or convenience, or both, would be better served by locating parking on a separate lot, the Planning Commission may authorize off site parking subject to the following conditions:*

        1. Required parking spaces reserved for persons with disabilities shall not be located in an off site parking lot.

        2. Off site parking lots shall be located in the same or a more intensive zone which applies to the property where the use served is located.

        3. No off site parking space shall be located more than 500 feet from a public entrance of the use served, measured along the route of the shortest legal, practical walking distance. Off site parking shall not be separated from a principal use by a street right-of-way with a width of more than 72 feet.

        4. Availability of each off site parking lot shall be assured by an agreement approved by the City which requires:

        a. The parking lot to be continuously available unless an alternative legal parking lot is provided;

        b. All spaces to be available without charge; and

c. The Zoning Administrator to be notified 30 days prior to the expiration or termination of the agreement.

5. Before approving an off site parking lot, the Planning Commission shall find that such parking is conveniently usable without causing unreasonable:

a. Hazard to pedestrians;

b. Hazard to vehicular traffic;

c. Traffic congestion;

d. Interference with safe and convenient access to other parking areas in the vicinity;

e. Detriment to the appropriate use of business property in the vicinity; or

f. Detriment to any residential neighborhood.

f. Staff finds this parking plan to be acceptable.

4. **Amenities:** Per HCC 10-26-4: two clubhouses of at least 2,000 sq ft of nonoffice space and 4 pool areas of at least 2,000 sq ft are required. Upon speaking with the applicant they would like to propose a larger pool amenity in the center of the development as an exception to the four pool areas requirement. HCC 10-26-4 states: *"Pools: Pools may be combined for an enhanced amenity area with the approval of the Planning Commission."* Staff believes this is a good place for this exception.
5. **Block lengths and connectivity:** HCC 10-39-11 states: "*The arrangements of streets in new subdivisions shall make provision for the continuation of the existing streets to adjoining areas insofar as such may be deemed necessary by the Planning Commission for public requirements. New streets within subdivisions shall not preclude future access to adjoining properties."*
    a. Staff would recommend that Windsor Parkway connect through. This would also eliminate the 1100 foot block length on Iron Bridge Blvd
    b. Bash Parkway is a master planned roadway so block lengths can be longer on that road. Staff would recommend pedestrian connectivity to Bash Parkway.
6. All park strips will need to be landscaped and have the proper improvements.
7. The City has not received a will serve letter from Hurricane Water
8. A note indicating whether or not the property is in a tortoise take area has been provided
9. Hurricane City Code 10-37-4 states:
    a. *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.

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff would recommend approval subject to staff and JUC comments, receiving a will serve letter from Hurricane Water, and the Planning Commission's approval of amenity package and off-site parking,

PRE PLAT FOR:
HURRICANE ADVENTUS PHASES 1-5

LOCATED IN SECTION 12, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EASEMENT LINE
- PROPOSED CURB AND GUTTER
- PROPOSED BUILDING
- METAL END SECTION
- CATCH BASIN INLET
- CURB INLET
- STORM MANHOLE
- PROPOSED SEWER MANHOLE
- EXISTING SEWER MANHOLE
- PROPOSED WATERLINE
- EXISTING WATERLINE
- STORM DRAIN PIPE
- PHASE LINE
- BASH PARKWAY ROAD ROW
- EXISTING SEWER LINE
- PROPOSED SEWER LINE
- ADJACENT EX PROPERTY

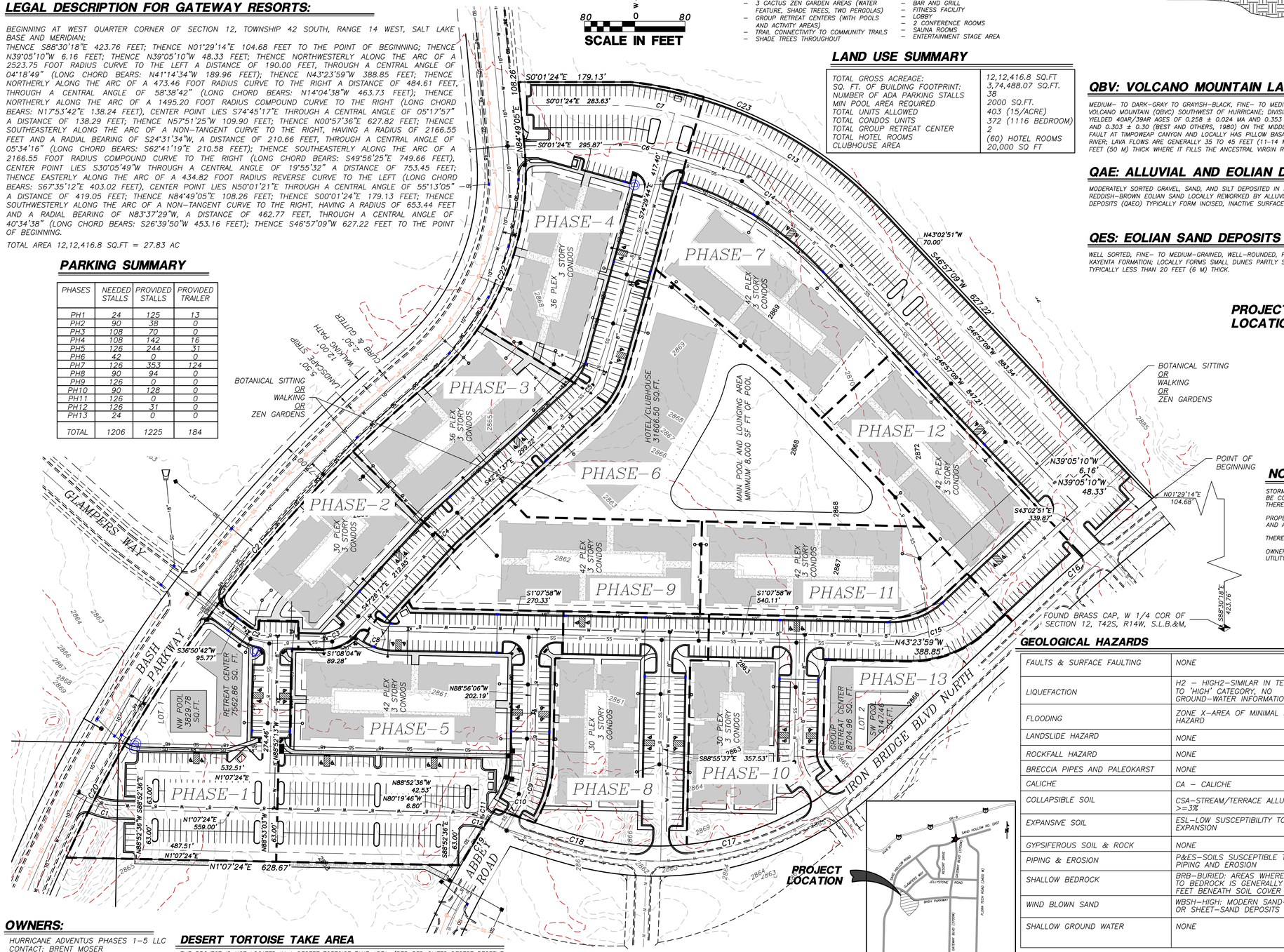
LEGAL DESCRIPTION FOR GATEWAY RESORTS:

BEGINNING AT WEST QUARTER CORNER OF SECTION 12, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN;
THENCE S88°30'18"E 423.76 FEET; THENCE N01°29'14"E 104.68 FEET TO THE POINT OF BEGINNING; THENCE N39°05'10"W 6.16 FEET; THENCE N39°05'10"W 48.33 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 2523.75 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 190.00 FEET, THROUGH A CENTRAL ANGLE OF 04°18'49" (LONG CHORD BEARS: N41°14'34"W 189.96 FEET); THENCE N43°23'59"W 388.85 FEET; THENCE NORTHERLY ALONG THE ARC OF A 473.46 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 484.61 FEET, THROUGH A CENTRAL ANGLE OF 58°38'42" (LONG CHORD BEARS: N14°04'38"W 463.73 FEET); THENCE NORTHERLY ALONG THE ARC OF A 1495.20 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (LONG CHORD BEARS: N17°53'42"E 138.24 FEET), CENTER POINT LIES S74°45'17"E THROUGH A CENTRAL ANGLE OF 05°17'57" A DISTANCE OF 138.29 FEET; THENCE N57°51'25"W 109.90 FEET; THENCE N00°57'36"E 627.82 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 2166.55 FEET AND A RADIAL BEARING OF S24°31'34"W, A DISTANCE OF 210.66 FEET, THROUGH A CENTRAL ANGLE OF 05°34'16" (LONG CHORD BEARS: S62°41'19"E 210.58 FEET); THENCE SOUTHEASTERLY ALONG THE ARC OF A 2166.55 FOOT RADIUS COMPOUND CURVE TO THE RIGHT (LONG CHORD BEARS: S49°56'25"E 749.66 FEET), CENTER POINT LIES S30°05'49"W THROUGH A CENTRAL ANGLE OF 19°55'32" A DISTANCE OF 753.45 FEET; THENCE EASTERLY ALONG THE ARC OF A 434.82 FOOT RADIUS REVERSE CURVE TO THE LEFT (LONG CHORD BEARS: S67°35'12"E 403.02 FEET), CENTER POINT LIES N50°01'21"E THROUGH A CENTRAL ANGLE OF 55°13'05" A DISTANCE OF 419.05 FEET; THENCE N84°49'05"E 108.26 FEET; THENCE S00°01'24"E 179.13 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 653.44 FEET AND A RADIAL BEARING OF N83°37'29"W, A DISTANCE OF 462.77 FEET, THROUGH A CENTRAL ANGLE OF 40°34'38" (LONG CHORD BEARS: S26°39'50"W 453.16 FEET); THENCE S46°57'09"W 627.22 FEET TO THE POINT OF BEGINNING.

TOTAL AREA 12,12,416.8 SQ.FT = 27.83 AC

PARKING SUMMARY

PHASES	NEEDED STALLS	PROVIDED STALLS	PROVIDED TRAILER
PH1	24	125	13
PH2	90	38	0
PH3	108	70	0
PH4	108	142	16
PH5	126	244	31
PH6	42	0	0
PH7	126	353	124
PH8	90	94	0
PH9	126	0	0
PH10	90	128	0
PH11	126	0	0
PH12	126	31	0
PH13	24	0	0
TOTAL	1206	1225	184



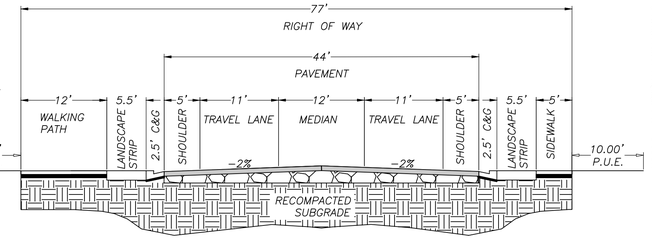
LIST OF AMENITIES

OUTDOOR AMENITIES:
- COURTYARD AT EACH BUILDIGN (AESTHETIC LOUNGE AREAS, FIRE PITS, WATER FEATURES)
- 3 CACTUS ZEN GARDEN AREAS (WATER FEATURE, SHADE TREES, TWO PERGOLAS)
- GROUP RETREAT CENTERS (WITH POOLS AND ACTIVITY AREAS)
- TRAIL CONNECTIVITY TO COMMUNITY TRAILS
- SHADE TREES THROUGHOUT

CLUBHOUSE/HOTEL AMENITIES:
- POOL AREA (SPA, LAP POOL, RECREATIONAL POOL, FIRE PITS, CONNECTION TO BAR & GRILL, CABANAS, LOUNGE CHAIRS)
- BAR AND GRILL
- FITNESS FACILITY
- LOBBY
- 2 CONFERENCE ROOMS
- SAUNA ROOMS
- ENTERTAINMENT STAGE AREA

LAND USE SUMMARY

TOTAL GROSS ACREAGE:	12,12,416.8 SQ.FT
SQ. FT. OF BUILDING FOOTPRINT:	3,74,488.07 SQ.FT.
NUMBER OF ADA PARKING STALLS	38
MIN POOL AREA REQUIRED	2000 SQ.FT.
TOTAL UNITS ALLOWED	403 (15/ACRE)
TOTAL CONDOS UNITS	372 (1116 BEDROOM)
TOTAL GROUP RETREAT CENTER	2
TOTAL HOTEL ROOMS	(60) HOTEL ROOMS
CLUBHOUSE AREA	20,000 SQ FT



BASH PARKWAY
SCALE: N.T.S.

QBV: VOLCANO MOUNTAIN LAVA FLOW (MIDDLE PLEISTOCENE)

MEDIUM- TO DARK-GRAY TO GRAYISH-BLACK, FINE- TO MEDIUM-GRAINED ALKALI BASALT (QBV) WITH SPARSE OLIVINE PHENOCRYSTS; ERUPTED FROM A VENT AT VOLCANO MOUNTAIN (QBVC) SOUTHWEST OF HURRICANE; DIVISIBLE INTO THREE SEPARATE FLOWS (BIEK, 2003A, 2003B); YOUNGEST AND MIDDLE-LEVEL FLOWS YIELDED 40AR/39AR AGES OF 0.258 ± 0.024 MA AND 0.353 ± 0.045 MA, RESPECTIVELY (SANCHEZ, 1995), IN ACCORD WITH K-AR AGES OF 0.289 ± 0.085 AND 0.303 ± 0.30 (BEST AND OTHERS, 1980) ON THE MIDDLE-LEVEL FLOW; MIDDLE-LEVEL FLOW IS DISPLACED ABOUT 240 FEET (73 M) BY THE HURRICANE FAULT AT TIMPOWEAP CANYON AND LOCALLY HAS PILLOW BASALT AT ITS BASE; THE OLDEST LAVA FLOW FLOWED ABOUT 8 MILES (13 KM) DOWN THE VIRGIN RIVER; LAVA FLOWS ARE GENERALLY 35 TO 45 FEET (11-14 M) THICK AND FORM ROUGH, BLOCKY SURFACES, BUT THE MIDDLE-LEVEL FLOW IS AS MUCH AS 170 FEET (50 M) THICK WHERE IT FILLS THE ANCESTRAL VIRGIN RIVER CHANNEL.

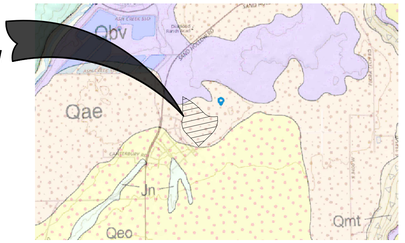
QAE: ALLUVIAL AND EOLIAN DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)

MODERATELY SORTED GRAVEL, SAND, AND SILT DEPOSITED IN SMALL CHANNELS AND ON ALLUVIAL FLATS, AND WELL-SORTED, FINE- TO MEDIUM-GRAINED, REDDISH-BROWN EOLIAN SAND LOCALLY REWORKED BY ALLUVIAL PROCESSES; YOUNGER DEPOSITS (QAE) FORM ACTIVE DEPOSITIONAL SURFACES, WHEREAS OLDER DEPOSITS (QAEO) TYPICALLY FORM INCISED, INACTIVE SURFACES; AS MUCH AS ABOUT 20 FEET (6 M) THICK.

QES: EOLIAN SAND DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)

WELL SORTED, FINE- TO MEDIUM-GRAINED, WELL-ROUNDED, FROSTED QUARTZ SAND; SAND IS RECYCLED PRINCIPALLY FROM THE NAVAJO SANDSTONE AND KAYENTA FORMATION; LOCALLY FORMS SMALL DUNES PARTLY STABILIZED BY VEGETATION; LOCALLY INCLUDES THICK CALCIC SOILS (HARDPAN OR CALICHE); TYPICALLY LESS THAN 20 FEET (6 M) THICK.

PROJECT LOCATION



NOTES

STORM WATER CAN BE LOCALLY DETAINED AND CONTROLLED USING DETENTION BASINS. WATER WILL BE COLLECTED AND DELIVERED TO THE REGIONAL DETENTION BASIN AT THE PROPOSED PARK THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	45.47'	100.00'	45.08'	N14°08'58"E	26°03'09"
C2	37.40'	60.00'	36.79'	S18°59'23"W	35°42'37"
C3	50.87'	60.00'	49.36'	S23°09'06"E	48°34'22"
C4	7.09'	80.00'	7.09'	N44°53'57"W	5°04'40"
C5	67.30'	120.00'	66.43'	S58°25'41"E	32°08'07"
C6	97.58'	545.94'	97.45'	S12°05'54"W	10°14'28"
C7	119.64'	615.94'	119.45'	S12°07'54"W	11°07'43"
C8	43.38'	60.00'	42.45'	S21°50'50"W	41°25'45"
C9	87.30'	149.98'	86.07'	N72°15'44"W	33°21'01"
C10	87.30'	149.98'	86.07'	N72°15'44"W	33°21'01"
C11	14.92'	100.00'	14.90'	N84°36'11"W	8°32'50"
C12	47.99'	100.00'	47.54'	N14°52'22"E	27°29'56"
C13	319.64'	615.94'	316.07'	S32°05'08"W	29°44'01"
C14	283.32'	545.94'	280.15'	S32°05'08"W	29°44'01"
C15	115.66'	150.00'	112.82'	S20°57'27"E	44°10'49"
C16	190.00'	2523.75'	189.96'	N41°14'34"W	4°18'49"
C17	484.61'	473.46'	463.73'	N14°04'38"W	58°38'42"
C18	138.29'	1495.20'	138.24'	N17°53'42"E	5°17'57"
C19	105.45'	1319.34'	105.42'	N58°21'12"W	4°34'46"
C20	205.02'	2166.55'	204.95'	S62°36'50"E	5°25'19"
C21	753.45'	2166.55'	749.66'	S49°56'25"E	19°55'32"
C22	419.05'	434.82'	403.02'	S67°35'12"E	55°13'05"
C23	462.77'	653.44'	453.16'	S26°39'50"W	40°34'38"

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	NONE
LIQUEFACTION	H2 – HIGH2–SIMILAR IN TEXTURE TO 'HIGH' CATEGORY, NO GROUND–WATER INFORMATION
FLOODING	ZONE X–AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	NONE
ROCKFALL HAZARD	NONE
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA – CALICHE
COLLAPSIBLE SOIL	CSA–STREAM/TERRACE ALLUVIUM >=3%
EXPANSIVE SOIL	ESL–LOW SUSCEPTIBILITY TO EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES–SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB–BURIED: AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤10 FEET BENEATH SOIL COVER
WIND BLOWN SAND	WBSH–HIGH: MODERN SAND–DUNE OR SHEET–SAND DEPOSITS
SHALLOW GROUND WATER	NONE

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

PROJECT LOCATION

VICINITY MAP
N.T.S.

OWNERS:

HURRICANE ADVENTUS PHASES 1-5 LLC
CONTACT: BRENT MOSER
TELEPHONE: (801)-793-0346
EMAIL: enhancedhomesofutah@gmail.com

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

NO	DESCRIPTION	DATE	BY
	REVISIONS		

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PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8301

No. 191090
KARL BRADLEY RASMUSSEN
10/13/22
REGISTERED LAND SURVEYOR
STATE OF UTAH

PRE PLAT PLAN:
HURRICANE ADVENTUS PHASES 1-5
LOCATED IN SECTION 12, T42S, R14W, SLB.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 10/13/2022
SCALE: 1"=80'

JOB NO.
281-010

SHEET NO:
1 OF 1

FULL SITE PLAN

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

PRELIMINARY PLAT APPLICATION

For office use only: $150.00 Fee
File No. 2022-PP-21
Receipt No. 8-161003

Name: Western Mortgage & Realty Company Telephone: (509) 521-9354

Address: 950 E. Foster Wells Road Pascoe, WA 99301 Fax No. _____

Email: ttippett@westernmort.com Agent Email: enhancedhomesofutah@gmail.com

Agent (If Applicable): Brent Moser Telephone: (801) 793-0346

Address/Location of Subject Property: Aprox. 1600 S Sandhollow Road. Hurricane, UT

Tax ID of Subject Property: H-4-2-11-31031 Zone District: R1-6

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) 1 additional lot for Aerie (Marla) Resorts and common area for Resort Parking.

Submittal Requirements: The preliminary plat application shall provide the following:

____ 1. Description: In a title block located in the lower right-hand corner of the sheet the following is required:
- ✓ a. The proposed name of the subdivision.
- ✓ b. The location of the subdivision, including the address and section, township and range.
- ✓ c. The names and addresses of the owner or subdivider, if other than the owner.
- ✓ d. Date of preparation, and north point.
- ✓ e. Scale shall be of sufficient size to adequately describe in legible form, all required conditions of Chapter 39, City Subdivision regulations.

____ 2. Existing Conditions: The preliminary plat shall show:
- ✓ a. The location of the nearest monument.
- ✓ b. The boundary of the proposed subdivision and the acreage included.
- ✓ c. All property under the control of the subdivider, even though only a portion is being subdivided. (Where the plat submitted covers only a part of the subdivider's tract, a sketch of the prospective street system of the unplatted parts of the subdivider's land shall be submitted, and the street system of the part submitted shall be considered in light of existing Master Street Plan or other Commission studies.)
- ✓ d. The location, width, and names/numbers of all existing streets within two hundred (200) feet of the subdivision and of all prior streets or other public ways, utility rights of way, parks and other public open spaces, within and adjacent to the tract.
- N/A e. The location of all wells and springs or seeps, proposed, active and abandoned, and of all reservoirs or ponds within the tract and at a distance of at least one hundred feet (100') beyond the tract boundaries.
- ✓ f. Existing sewers, water mains, culverts, or other underground facilities within the tract, indicating the pipe sizes, grades, manholes and the exact locations.
- ✓ g. Existing Hurricane Canal Company facilities; other ditches, canals, natural drainage channels and open waterways and any proposed realignments.

PRELIMINARY PLAT APPLICATION page 5 (General Information)

PURPOSE

The preliminary plat application is the first step in land development process in those instances where land is divided for eventual sale. The process is established to ensure that all proposed divisions of land conform to the City General Plan and to adopted development standards of the Land Use Ordinance.

WHEN REQUIRED

The preliminary plat is required any time land is to be divided, re-subdivided or proposed to be divided into two (2) or more lots, parcels, sites, units, plots or other division of land for the purpose, whether immediate or future, for offer, sale, lease or development either on installment plan or upon any and all other plans, terms and conditions. It is not required on agricultural divisions where the agricultural parcel is divided to be combined with another agricultural parcel, nor is it required when two un-subdivided properties are merged, or where the boundary between two un-subdivided properties are adjusted.

The preliminary plat must be approved before a final plat can be processed and recorded.

Subdivision approval process:

- Determine current zoning for property.
- If zoning fits desired subdivision, meet with Planning staff to discuss the proposed project.
- Obtain a preliminary plat application form and complete the application and have a plat prepared by an engineer to meet the requirements on the preliminary plat application.
- Submit completed application, preliminary plat, and required $150 fee to Planning Department before noon on the Wednesday two weeks before desired Planning Commission meeting. (See submittal dates sheet)
- Appear at the scheduled Planning Commission meeting to discuss preliminary plat, hear comments, answer questions, and receive recommendation of approval or disapproval from Planning Commission.
- Appear at the next scheduled City Council meeting that occurs after the Planning Commission meeting at which a recommendation was received. Hear City Council comments, answer questions, and receive City Council decision. City Council can approve the plat with conditions, recommend changes and send it back to the Planning Commission, or deny the plat.

If the preliminary plat is approved, have construction drawings for utilities and streets prepared by an engineer according to Hurricane City standards. Construction drawings must be approved by both the Hurricane Joint Utilities Committee and the Ash Creek Special Service District. Approval means changes are made and all required signatures are obtained.

Once the preliminary plat is approved by the City Council, the applicant has one year after receiving approval of the preliminary plat to submit the final plat to the Planning Commission for action. The Planning Commission may authorize a one-year time extension, provided the extension request is made before the one-year time limit is reached. The Planning Commission will review and make recommendation to the City Council on the final plat

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
:ss
COUNTY OF Washington

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

Western Mortgage + Realty Co.
(Property Owner)

Vice President
(Property Owner)

Subscribed and sworn to me this 13th day of May 2024.

(Notary Public)

ASHLEY BLACKNER
NOTARY PUBLIC
STATE OF UTAH
MY COMM. EXPIRES MAY. 07, 2024
711906

Residing in: Hurricane, UT

My Commission Expires: 5/7/2024

Agent Authorization

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

_____
(Property Owner)

_____
(Property Owner)

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

_____
(Notary Public)

Residing in: _____

My Commission Expires: _____

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-PP-21
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Western Mortgage and Realty Company
Agent:	Brent Moser
Request:	Approval of a Preliminary Plat
Location:	Approximately 1600 S Sand Hollow Road
Zoning:	RR
General Plan Map:	Planned Community

Planning Commission:

The Planning Commission recommended approval subject to staff and JUC comments.

Update 10/13/2022: This item was continued last meeting due to the applicant turning in updates too late to be reviewed. The applicant turned in a new plan to justify having multiple roadways dead-end in a parking lot. Staff sent this updated plan through another JUC review and the following comments were received:

Parks: Are roads accessing detention/park area public or private? If private then the parks department is against this being a city park. Park will need to be built to city park standards including size/acreage. Park design, installation, and construction will need to be coordinated with the parks department.
Streets: What areas will drain to the detention basin? How will these plans affect the existing storm drain south of Marla?
Fire: New units must follow current development standards. Temporary turnarounds needed.
Engineering: Include park parcel in the final plat dedications. How large is this parcel? Gateway to Sand Hollow Drainage Study shows 16.9 acre feet must be stored here. Preferably the parking lot would be a public street with on street parking however this would cause double frontage lots. Roadway dedication for Sand Hollow Road should be contained in this plat.

Discussion: The applicant is requesting an additional phase to the Marla at Elim Valley development. This plan will add nine additional resort lots and common areas for parking. Marla was initially the first phase of the old Elim Valley development, while it was initially planned as a long-term residential community the zoning was changed to resort after the old development was discontinued.

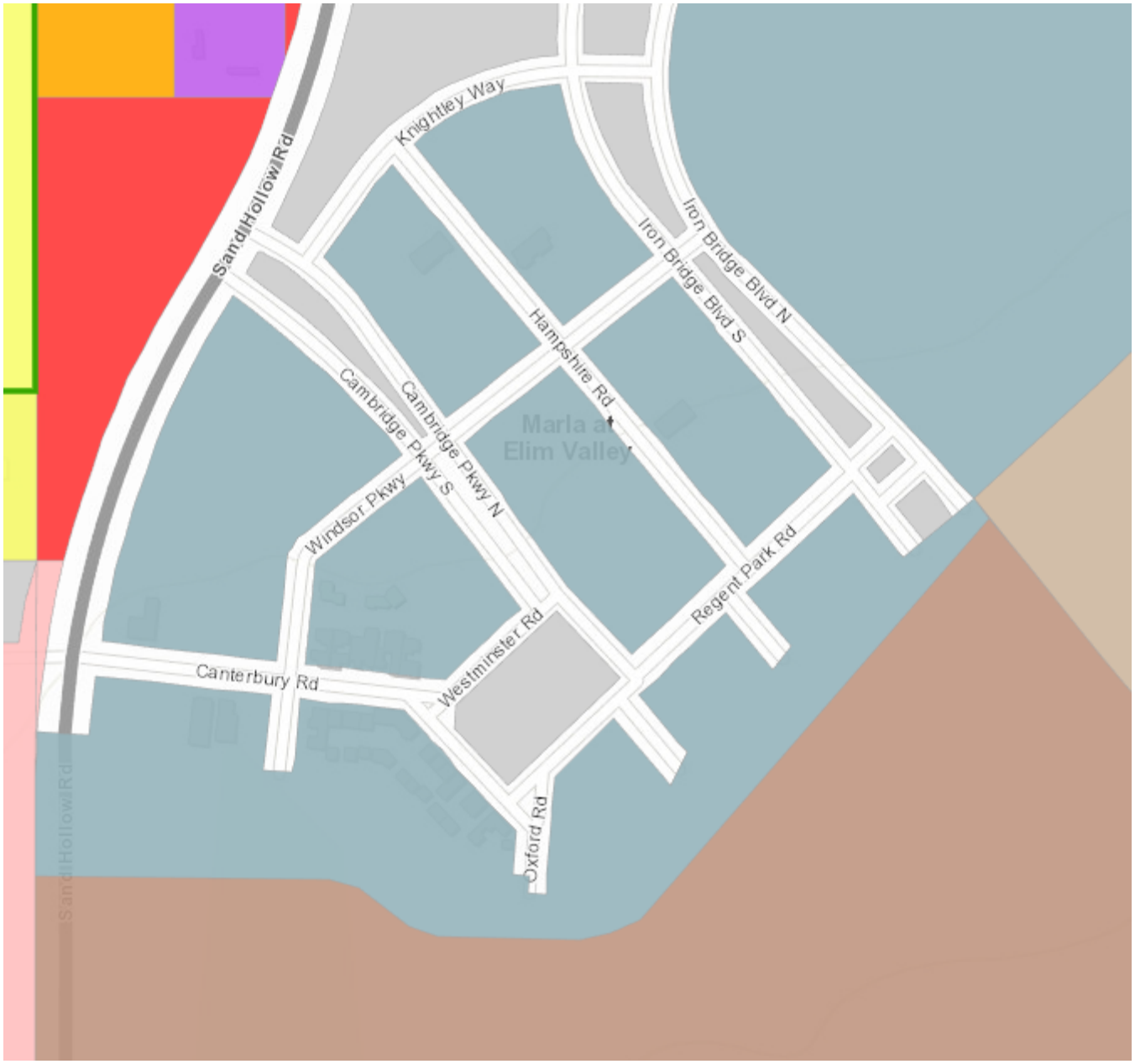
Location is approximate

JUC Comments
Water: No comments.
Cable: No comments.
Power: Dixie Power area. Transformer in front of F-13.
Sewer: No comments.
Engineering: Engineer needs to submit information sufficient to indicate vertical and horizontal alignments are maintained. Check survey details. The southern boundary for Ironbridge Blvd south is discontinued here. Hurricane design standard 3.2.4.4.5 (A) specifies that no road shall be ended without a properly designed cul-de-sac turnaround. Why aren't the streets being extended to the next property owner over? Streets over 150' require a temporary turnaround. No indication of a smooth change from

64’ ROW to 52’ ROW on the southern end. Most of Sand Hollow Road is on parcel H-4-2-11-31031. It seems the right of way for Sand Hollow Road hasn’t been dedicated yet. Will typical PUE be dedicated on the extension of Windsor Parkway, Oxford Road, and Ironbridge Blvd south
Streets: No comments.
Fire: Fire code analysis. Turnarounds needed.

Staff Comments: Preliminary Plat

1. The area is zoned Recreation Resort. The Marla RR area included a buffer area on the southern and eastern side that these updates expand into. After review, the addition falls within the Recreation Resort Zone.



Hurricane Zone Map

2. Zone district is Recreation Resort not R1-6 as noted on the application.

3. The applicant has indicated to staff that the common area on this plat is dedicated for parking.
4. **Amenities:** The addition of nine lots brings the total number of lots to 132. The existing Marla development has pools, a clubhouse, and pickleball courts in the development, which is sufficient.
5. **Connectivity:** Hurricane City Code states:
   Sec. 10-39-11. - Subdivision streets and fencing.
   A. Relation to adjoining street systems.
   1. The arrangements of streets in new subdivisions shall make provision for the continuation of the existing streets to adjoining areas insofar as such may be deemed necessary by the Planning Commission for public requirements. New streets within subdivisions shall not preclude future access to adjoining properties.

The plat as designed dead ends the public streets known as Sterling Road and Wyndspoint Road. Staff recommends that the Planning Condition require that these roads continue to the properties to the east. Dead-ending already existing public roadways instead of allowing them to continue through to neighboring properties is a poor planning design. The applicant has submitted an updated plan that shows that these roadways be expanded into a regional stormwater basin area. This generally aligns with a location for a future stormwater pond. The applicant should include the basin officially in the plat, and not just as an exhibit.

6. Hurricane City Code 10-37-4 states:

a. *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.*

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. Staff recommends the review of the stormwater pond and placement. It also needs to be clarified if the parking will be dedicated to the City, or if it will be used for the resort.

SITE PLAN FOR:
MARLA PHASE 2

LOCATED IN SECTIONS 1, 2, & 11, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

N
W E
S

60 0 60
SCALE IN FEET

LEGEND

PROPERTY LINE	EXISTING TRAIL
SECTION CORNER AS DESCRIBED	EXISTING EDGE OF PAVEMENT
ADJACENT PROPERTY LINE	PARKING AREA
SECTION LINE	DETENTION BASIN/PARK

SITE PLAN NOTES

1. CONSTRUCT ALL FEATURES PER STANDARD DETAILS UNLESS OTHERWISE NOTED.

TOTAL GROSS ACREAGE:	119,162 SQ.FT
SQ. FT. OF R-O-W	6,590 SQ. FT.
NUMBER OF PARKING SPACES:	188
NUMBER OF ADA PARKING STALLS	54

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NO	DESCRIPTION	DATE	BY

REVISIONS

PROVALUE ENGINEERING, INC.
Engineers- Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307

PROVALUE ENGINEERING

PROFESSIONAL STRUCTURAL ENGINEER
No. 191090
KARL BRADLEY RASMUSSEN
9/22/22
STATE OF UTAH

FINAL PLAT FOR:
MARLA PHASE 2
LOCATED IN SECTIONS 1, 2, & 11, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 9/22/2022
SCALE: 1"=80'

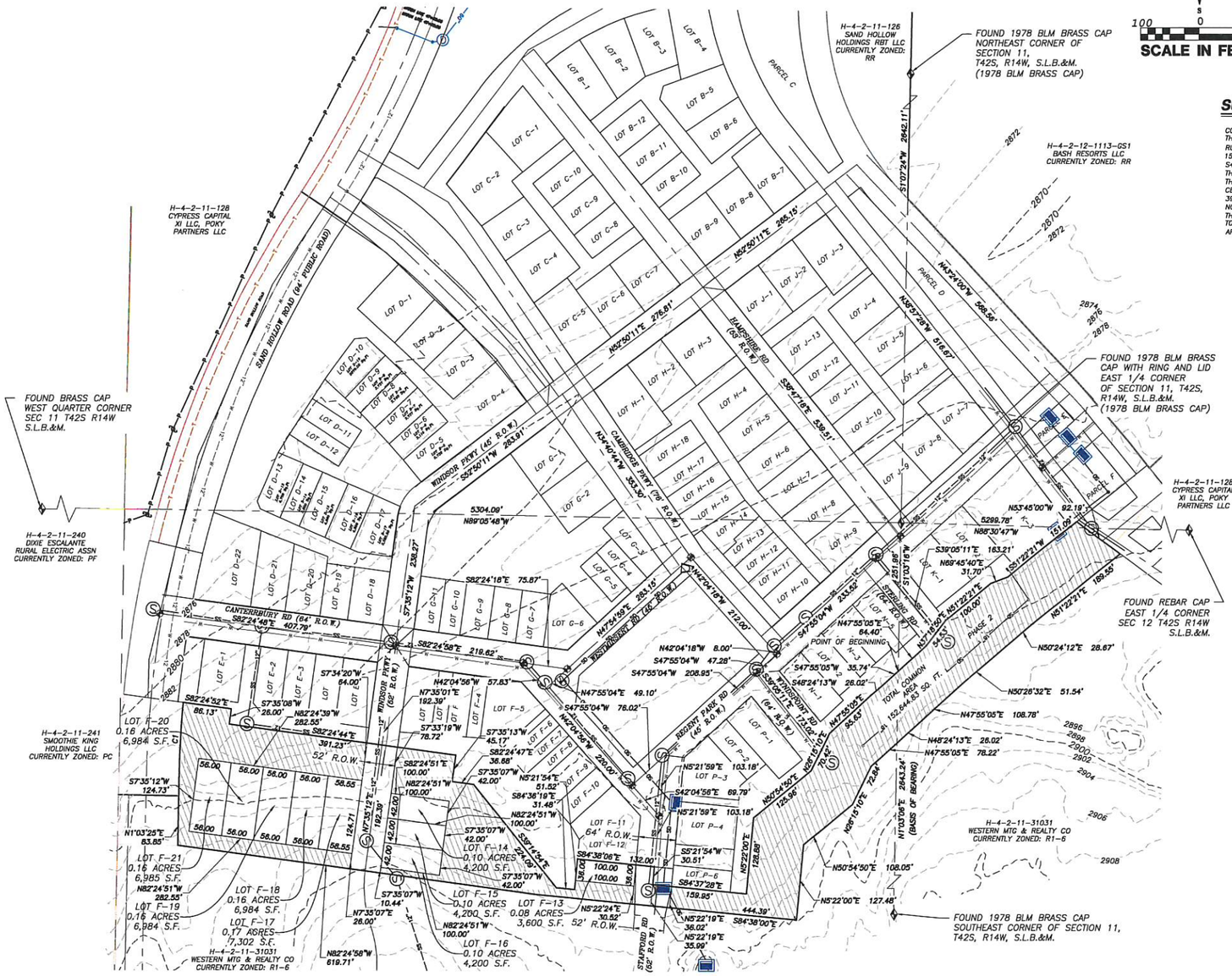
JOB NO.
336-008

SHEET NO:
1 OF 1

PRELIMINARY PLAT FOR:
MARLA PHASE 2

LOCATED IN SECTIONS 1, 2, & 11, T42S, R14W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

CURVE TABLE					
CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	158.08'	1743.98'	158.02'	S2°33'14"W	5°11'36"


H-4-2-11-126
SAND HOLLOW HOLDINGS RBT LLC
CURRENTLY ZONED: RR
FOUND 1978 BLM BRASS CAP NORTHEAST CORNER OF SECTION 11, T42S, R14W, S.L.B.&M. (1978 BLM BRASS CAP)
H-4-2-12-1113-GS1
BASH RESORTS LLC
CURRENTLY ZONED: RR
H-4-2-11-128
CYPRESS CAPITAL XI LLC, POKY PARTNERS LLC
FOUND 1978 BLM BRASS CAP WITH RING AND LID EAST 1/4 CORNER OF SECTION 11, T42S, R14W, S.L.B.&M. (1978 BLM BRASS CAP)
FOUND BRASS CAP WEST QUARTER CORNER SEC 11 T42S R14W S.L.B.&M.
H-4-2-11-240
DIXIE ESCALANTE RURAL ELECTRIC ASSN
CURRENTLY ZONED: PF
FOUND REBAR CAP EAST 1/4 CORNER SEC 12 T42S R14W S.L.B.&M.
H-4-2-11-241
SMOOTHIE KING HOLDINGS LLC
CURRENTLY ZONED: PC
H-4-2-11-31031
WESTERN MTG & REALTY CO
CURRENTLY ZONED: R1-6
FOUND 1978 BLM BRASS CAP SOUTHEAST CORNER OF SECTION 11, T42S, R14W, S.L.B.&M.
SAND HOLLOW ROAD (64' PUBLIC ROAD)
WINDSOR PKWY (66' R.O.W.)
CAMBRIDGE PKWY (76' R.O.W.)
CANTERBURY RD (64' R.O.W.)
STRATFORD RD (66' R.O.W.)
HAMPSHIRE RD (66' R.O.W.)
PARCEL C
PARCEL D
PARCEL E
PARCEL F
PHASE 2
POINT OF BEGINNING
TOTAL COMMON AREA = 152,644.83 SQ. FT.
N1°03'25"E 2643.24' (BASIS OF BEARING)
N89°05'48"W 5304.09'
S89°47'16"E 539.51'
N52°50'11"E 265.15'
N52°50'11"E 276.81'
N43°24'00"W 588.50'
N53°37'28"W 516.67'
N34°40'14"W 353.39'
N53°45'00"W 92.19'
S89°30'47"W 5299.78'
S39°05'11"E 163.21'
N68°45'40"E 31.70'
S12°22'21"W 151.09'
N51°22'21"E 100.00'
S51°18'55"E 251.66'
S47°55'05"W 64.40'
S47°55'05"W 35.74'
S48°24'13"W 26.02'
N47°55'05"E 108.78'
N46°24'13"E 26.02'
N47°55'05"E 78.22'
N50°26'32"E 51.54'
N50°24'12"E 28.67'
S82°24'18"E 75.87'
S82°24'58"E 218.62'
S82°24'52"E 86.13'
S82°24'44"E 391.23'
S82°24'51"E 100.00'
S82°24'51"W 100.00'
S84°36'19"E 31.48'
S84°38'06"E 132.00'
S84°37'28"E 159.95'
S84°36'00"E 444.39'
S5°21'59"E 103.18'
S42°04'56"E 69.79'
S5°21'54"W 30.51'
S5°22'00"E 128.88'
S5°22'19"E 36.02'
S5°22'19"E 35.09'
S5°22'24"E 30.52'
N5°22'00"E 127.48'
N50°54'50"E 108.05'
N26°15'10"E 72.84'
N25°54'50"E 126.96'
N5°21'59"E 103.18'
N5°22'19"E 444.39'
N82°24'51"W 100.00'
N82°24'58"W 619.71'
N7°35'07"E 26.00'
N7°35'12"W 192.38'
N7°35'19"W 78.72'
N7°35'01"E 192.39'
N42°04'18"W 8.00'
N42°04'56"W 57.83'
N47°55'04"E 49.10'
N47°55'04"W 76.02'
N42°04'58"W 200.00'
N42°04'58"W 212.00'
N42°04'58"W 172.62'
N34°40'14"W 233.52'
N34°40'14"W 285.15'
N47°54'58"E 285.15'
S7°35'12"W 238.27'
S7°34'20"W 64.00'
S7°35'08"W 26.00'
S7°35'13"W 45.17'
S82°24'47"E 36.68'
S7°35'07"W 42.00'
S7°35'07"W 42.00'
S7°35'07"W 10.44'
S82°24'51"W 100.00'
S82°24'51"W 100.00'
S82°24'56"W 619.71'
S89°47'16"E 539.51'
S89°47'16"E 220.00'
S89°47'16"E 319.51'
S47°55'04"W 47.28'
S47°55'04"W 208.95'
S47°55'05"W 76.02'
S48°24'13"W 26.02'
S47°55'05"W 35.74'
S47°55'05"E 64.40'
S39°05'11"E 163.21'
S51°18'55"E 251.66'
S51°22'21"W 151.09'
S51°22'21"E 189.55'
S51°22'21"E 100.00'
S51°07'24"W 2646.11'
S7°35'12"W 238.27'
S7°35'13"W 192.38'
S7°35'07"W 42.00'
S7°35'07"W 42.00'
S7°35'07"W 10.44'
S82°24'51"W 100.00'
S82°24'58"W 619.71'
N1°03'25"E 83.85'
N82°24'51"W 282.55'
N7°35'07"E 26.00'
N82°24'39"W 282.55'
N7°35'12"W 124.71'
N7°35'19"W 124.73'
N82°24'52"W 86.13'
N82°24'44"W 391.23'
N82°24'51"W 100.00'
N82°24'51"W 100.00'
N82°24'58"W 619.71'
N5°21'54"E 51.52'
N5°21'59"E 103.18'
N5°22'24"E 30.52'
N5°22'00"E 127.48'
N5°21'59"E 103.18'
N5°21'54"W 30.51'
N5°22'00"E 128.88'
N5°22'19"E 36.02'
N5°22'19"E 35.09'
N5°22'24"E 30.52'
N5°22'00"E 127.48'
N50°54'50"E 108.05'
N26°15'10"E 72.84'
N25°54'50"E 126.96

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-35
Receipt No. _____

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@civilscience.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
The purpose of this ZC application is to transfer the existing RR zoning of 3.737 acres from the north area and move it south as shown on the exhibit as 8.357 acres. A decrease of 0.266 acres.

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: _____

PLANNING & ZONING
HURRICANE CITY
UTAH
147 N 870 W Hurricane UT
PHONE: 435.635.2811 FAX: 435.635.2184

ZONE CHANGE APPLICATION

For office use only: $500.00 Fee
File No. _____
Receipt No. _____

Name: 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@civilscience.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: RR & A-5

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) RM-1 (with PDO)
The RM-1 with PDO overlay area totals 18.363 acres containing townhome units for a density of 4.2 D.U./acre. The PDO will provide a recreation building, parking and park area.

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: _____

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-43
Receipt No. _____

Name: Chris Wyler Telephone: 435-467-2216

Address: 444 E Tabernacle Bld B Ste 201, St. George 84770 Fax No. _____

Email: wyltile@gmail.com Agent Email: bwalker@civilscience.com

Agent (If Applicable): Civil Science Telephone: 435-668-4023

Address/Location of Subject Property: 5200 West 2500 South Pecan Valley

Tax ID of Subject Property: H-4138-B Zone District: Resort Rec

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) Proposed 299 town home units and 17 condo units with a recreation commercial building, parking, and RV/boat parking area on 48.2 acres.
The preliminary site plan application is has 2 proposed zoning of RM-1 with PDO and RR.

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
____ 7. Signed and notarized Acknowledgment Water Supply (see attached)

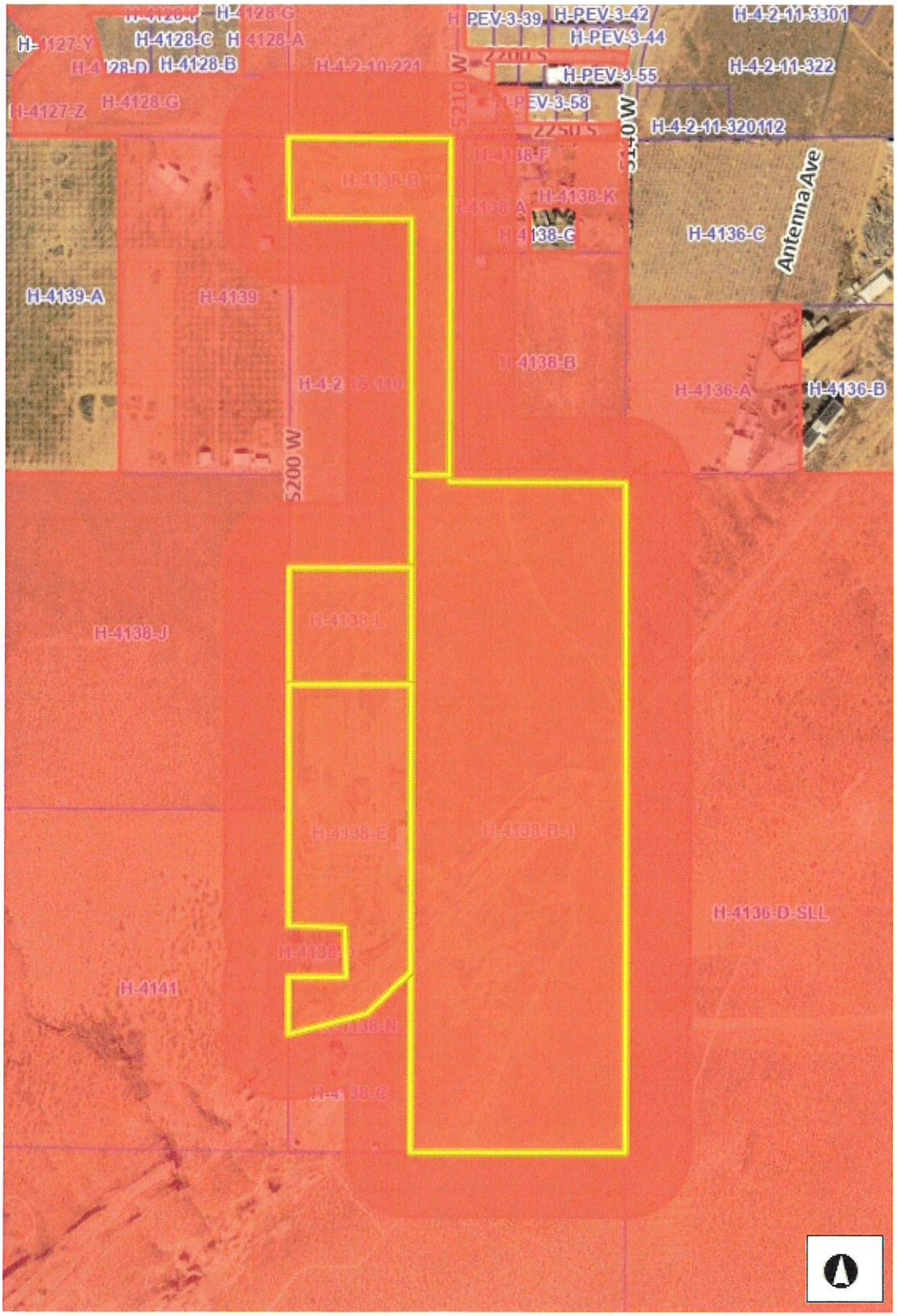
NOTE: It is important that all applicable information noted above is submitted with the application. An incomplete application will not be scheduled for Planning Commission consideration. Planning Commission meetings are held on the second Thursday and the fourth Wednesday of each month at 6:00 p.m. 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: _____

Pecan Valley ZC



Legend

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

Notes

Pecan Valley Resort
Zone Change
Radius = 250'
9/12/2022

1,504.7 0 752.33 1,504.7 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

HUNTER LYNDSEY
H-4138-D
2413 S 5300 W
HURRICANE, UT 84737

SPEARS JOSHUA & BRANDI
H-PEV-3-50
1541 S 2400 E
HEBER CITY, UT 84032

STRATTON MARK L & AMYE C
H-4138-F
1925 TURF SOD RD
HURRICANE, UT 84737-3144

SANDS OF TIME ESTATES LLC
H-4139
2092 S 5200 W
HURRICANE, UT 84737

SYCAMORE VILLAGE LLC
H-4-2-10-221
2804 E 2000 S
SAINT GEORGE, UT 84790

WYLER CHRISTOPHER W
H-PEV-3-60
5202 W 2250 S
HURRICANE, UT 84737

LAW HOLDINGS LLC
H-4138-A
5202 W 2250 S
HURRICANE, UT 84737

FREI LOWELL H TR
H-4138-N
2845 S 5300 W
HURRICANE, UT 84737

PECAN VALLEY HOLDINGS LLC
H-4138-B-1
5202 W 2250 S
HURRICANE, UT 84737

BLAKE THOMAS A TR
H-4138-J
124 N MAIN
LA VERKIN, UT 84745

COOK JOHN & MELINDA
H-4-2-15-110
15 N MOSS HILL DR
BOUNTIFUL, UT 84010

PECAN VALLEY HOLDINGS LLC
H-4138-L
5202 W 2250 S
HURRICANE, UT 84737

STRATTON DYLAN
H-4138-K
PO BOX 803
NEW HARMONY, UT 84757

ALCOA HOLDINGS LLC
H-4128-A
1204 E SILVER SHADOWS DR
WASHINGTON, UT 84780

ALCOA HOLDINGS LLC
H-4128-G
1204 E SILVER SHADOWS DR
WASHINGTON, UT 84780

FREI LOWELL H TR
H-4138-C
2845 S 5300 W
HURRICANE, UT 84737

PECAN VALLEY HOLDINGS LLC
H-4138-B
5202 W 2250 S
HURRICANE, UT 84737

LH FREI LLC
H-4141
2845 S 5300 W
HURRICANE, UT 84737

PISTACHIO ORCHARDS LAND LLC
H-4136-A
2501 S ANTENNA AVE
HURRICANE, UT 84737

WYLER CHRISTOPHER
H-4-2-10-224
5202 W 2250 S
HURRICANE, UT 84737

UTAH STATE
H-4136-D-SLL
113 E 200 N STE 202
SAINT GEORGE, UT 84790

PECAN VALLEY HOLDINGS LLC
H-4138-B
5202 W 2250 S
HURRICANE, UT 84737

PECAN VALLEY HOLDINGS LLC
H-4138-E
5202 W 2250 S
HURRICANE, UT 84737

COCCIMIGLIO DAVE
H-PEV-3-59
1885 E 10225 S
SANDY, UT 84092

ZONE: R1-10

ZONE: RA-1

UTAH STATE
DESERT SANDS
ZONE: PDO

EAST 1/4 CORNER OF SECTION 15, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN

5140 WEST STREET

DIXIE SPRINGS DRIVE

ZONE: R1-10

PECAN VALLEY

ZONE: RR

STRATON
ZONE: A-5

PECAN VALLEY RESORT
(PHASES 1-4)
ZONE: RR

PECAN VALLEY
RESORT
ZONE: RR

PECAN VALLEY
ESTATES
ZONE: R1-15

N 89°41'43" W

5210 WEST STREET

ZONE: RR

PECAN VALLEY
RESORT
CURRENT ZONE: RR
PROPOSED: PDO

CURRENT ZONE: A-5
PROPOSED: RR

CURRENT ZONE: RR & A-5
PROPOSED: PDO

S 47°49'50" W 237.75'

S 84°55'08" E 479.95'

N 0°33'28" W 191.12'

S 6°32'06" W 317.12'

S 88°52'21" E 226.17'

N 86°45'54" W 220.69'

ZONE: RA-1

SYCAMORE
VILLAGE
ZONE: R1-10

COOK
ZONE: A-5

LOWELL FREI
ZONE: A-5

HUNTER

N 1°05'38" E 947.24'

N 1°07'48" E 444.19'

N 1°07'48" E 225.98'

5200 WEST STREET

RIVER
HEIGHTS
ZONE: R1-10

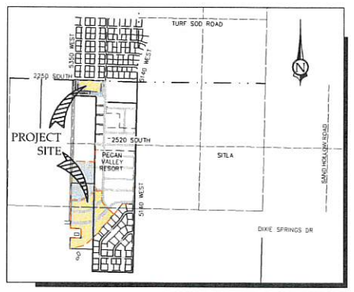
SANDS OF TIME
ESTATES LLC
ZONE: A-5

THOMAS BLAKE
ZONE: A-5

LH FREI LLC
ZONE: A-5

9/12/2022

CivilScience
Engineers | Surveyors | Solutions
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



PARCEL H-4138-E & H-4138-L
COMBINED LEGAL DESCRIPTION

BEGINNING AT A POINT N 89°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 NORTH-EAST 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°49'50" W 237.75 FEET, (2) THENCE S 76°32'06" 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. 20170055011, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE ALONG SAID PARCEL THE FOLLOWING THREE (3) COURSES, (1) S 88°52'21" E 226.17 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 84°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

- AREA OF ZONE CHANGE APPLICATION
- PROPOSED PDO ZONING (18.363 ACRES, 4.2 D.U./ACRE)
- PROPOSED NEW RR ZONING (8.357 ACRES, 5.1 D.U./ACRE)
- EXISTING RR ZONING

- EXISTING APPROVED RR ZONING REMOVED = 8.623 ACRES
- NEW PROPOSED RR ZONING ADDED = 8.357 ACRES
- **TOTAL REDUCED RR ZONING = -0.266 ACRES**

PECAN VALLEY HOLDINGS LLC
5183 W 2040S
HURRICANE, UT 84737

CHRIS WYLER
WYLTILE@GMAIL.COM

ZONE CHANGE EXHIBIT
RESORT RECREATION
PECAN VALLEY

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/20/2022**
Application Number:	2022-ZC-35 2022-PSP-43
Type of Application:	Zone Change and Preliminary Site Plan
Action Type:	Legislative
Applicant:	Pecan Valley Holdings LLC
Agent:	Chris Wyler/Civil Science
Request:	A Zone Change from A-5 and RR to RM-1 PDO and RR
Location:	5300 W 2600 S
Zoning:	A-5 and RR
General Plan Map:	Planned Community

Planning Commission Recommendation
The Planning Commission recommends denying the application on the grounds of inadequate infrastructure.

Discussion:

The applicant has again brought in a zone change for an additional 15 acres to the Pecan Valley development. This plan removes even more space from the recreation resort area and into the PDO area and shows zone boundaries that follow street lines.

	Zoning	Adjacent Land Use
North	A-5	Undeveloped property
East	RR, R1-15	Pecan Valley Resort and Pecan Valley Estates

South	A-5, RA-1	Undeveloped property
West	A-5	Undeveloped property

Map is approximate

Zone Change Factors:

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 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.*

RM-1 PDO is generally considered to be an acceptable density within the Planned Community portions of the General Plan Map.

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 multifamily 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: The adjoining properties are mostly zoned agricultural, with the exception of the already approved phases of Pecan Valley Resort. Staff has some concerns about multifamily adjacent to agricultural zoned land; however, no properties in the immediate vicinity of the southern property are being used for agricultural production at this time.

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 higher density residential uses move further into the agriculturally zoned area. The movement of the resort zoning will increase the overall number of resort units and thus increase the impact of the resort zoning.

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 necessary before public facilities and services will be

adequate to serve the property. The property is remote, and there are concerns from the Fire District and the Streets Department with additional units on Turf Sod Road until a connection to Dixie Springs Drive is established. The applicant has signed planned to extend many of these services to the property, but may need to provided additional upgrades with the additional units.

Other Considerations:

As this zone change does involve rezoning 8.357 acres to Recreation Resort, the analysis under Hurricane City Code Recreation Resorts 10-26-5 must be done:

> *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. Pecan Valley Resort exceeds 20 acres; however, this would decrease the resort zoning by 0.266 acres (previous submission reduced it by 0.367 acres).
3. There are no master planned roadways adjacent to this property. The nearest master planned roadway is 5140 West, 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.

Preliminary Site Plan Review

The applicant is requesting preliminary site plan review for the area being considered for rezoning and the future phases of the already approved Pecan Valley Resort. Preliminary plats will be required for all of these phases.

JUC Comments:

Some comments are from earlier submissions

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: Second access needed to handle high density traffic flow.
Sewer: A lot of off-site sewer will be needed for this property. May need a regional lift station.
Engineering: 5200 W is 5350 W. The property should be acquired to connect 5350 W through. The Hunter and Lowell Frei parcels should be accessible from a public street.
Fire: Water supply and access
Gas: No concerns.
Cable: No comments

Staff Comments:

1. **Density:** The applicant is proposing 4.2 units per acre, RM-1 zoning allows up to six units per acre. The applicant is proposing 71 long-term townhome units and 228 resort townhome units.
2. The applicant is proposing that the already approved parking lot and clubhouse area on the north end of Pecan Valley Resort be zoned RM-1 PDO. The applicant has indicated to staff that this would be a recreation/community center open to the public.
3. **Amenities:** The total Pecan Valley Resort area has 473 units. Per HCC 10-26-4: Two clubhouses with 2,000 sq ft of nonoffice space and four pools of at least 2,000 sq ft are required. Two clubhouses are shown and the Planning Commission has approved a larger pool amenity with enhanced features in the phase 1 amenity area.
    a. The Planning Commission may approve an alternative amenity package. Staff would be broadly supportive of some level of alternative compliance on this overall plan due to the fact that the code requiring amenities was passed during the design and construction of the overall resort area. The relevant codes are:
        i. *Alternative compliance, such as splash pads, sports courts, and open space amenities may be considered by the Planning Commission to offset other amenities requirements.*
        ii. *Pools: Pools may be combined for an enhanced amenity area with the approval of the Planning Commission.*
    b. Staff has serious concerns with counting the proposed recreation/community center as an amenity for the resort when it is not zoned Recreation Resort and instead zoned RM-1 PDO. Other resorts in the city have been required to provide all of their amenities within the recreation resort zoning and have not been allowed to count amenities in other zones.
    c. Another consideration is that HCC 10-26-4 states that: "*These amenities should be centrally located and have walking trails or sidewalks for access. Where applicable,*

multiple amenities should be placed throughout the property to ensure equitable access." With this addition the amenities are clustered around the northern end of the property. Some sort of amenity should be placed on the southern end of the property.

4. **Parking:** A full parking plan will be needed for the preliminary plat approval. Most units will have garages sized enough to meet the requirements of, *"two parking spaces per unit or one space per bedroom, whichever is higher" (HCC 10-26-6 E)*
    a. Previous submissions have indicated that 100 RV parking spaces are provided within the recreation resort zone. 94 spaces are required for the entire resort area.
5. While staff has no issues with long-term residential in this area staff has serious concerns with the plan as presented with regards to the integration of the two uses on the site plan. Staff has had problems in the already built portions of Pecan Valley where there is an approved resort on one street and long-term residential on another where people have bought in the long-term area thinking it was the short-term, which causes confusion for property owners and noise and parking issues for residents. This plan mitigates this from the previous plan by not having long-term and short-term units sharing a building but where they share a street and where the units will theoretically be identical looking the problems that exist in other phases of Pecan Valley will persist.
6. The applicant is proposing that 3.737 acres of resort zoning be removed from the northern property and 3.370 acres be added to the southern property. This change increases the number of approved resort units within Pecan Valley by 23 additional units.
7. Planned Development Overlays (PDO) are required to be a minimum of 5 acres. The proposed resort is a total of 3.737 acres. This zoning is attached to the resort and the other PDO. Generally speaking, the applicant is seeking to exchange property from Resort to PDO without changing the use and justifying an expansion of resort zoning. Because of this, staff would generally recommend that the clubhouse/fitness area remains in the same zone and that the Planning Commission consider the southern zone change independently.
8. Hurricane City Code 10-37-4 states:
    a. *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.*
    b. The City has generally interpreted this code to mean that developments should not be approved without an adequate, approved, and bonded for plan to install facilities and infrastructure to the property. The Sewer District has expressed concerns about sewer capacity. Also, the Fire District has serious concerns about increasing units and density along Turf Sod Road, which does not have a second access, and there are plans for an improved second access to the property to Dixie Springs Drive once connected to 5140 West. These plans have been signed, but the improvements have not been installed.

Findings:
Staff makes the following findings:

1. The application, for the most part, meets the standards of the General Plan and the General Plan Map.
2. Generally, the uses are not harmonious with most of the surrounding development.
3. The proposed amendment will have an impact on the area, although it is within the parameters of the General Plan.
4. Utility services are currently inadequate to serve the area and proposed project however, plans are already in motion to bring services to the property. The applicant has signed a plan to extend many of these services to the property, but may need to provide additional upgrades with the additional units.
5. The application meets some but not all of the requirements of rezoning to Recreation Resort, however this application will decrease the overall resort zoning in the area but increase the number of resort units.
6. Staff has concerns about the quality and enforceability of the proposed site plan

Recommendation: Staff recommends the City Council review this application and the zone change based on standards and considers residents' comments. Staff believes this is the best plan the applicant has presented yet but would like staff's concerns about layout and utilities in the area.

ORDINANCE NO 2022-60

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-4138-B, H-4138-L AND H-4138-E FROM AGRICULTURE-5 (A-5) TO RECREATION RESORT (RR) AND RESIDENTIAL MULTIFAMILY-1 (RM-1) PLANNED DEVELOPMENT OVERLAY (PDO), AND RECREATION RESORT (RR) TO MULTIFAMILY-1 (RM-1) PLANNED DEVELOPMENT OVERLAY (PDO)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries,

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

1. That Parcel H-4138-B, H-4138-L AND H-4138-E from Agriculture-5 (A-5) to Recreation Resort and Residential Multifamily-1 (RM-1) planned development overlay, and recreation resort to rm-1 planned development overlay shown in the following legal description and map attached in Exhibit A.
2. That the attached site plan is approved as shown in Exhibit B

PASSED AND APPROVED on this 20th day of October 2022.

Hurricane City

_____
Mayor

Attest:

_____
Cindy Beteag, City Recorder

The foregoing Ordinance was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of October 2022. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, Recorder

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

SITE PLAN