



HURRICANE CITY UTAH

Mayor

City Manager

Nanette Billings Kaden DeMille

City Council

Joseph Prete
Dave Sanders
David Hirschi
Kevin Thomas
Doug Heideman

Hurricane City Council Meeting Agenda

April 6, 2023
4:00 PM

City Council Chambers 147 N 870 W, Hurricane

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

4:00 p.m. - Work Meeting

1. Discussion regarding impact fees for culinary and secondary irrigation water. - Hurricane City Water Department
2. Report on and discussion regarding a drought contingency plan. - Hurricane City Water Department

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Introduction of the 2023-2024 Hurricane City Royalty

Declaration of any conflicts of interest

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.

CONSENT AGENDA

1. Minutes of the Regular City Council Meeting for March 16, 2023
2. Approval of Memorandum of Understanding regarding participation in a Transparent Billing Grant.
3. Consideration and possible approval of an Amended Final Plat for Hurricane Storage Units Lot 1 located at 132 N Old Highway 91. Hurricane Holdings IA LLC (Kenneth Wong) Applicant. Bush & Gudgeon Inc (Gregg Meyers) Agent.

OLD BUSINESS

1. Consideration and possible approval of **amendments to the airport lease templates**. -Dave Houston
2. Discussion and possible **support of including Hurricane City's Frog Hollow Dam Property in an Environmental Assessment for BLM property** to be paid for by Greater Zion to assess the impact of mountain biking trail improvements at various locations.

NEW BUSINESS

1. Consideration and possible approval of **an easement and access agreement for water and stormwater lines in the Obsidian Resort**. Agent Pro Value
2. Public Hearing to take comments on the following:
 - a. Consideration and possible approval of a **Sensitive Lands Application located at approximately 5700 W Regional Park Dr.**
 - b. A request for a **road abandonment of the southern portion of 300 North directly adjacent to 278 E 300 N**. Parcel number H-230.
3. Consideration and possible approval of a **Sensitive Lands Application located at approximately 5700 W Regional Park Dr**. Washington County Applicant. Jeff Mathis Agent
4. Ordinance 2023-05: Consideration and possible approval of a **Request for a Road Abandonment of the southern portion of 300 North directly adjacent to 278 E 300 N**. - Russell LeBaron
5. Consideration and possible approval of a **Grading Permit for Bench Lake Townhomes directly adjacent to 1100 West**. - Scott Stratton
6. Ordinance 2023-ZC-07: Consideration and possible approval of a **Zone Change Amendment request located at approximately 3071 S 1100 W, from RA-0.5/PDO, residential agriculture one unit per half acre with a planned development overlay, to M-1, light industrial. Parcel numbers H-3396-D and the southern portion of H-3396-E**. Diamond Edge Construction LLC Applicant. ProValue Engineering-Karl Rasmussen Agent.
7. Consideration and possible approval of a **preliminary plat for SkyRim, a mixed use development consisting of 15 single family lots, 129 townhomes, 372 apartments, and six commercial buildings, located at 3000 W State St**. Brad Brown Applicant.
8. Consideration and possible decision **regarding locking the Equestrian Park gate**
9. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

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

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

_____ for the City Recorder



STAFF COMMENTS

Report on and discussion regarding a drought contingency plan. - Hurricane City Water Department

Discussion:

Under the current Regional Water Supply Agreement ("RWSA") with the WCWCD and other municipalities, when there is insufficient water to satisfy the needs of the cities and towns, then: "the District shall (i) apportion Water Supplies among the Municipal Customers in accordance with a shortage sharing plan adopted by the Municipal Customers, or (ii) if such a plan has not been adopted, reduce deliveries of District Water Supplies proportionately, based on the Municipal Customers' and Retail Customers' existing demand relative to the aggregate demand of the Municipal Customers and Retail Customers." RWSA 4.5.3(c).

In other words, when there is water shortage due to drought, the current agreement says that the municipalities are to agree how to apportion the remaining water, but if no agreement can be reached, then the District will determine how to reduce deliveries of water based on existing demand.

To avoid making these types of decisions in the midst of a drought crisis, it is being discussed that the district and the municipalities should agree to a drought contingency plan prior to a potential crisis. Included in the packet is a slide show presentation put together by the WCWCD that outlines the current draft drought contingency plan. The purpose of placing this item on the Council's agenda is to inform the Council of ongoing discussions and obtain any feedback the Council may have on the proposed drought contingency plan.

Findings:

Recommendation:

Attachments:

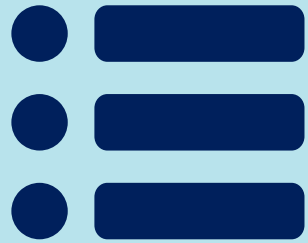
1. Slide (updated)

Washington County Water Conservancy District

Drought Contingency
Planning Stakeholder Meeting



Drought Contingency Planning Components



Establish
Drought
Stages

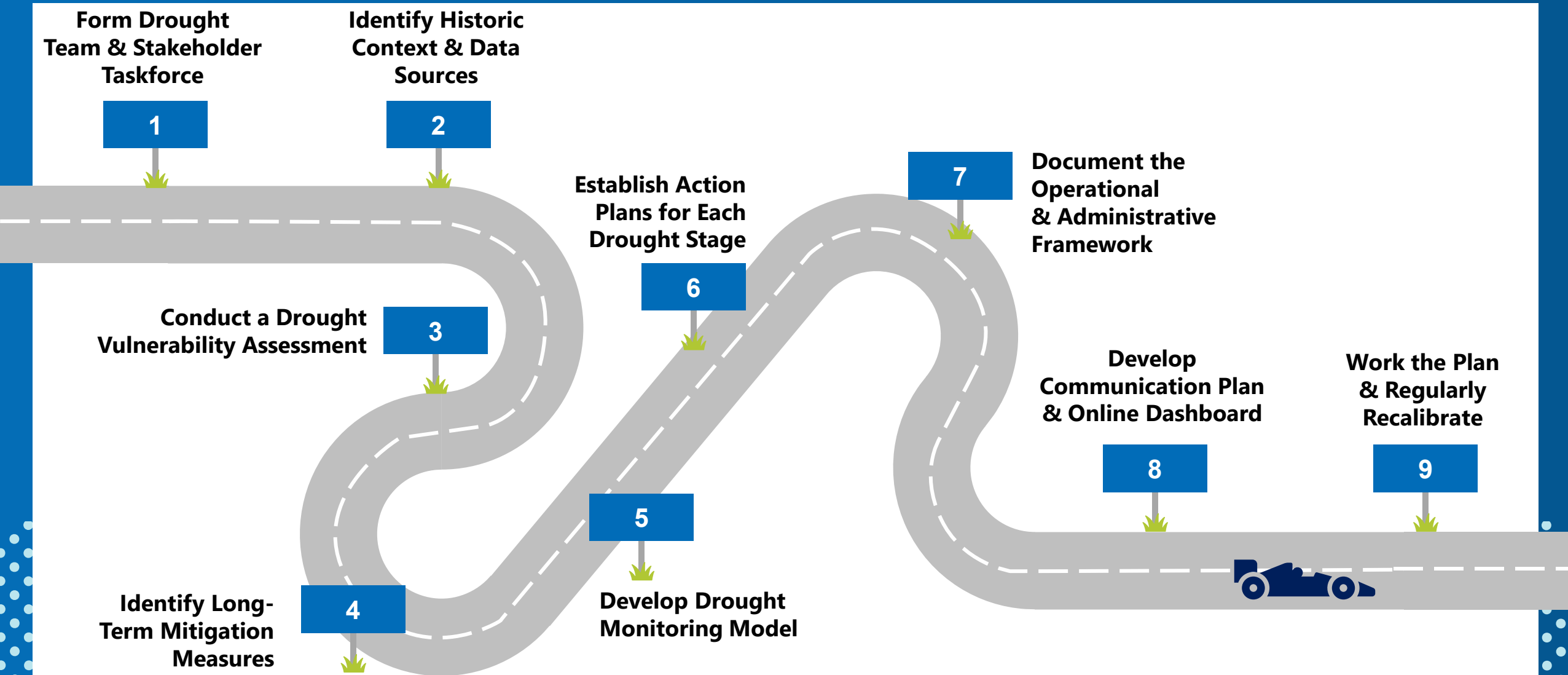


Identify Action
Plan for Each
Stage

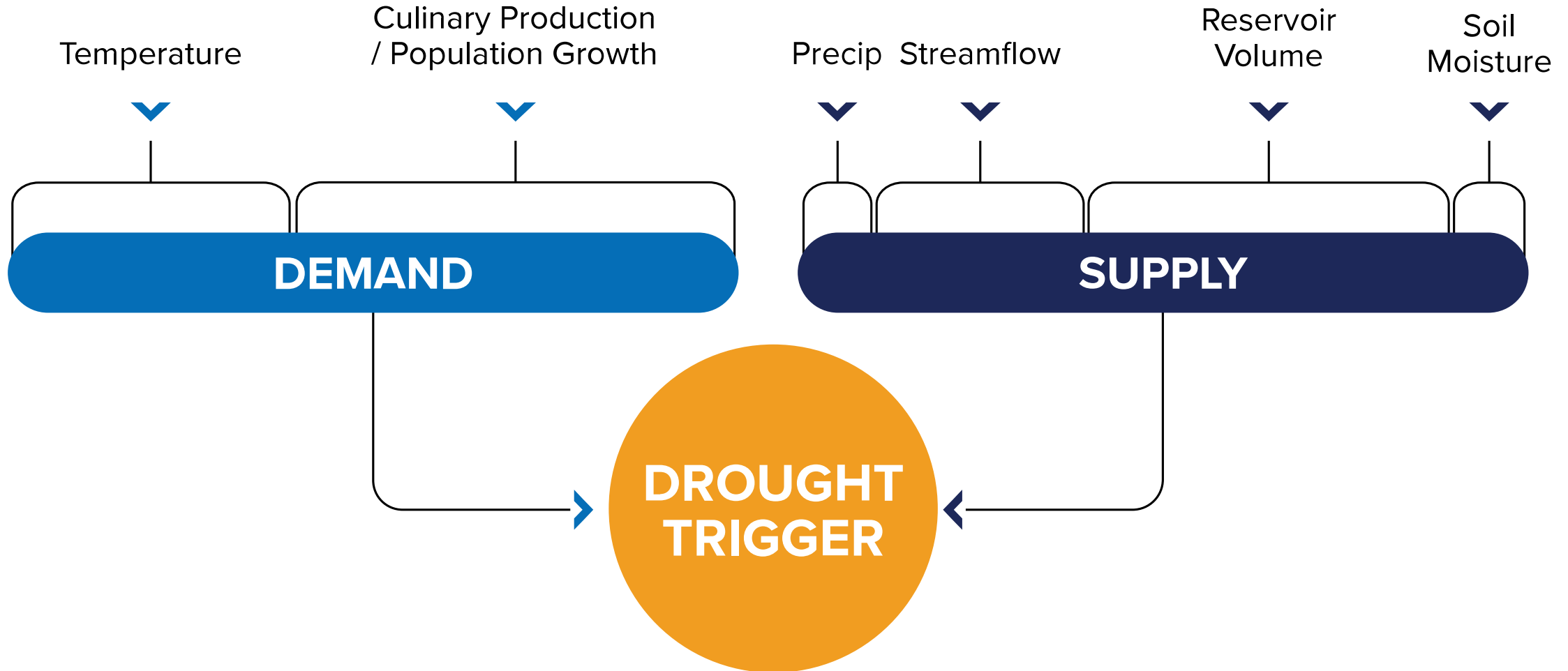


Ongoing
Monitoring
Procedure

WaterSmart Framework



Model – Based on Local Data



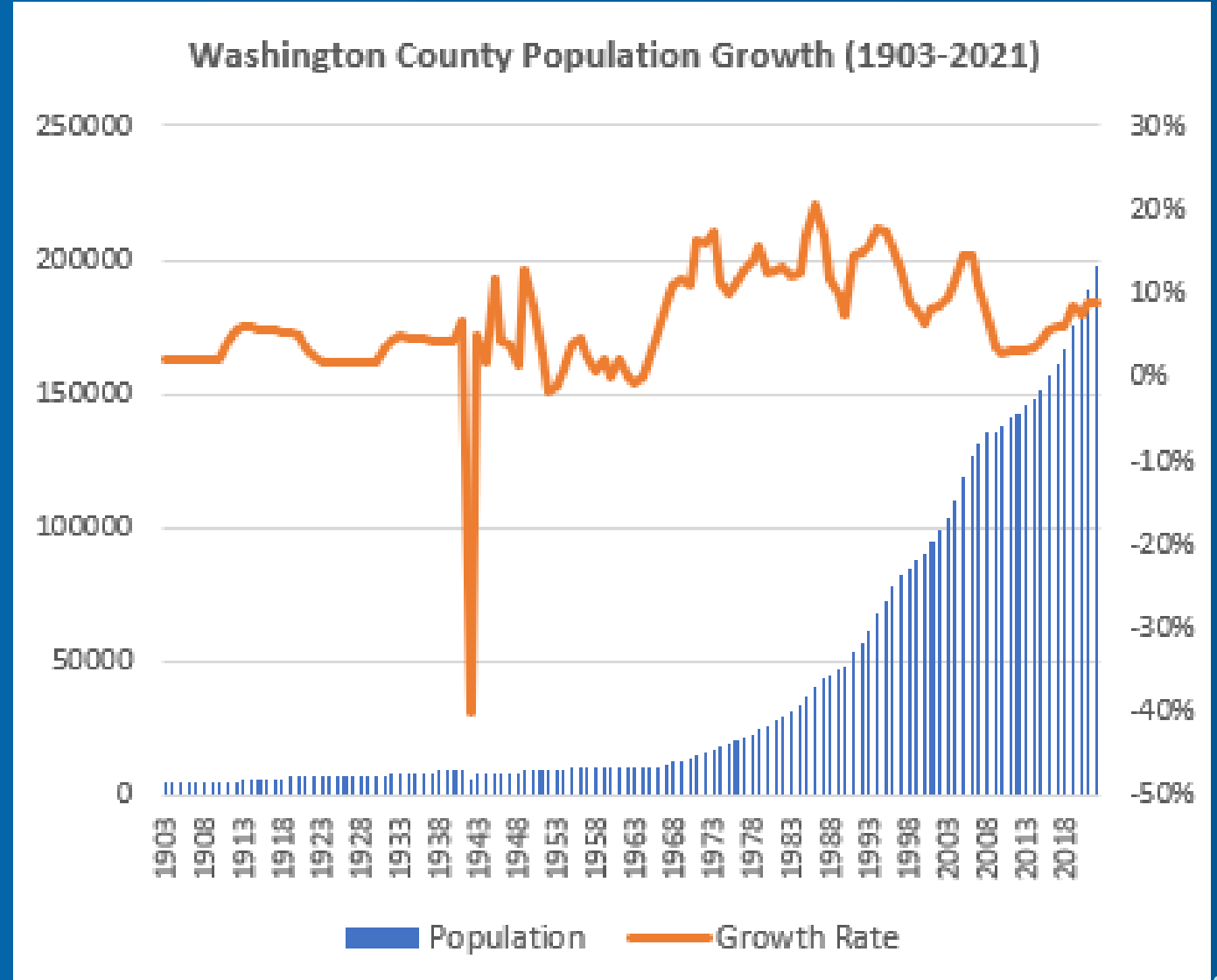
Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Water Availability	NORMAL Sustainable Supply	ABNORMALLY DRY Supply Drawdown	PROLONGED DROUGHT Diminished Supply	ESCALATED DROUGHT Deteriorated Supply	EXTREME DROUGHT Depleted Supply
Response Stage	CONSERVE	CAUTION	CONCERN	CRISIS	CATASTROPHIC

Historic Drought Model vs Pop. Growth

Year	DROUGHT STAGE											
	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
1967	0	0	0	0	0	0	0	0	0	1	0	0
1968	0	0	0	0	0	0	0	0	0	1	1	0
1969	0	0	0	0	0	0	0	1	0	0	0	1
1970	1	1	1	1	1	0	0	0	0	1	0	0
1971	1	1	1	1	0	1	1	0	1	0	0	0
1972	2	2	2	2	2	1	2	1	0	0	0	0
1973	0	0	0	0	0	0	0	0	0	0	0	0
1974	2	2	2	2	2	2	0	1	2	0	0	0
1975	0	0	0	0	0	0	0	0	0	0	0	0
1976	1	1	1	1	1	0	0	1	0	0	1	1
1977	2	2	2	2	1	1	1	1	1	2	2	1
1978	0	0	0	0	0	0	0	0	0	1	0	0
1979	0	0	0	0	0	0	1	0	2	1	0	1
1980	0	0	0	0	0	0	0	0	0	0	0	1
1981	1	1	1	1	1	1	0	0	0	0	1	1
1982	0	0	0	0	0	0	0	0	0	0	0	0
1983	0	0	0	0	0	0	0	0	0	0	0	0
1984	1	1	1	1	0	0	0	0	0	0	0	0
1985	0	0	0	0	1	1	0	2	0	0	0	1
1986	1	1	1	1	1	1	0	1	0	0	0	1
1987	1	1	1	1	1	1	0	0	1	0	0	0
1988	0	0	0	0	0	0	1	0	0	1	1	0
1989	2	2	2	2	1	1	1	0	1	1	1	2
1990	1	1	1	1	1	1	0	0	0	0	0	0
1991	1	1	1	1	1	1	1	1	0	1	0	1
1992	1	1	1	1	0	0	0	0	0	0	0	0
1993	0	0	0	0	0	0	0	0	0	0	0	1
1994	2	1	1	1	1	1	1	1	1	1	1	2
1995	0	0	0	0	0	0	0	0	0	0	0	0
1996	1	1	1	2	2	3	2	3	0	0	0	0
1997	0	1	1	0	1	0	0	0	0	0	0	0
1998	0	0	0	0	0	0	0	0	0	0	0	0
1999	0	0	0	0	0	0	0	0	0	1	1	1
2000	1	0	0	0	0	1	1	1	1	0	0	1
2001	0	0	0	0	0	0	0	0	1	1	0	0
2002	1	1	2	2	2	2	2	2	1	1	1	1
2003	1	1	1	1	2	2	2	2	2	2	1	1
2004	2	2	2	2	2	2	2	1	1	0	0	1
2005	0	0	0	0	1	0	1	0	0	0	0	0
2006	0	0	0	0	0	0	0	0	0	0	0	0
2007	1	2	2	2	2	2	2	1	1	1	2	0
2008	1	1	1	1	1	1	1	1	1	1	1	0
2009	0	0	0	0	0	0	0	0	1	0	0	0
2010	0	0	0	0	0	0	0	0	0	0	0	0
2011	0	0	0	0	0	0	0	0	0	0	0	0
2012	0	0	0	0	0	0	0	0	0	0	1	0
2013	1	1	1	1	1	1	0	0	0	0	0	0
2014	1	1	1	1	1	1	1	0	0	1	1	0
2015	0	0	0	1	0	1	0	1	1	0	0	0
2016	0	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	1	0	0	0	0	0
2018	0	0	0	1	1	1	1	1	1	0	0	0
2019	0	0	0	0	0	0	0	0	0	0	0	0
2020	0	0	0	0	0	0	0	1	0	0	0	0
2021	1	1	2	1	1	1	1	1	1	0	1	0
2022	1	1	1	1	1	1	1	0	0	0	0	0



Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

Drought Stage	Residential	Municipalities	Water Providers
STAGE 0 CONSERVE	Follow the district's recommended seasonal irrigation schedule. No irrigation in the summer between 10 a.m. and 8 p.m. Repair leaks and water use inefficiencies. Participate in district rebate programs and free community classes.	Encourage/incentivize water wise landscaping. Communicate water consumption data to residents. Model sustainable water use strategies. Encourage restaurants to serve water by request only. Minimize hotel laundry use by encouraging patrons to reuse linens and towels.	Consistently communicate water conservation objectives. Provide public communication materials to all communities. Reinforce sustainable use messaging. Conserve and secure additional water sources for population growth. Develop and maintain infrastructure. Identify and repair leaks. Plan and prepare for future drought.

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

Drought Stage	Residential	Municipalities	Water Providers
STAGE 1 Caution	Follow recommended irrigation frequency and/or duration. Raise lawn mower blades to 3-4 inches. Voluntary limit indoor water use.	Reduce irrigation of public facilities by 20% Communicate drought conditions to the public. Target indoor conservation messaging to high water users.	Update communications for drought stage. Focus water management to maintain reservoir and aquifer levels. Increase water use education through smart, comparative billing. Monitor groundwater use to avoid depletion

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

Drought Stage	Residential	Municipalities	Water Provider
STAGE 2 Concern	Follow mandatory irrigation schedule; irrigation of only trees and shrubs recommended. Do not install grass. Enhanced monitoring for failing to comply with irrigation schedule and/or other water waste activities. Only wash cars at commercial facilities Refrain from non-essential draining and refilling of swimming pools. Reduce indoor water use by 10%.	Reduce irrigation of public facilities by 40%. Restrict construction water use. Prohibit use of misting systems. Prohibit use of ornamental fountains. Designate staff to assist with enforcement and public outreach.	Provide communication materials to communicate severity of drought stage. Petition State for limitation on aquifer drawdown. Increase leak detection and repair efforts. Begin voluntary transfers of irrigation water right to potable use. Implement indoor water audit incentive program. Suspend non-essential system maintenance activities, including flushing.

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

Drought Stage	Residential	Municipalities	Water Providers
STAGE 3 Crisis	Grass irrigation prohibited; irrigation of trees and shrubs only allowed via drip irrigation or by hand watering. Discourage new landscaping. Conduct water audits. Reduce indoor water use by 20%	Prohibit installation of grass. Prohibit irrigation of non-functional grass. Prohibit car washing unless at a commercial facility. Prohibit non-essential draining and refilling of swimming pools. Implement enforcement measures for failure to comply with conservation measures. Turn off outdoor water features, including recreational water splash pads. Provide indoor water audits. Restrict high commercial water use. Institute a temporary building moratorium.* Prohibit use of water for dust control, except as required to protect public health.	Provide crisis communication and enforcement support to municipalities. Rebalance water deliveries by population not limited by delivery contract. Actively negotiate temporary transition of municipal irrigation water rights to supplement potable water supplies. Weekly monitoring of drought conditions.

* After entering stage three, city councils will timely implement a building moratorium pursuant to Utah State Code for the duration of a stage three or four drought.

Drought Stages

WATER AVAILABILITY AND RESPONSE STAGES

Drought Stage	Residential	Municipalities	Water Providers
STAGE 4 Catastrophic	No outdoor water use. Reduce indoor water use by 30%.	Eliminate all outdoor irrigation. Prohibit recreational water use. Aggressive enforcement including water shutoffs.	Provide emergency communication services. Limit contract water deliveries.

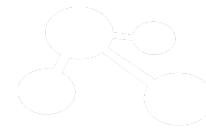
Stage Breakpoint Setup

OPTION 1

Year	DROUGHT STAGE											
	Month											
1	2	3	4	5	6	7	8	9	10	11	12	
1967	0	0	0	0	0	0	0	0	1	0	0	
1968	0	0	0	0	0	0	0	0	1	1	0	
1969	0	0	0	0	0	0	0	1	0	0	1	
1970	1	1	1	1	1	0	0	0	1	0	0	
1971	1	1	1	1	0	1	2	1	0	0	0	
1972	2	2	2	2	2	2	3	1	0	0	0	
1973	0	0	0	0	0	0	0	0	0	0	0	
1974	2	2	2	2	2	2	0	2	2	0	0	
1975	0	0	0	0	0	0	0	0	0	0	0	
1976	1	1	1	1	1	0	0	1	0	0	1	
1977	2	2	2	2	1	2	1	1	2	2	2	
1978	0	0	0	0	0	0	0	0	2	0	0	
1979	0	0	0	0	0	0	1	0	2	0	2	
1980	0	0	0	0	0	0	0	0	0	0	1	
1981	1	1	1	1	1	1	0	0	0	1	2	
1982	0	0	0	0	0	0	0	0	0	0	0	
1983	0	0	0	0	0	0	0	0	0	0	0	
1984	1	1	1	1	0	0	0	0	0	0	0	
1985	0	0	0	0	1	1	0	2	0	0	1	
1986	1	1	1	1	1	2	0	2	0	0	1	
1987	2	2	2	2	1	1	0	1	0	0	0	
1988	0	0	0	0	0	0	1	0	2	1	0	
1989	2	2	2	2	2	1	2	0	1	1	2	
1990	1	1	1	1	1	1	0	0	0	0	0	
1991	1	1	1	1	1	1	1	1	2	0	1	
1992	1	2	1	1	1	0	0	0	0	0	0	
1993	0	0	0	0	0	0	0	0	0	0	1	
1994	2	1	1	1	1	2	1	2	1	1	2	
1995	0	0	0	0	0	0	0	0	0	0	0	
1996	1	1	2	2	2	3	2	3	0	0	0	
1997	0	1	1	0	1	0	0	0	0	0	0	
1998	0	0	0	0	0	0	0	0	0	0	0	
1999	0	0	0	0	0	0	0	0	2	2	1	
2000	1	0	0	0	0	1	1	1	0	0	1	
2001	0	0	0	0	0	0	0	0	1	1	0	
2002	2	2	3	3	3	3	3	3	1	1	1	
2003	2	2	2	2	3	3	3	2	3	3	1	
2004	2	2	2	2	2	2	2	2	0	0	1	
2005	0	0	0	0	1	0	1	0	0	0	0	
2006	0	0	0	0	0	0	0	0	0	0	0	
2007	1	2	2	3	3	3	2	2	1	1	3	
2008	1	1	1	1	1	1	2	1	1	1	0	
2009	0	0	0	0	0	0	0	0	1	0	1	
2010	0	0	0	0	0	0	0	0	0	0	0	
2011	0	0	0	0	0	0	0	0	0	0	0	
2012	0	0	0	0	0	0	0	0	0	1	0	
2013	1	1	1	1	1	1	0	0	0	0	0	
2014	1	1	1	1	1	1	1	0	0	1	1	
2015	0	0	0	1	0	1	0	1	1	0	0	
2016	0	0	0	0	0	0	0	0	0	0	0	
2017	0	0	0	0	0	0	1	0	0	0	0	
2018	0	0	0	1	2	2	1	1	1	0	0	
2019	0	0	0	0	0	0	0	0	0	0	0	
2020	0	0	0	0	0	0	0	2	0	0	0	
2021	1	1	2	2	1	2	1	1	1	0	1	
2022	1	1	1	1	1	1	1	0	0	0	0	

OPTION 2

Year	DROUGHT STAGE											
	Month											
1	2	3	4	5	6	7	8	9	10	11	12	
1967	0	0	0	0	0	0	0	0	1	0	0	
1968	0	0	0	0	0	0	0	0	1	1	0	
1969	0	0	0	0	0	0	0	1	0	0	1	
1970	1	1	1	1	1	0	0	0	1	0	0	
1971	1	1	1	1	0	1	1	0	1	0	0	
1972	2	2	2	2	2	1	2	1	0	0	0	
1973	0	0	0	0	0	0	0	0	0	0	0	
1974	2	2	2	2	2	2	0	1	2	0	0	
1975	0	0	0	0	0	0	0	0	0	0	0	
1976	1	1	1	1	1	0	0	1	0	0	1	
1977	2	2	2	2	1	1	1	1	1	2	2	
1978	0	0	0	0	0	0	0	0	1	0	0	
1979	0	0	0	0	0	0	1	0	2	1	0	
1980	0	0	0	0	0	0	0	0	0	0	1	
1981	1	1	1	1	1	1	0	0	0	1	1	
1982	0	0	0	0	0	0	0	0	0	0	0	
1983	0	0	0	0	0	0	0	0	0	0	0	
1984	1	1	1	1	0	0	0	0	0	0	0	
1985	0	0	0	0	1	1	0	2	0	0	1	
1986	1	1	1	1	1	1	0	1	0	0	1	
1987	1	1	1	1	1	1	0	1	0	0	0	
1988	0	0	0	0	0	0	1	0	0	1	1	
1989	2	2	2	2	1	1	1	0	1	1	2	
1990	1	1	1	1	1	1	0	0	0	0	0	
1991	1	1	1	1	1	1	1	1	1	0	1	
1992	1	1	1	1	0	0	0	0	0	0	0	
1993	0	0	0	0	0	0	0	0	0	0	1	
1994	2	1	1	1	1	1	1	1	1	1	2	
1995	0	0	0	0	0	0	0	0	0	0	0	
1996	1	1	1	2	2	3	2	3	0	0	0	
1997	0	1	1	0	1	0	0	0	0	0	0	
1998	0	0	0	0	0	0	0	0	0	0	0	
1999	0	0	0	0	0	0	0	0	0	1	1	
2000	1	0	0	0	0	1	1	1	1	0	1	
2001	0	0	0	0	0	0	0	0	0	1	0	
2002	1	1	2	2	2	2	2	2	2	1	1	
2003	1	1	1	1	2	2	2	2	2	2	1	
2004	2	2	2	2	2	2	2	1	1	0	1	
2005	0	0	0	0	1	0	1	0	0	0	0	
2006	0	0	0	0	0	0	0	0	0	0	0	
2007	1	2	2	2	2	2	2	1	1	1	2	
2008	1	1	1	1	1	1	1	1	1	1	1	
2009	0	0	0	0	0	0	0	0	1	0	1	
2010	0	0	0	0	0	0	0	0	0	0	0	
2011	0	0	0	0	0	0	0	0	0	0	0	
2012	0	0	0	0	0	0	0	0	0	0	1	
2013	1	1	1	1	1	1	0	0	0	0	0	
2014	1	1	1	1	1	1	1	0	0	1	1	
2015	0	0	0	1	0	1	0	1	1	0	0	
2016	0	0	0	0	0	0	0	0	0	0	0	
2017	0	0	0	0	0	0	1	0	0	0	0	
2018	0	0	0	1	1	1	1	1	1	0	0	
2019	0	0	0	0	0	0	0	0	0	0	0	
2020	0	0	0	0	0	0	0	1	0	0	0	
2021	1	1	2	1	1	1	1	1	1	0	1	
2022	1	1	1	1	1	1	1	0	0	0	0	



EMERGENCY WATER MANAGEMENT PLAN

Current Drought Stage



WHAT DOES THIS MEAN?



RESIDENTIAL		LOCAL MUNICIPALITY		WCWCD	
STAGE	RESPONSE				
Conserve	Normal = Sustainable Supply				
0	• Maintain system for identifying leaks and waste • Voluntary outdoor conservation measures • Continue to practice desert water use strategies				
Caution	Abnormally Dry = Decreasing Supply				
1	• Voluntary limit of indoor water used by: by consolidating dishwasher and clothes washing batches and actively reduce shower and bath volumes • Reduce number of days watered • Raise lawn mower blades to 3-4 inches				
Current Stage					
Concern	▶ Prolonged Drought = Diminishing Supply				
2	• Voluntary landscape trees and shrubs watering only. • Mandatory day of week watering • Prohibit watering from 10 am to 8 pm. Enforce with fines • No new turf • Prohibit water waste from: non-repaired leaks, broken sprinkler head, water running off the property • Car washing restricted to commercial car washes • Encourage reduction in frequency of draining and refilling swimming pools. • Washing down of impervious surfaces with water is prohibited				
Alarm	Escalated Drought = Deteriorating Supply				
3	• No turf grass irrigation • Landscape trees and shrubs hand watering only • Discourage new landscaping • Conduct water audits				
Crisis	Extreme Drought = Depleting Supply				
4	• Reduce indoor water use by 50% • No outdoor use				

Current Drought Stage

DATE: 01/31/2023

CURRENT DROUGHT STAGE

1

SCORE DRIVEN BY DEMAND

	Stage 0	Stage 1	Stage 2	Stage 3	Stage 4
Water Availability	NORMAL Sustainable Supply	ABNORMALLY DRY Supply Drawdown	PROLONGED DROUGHT Diminished Supply	ESCALATED DROUGHT Deteriorated Supply	EXTREME DROUGHT Depleted Supply
Response Stage	CONSERVE	CAUTION	CONCERN	CRISIS	CATASTROPHIC

Next Steps



Consolidate Stakeholder Comments



Get Bureau of Reclamation Comments



District Board Approval



Ongoing Use and Calibration

Thank you! Questions?



| Advanced Engineering and Environmental Services, LLC

Agenda Summary for Hurricane City Council April 6, 2023

Work Meeting

1.

2. Under the current Regional Water Supply Agreement ("RWSA") with the WCWCD and other municipalities, when there is insufficient water to satisfy the needs of the cities and towns, then: "the District shall (i) apportion Water Supplies among the Municipal Customers in accordance with a shortage sharing plan adopted by the Municipal Customers, or (ii) if such a plan has not been adopted, reduce deliveries of District Water Supplies proportionately, based on the Municipal Customers' and Retail Customers' existing demand relative to the aggregate demand of the Municipal Customers and Retail Customers." RWSA 4.5.3(c).

In other words, when there is water shortage due to drought, the current agreement says that the municipalities are to agree how to apportion the remaining water, but if no agreement can be reached, then the District will determine how to reduce deliveries of water based on existing demand.

To avoid making these types of decisions in the midst of a drought crisis, it is being discussed that the district and the municipalities should agree to a drought contingency plan prior to a potential crisis. Included in the packet is a slide show presentation put together by the WCWCD that outlines the current draft drought contingency plan. The purpose of placing this item on the Council's agenda is to inform the Council of ongoing discussions and obtain any feedback the Council may have on the proposed drought contingency plan.

Consent Agenda

1. Approval of the March 16, 2023 meeting minutes
2. The Water Department has been in discussions for more than a year with the Washington County Water Conservancy District regarding collaborating with the Utah Division of Water Rights, the Water District, other cities in the county, and Yoppify to enable the District and cities to send customized water use feedback directly to residents using text, email, or postcards using the Yoppify software. The project will also include messaging to promote targeted conservation programs and to educate residents about excessive water use fees. The City is not obligated to contribute financially, but will collaborate and participate in the program, which will be funded by a grant. The City may immediately withdraw from the agreement at any time. The City Attorney approves the form of the MOU. The Water Department believes that the program will be a benefit to the City, that it will assist in water use education, and recommends approval.
3. The applicant has applied to amend the final plat for Hurricane Storage Units Lot 1 to split off a piece of property into a new Lot 1A. This is the lot with the Max Storage facility on it and would subdivide off the undeveloped part of the property Any further subdivisions within a subdivision require an amended final plat. The Planning Commission gave a positive recommendation on the proposed amended final plat subject to staff and JUC Comments.

Old Business

1. On January 5, 2023, the City Council considered additional amendments to the airport lease templates, including requiring insurance and a personal guaranty for when the tenant is an entity. The proposed amendments were taken from the standard lease for St. George City's hangar lease. The Council directed that the proposed revisions be submitted to the Airport Board for a recommendation. The Airport Board has now made recommendations. The recommendations from the Airport Board are partially in line with the recommendations from the City Attorney, but differ in some respects, as explained below:

Joint Recommendations from the Airport Board and City Attorney:

1. Require Airport Hangar Tenants to maintain the following insurance.
 - a. Aircraft liability insurance, including premise liability, of not less than \$1 million per occurrence.
 - b. Insurance on automobiles that are used off the automobile roadways or stored at the Airport of not less than \$500,000 per accident. This will not apply to vehicles that are driven to and from the airport.
2. Clarification that Tenant is responsible for pollution liability, aircraft damage, and business interruption, and Tenant may purchase insurance to cover those potential losses.
3. Adding a paragraph for a personal guaranty, in which the person that owns a Tenant entity guarantees that the entity will comply with the terms of the lease.
4. Other changes consistent with the above changes and the existing lease language.

Conflicting Recommendations From the Airport Board and the City Attorney:

1. Property Risk Insurance. The City Attorney recommends that, consistent with St. George's lease, Tenants be required to purchase property risk insurance to cover the improvements to the leasehold (the hangar). This type of insurance generally covers the risk of theft, fire, limited weather damage, etc. The Airport Board recommends that this property risk insurance not be required because it is insuring a hangar that the tenant has built. Requiring this insurance will help ensure that there are funds available to repair damaged buildings, so they do not sit in disrepair on the City's property. This insurance will also help protect the City if there is a claim that the damage to the property was the fault of the City--such as a fire spreading through the airport.
2. Disposition of Improvements at the End of Lease Term. The current lease template states that at the end of the 25-year lease, the City has the option to (1) assume ownership of any improvements (the hangar) or (2) sign a new lease with a tenant. These are the same options given to tenants at the St. George airport. This is the standard approach for what is referred to as a "ground lease." In a ground lease, the landowner leases property to a tenant for a nominal amount over an extended period of time, but with the agreement that at the end of the term the landowner has the option to take ownership of any improvements on the land to pay for the below-market rent that has been charged over the long lease period. The Airport Board

recommends that tenants be given the guaranteed right to sign a new lease at the end of the 25-year lease. The City Attorney suggests that if the current language is going to be changed so that the leases are not ground leases and there is a guarantee of a new lease, then the \$0.15 per square foot rental amount should be reevaluated to ensure the City is charging an appropriate amount of rent.

Attachments

The first two attached leases are the proposed revisions to the private and commercial leases including the recommendations from the Airport Board, but not the City Attorney. The second two attachments are the proposed revisions to the private and commercial leases including the recommendations from the City Attorney, but not the Airport Board. All four versions include the language that both the City Attorney and the Airport Board recommend.

Under City Code, Title 2, Chapter 1, the City Council approves each new use and new lease at the City Airport. For ease of administration, adopting a lease template that can be used for all new leases is encouraged. The City Council needs to decide which amendment versions to adopt to be used as templates for leases moving forward.

2. This item relates to the proposed use of the City's Frog Hollow Dam site for the staging area of a mountain biking course and related facilities. In the last City Council meeting, the proposal was tabled indefinitely to allow time for the proponents to work with local ranchers to consider alternate locations. At this time, there does not appear to be a consensus between the local ranchers and the proponents of placing the staging area in the basin of the City's Frog Hollow Dam. Now, Greater Zion is considering paying for an Environmental Assessment of several different locations in the area where the improvements could be located on BLM land. The question before the Council is if the Council would like to have the City's property included in the study as a potential alternative, or if the Council would like the City's property excluded from the various possible locations in the area.

New Business

1. No information provided for summary
2. Public Hearing
3. Washington County is wanting to build a new parks building and emergency operations center on property owned by the county across from the Washington County Fairgrounds. They had previously applied for a preliminary site plan for the building however that was tabled because the proposed use of office and storage buildings are not permitted in the Open Space zoning. They are now coming in with a sensitive lands application. This property is located at the base of the Purgatory Cliffs and has some sloping concerns on the property. The City Council approved a zone change for this application on March 16, 2023 meeting from open

space to public facilities. The Planning Commission gave a positive recommendation subject to staff and JUC comments.

4. The property owner is asking the City to abandon the existing right-of-way on his property. The state gives City's the authority to abandon roadways and dedicated right-of-way. The City Council heard this item back on 8/19/2021, but was not able to move on the item until the applicant had the property surveyed and filed an official petition. That petition has now been filed and is being presented to the City Council.

5. Scott Stratton is seeking a grading permit for Bench Lake Townhomes and 1100 West that runs along the project.

6. The applicant has proposed a zone change for 14.67 acres of the previously approved Horseman's Edge development along 1100 W and south of 3000 S. This property has previously been approved for a PDO development consisting of mostly half-acre to quarter-acre lots, open space access to the Hurricane Cliffs, and 15 short-term rental units catering to the equestrian community. This new zone change would change about 60% of the development to M-1, light industrial; the applicant has told staff they would like to increase the buffer area to the Hurricane Ready-Mix gravel pit. Recommended approval and that Horseman Edge RA-0.5 PDO revert to back RA-.5 Zoning.

7. The applicant has filed a preliminary plat for SkyRim, a mixed use community located east of Walmart. A zone change for this property to Planned Commercial was approved by the City Council late last year with a development agreement in place. The applicant is proposing 15 single family homes, 129 townhomes, 372 apartments, and six commercial buildings. Per the development agreement with the City 10% of the units will have to be affordable for someone making 80% area median income. The City has a well in the middle of the property that they are proposing be made into a public park. There are some off-site utilities that need to be provided and the applicant has told staff they are currently preparing off-site utility construction plans. The Planning Commission gave a positive recommendation on the preliminary plat and approved the preliminary site plan subject to staff and JUC comments.

8. This item was added to the agenda after the cutoff date at the request of Councilmen Thomas, Hirschi, and Heideman. The question for the Council is what type of access the City should allow at the southwest corner of the Equestrian Park.

Key Events and Information:

- In 2019, the City Council approved a site plan for the Equestrian Park. The site plan is included in the packet. The site plan shows only one access point through the Rainbow Canyon subdivision, and there is no indication of a gate on the site plan.
- For several years, the City has been in discussions with the Iverson and Jessop families to purchase for fair market value a strip of land south of the airport to provide a second access to the Park, but the Iverson and Jessop families have declined to sell.

- Mr. Iverson does not have a legal right to access his property through the City's Park. There is no easement--prescriptive or otherwise--allowing access through the Park. The City has the legal right to restrict and otherwise regulate access to its parks.
- There is no agreement between the City and Mr. Iverson regarding access to the City's Park. During the planning of the Equestrian Park, there were discussions about the City potentially providing overnight horse stalls for large equine events, but the Council elected not to provide that service and instead leave it up to the private sector. There were comments that Mr. Iverson's property adjacent to the Park might be a good location to provide boarding, but the City and Mr. Iverson never reached an agreement granting Mr. Iverson exclusive access. Neither has Mr. Iverson granted the City reciprocal access to his property.
- When the City acquired the 40 acres for the Equestrian Park, vehicular access across Frog Hollow Wash was not possible. The reason that vehicular access is now available to Mr. Iverson's property is because the City installed large culverts and built a road over the wash.
- When the City fenced the 40 acres, the contractor placed a gate for convenience leading to the BLM property south of the Park. Until recently, Mr. Iverson and his clients have been using the City Park on a regular basis to access his property, including truck and trailer traffic. Mr. Iverson was driving through the gate onto BLM property and then onto his private property.
- Some time in or before November of 2022, Mr. Iverson cut the City's fence separating the City Park from Mr. Iverson's private property and installed a panel gate, making it so that Mr. Iverson could drive directly into the City's Park without going through the gate onto BLM property. Mr. Iverson did not ask for permission or notify the City that he was cutting the City's fence. At a meeting on November 14, 2022, with the Mayor, Mr. Iverson, and city staff, Mr. Iverson was informed that he did not have permission to cut the City's fence and that he did not have a legal right to access the City Park from the south end. Mr. Iverson agreed to repair the cut fence, which he partially did, and continued to access the Park through the gate into BLM property.
- Because of the topography, the location of the fences, and the lack of road on the BLM property, vehicles using the gate into the BLM property cannot go anywhere except on to Mr. Iverson's property. In other words, a gate for vehicles would provide Mr. Iverson exclusive vehicular access to the City's Park. However, with a small man/horse gate, hikers and horseback riders could hike/ride south crosscountry while staying on BLM land all the way to Moccasin Flats.
- A man/horse gate on the south end of the Equestrian Park would be consistent with the small gate that the City has installed for the Molly's Nipple Trailhead, which exits the Equestrian Park on the east side of the Park.
- City staff is not aware of anywhere else in the City where an adjoining landowner has been given exclusive vehicular access to a City Park. In fact, City staff have restricted access in these situations. For example, some landowners have placed gates in their back yards to gain access to the City Cemetery, which access gates have been locked or closed by the City.

- Last week, City staff placed a lock on the gate going into the BLM property. City staff believe this action is consistent with the site plan approved by the City Council and is consistent with how other residents in the City are treated when it comes to vehicular access to City parks financed by taxpayers.

Staff recommends that access to the Equestrian Park be restricted in the same way that access is restricted to other City Parks, and that no particular person be granted an exclusive vehicular right of access. Staff recommends that a four-foot man/horse gate be placed in the south fence to allow hikers and horseback riders to access the BLM property from the Equestrian Park and hike or ride on public land. Mr. Iverson's horse boarders and clients could also utilize the four-foot gate to access the Equestrian Park. If Mr. Iverson would like to be granted vehicular right of access, City staff recommend a reciprocal arrangement in which the public also gains the same right-of-way access to the Equestrian Park from 1100 West.

9. Closed meeting on property acquisition.



Miss Hurricane 2023-2024

Katelyn Boren

Daughter of Christine Boren



1st Attendant

Apryl DeMille

Daughter of Carla DeMille



2nd Attendant

Liv Dunlop

Daughter of Teresa Dunlop



Miss Congeniality

Katie Jones

Daughter of Kevin & Kristy Jones

Minutes of the Hurricane City Council meeting held on March 16, 2023, in The City Council Chambers at 147 North 870 West, Hurricane, Utah, at 5:00 p.m.

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

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, Assistant Planner Fred Resch III, Planning Technician Brienna Spencer, Street Superintendent Weston Walker, City Engineer Arthur LeBaron, Fire Chief Tom Kuhlman, Financial Supervisor Paige Chapman, and Human Resource Director Selwin Lovell

AGENDA

3:30 p.m. City Council and Planning Commission Joint Work Meeting - Downtown Master Plan Workshop

Stephen Nelson introduced the architectural firm that partnered with the City to develop the Downtown Master Plan. Kaden DeMille explained that the City acquired a metal building. The intended use of the building is for a community gym space. Erection of the building must take place no later than September as a condition of ownership. There are two possible locations for the building. The original suggestion was to erect the building near the Community Center. However, a lot of work needs to take place on the property before erecting the building. There is a possibility of erecting the building next to the swimming pool. There is money set aside to update the pool and gyms. He feels remodeling the swimming pool and attaching the gym space is more cost-effective. The City Council reviewed the pros and cons of each location.

The Planning Commission and City Council participated in several exercises meant to guide the discussion of the Downtown Master Plan.

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

Fire Chief advised the community to stay away from the running water.

Scott Hughes reported that an employee had accepted employment with Rocky Mountain Power, and there will be another open position in the department. The wind stalled the set up of steel structures and self-supports on 600 North, and they plan to start again tomorrow.

Police Chief Lynn Excel advised the community to stay away from the water. Runoff is coming down very swiftly, and the water is cold. Gould's Wash was flowing heavily, but there was no blockage. There was flooding off SR-7 on Sand Hollow Road and the north side of 1150 West. The flood trailer is operational. The department has 11,000 sandbags and has ordered 15,000.

1 He anticipates the City will be prepared for monsoon season. Three officers graduated from the
2 academy last week, and Officer Despain and Thompson are retiring next month.

3 Mayor Billings shared a picture from the news showing a moisture graph from 1983 and noted
4 her concern that flooding could be an issue this year.

5 Paige Chapman reported that the City applied for a grant for the new city office campus and the
6 pressurized irrigation systems.

7 Selwin Lovell reported that the Building Official position was filled, and an offer was extended
8 for a Recreation Coordinator. There are three open positions in the Power Department, and it
9 has been challenging to find qualified applicants. Stephen Nelson reported that the Building
10 Official is scheduled to start early next week.

11 Arthur LeBaron reported that the City is working with the Utah Department of Transportation
12 (UDOT), Scooters Coffee, and Del Taco on adding a right-turning lane on SR-9 for eastbound
13 traffic approaching 700 West. UDOT is concerned about flooding and is not putting any funds
14 toward contingency projects. They have asked the City to cover the cost upfront, and they will
15 reimburse the City for UDOT's portion after July. 700 West is under construction, and 2800
16 West is almost complete. Mr. LeBaron submitted a grant application for funding of the
17 Purgatory road project. Councilman Prete asked for an update on the 3000 South project.
18 Mayor Billings shared that Ash Creek Sewer District has contracted with Interstate Rock to
19 complete the 3000 South project. Councilman Prete asked about Sand Hollow Road and funding
20 from the State Park. Mr. LeBaron reported that there are still discussions to determine the best
21 way to fund the project.

22 Councilman Heideman thanked Weston Walker and the Street Department for clearing Gould's
23 Wash.

24 Councilman Sanders asked for an update on the Goulds Wash detention basin. Mr. LeBaron
25 reported the Bureau of Land Management, the Environmental Protection Agency, and the
26 National Resources Conservation Service are working through the environmental impact
27 statement. He anticipates scheduling a work meeting with the City Council to review the
28 information in August.

29 Fred Resch III shared that the spring cleanup on SR-9 is next Friday. There is a waiver from
30 UDOT that needs to be signed before participating. There has been a lot of success with the
31 code enforcement citation system, and he asked for direction from the City Council regarding
32 sending civil citations for junk in yards. Mayor Billings and Councilman Prete agree that there
33 are circumstances where civil citations are necessary, but they have reservations. Dayton Hall
34 shared that the City Council can determine the fee for civil citations. Councilman Thomas

expressed the importance of implementing a fair ordinance for all citizens, and he does not feel it is necessary to pursue a new ordinance at this time.

Stephen Nelson shared that the gate has been ordered for 1515 West. He reported that the open house for the Downtown Masterplan was well attended. The next open house and the workshop with the City Council and Planning Commission are scheduled for April. The Request for Qualifications for the City Center and Parks Master Plan will be issued in the next two weeks.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer, Thought, and Pledge: Sheila Bushay

Declaration of any conflicts of interest

No conflicts were declared.

Consent Agenda

1. Consideration and possible approval of **Resolution 2023-16 ratifying the previously adopted policy governing the Hurricane American Legion Equestrian Park.**
2. Consideration and possible approval of **memoranda of understanding between the Utah Department of Workforce Services and Hurricane City regarding providing assistance to eligible low-income households for water and power utilities.**
3. Minutes of the Regular City Council meeting for **February 16, 2023**
4. Minutes of the Regular City Council meeting for **March 2, 2023**

Mayor Billings summarized the consent agenda items.

Dave Sanders motioned to approve the consent agenda. Seconded by Kevin Thomas. Motion carried unanimously.

Public Forum – Comments from Public

Kristin Isham reported that Chad Grady is asking for volunteers to gather signatures for the Utah Flag Referendum.

NEW BUSINESS

1. Consideration and possible approval of Resolution 2023-17 amending the rules of order and procedure for meetings of the Hurricane City Council. - Dayton Hall

Dayton Hall reviewed the existing rules governing the City Council since 2012. He explained that Rule No. 1 covers the state code requirements and has several sub-parts. State Code requires at least one City Council meeting per month. State Code defines a quorum, City Council member attendance requirements, special meetings, roll call votes, minimum vote requirements, and rules of conduct. Per State Code, a roll call vote is required for ordinances, resolutions, or anything that poses a liability. He reviewed the situations where a City Council Member or members of the public can be excluded or removed from the meeting. Rule No. 2 explains how items are placed on the agenda. Rule No. 3 sets out the order of agenda items, discussion, debate, and decisions on agenda items. Rule No. 4 requires civility in the meetings. Rules 1-4 are existing. The proposal is to add Rules 5-6. Rule No. 5 sets the deadlines for items placed on the agenda and requires a summary of the item being placed on the agenda. The proposed deadline is Tuesday, the week before the meeting, to allow Staff and the City Council time to review the items on the agenda. He noted that there are exceptions to the cutoff date. Rule No. 6 addresses the procedures for donation requests. The proper procedure is for donation requests to go to the City Administrative Department to be placed on the next budget year. He reviewed the donation request procedure exceptions. Kaden DeMille reported that donations that are not a line item in the budget must go through a public hearing before the funds can be released.

Kevin Thomas motioned to approve resolution 2023-17 amending the rules of order and procedure for meetings of the Hurricane City Council. Seconded by David Hirschi. Doug Heideman, Dave Sanders, Joseph Prete, Kevin Thomas, and David Hirschi – aye. Motion carried unanimously.

2. Consideration and possible approval of Resolution 2023-18 establishing a new power rate schedule for Hurricane City Power. - Scott Hughes

Mayor Billings read the agenda summary provided in the packet. Scott Hughes reported that the Power Board has concluded that a rate increase is necessary immediately. The Power Board recommend increasing rates by ten percent, followed by a rate study. He reported that the City Council approved a rate increase in October. The basis for the amount of that increase in October was that, typically, rates go down in the winter. However, the cost of power continues to increase. Mr. Hughes provided graphs detailing the department's finances throughout the past year. He reported that he supports the ten percent increase. However, he chose to exclude raising the base rate. Councilman Prete shared that the cost of power has increased by fifty percent. However, the rates have only increased by nineteen percent.

1 Kaden DeMille explained that the City's historical budget predictions are no longer accurate due
2 to the volatile nature of the market and economy. He reported that the City can not afford the
3 natural gas generator that the City Council approved. He noted that the issue is not isolated to
4 Hurricane City. Other municipal power entities are struggling financially. He reported that he
5 and the City Accountant needed more time to run the financial analysis on the increase, and he
6 cannot say if the increase is too low or too high. The summer months are the peak time for
7 power consumption, and he is concerned about raising rates in the spring and summer months.
8 Mr. DeMille noted that this proposal will cover the increased power costs, not infrastructure.
9 The only way to fund infrastructure is to wait for impact fees to recover the cost or bond
10 against rates. Mr. Hughes reported that in 2021 the department's operating margin dropped to
11 twenty-one percent, and this year the margin is a deficit of seven percent. Councilman Thomas
12 feels that this is the result of the green agenda movement at the federal level. Affordable
13 resources are no longer accessible. Mr. DeMille stressed that tonight's decision would cover the
14 cost of sales, but there is a chance that another increase will be necessary. He asked if the City
15 Council is agreeable to a rate increase of more than ten percent pending the completion of a
16 rate study.

17 Bruce Zimmerman reported that St. George has only raised their rate by four percent in the last
18 fourteen years. He questions why Hurricane City rates increased by twenty-five percent within
19 one year. Councilman Prete asked Mr. Hughes if St. George City rates were higher than
20 Hurricane City. Mr. Hughes reported that Hurricane City rates would be slightly higher than St.
21 George City with a ten percent increase. However, St. George City is in the process of raising its
22 rates. Mr. Hughes presented a rate comparison chart of local power companies. Councilman
23 Heideman expressed concerns about the implications of purchasing a new generator. He
24 explained that the Power Department operated within its reserve fund for four months.
25 However, at this point, the City is losing money. Councilman Prete agrees with Councilman
26 Heideman; he explained that the City is losing money on power costs and does not have the
27 funds to build the necessary infrastructure. Mr. Hughes reported that the resolution includes
28 the previously approved base rate increase for solar customers.

29 *David Hirschi motioned to approve Resolution 2023-18 establishing a new power rate schedule*
30 *for Hurricane City Power. Seconded by Kevin Thomas. Dave Sanders, Joseph Prete, David Hirschi,*
31 *Kevin Thomas, and Doug Heideman – aye. Motion carried unanimously.*

32 **3. Consideration and possible approval of Resolution 2023-19 appointing members to the**
33 **Beautification Committee. - Doug Heideman**

34 Mayor Billings read the names of the citizens appointed to the Beautification Committee. The
35 newest committee members are Helen Baringer, Sheila Bushay, Amanda Pectal, and Chris
36 Henderson.

1 *Doug Heideman motioned to approve resolution 2023-19 appointing members to the*
2 *Beautification Committee. Seconded by Joseph Prete. David Sanders, David Hirschi, Kevin*
3 *Thomas, Doug Heideman, and Joseph Prete – aye. Motion carried unanimously.*

4 **4. Discussion and consideration of an Amended Final Plat for Gateway North Industrial**
5 **Lot 3F, located at 421 N 5500 W.** Tad Porter Applicant.

6 Stephen Nelson reported that the buildings must have individual water meters. He
7 recommends approval subject to confirmation of individual water meters, Staff, and JUC
8 comments.

9 *Kevin Thomas motioned to approve the amended final plat for Gateway North Industrial lot 3F,*
10 *located at 421 N 5500 W., subject to Mr. Nelson’s recommendations for approval, Staff, and JUC*
11 *comments. Seconded by Joseph Prete. Dave Sanders, Doug Heideman, David Hirschi, Kevin*
12 *Thomas, and Joseph Prete – aye. Motion carried unanimously.*

13 *Dave Sanders motioned to go into a public hearing. Seconded by Joseph Prete. Motion carried*
14 *unanimously.*

15 **5. Public Hearing to take comments on the following:**

- 16 **a. Discussion and consideration of a possible approval of a sensitive land application**
17 **for Quail Lake Sunset RV, an RV park with 22 spots located at 2480 N Old Hwy 91.**

There were no public comments.

18 *Dave Sanders motioned to go out of the public hearing. Seconded by Joseph Prete. Motion*
19 *carried unanimously.*

20 **6. Discussion and consideration of a possible approval of a sensitive land application for**
21 **Quail Lake Sunset RV, an RV park with 22 spots located at 2480 N Old Hwy 91.** Ray
22 Ebert Applicant. CivilScience - Brandee Walker Agent.

23 Mayor Billings provided a summary of the applicant’s request. Councilman Heideman asked
24 Arthur LeBaron if he had reviewed the drainage plan, and Mr. LeBaron stated that he had not.
25 Stephen Nelson reported meeting with the engineer Jeremey, and the applicant provided a
26 preliminary drainage study. He noted that the grading report provided meets the standard of
27 the sensitive lands plan.

28 *Kevin Thomas motioned to approve the sensitive land application for Quail Lake Sunset RV, an*
29 *RV park with 22 spots located at 2480 N Old Hwy 91. Subject to Staff and JUC comments.*

1 *Seconded by Dave Sanders. David Hirschi, Doug Heideman, Joseph Prete, Kevin Thomas, and*
2 *Dave Sanders – aye. Motion carried unanimously.*

3 **7. Consideration and possible approval for Staff to process a grading permit application**
4 **for Obsidian Resort Phases 1-5 - Jeff Thomas, ProValue Engineering**

5 Jeff Thomas reported that the applicant has construction drawings in review, and he anticipates
6 the plans will be submitted soon. Councilman Prete declared a conflict of interest and will
7 abstain from voting. Councilman Heideman asked what the difference is between grading and
8 building permits. Mayor Billings shared that a building permit allows the erection of a building,
9 whereas a grading permit allows them to move dirt.

10 *Dave Sanders motioned to approve Staff processing a grading permit application for Obsidian*
11 *Resort Phases 1-5. Seconded by Kevin Thomas. Doug Heideman, David Hirschi, Kevin Thomas,*
12 *and Dave Sanders – aye. Joseph Prete – abstained. Motion carried.*

13 **8. Consideration and possible approval of a cooperative agreement with UDOT to share**
14 **costs for the construction of a right-turn lane at 700 West State Street. - Arthur**
15 **LeBaron**

16 Arthur LeBaron explained that the City is working on a turning lane for eastbound traffic
17 approaching 700 West. The proposal includes removing the curb, gutter, sidewalk, and utility
18 relocations. The cost is around \$150,000. UDOT is allowing the City to provide in-kind work, and
19 he estimates the cost to the City after in-kind work is \$36,000. Councilman Sanders asked if Mr.
20 LeBaron would ask UDOT to consider adding a left turn arrow on Main Street for cars turning
21 off highway 59. Mr. LeBaron will ask UDOT to look at warrants for all the traffic signals in town.

22 *Doug Heideman motioned to approve the cooperative agreement with UDOT to share costs for*
23 *the construction of a right-turn lane at 700 West State Street. Seconded by Kevin Thomas. Dave*
24 *Sanders, Joseph Prete, David Hirschi, Doug Heideman, and Kevin Thomas – aye. Motion carried*
25 *unanimously.*

26 **9. Consideration and possible approval of roadway dedications for Resort Drive, Gateway**
27 **Boulevard, and Bash Parkway. - Arthur LeBaron**

28 Mayor Billings explained that the PID gave up land to rezone the area for roadways. However,
29 the roadway alignment needs to be relocated, and the City will need to go through the process
30 of disposable property. Mr. LeBaron reported that there would be excess property on the
31 existing Sand Hollow road and other portions of Sand Hollow road to the west and south. He
32 reported that Brent Moser would prepare exhibits to show the excess parcels. Joseph Prete
33 declared a conflict of interest and recused himself.

1 *Doug Heideman motioned to approve the roadway dedications for Resort Drive, Gateway*
2 *Boulevard, and Bash Parkway. Subject to engineer and legal review. Dave Sander seconded.*
3 *David Hirschi, Kevin Thomas, Doug Heideman, and Dave Sanders – aye. Joseph Prete –*
4 *abstained. Motion carried.*

5 Councilman Heideman would like to have a work meeting to review the status update of the
6 active PIDs. Mayor Billings reported that it could be added to the City Council agenda on April
7 5th.

8 **10. Ordinance 2023-ZC-05: Discussion and consideration of a Zone Change Amendment**
9 **request located at approximately 5700 W Regional Park Dr from OS, open space, to PF,**
10 **public facility, to provide additional public facilities and amenities. Parcels H-4-2-3-**
11 **1202 and H-4-2-3-430 Washington County Applicant. Jeff Mathis Agent.**

12 Mayor Billings provided an overview of the summary included in the packet. Washington
13 County wants to build an emergency operation building and parks building. Stephen Nelson
14 explained that the agenda item pertains to the zone change request, and the City Council will
15 have to hold a public meeting to address the sensitive lands.

16 *Dave Sanders motioned to approve the zone change amendment request located at*
17 *approximately 5700 W Regional Park Dr from OS, open space, to PF, public facility, to provide*
18 *additional public facilities and amenities. Councilman Sanders' motion was made on the*
19 *grounds that the Planning Commission recommended approval, and the zone change request*
20 *met the criteria for a zone change as stated in the City's Code. Seconded by Joseph Prete. Kevin*
21 *Thomas, Doug Heideman, David Hirschi, Dave Sanders, and Joseph Prete – aye. Motion carried*
22 *unanimously.*

23 **11. Ordinance 2023-ZC-06: Discussion and consideration of a Zone Change Amendment**
24 **request located approx. Between 2600 W and 2100 W and 3600 S from RA-1,**
25 **residential agricultural one unit per acre, to an R1-8/PDO, residential one unit per**
26 **8,000 square feet with a planned development overlay. Parcels H-3385, H-3393, and**
27 **H-3399. Mesa Vista Applicant. Adam Allen Agent.**

28 Mayor Billings read the agenda summary included in the packet. The Planning Commission
29 recommended denial due to inadequate facilities to support the zone change. Stephen Nelson
30 reported that Staff raised concerns about power and water. This is in a low water pressure area
31 and will likely need an additional water tank to increase the pressure. This will be a growing
32 concern until adequate services are in the area. Matt Lou with American Land Consulting noted
33 that the applicant appreciates the guidance of the Planning Commission and Staff. He reported
34 that others are facing this challenge in the area. The client is not in a rush for development, and
35 they are okay with moving onto the preliminary or final plat once utilities are available. He feels
36 a PID is an excellent strategy to get services to the area without burdening the citizens.

Councilman Thomas shared that the previously approved zone changes have exacerbated the situation. He thinks granting a zone change in these conditions is unwise. Mayor Billings knows there will be power services and a water loop in the area at some point. However, she does not know whether that will come from the utility departments or the collaboration of the developers. Councilman Heideman likes the development but would like to see the lot sizes and open spaces expanded. He noted that this application does not meet the fourth zone change criteria of the City's Code. Councilman Hirschi feels that the proposed amendment will negatively affect the adjacent property. Councilman Prete likes the concept of the project; however, he feels this is premature considering the lack of adequate infrastructure. Councilman Sanders also thinks this is premature and feels that the members of the PID need to work together with Staff to develop a solution.

Doug Heideman motioned to deny the zone change amendment request located approx. between 2600 W and 2100 W and 3600 S from RA-1, residential agricultural one unit per acre, to an R1-8/PDO, residential one unit per 8,000 square feet with a planned development overlay, Parcels H-3385, H-3393, and H-3399. Councilman Heideman's motion was based on the findings that the proposed amendment will negatively affect the adjacent property and that the public facilities and services are inadequate to serve the property. Seconded by David Hirschi. Joseph Prete, Kevin Thomas, Dave Sanders, Doug Heideman, and David Hirschi – aye. Motion carried unanimously.

The City Council members scheduled a budget meeting on April 19th at 5:00 p.m. and April 20th at 3:30 p.m.

Mayor Billing reported that the golf tournament is scheduled for April 27th through the 29th.

Councilman Hirschi would like to discuss parking at the ball fields on the next agenda.

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

David Hirschi motioned to go into a closed meeting to discuss current litigation. Seconded by Dave Sanders. Motion carried unanimously.

Adjournment 8:27



STAFF COMMENTS

Approval of Memorandum of Understanding regarding participation in a Transparent Billing Grant.

Discussion:

The Water Department has been in discussions for more than a year with the Washington County Water Conservancy District regarding collaborating with the Utah Division of Water Rights, the Water District, other cities in the county, and Yoppify to enable the District and cities to send customized water use feedback directly to residents using text, email, or postcards using the Yoppify software. The project will also include messaging to promote targeted conservation programs and to educate residents about excessive water use fees. The City is not obligated to contribute financially, but will collaborate and participate in the program, which will be funded by a grant. The City may immediately withdraw from the agreement at any time. The City Attorney approves the form of the MOU. The Water Department believes that the program will be a benefit to the City, that it will assist in water use education, and recommends approval.

Findings:

Recommendation:

Attachments:

1. 230323 Transparent Billing Grant MOU-Hurricane

MEMORANDUM OF UNDERSTANDING

Transparent Billing Grant

Effective February 1, 2023, this Memorandum of Understanding (MOU) is made between Washington County Water Conservancy District (District), Utah Division of Water Resources (UDWRe), City of St. George, Washington City, Hurricane City, Ivins City, City of Santa Clara, LaVerkin City, and Toquerville City (Municipal Partners) (collectively referred to as Parties, or separately as Party).

I. AUTHORITY

The statutes authorizing the District to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act), 17B-1-101 *et seq.* (Local District Powers), and 17B-2a-1001 *et seq.* (Water Conservancy District Act).

The statutes and regulations authorizing the Parties to enter into this MOU and engage in the activities described herein include but are not limited to Utah Code Sections 11-13-101 *et seq.* (Interlocal Cooperation Act) and 10-8-1 *et seq.* (Municipal General Powers).

II. PURPOSE

The UDWRe intends to fund a collaborative project sponsored by the District under its Transparent Billing program. The Project Team will include the District, Municipal Partners, Bowen Collins & Associates, and Yoppify. This project will enable the District and its Municipal Partners to send customized water use feedback directly to residents using text, email, or postcard using a communication software called Yoppify. The project will also include messaging to promote targeted conservation programs and to educate residents about excessive water use fees. Additional details about project activities can be found in the District's Transparent Billing Grant application and project proposal.

With project participation and support from the District and all of its Municipal Partners, the initial three-year project is estimated to conserve 6,090 acre-feet of water. This MOU outlines the mutual goals and responsibilities of the various participating agencies.

III. RESPONSIBILITIES OF PARTIES

To accomplish the Purpose described above, the Parties respectively agree to pursue in good faith the following:

A. Washington County Water Conservancy District

1. Provide a 15% funding match to procure Yoppify Software for its retail service area and each of its Municipal Partners.
2. Coordinate with its Municipal Partners to create messaging that supports the project intent.

3. Provide UDWRe with timely access to appropriate data and reports. Water use data will be anonymized when shared outside of the Project Team.
4. Coordinate with Yoppify to meet the unique needs and goals of each Municipal Partner.

B. Utah Division of Water Resources

1. Provide an 85% funding match for the District's proposed project.
2. Review appropriate data and project reports.

C. Municipal Partners

1. Collaborate with the Project Team to create goals and objectives that align with project and community needs.
2. Participate in the District's transparent billing campaigns.
3. Provide the Project Team with 3 years of baseline water use data.
4. Provide the Project Team with monthly water use data throughout the project period. The Yoppify platform will be configured to accept standardized files from the Party's billing software.
5. Work with Yoppify to update and maintain a contact database of residents.
6. Have the option to use Yoppify to deliver important messaging to residents outside of the project parameters. For example, Yoppify may be used for shut-off notices, emergency communication, or other party messaging.

IV. GENERAL

1. Amendment. This MOU may be amended through written agreement of all Parties.
2. Termination. Any Party may end its participation in this MOU for any reason and at any time by providing written notice to the other Parties. If not terminated earlier, this MOU will end when all of the Parties have fulfilled their respective commitments described above or December 31, 2026, whichever occurs first.
3. Other Agreements. Nothing in this MOU limits any Party from entering into other agreements with one another or with third parties.
4. Release. The Parties agree to release one another from any and all loss, injury, damages, debts, obligations, claims, demands, encumbrances, deficiencies, costs, penalties, suits, proceedings, expenses whether accrued, absolute, contingent or otherwise, including, without limitation, attorney's fees and costs (whether or not suit is brought) and other liabilities of every kind, nature and description arising out of performance under this MOU. This release shall survive any termination of this MOU. However, if a third party were to challenge anything arising out of the performance under this MOU, each Party will bear its own costs and incur any liabilities imposed by the third-party action.
5. No Third-Party Beneficiaries. Nothing in this MOU is intended to create any rights, duties, or obligations by the Parties to any person or entity not a party, and this MOU shall not be deemed to give rise to any right by any person or entity not a party against any Party to this

MOU. Nothing in this MOU is intended to nor shall be deemed to relieve or discharge the obligation or liability of any person or entity not a party to this MOU.

6. Authorities not altered. Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within their respective jurisdictions. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

7. Financial obligations. Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

8. Immunity and defenses retained. Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

9. Enforceability. The Parties agree that this MOU does not create any contractual, or any other legal obligations meant to be enforceable by operation of law.

10. Counterparts. This MOU may be executed in counterparts.

11. Paragraph Headings. The paragraph and subparagraph headings used herein are for convenience only and shall not be considered in the interpretation of this MOU.

12. Laws and Regulations. Any and all actions performed pursuant to this MOU will comply fully with all applicable Federal, State and local laws and regulations.

13. Points of Contact. Each Party designates below a primary point of contact (“POC”) to coordinate all matters concerning the carrying out of activities under this MOU. Any modifications to the POC will be provided in writing to the other parties. The contacts for work related to the project are:

Party	Point of Contact	Address	Telephone	e-mail
District	Whit Bundy	533 East Waterworks Dr. St. George, UT 84770	435.673.3617	whit@wcwcd.org
City of St. George	Kade Bringhurst	811 East Red Hills Parkway St. George, UT 84770	435.627.4800	
Washington City	Lester Dalton	111 North 100 East Washington City, UT 84780	435.656.6300	
Hurricane City	Ken Richins	147 North 870 West Hurricane, UT 84737	435.635.2811	
Ivins City	Chuck Gillete	85 North Main Ivins, UT 84738	435.634.0689	
City of Santa Clara	Dustin Mouritsen	2603 Santa Clara Drive Santa Clara, UT 84765	435.673.6712	

Party	Point of Contact	Address	Telephone	e-mail
LaVerkin City	Kyle Lovelady	435 North Main Street LaVerkin, UT 84745	435.635.2581	
Toquerville City	Jadee Adams	212 North Toquer Blvd Toquerville, UT 84774	435.635.1094	

Entered into and effective on the date first written above.

[Signatures on following pages]

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Washington County Water Conservancy District Signature Page

Zachary Renstrom
General Manager

APPROVED AS TO FORM:

Counsel for Washington County Water Conservancy District

MEMORANDUM OF UNDERSTANDING
Transparent Billing Grant

Hurricane City Signature Page

By:
Title:

APPROVED AS TO FORM:

Counsel for Hurricane City



STAFF COMMENTS

Consideration and possible approval of an Amended Final Plat for Hurricane Storage Units Lot 1 located at 132 N Old Highway 91. Hurricane Holdings IA LLC (Kenneth Wong) Applicant. Bush & Gudgell Inc (Gregg Meyers) Agent.

Discussion:

The applicant has applied to amend the final plat for Hurricane Storage Units Lot 1 to split off a piece of property into a new Lot 1A. This is the lot with the Max Storage facility on it and would subdivide off the undeveloped part of the property Any further subdivisions within a subdivision requires an amended final plat.

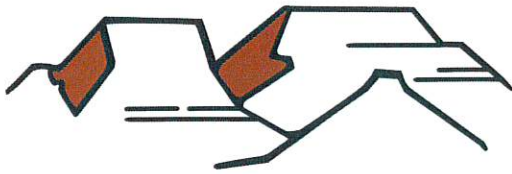
The Planning Commission gave a positive recommendation on the proposed amended final plat subject to staff and JUC Comments.

Findings:

Recommendation:

Attachments:

1. 2023-AFP-09 App
2. 2023-AFP-09 Plans
3. 2023-AFP-09 Hurricane Storage Unit Lot 1



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. 2023-AFP-09

Receipt No. _____

Name: Hurricane Holdings IA LLC (Kenneth Wong) Telephone: _____

Address: 132 North Old Highway 91, Hurricane, Ut 84737 Fax No. _____

Email: kwong@bestigeholdings.com Agent Email: gmeyers@bushandgudgell.com

Agent (If Applicable): Bush & Gudgell Inc (Gregg Meyers) Telephone: 801-631-0742

Address/Location of Subject Property: 132 North Old Highway 91, Hurricane, Ut 84737

Tax ID of Subject Property: H-HSU-1 Number of Lots: 2

Subdivision Name: Hurricane Storage Units Partial Amendment A Phase: N/A

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:

- ☒ a. The name or designation of the subdivision that is distinct from any plat already recorded in the County Recorder's office, as approved by the Planning Commission.
- ☒ b. The boundaries, course, and dimensions of all of the parcels of ground divided, by their boundaries, course, and extent, whether the owner proposes that any parcel of ground is intended to be used as a street or for another public use, and whether any such area is reserved or proposed for dedication for a public purpose.
- ☒ c. The lot or unit reference, block or building reference, street or site address, street name or coordinate address, acreage or square footage of all parcels, units, lots, and the length and width of the blocks and lots intended for sale.
- ☒ d. Every existing right-of-way and easement grant of record for communications infrastructure, for underground facilities as defined in Section 54-8a-2 of the Utah Code and for other utility facilities. Where the same is granted to a specific entity, that entity must be clearly identified.
- ☒ e. True angles and distances to the nearest established street lines or official monument, which shall be accurately described on the plat and shown by appropriate symbols.

- 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).
- X i. Street monuments shall be installed by the subdivider in accordance with the requirements of City Standards. Locations of said monuments shall be approved by the City Engineer and indicated on the subdivider's plat by the appropriate symbols.
- X j. Accurate outlines and legal descriptions of any areas to be dedicated or reserved for public use, with the purposes indicated thereon, and of any area to be reserved by deed or covenant for common uses by all property owners.
- X 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.
- X 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:

- X 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
- X 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.
- X c. Title report, updated within 30 days, for the property being subdivided.
- X 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: _____

This version log is for informational purposes only and is not part of the attached form.

The Company adopted a new template for the attached form effective 08-01-2018.

Updates

- 1 Added exception 32.
- 2 Changed report for to "Subdivision Report prepared for "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B", a proposed subdivision".
- 3 Changed property legal description to "Beginning at a point that lies South 00°27'44" West along the section line 45.70 feet from the Center Quarter Corner of Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian, and running thence North 56°01'01" East 692.27 feet; thence northwesterly along a 245.00 foot radius non-tangent curve to the right, (long chord bears North 32°09'04" West a distance of 114.46 feet), center point lies North 44°20'25" East through a central angle of 27°01'02" a distance of 115.53 feet; thence North 18°38'32" West 75.27 feet; thence northwesterly along a 35.00 foot radius curve to the left, (long chord bears North 63°58'47" West a distance of 49.79 feet), center point lies South 71°21'28" West through a central angle of 90°40'29" a distance of 55.39 feet to the South right-of-way line of Old Highway 91, thence along said right-of-way the following two (2) courses and distances: 1) North 70°40'58" East 689.05 feet and 2) northeasterly along a 1050.00 foot radius curve to the left, (long chord bears North 62°17'55" East a distance of 306.20 feet), center point lies North 19°19'02" West through a central angle of 16°46'05" a distance of 307.29 feet; thence leaving said right-of-way line and running South 44°36'25" East 454.64 feet; thence South 42°52'20" West 340.66 feet; thence South 42°42'58" West 290.88 feet; thence South 59°23'43" West 171.52 feet; thence South 52°53'28" West 213.44 feet; thence South 78°41'43" West 958.57 feet to the center quarter section line, thence North 00°27'44" East along said line 243.78 feet to the point of beginning. Proposed "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B" Tax Serial No. H-HSU-1".
- 4 Changed exception #31 content to "Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Proposed Plat of "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B"".".

Transaction Identification Data for reference only:

Report Number: 226812 - 1st Amended

Searcher: Jarom Taylor

Searcher Utah License Number: 691339

Searcher Contact: (435) 634-7991 | jarom@sutc.com

**SCHEDULE A**

1. Effective Date: January 17, 2023 at 7:00AM
2. Report: Subdivision Report prepared for "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B", a proposed subdivision
3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:
[Hurricane Holdings IA LLC, a Utah limited liability company](#)
4. The land referred to in this Report is situated in the County of Washington, State of Utah, and described as follows:
See attached Exhibit A-Legal Description

Southern Utah Title Company

By: 

Authorized Signatory

EXHIBIT A
Legal Description

Beginning at a point that lies South 00°27'44" West along the section line 45.70 feet from the Center Quarter Corner of Section 4, Township 42 South, Range 14 West, Salt Lake Base and Meridian, and running thence North 56°01'01" East 692.27 feet; thence northwesterly along a 245.00 foot radius non-tangent curve to the right, (long chord bears North 32°09'04" West a distance of 114.46 feet), center point lies North 44°20'25" East through a central angle of 27°01'02" a distance of 115.53 feet; thence North 18°38'32" West 75.27 feet; thence northwesterly along a 35.00 foot radius curve to the left, (long chord bears North 63°58'47" West a distance of 49.79 feet), center point lies South 71°21'28" West through a central angle of 90°40'29" a distance of 55.39 feet to the South right-of-way line of Old Highway 91, thence along said right-of-way the following two (2) courses and distances: 1) North 70°40'58" East 689.05 feet and 2) northeasterly along a 1050.00 foot radius curve to the left, (long chord bears North 62°17'55" East a distance of 306.20 feet), center point lies North 19°19'02" West through a central angle of 16°46'05" a distance of 307.29 feet; thence leaving said right-of-way line and running South 44°36'25" East 454.64 feet; thence South 42°52'20" West 340.66 feet; thence South 42°42'58" West 290.88 feet; thence South 59°23'43" West 171.52 feet; thence South 52°53'28" West 213.44 feet; thence South 78°41'43" West 958.57 feet to the center quarter section line, thence North 00°27'44" East along said line 243.78 feet to the point of beginning.

Proposed "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B"
Tax Serial No. H-HSU-1

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 2 | Reference Number: 226812 - 1st Amended | Underwriter: Old Republic National Title Insurance Company | MS8xOS8yMy1KS00

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 2023 which are liens, but not yet due or payable. (NOTE: Taxes for the year 2022, at \$112,742.00, under Tax Serial No. [H-HSU-1](#), Account No. 1079686, are PAID.)
12. Less and Excepting therefrom all oil, gas and other mineral rights and rights thereto. (No information is given or implied as to the ownership of said oil, gas and minerals)
13. Subject to any Reservations, Exceptions and Easements as set forth on Patent from the United States, recorded March 30, 1928, as Entry No. [29777](#), in Book S, at Pages 852-853, Official Washington County Records.
14. Subject to Right-of-Way easement, in favor of Dixie Power Company, a Utah Corporation, for a perpetual easement and right-of-way to erect and maintain telephone and electric light and power transmissions wires over, and poles with necessary fixtures to support said wires in and upon the property herein described, and rights incidental thereto, as set forth in Deed recorded January 8, 1931, as Entry No. [33437](#), in Book S-2, at Pages 55-56, Official Washington County Records. (General Easement affecting the Northwest Quarter of the Southeast Quarter (NW¼SE¼) and the Southeast Quarter of the Northeast Quarter (SE¼NE¼), Section 4)

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 3 | Reference Number: 226812 - 1st Amended | Underwriter: Old Republic National Title Insurance Company | MS8xOS8yMy1KS00

15. Subject to the following reservations, as set forth on Warranty Deed from Van Sullivan and Ada Sullivan, husband and wife, Grantor, to Leland Sullivan and Lula B. Sullivan, his wife, Grantee recorded November 8, 1955, as Entry No. [99110](#), in Book S-5, at Page 333, Official Washington County Records:

Reserving, however, to the grantors, their heirs and assigns, all oil, gas and mineral rights in the above conveyed property
16. Subject to a 7 foot Right of Way Easement, dated December 16, 1971, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded January 13, 1972, as Entry No. [147530](#), in Book 114, at Page 24, Official Washington County Records.
17. Subject to a 7 foot Right of Way Easement, dated December 16, 1971, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded January 13, 1972, as Entry No. [147531](#), in Book 114, at Page 25, Official Washington County Records.
18. Subject for Right of Way Easement, in favor of The Mountain States Telephone and Telegraph Company, for a right of way and easement for communication and other facilities and rights incidental thereto, recorded APRIL 19, 1982, in Book 308, at Pages 560-561, Official Washington County Records. (General Easement-Exact location un-defined)
19. Liability to Assessments levied by the Ash Creek Special Service District, as disclosed by Instrument recorded October 16, 1985, as Entry No. [283078](#), in Book 390, at Pages 907-916, Official Washington County Records. (Affects this and other property)
20. Ordinance No. CC-92917-3, created by Hurricane City Council for the Hurricane redevelopment project area #3, recorded October 26, 1992, as Entry No. [418021](#), in Book 687, at Pages 569-580, Official Washington County Records.
21. Liability to Assessments levied by the City of Hurricane for adopting the redevelopment plan amendment for the Hurricane redevelopment Project Area #3, as disclosed by Ordinance No. CC-921105-1 recorded December 4, 1992, as Entry No. [421112](#), in Book 695, at Pages 641-654, Official Washington County Records.
22. Subject to an Easement in favor of PACIFICORP, AN OREGON CORPORATION, DBA UTAH POWER & LIGHT COMPANY, for construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of underground electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, with the necessary transformers, transformer pads, pull boxes, service pedestals, control buildings and other facilities, and rights incidental thereto, as set forth in said instrument recorded APRIL 23, 1993, as Entry No. [431452](#), in Book 722, at Pages 6-7, Official Washington County Records.
23. Subject to a Right of Way Easement in favor of HURRICANE CITY, for use, operate, inspect, repair, maintain, replace or remove a roadway and public utilities, and rights incidental thereto, as set forth in said instrument recorded December 13, 1993, as Entry No. [451952](#), in Book 778, at Pages 862-865, Official Washington County Records.
24. The herein described property abuts Old Highway 91. Subject to Controlled Access as may be contemplated by the Utah Department of Transportation in accordance with Section 41-6A-714, Utah Code Annotated, as Amended 2005, said property is subject to the Conditions and Restrictions affecting said Highway.
25. Conditions and Reservations, as created in Special Warranty Deed, dated September 21, 2007, executed by and between Winding River Associates, LLC, a Utah Limited Liability Company, as GRANTOR and Gateway Commercial Center, LLC, a Utah Limited Liability Company, as GRANTEE, recorded November 2, 2007, as Doc. No. [20070053233](#), Official Washington County Records.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 4 | Reference Number: 226812 - 1st Amended | Underwriter: Old Republic National Title Insurance Company | MS8xOS8yMy1KS00

26. 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.

27. Subject to a Right-of-Way Easement and Private Sewer Agreement, dated March 4, 2013, executed by and between ASH CREEK SPECIAL SERVICE DISTRICT and GATEWAY COMMERCIAL CENTER, LLC, A LIMITED LIABILITY COMPANY, recorded March 6, 2013, as Doc. No. [20130008361](#), Official Washington County Records.
28. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Official Plat of "HURRICANE STORAGE UNITS", Official Washington County Records.
29. Subject to following as set forth and located on the ALTA/NSPS Land Title Survey prepared by D. Gregg Meyers, PLS, of Bush & Gudgell, Inc., dated July 25, 2022, and last revised August 1, 2022, designated as Job No. 221104.
30. Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing, dated August 4, 2022, executed by Hurricane Holdings IA LLC, a Utah Limited Liability Company, and Hurricane Holdings IB LLC, a Utah Limited Liability Company, as TRUSTOR, to Southern Utah Title Company, its successors and assigns, as TRUSTEE, in favor of KeyBank National Association, its successors, participants, and assigns, as BENEFICIARY, to secure the payment of \$14,675,000.00 and interest, recorded August 4, 2022, as Doc. No. [20220037918](#), Official Washington County Records.

Modification Agreement on said Deed of Trust, recorded September 7, 2022, as Doc No. [20220042184](#) Official Washington County Records.

31. Subject to easements, notes, restrictions, reservations, any and all other matters as set forth and disclosed on the Proposed Plat of "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B"". "

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 5 | Reference Number: 226812 - 1st Amended | Underwriter: Old Republic National Title Insurance Company | MS8xOS8yMy1KS00

32. This Report and the information shown herein is limited to proposed "HURRICANE STORAGE UNITS PARTIAL AMENDMENT "B", no information is given or implied as to the remaining lots or property.
33. 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.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

For reference only:

Page 6 | Reference Number: 226812 - 1st Amended | Underwriter: Old Republic National Title Insurance Company | MS8xOS8yMy1KS00

This map is for information purposes only and is in no way to be incorporated as being part of this Commitment and/or Title Insurance Policy.

SURVEYOR'S NARRATIVE

THE SURVEY WAS MADE BY THE SURVEYOR, PRO VALUE ENGINEERING, INC., ON 09/29/2020. THE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED.

GENERAL NOTES

1. ALL DATA FOR CONVEYANCE TO BE SET FOR A 4" x 6" MECHANICAL PLOT, REPEAT FOR ALL PLOT SHEETS.
2. ALL DATA FOR CONVEYANCE TO BE SET FOR A 4" x 6" MECHANICAL PLOT, REPEAT FOR ALL PLOT SHEETS.
3. ALL DATA FOR CONVEYANCE TO BE SET FOR A 4" x 6" MECHANICAL PLOT, REPEAT FOR ALL PLOT SHEETS.

SURVEYOR'S LEGAL DESCRIPTION

THE SURVEYOR HAS CONDUCTED A SURVEY OF THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED. THE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED.

ACKNOWLEDGMENT

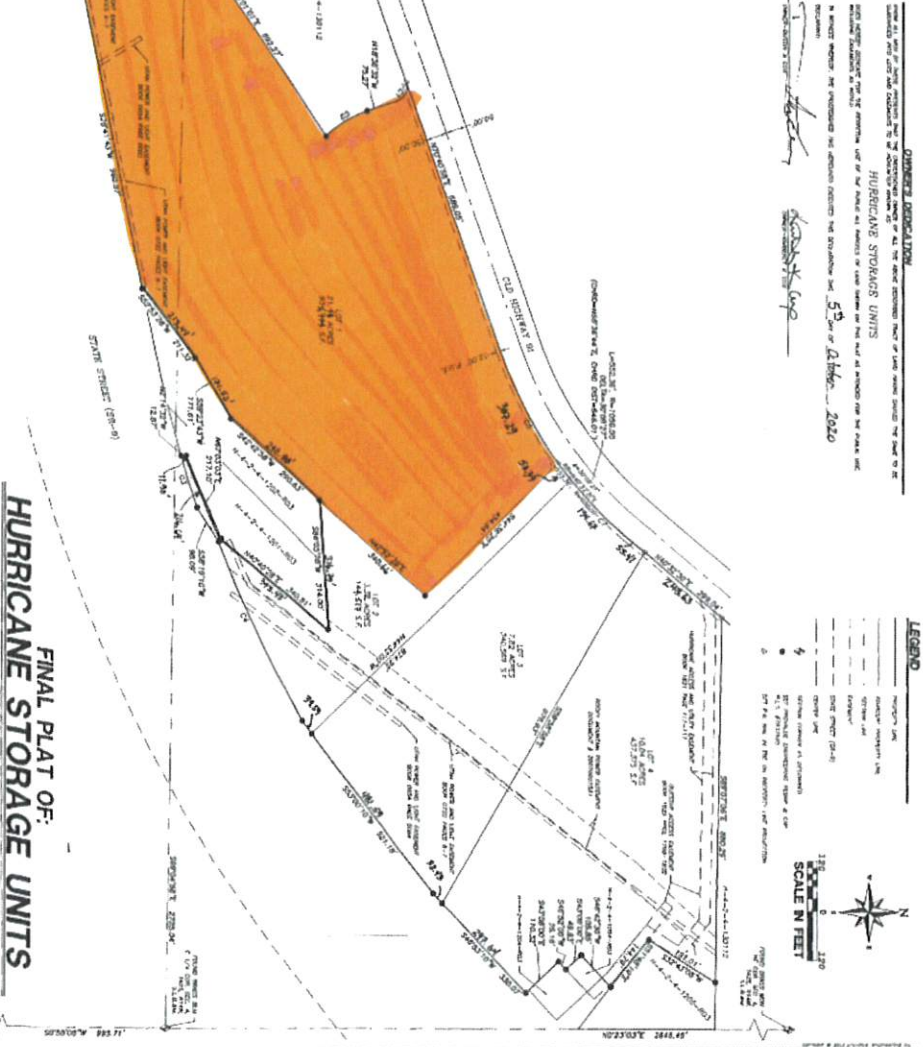
THE SURVEYOR HAS CONDUCTED A SURVEY OF THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED. THE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED.

SURVEYOR'S CERTIFICATE

THE SURVEYOR HAS CONDUCTED A SURVEY OF THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED. THE SURVEY WAS MADE FOR THE PURPOSE OF SURVEYING THE HURRICANE STORAGE UNITS. THE SURVEY WAS MADE IN ACCORDANCE WITH THE UTAH SURVEYING ACT, CHAPTER 10, TITLE 19, UTAH CODES ANNOTATED.

CURVE TABLE

CURVE	LENGTH	AREA	CHORD	CHORD BEARING
C1	12.30'	1.20'	12.30'	12.30'
C2	17.15'	2.41'	17.15'	17.15'
C3	12.30'	1.20'	12.30'	12.30'
C4	17.15'	2.41'	17.15'	17.15'
C5	12.30'	1.20'	12.30'	12.30'
C6	17.15'	2.41'	17.15'	17.15'
C7	12.30'	1.20'	12.30'	12.30'
C8	17.15'	2.41'	17.15'	17.15'



LEGEND

- 1. SURVEY LINE
- 2. EXISTING PROPERTY LINE
- 3. EXISTING ROAD
- 4. EXISTING FENCE
- 5. EXISTING UTILITY
- 6. EXISTING BUILDING
- 7. EXISTING CURB
- 8. EXISTING DRIVE
- 9. EXISTING SIDEWALK
- 10. EXISTING PARKING LOT
- 11. EXISTING LOT
- 12. EXISTING CORNER
- 13. EXISTING MONUMENT
- 14. EXISTING EASEMENT
- 15. EXISTING RIGHT-OF-WAY
- 16. EXISTING ZONING
- 17. EXISTING DISTRICT
- 18. EXISTING COUNTY
- 19. EXISTING STATE
- 20. EXISTING FEDERAL

SCALE IN FEET
1" = 100'

ASHORE SPECIAL SERVICE	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY	TREASURER APPROVAL	RECORDED NUMBER
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	DOC # 2020061588
DISTRICT APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY	TREASURER APPROVAL	RECORDED NUMBER	
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

FINAL PLAT OF: HURRICANE STORAGE UNITS 849 OLD HWY 9 HURRICANE, UTAH 84737 LOCATED IN SECTION 04, T4S, R1W, S14E	PRO VALUE ENGINEERING, INC. Engineers - Land Surveyors - Land Planners 1000 W. 1000 S. PO BOX 1000 HURRICANE, UTAH 84737 Phone: 702/555-5551	REVISIONS
		DATE: 9/29/2020
		BY: [Signature]
		DESCRIPTION: [Text]

WULFENSTEIN JAMES, ET AL
H-LOR-A-103
128 N LONE ROCK DR # 103
HURRICANE, UT 84737

VANDY PROPERTIES LLC
H-HSU-2
329 S 985 W
HURRICANE, UT 84737

AMOS SHAWN
H-LOR-A-202
1170 N MAIN ST
OREM, UT 84057

PERFECT STORM UT LLC
H-4-2-4-143
3742 TYNDALE DR
MEMPHIS, TN 38125

HURRICANE HOLDINGS IA LLC
H-HSU-1
1887 GOLD DUST LN
PARK CITY, UT 84060

COE BRYON D
H-LOR-A-101
128 N LONE ROCK DR 4101
HURRICANE, UT 84737

VANDERHORST TYLER & HARMONY TRS
H-4-2-4-1201-RD3
329 S 985 W
HURRICANE, UT 84737

VANDERHORST TYLER & HARMONY TRS
H-4-2-4-1202-RD3
329 S 985 W
HURRICANE, UT 84737

LONE ROCK CONDOMINIUMS LLC
H-LOR-B-COMMON
270 E 930 S
OREM, UT 84058

CAPITAL FUELS UTAH 3 LLC
H-4-2-4-130112
140 W 2100 S STE 234
SALT LAKE CITY, UT 84115

LOPEZ JONATHAN GEOVANY RUIZ
H-LOR-A-301
128 N LONE ROCK DR # A301
HURRICANE, UT 84737

RHODES RYAN
H-LOR-A-302
11217 S HAMPTON WAY
SOUTH JORDAN, UT 84009

SCTTC LLC
H-HSU-3
823 S 1740 W
SAINT GEORGE, UT 84790

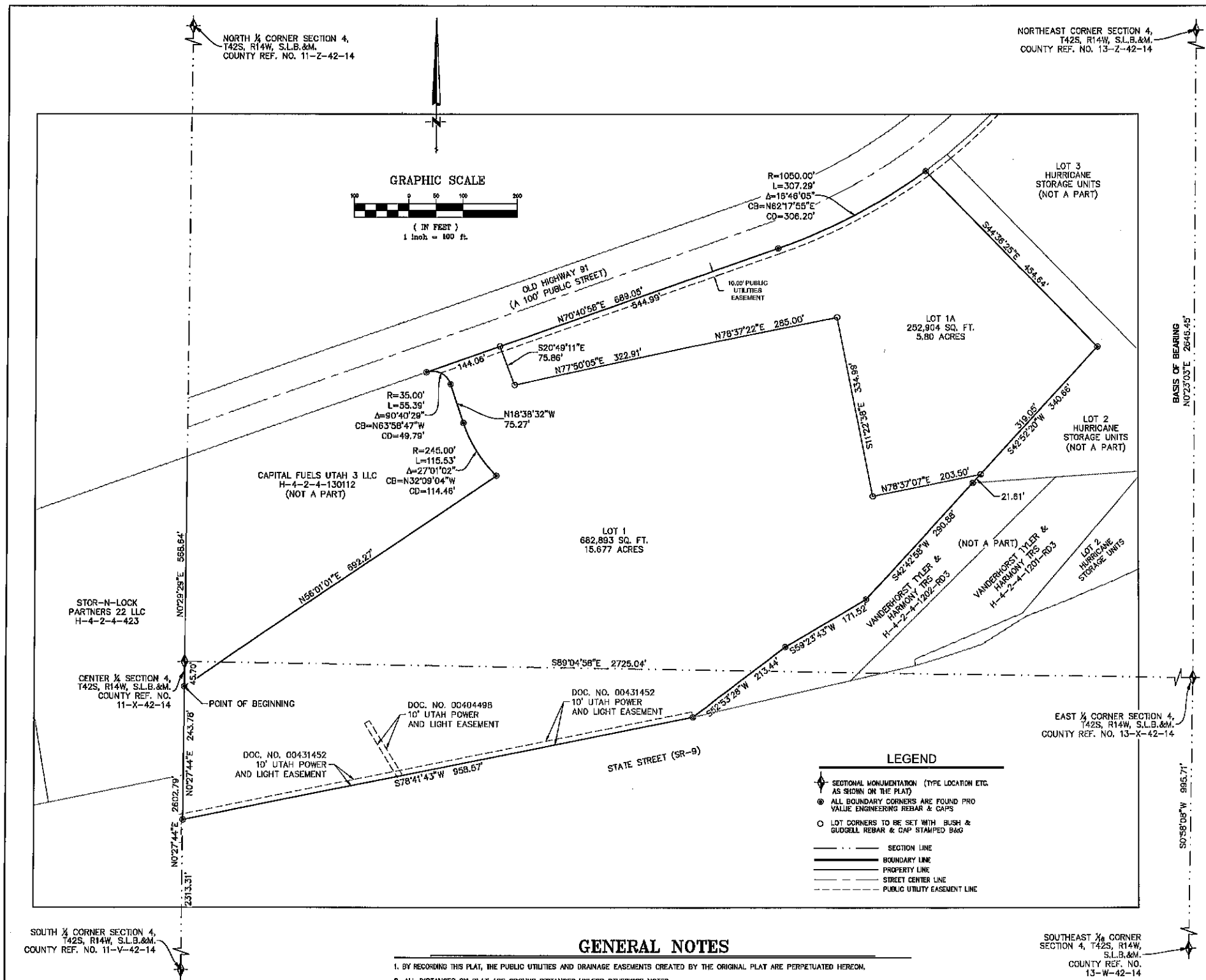
LAW ADAM
H-LOR-A-303
10770 W HIGHLAND AVE # 90
PHOENIX, AZ 85037

NEWPORT CAITLIN ELISE
H-LOR-A-203
128 N LONE ROCK DR UNIT A203
HURRICANE, UT 84737

LONE ROCK CONDOMINIUMS LLC
H-LOR-A-102
270 E 930 S
OREM, UT 84058

STOR-N-LOCK PARTNERS 22 LLC
H-4-2-4-423
678 E VINE ST STE 9
SALT LAKE CITY, UT 84107

MARTINEZ-DELATORRE MAYRA A, ET AL
H-LOR-A-201
128 N LONE ROCK DR # A201
HURRICANE, UT 84737



SURVEYOR'S CERTIFICATE

I, D. GREGG MEYERS, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR, AND THAT I HOLD LICENSE NO. 312770 IN ACCORDANCE WITH TITLE 58, CHAPTER 23, PROFESSIONAL ENGINEERS AND LAND SURVEYORS LICENSING ACT AND HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED HEREON IN ACCORDANCE WITH SECTION 17-23-17 UTAH STATE CODE, AND HAVE VERIFIED ALL MEASUREMENTS AND PLACED MONUMENTS AS REPRESENTED ON THIS PLAT. I FURTHER CERTIFY THAT BY AUTHORITY OF THE HEREON OWNER(S), I HAVE SUBDIVIDED SAID TRACT OF LAND DESCRIBED HERE ON INTO LOTS AND PUBLIC EASEMENTS, HEREAFTER TO BE KNOWN AS:

HURRICANE STORAGE UNITS PARTIAL AMENDMENT "A"

AND THAT THE SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

DRAFT 01/19/23

DATE:
BUSH AND GUDGELL, INC.



D. GREGG MEYERS
PROFESSIONAL LAND SURVEYOR
UTAH LICENSE NUMBER 312770

BOUNDARY DESCRIPTION

BEGINNING AT A POINT THAT LIES SOUTH 00°27'44" WEST ALONG THE SECTION LINE 45.70 FEET FROM THE CENTER QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 88°01'01" EAST 892.27 FEET; THENCE NORTHWESTERLY ALONG A 245.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 32°09'04" WEST A DISTANCE OF 114.46 FEET), CENTER POINT LIES NORTH 44°20'25" EAST THROUGH A CENTRAL ANGLE OF 27°01'02" A DISTANCE OF 116.53 FEET; THENCE NORTH 18°38'32" WEST 75.27 FEET; THENCE NORTHWESTERLY ALONG A 35.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 63°08'47" WEST A DISTANCE OF 55.38 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OLD HIGHWAY 91, THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 70°40'58" EAST 889.05 FEET AND 2) NORTHEASTERLY ALONG A 1050.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 62°17'58" EAST A DISTANCE OF 308.20 FEET), CENTER POINT LIES NORTH 19°19'02" WEST THROUGH A CENTRAL ANGLE OF 18°48'08" A DISTANCE OF 307.29 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND RUNNING SOUTH 44°36'25" EAST 454.64 FEET; THENCE SOUTH 42°52'20" WEST 340.68 FEET; THENCE SOUTH 42°42'58" WEST 290.88 FEET; THENCE SOUTH 59°23'43" WEST 171.52 FEET; THENCE SOUTH 52°53'28" WEST 213.44 FEET; THENCE SOUTH 78°41'43" WEST 958.57 FEET TO THE CENTER QUARTER SECTION LINE, THENCE NORTH 00°27'44" EAST ALONG SAID LINE 243.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 935,797 SQUARE FEET OR 21.48 ACRES.

OWNER'S DEDICATION

THE UNDERSIGNED OWNERS HEREBY DEDICATE AND CONVEY TO THE CITY OF HURRICANE, PUBLIC EASEMENTS OVER, ON UNDER AND ACROSS ALL AREAS SHOWN HEREON FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE. THE UNDERSIGNED OWNERS DO HEREBY WARRANT TO THE CITY OF HURRICANE AND ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE ALL DEDICATIONS AND CONVEYANCES GRANTED HEREIN AGAINST THE CLAIMS OF ALL PERSONS.

HURRICANE HOLDINGS IA LLC
(A UTAH LIMITED LIABILITY COMPANY)

BY: KENNETH WONG
ITS: MANAGER

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF _____ } S.S.
COUNTY OF _____ }

ON THE _____ DAY OF _____, 20____, PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE AND COUNTY, KENNETH WONG WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE MANAGER/MEMBER OF HURRICANE HOLDINGS IA, LLC, AND THAT HE EXECUTED THE FOREGOING OWNER'S DEDICATION ON BEHALF OF SAID LIMITED LIABILITY COMPANY BEING AUTHORIZED AND EMPOWERED TO DO SO BY THE OPERATING AGREEMENT OF HURRICANE HOLDINGS IA, LLC, AND HE DID DULY ACKNOWLEDGE TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME FOR THE USES AND PURPOSES STATED THEREIN.

NOTARY PUBLIC

NOTARY PUBLIC FULL NAME: _____

COMMISSION NUMBER: _____

MY COMMISSION EXPIRES: _____

A NOTARY PUBLIC COMMISSIONED IN UTAH

HURRICANE STORAGE UNITS PARTIAL AMENDMENT A (AMENDING LOT 1)

LOCATED IN
EAST 1/2 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE AND MERIDIAN

GENERAL NOTES

- BY RECORDING THIS PLAT, THE PUBLIC UTILITIES AND DRAINAGE EASEMENTS CREATED BY THE ORIGINAL PLAT ARE PERPETUATED HEREON.
- ALL DISTANCES ON PLAT ARE GROUND DISTANCES UNLESS OTHERWISE NOTED.
- THE PARENT PARCEL FOR THIS DEVELOPMENT IS H-HSU-1.
- HURRICANE CITY OPERATES A MUNICIPAL CULINARY WATER SYSTEM WITH LIMITED WATER SUPPLY. APPROVAL OF A PLAT BY HURRICANE CITY DOES NOT GUARANTEE THAT SUFFICIENT WATER WILL BE AVAILABLE TO SERVE LOTS DEPICTED ON ANY PLAT. ANY LAND USE APPLICANT MAY BE REQUIRED BY HURRICANE CITY TO PROVIDE A GUARANTEE OF WATER AVAILABILITY. IF THERE IS ANY APPROVAL WITHOUT A WATER GUARANTEE, THE APPLICANT ASSUMES THE ENTIRE RISK OF WATER AVAILABILITY FOR A PLATTED LOT.

AMENDMENT NOTE

THE PURPOSE OF THIS PLAT AMENDMENT IS TO DIVIDE LOT 1, HURRICANE STORAGE UNITS, DOCUMENT NO. 20200061688, OFFICIAL RECORDS WASHINGTON COUNTY, INTO TWO LOTS. NO OTHER CHANGES WERE INTENDED OR MADE. NO EASEMENTS WERE CHANGED OR RECONFIGURED BY THIS PLAT.

ASH CREEK SPECIAL SERVICE DISTRICT	ENGINEER'S APPROVAL	APPROVAL AS TO FORM	APPROVAL AND ACCEPTANCE BY HURRICANE CITY, UTAH	TREASURER APPROVAL	RECORDED No.
THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS _____ DAY OF _____, A.D. 20____.	THE HEREON SUBDIVISION FINAL PLAT HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH THE INFORMATION ON FILE IN THIS OFFICE THIS _____ DAY OF _____, A.D. 20____.	APPROVED AS TO FORM, THIS THE _____ DAY OF _____, A.D. 20____.	WE, THE CITY COUNCIL OF HURRICANE CITY, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THEREON.	I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS _____ DAY OF _____, A.D. 20____, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.	
SUPERINTENDENT ASH CREEK S.S.D.	ENGINEER, CITY OF HURRICANE	CITY ATTORNEY, CITY OF HURRICANE	ATTEST: CITY RECORDER, HURRICANE, UT	WASHONGTON COUNTY TREASURER	WASHINGTON COUNTY RECORDER

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
205 East Tabor Road, Suite 40
St. George, Utah 84770
Phone (435) 675-2337 Fax (435) 675-3161
www.bushandgudgell.com



Drawn: EAS Date: 01/20/2023
Email: gregg@bushandgudgell.com
Checked: DOM
Approved: DOM
Scale: 1" = 100'
Job No: 22103

HURRICANE STORAGE UNITS PARTIAL AMEND. A
LOCATED IN
EAST 1/2 OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 14 WEST,
SALT LAKE BASE & MERIDIAN

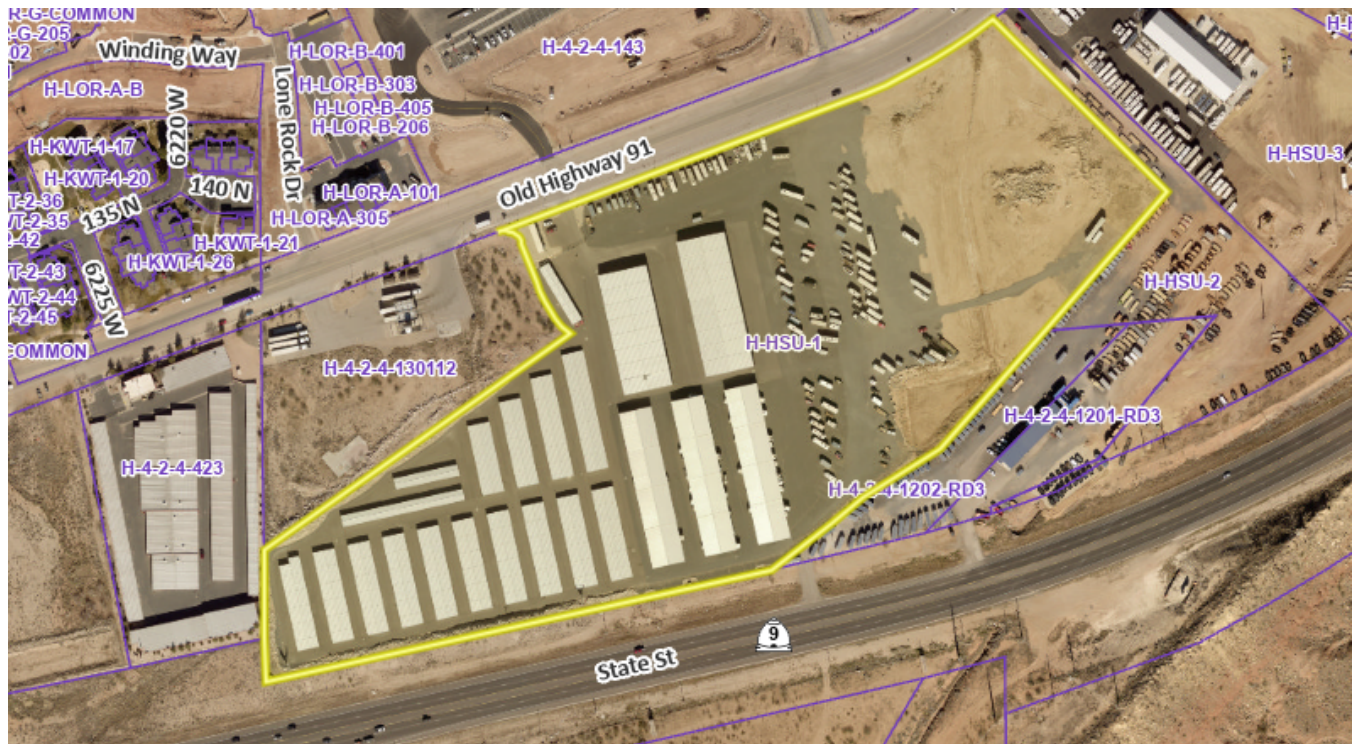
SHEET
1
1
SHEETS
FILE: 221103PLAT

STAFF COMMENTS

Agenda Date:	04/06/2023
Application Number:	2023-AFP-09
Type of Application:	Amended Final Plat
Action Type:	Administrative
Applicant:	Hurricane Holdings IA LLC (Kenneth Wong)
Agent:	Bush & Gudgell (Gregg Meyers)
Request:	Approval of an Amended Final Plat
Location:	132 N Old Highway 91
Zoning:	M-1
General Plan Map:	Light Industrial/Business

Planning Commission Recommendation

The Planning Commission gave a positive recommendation on the proposed amended final plat subject to staff and JUC Comments.



Discussion: The applicant has applied to amend the final plat for Hurricane Storage Units Lot 1 to split off a piece of property into a new Lot 1A. This is the lot with the Max Storage facility on it and would subdivide off the undeveloped part of the property. Any further subdivisions within a subdivision requires an amended final plat.

JUC Comments

1. **Public Works:** How will the new lot be accessed
2. **Power:** Power department needs to look at the shape of the proposed lot, which seems highly dysfunctional for power designs and such.
3. **Water:** Need to meter off of Old Hwy 91
4. **Streets:** Drainage waterway in the back of the lot should be addressed. Okay with amendment.
5. **Sewer:** Will need to get easements to connect to sewer in the utility easement.
6. **Engineering:** Name on the plat needs to be changed. Construction plans showing where the proposed lot will gain access to Old Highway 91, obtain utility services and how drainage from Old Highway 91 will be conveyed across the property should be approved by the JUC before the plat amendment is recorded. Public drainage easement and public retention area may be needed. Is cross access from Lot 2 possible? Clean up boundary description. Change applicable references from “City of Hurricane” to “Hurricane City ” Will need a mortgagee consent to record.
7. **Fire:** No comments received
8. **Water Conservancy:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the plans adequately mitigate interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.
9. **Cable/Phone/Gas/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. The shape of the newly created lot implies that there will be some cross-access with the existing Lot 1. Staff will need to see a plan to limit access on Old Highway 91.

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.



STAFF COMMENTS

Consideration and possible approval of **amendments to the airport lease templates**. -Dave Houston

Discussion:

On January 5, 2023, the City Council considered additional amendments to the airport lease templates, including requiring insurance and a personal guaranty for when the tenant is an entity. The proposed amendments were taken from the standard lease for St. George City's hangar lease. The Council directed that the proposed revisions be submitted to the Airport Board for a recommendation. The Airport Board has now made recommendations. The recommendations from the Airport Board are partially in line with the recommendations from the City Attorney, but differ in some respects, as explained below:

Joint Recommendations from the Airport Board and City Attorney:

1. Require Airport Hangar Tenants to maintain the following insurance.
 - a. Aircraft liability insurance, including premise liability, of not less than \$1 million per occurrence.
 - b. Insurance on automobiles that are used off the automobile roadways or stored at the Airport of not less than \$500,000 per accident. This will not apply to vehicles that are driven to and from the airport.
2. Clarification that Tenant is responsible for pollution liability, aircraft damage, and business interruption, and Tenant may purchase insurance to cover those potential losses.
3. Adding a paragraph for a personal guaranty, in which the person that owns a Tenant entity guarantees that the entity will comply with the terms of the lease.
4. Other changes consistent with the above changes and the existing lease language.

Conflicting Recommendations From the Airport Board and the City Attorney:

1. Property Risk Insurance. The City Attorney recommends that, consistent with St. George's lease, Tenants be required to purchase property risk insurance to cover the improvements to the leasehold (the hangar). This type of insurance generally covers the risk of theft, fire, limited weather damage, etc. The Airport Board recommends that this property risk insurance not be required because it is insuring a hangar that the tenant has built. Requiring this insurance will help ensure that there are funds available to repair damaged buildings, so they do not sit in disrepair on the City's property. This insurance will also help protect the City if there is a claim that the damage to the property was the fault of the City--such as a fire spreading through the airport.

2. Disposition of Improvements at the End of Lease Term. The current lease template states that at the end of the 25-year lease, the City has the option to (1) assume ownership of any improvements (the hangar) or (2) sign a new lease with a tenant. These are the same options given to tenants at the St. George airport. This is the standard approach for what is referred to as a "ground lease." In a ground lease, the landowner leases property to a tenant for a nominal amount over an extended period of time, but with the agreement that at the end of the term the landowner has the option to take ownership of any improvements on the land to pay for the below-market rent that has been charged over the long lease period. The Airport Board recommends that tenants be given the guaranteed right to sign a new lease at the end of the 25-year lease. The City Attorney suggests that if the current language is going to be changed so that the leases are not ground leases and there is a guarantee of a new lease, then the \$0.15 per square foot rental amount should be reevaluated to ensure the City is charging an appropriate amount of rent.

Attachments

The first two attached leases are the proposed revisions to the private and commercial leases including the recommendations from the Airport Board, but not the City Attorney. The second two attachments are the proposed revisions to the private and commercial leases including the recommendations from the City Attorney, but not the Airport Board. All four versions include the language that both the City Attorney and the Airport Board recommend.

Under City Code, Title 2, Chapter 1, the City Council approves each new use and new lease at the City Airport. For ease of administration, adopting a lease template that can be used for all new leases is encouraged. The City Council needs to decide which amendment versions to adopt to be used as templates for leases moving forward.

Findings:

Recommendation:

The recommendations by the Airport Board and the City Attorney on the specific proposed amendments are included in the Discussion section. There is at least one proposed tenant currently seeking a new hangar lease. A timely decision by the Council would provide clear directions for moving forward.

Attachments:

1. 230328 HURRICANE AIRPORT - PRIVATE HANGAR LEASE AGREEMENT (Airport-Board-Recommended)
2. 230328 HURRICANE AIRPORT - SASO OPERATING AND LEASE AGREEMENT (Airport-Board-Recommended)
3. 230327 HURRICANE AIRPORT - PRIVATE HANGAR LEASE AGREEMENT (City-Attorney-Recommended)
4. 230327 HURRICANE AIRPORT - SASO OPERATING AND LEASE AGREEMENT (City-Attorney-Recommended)



HURRICANE CITY
UTAH

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.

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

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

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

4. Tenant's Use of Premises and Airport

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. City's Rights and Obligations

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

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

C. City’s Right to Relocate Tenant’s Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant’s Improvements from the Premises to a new location 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, Insurance, and Letter of Credit

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

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

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

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

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

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

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

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

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

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

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will

not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

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

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

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

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

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

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

with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

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

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach 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, and Condemnation.

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

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such

taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

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

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's 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. At the expiration of this Agreement, if the Tenant is in good standing with the terms of this Agreement, the Tenant shall have the option to

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

BC. 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 with 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.

CD. 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.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

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

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: _____
Its: _____

Attest:

GUARANTOR

City Recorder

Printed Name:

Approved as to form:

Dayton Hall, City Attorney



HURRICANE CITY
UTAH

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.

<u>Years</u>	<u>Rent amount per square foot</u>		
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 Tenant's 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, Insurance, and Letter of Credit

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

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

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

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

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

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

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

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

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

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

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

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

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

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage, and any other terms applicable to insurance to insure against any risk associated with this

Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

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

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

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

8. Assignment and Subleasing

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

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach 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, and Condemnation.

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

all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

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

B. Remedies. Upon default by Tenant under this Agreement, City may (at any time) pursue any or all remedies available to City, including, but not limited to, the following: (i) perform in Tenant's stead any obligation that Tenant has failed to perform, and Tenant shall promptly pay to City all costs incurred by City for such performance; (ii) terminate Tenant's 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. At the expiration of this Agreement, if the Tenant is in good standing with the terms of this Agreement, the Tenant shall have the option to enter into a new lease of the Premises under a new lease upon the terms and conditions as the City Council at the time shall require. Except as provided in the preceding sentence, 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. Surrender of Premises. Upon any expiration or termination of this Agreement, unless Tenant agrees to a new lease as provided in subsection A above, Tenant, at Tenant's sole cost, shall (i) promptly and peaceably surrender to City the Premises (and any Tenant Improvements accepted by the City pursuant to Section 11.A) "broom clean" and in good order and condition; (ii) repair in a good and workmanlike manner any damage to the Premises or the Airport that arises from or relates to Tenant's use, occupancy, or operations under this Agreement (including, but not limited to, while removing any property upon expiration or termination); (iii) deliver to City all keys and access credentials relating to the Airport; (iv) perform Tenant's environmental obligations as provided in Section 7; and (v) remove all movable personal property and trade fixtures (including signage) that are not owned by City, (except that Tenant must obtain City's prior written consent to remove any such property if Tenant is in default under this Agreement or if such removal may impair the structure of any building). Upon any expiration or termination of this Agreement (which includes, but is not limited to, termination for abandonment of the Premises), all property that Tenant leaves on the Premises shall conclusively be deemed to have been abandoned and may be appropriated, sold, stored, destroyed, or otherwise disposed of by City without notice to, and without any obligation to account to, Tenant or any other person (except that Tenant Improvements shall be as provided in Section 11.A). Tenant shall pay to City all expenses incurred in connection with the disposition of such property in excess of any amount received by City from such disposition. Tenant shall not be released from Tenant's obligations under this Agreement in connection with surrender of the Premises until City has inspected the Premises and delivered to Tenant a written acceptance of such surrender.

BC. 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 with 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.

CD. 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.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

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

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: _____
Its: _____

Attest:

GUARANTOR

City Recorder

Printed Name:

Approved as to form:

Dayton Hall, City Attorney



HURRICANE CITY
UTAH

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.

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

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

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

4. Tenant's Use of Premises and Airport

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. City's Rights and Obligations

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

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

C. City’s Right to Relocate Tenant’s Improvements from Premises. It is understood and agreed that as conditions may require, the City has the right to require Tenant to relocate Tenant’s Improvements from the Premises to a new location 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, Insurance, and Letter of Credit

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

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

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

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

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

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

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

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

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

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

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City

Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error s and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

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

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

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

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

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

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

Hazardous Material by Tenant or Tenant's Associates at the Airport, Tenant shall provide City with prompt notice of the same. Tenant shall respond to any such release or threat of release in accordance with applicable Laws and Regulations.

8. Assignment and Subleasing

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

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

9. Damage and, Destruction, and Condemnation.

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

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a

material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

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

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

BC. 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 with 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.

CD. 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.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

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

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: _____
Its: _____

Attest:

GUARANTOR

City Recorder

Printed Name:

Approved as to form:

Dayton Hall, City Attorney



HURRICANE CITY
UTAH

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.

<u>Years</u>	<u>Rent amount per square foot</u>		
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 Tenant's 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, Insurance, and Letter of Credit**

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

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

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

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

ii. Property. All risk property insurance coverage in an amount equal to the replacement cost (without deduction for depreciation) of the Tenant Improvements. Tenant is solely responsible for Tenant's personal property, and Tenant may purchase insurance for Tenant's personal property as Tenant may determine.

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

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

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

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

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

i. General Requirements. At all times when this Agreement is in effect, Tenant shall maintain in force all required insurance coverage and shall have on file with the City Certificates of Insurance evidencing the same. Such certificates shall provide that coverage will not be cancelled, suspended, voided, or reduced without at least thirty (30) days prior written notice to the City. Ratings for the financial strength of the companies providing Tenant's insurance policies shall be disclosed in such certificates and shall be "A- VII" or stronger as published in the latest Best's Key Rating Guide (or a comparable rating from a comparable rating service). If a lower rating is proposed, City may examine the financial strength of the insurance company proposed to provide coverage and may consent to a lower rating in the City's sole and absolute discretion, and City may also require additional assurances from Tenant. All certificates shall be signed by a person authorized by the insurer and licensed by the State of Utah. All policies (except any policies required for worker's compensation or error and omissions) and the certificates evidencing coverage shall name City and its officers, employees, and volunteers as additional insureds (or in the case of property coverage, City shall be named as a loss payee). Tenant shall provide for a renewal of all insurance coverage on a timely basis to prevent any lapse in coverage. City retains the right to approve any deductibles, and Tenant shall notify City of any material erosion of the aggregate limits of any policy. Tenant's policies shall be primary. Such policies shall extend insurance to cover Tenant's contractual obligations under this Agreement.

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

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

iv. Terms Subject to Change. City, in its sole and absolute discretion, reserves the right to review and adjust at any time Tenant's required insurance limits, types of coverage,

and any other terms applicable to insurance to insure against any risk associated with this Agreement or Tenant's use, occupancy, or operations at the Airport. Among other things, City may review any or all insurance coverage on a periodic basis and in connection with any specific activity or event associated with the Airport or proposed by Tenant.

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

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

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

8. Assignment and Subleasing

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

B. Subleasing. With prior written consent of City, Tenant shall have the right to sublease portions of the Premises and Tenant Improvements only for the purposes specified in this Agreement or to store an aircraft. City shall have the right to approve any sublease tenant and sublease agreement. Tenant shall impose on any approved sublease tenant the same terms set forth in this Agreement to provide for the rights and protections afforded to City. Tenant shall reserve the right to amend any sublease to conform to the requirements of this Agreement, and any sublease shall be consistent with and subordinate to this Agreement as it is amended from time to time. Any sublease shall include an agreement that the sublease will attach 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, and Condemnation.

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

policies and procedures regarding obtaining building permits as necessary. Tenant shall apply all proceeds that are made available from Tenant's insurance policies (or those of any subtenant or assignee) to performing such work. If City performs such work pursuant to Section 10.B, such insurance proceeds shall be paid to City. If the Premises or Tenant Improvements are tenantable despite such damage, Tenant shall not receive any abatement of Tenant's rent obligations. To the extent that any portion is rendered untenable by such damage in light of the purposes of this Agreement (as determined by City in its sole discretion), rent shall continue if Tenant has business interruption insurance, or if Tenant does not have such insurance, City shall abate Tenant's rent proportionately until repairs have been substantially completed (as determined by City in its sole discretion).

B. Condemnation. In the event of any condemnation proceeding in which all or any part of the Premises is taken (by a condemnor other than the City), all compensation from such proceeding shall be paid to City, except that Tenant may pursue a claim against the condemnor for the value of the Tenant Improvements and Tenant's leasehold interest and any subtenants may pursue a claim against the condemnor for the value of their subtenancy interests. In the event of a partial taking, City shall reduce the ground rent payable by Tenant on a pro rata basis for portions of the premises so taken. If City determines in its sole discretion that all or a material portion of the premises will be (or has been) rendered untenable as a result of such taking, City may terminate this Agreement by giving Tenant a written notice of termination, and this Agreement shall terminate at time specified in the notice (which shall not be less than thirty (30) days after the date of such notice).

10. Default

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

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

BC. 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 with 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.

CD. 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.

T. Personal Guaranty. The undersigned Guarantor does herewith personally guarantee the due performance of this Agreement regarding all its provisions and obligations in the same way as if Guarantor were the original Tenant of this Agreement. This guaranty is continuing and unconditional. The undersigned Guarantor shall be liable as a principal debtor and not merely as surety, and the bankruptcy or any assignment in favor of creditors of Tenant shall not affect the enforceability of this Personal Guaranty. This Personal Guaranty shall bind the respective heirs, executors, administrators, and assigns of the undersigned Guarantor, and shall inure to the benefit of the City, its successors, assigns, and subrogees. Guarantor now waives and releases all benefits and relief from all and any appraisement, exemption, or stay laws of any state currently in force or passed in the future.

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

HURRICANE CITY

TENANT

Nanette Billings, Mayor

By: _____
Its: _____

Attest:

GUARANTOR

City Recorder

Printed Name:

Approved as to form:

Dayton Hall, City Attorney



STAFF COMMENTS

Discussion and possible **support of including Hurricane City's Frog Hollow Dam Property in an Environmental Assessment for BLM property** to be paid for by Greater Zion to assess the impact of mountain biking trail improvements at various locations.

Discussion:

This item relates to the proposed use of the City's Frog Hollow Dam site for the staging area of a mountain biking course and related facilities. In the last City Council meeting, the proposal was tabled indefinitely to allow time for the proponents to work with local ranchers to consider alternate locations. At this time, there does not appear to be a consensus between the local ranchers and the proponents of placing the staging area in the basin of the City's Frog Hollow Dam. Now, Greater Zion is considering paying for an Environmental Assessment of several different locations in the area where the improvements could be located on BLM land. The question before the Council is if the Council would like to have the City's property included in the study as a potential alternative, or if the Council would like the City's property excluded from the various possible locations in the area.

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of **an easement and access agreement for water and stormwater lines in the Obsidian Resort**. Agent Pro Value

Discussion:

Findings:

Recommendation:

Attachments:

None



STAFF COMMENTS

Consideration and possible approval of a **Sensitive Lands Application located at approximately 5700 W Regional Park Dr.** Washington County Applicant. Jeff Mathis Agent

Discussion:

Washington County is wanting to build a new parks building and emergency operations center on property owned by the county across from the Washington County Fairgrounds. They had previously applied for a preliminary site plan for the building however that was tabled because the proposed use of office and storage buildings are not permitted in the Open Space zoning. They are now coming in with a sensitive lands application. This property is located at the base of the Purgatory Cliffs and has some sloping concerns on the property. The City Council approved a zone change for this application on March 16, 2023 meeting from open space to public facilities.

The Planning Commission gave a positive recommendation subject to staff and JUC comments.

Findings:

Recommendation:

Attachments:

1. WashCO EOC Sensitive Lands Application
2. 2023-ZC-05 2023-PSP-01 2023-HIL-02 Washington County Parks Building
3. Copy of scan1
4. EOC Sensitive Lands Application Plans 2-13-23
5. Legacy Park Parcels to rezone
6. Legacy Park Patent-OWNERSHIP
7. WC_EOC Drainage Study
8. 220442 EOC Building-Geotech



PLANNING & ZONING
HURRICANE CITY
UTAH

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

SENSITIVE LANDS APPLICATION

For office use only:

File No. _____

Receipt No. _____

Name: Washington County, Utah Telephone: 435-634-5700

Address: 111 E Tabernacle St., St. George UT, 84770 Fax No. _____

Email: nicholle.felshaw@washco.utah.gov Agent Email: jm@mrwdesign.com

Agent (If Applicable): Jeff Mathis Telephone: 435-619-6613

Address/Location of Subject Property: Approx. 5700 W Regional Park Dr., Hurricane UT

Tax ID of Subject Property: H-4-2-3-1202 Zone District: Currently OS
Re-zone to PF

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) Emergency Operations Center,
Search & Rescue Storage, Legacy Park Maintenance Storage

Other companion application submitted with the Development Plan:

- ☐ Preliminary Plat
- ☐ Site Plan Review
- ☐ Conditional Use Permit
- ☒ Rezone
- ☐ Other

Submittal Requirements:

Please review the attached Supplemental Information to determine additional information that must be submitted with this application.

DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

The following information shall be submitted with the application for Development Plan approval, and may be in addition to information required for a companion application being processed concurrently with the Development Plan:

X 1. Development plan: The development plan shall clearly show:

X a. Two (2) foot contours. The contour map shall be prepared and certified by a licensed professional civil engineer or surveyor drawn at a scale no smaller than one (1) inch equals one hundred (100) feet. Contour maps based on interpolation of maps with larger contour intervals are not acceptable.

X b. Field surveys may be required of the applicant by the City to verify the accuracy of the contour lines shown on the contour map.)

X c. Slopes having grades of 10-29 percent and natural slopes of thirty (30) percent or greater shall be color shaded clearly showing the difference between the two categories. This contour information shall either be

computer based or based on profile lines drawn perpendicular to contours at intervals no less than one hundred fifty (150') feet apart, nor greater than seventy-five (75') feet from an existing or proposed property line. Grades shall then be determined by calculating the slope along one hundred (100) foot segments of the profile. (See Appendix Diagram-A of the Land Use Ordinance)

 X d. To determine required minimum lot size (Section 10-24-6B of the Sensitive Land Ordinance), the average natural grade on each proposed parcel shall be calculated and indicated on the development plan. The average grade is determined by calculating the grade of the natural slope between two opposing property lines, based on profiles taken perpendicular to the contours, no less than one hundred fifty (150) apart, nor greater than seventy-five (75) feet from an existing or proposed property line.

 X e. The proposed development layout of lots, roads, proposed road grades, open space, area of disturbances, and existing native vegetation.

 X 2. Soils Investigation Report: A soils investigation report which contains the following information:

 X a. Nature, distribution, and classification (Unified Soil Classification) of existing soils to the appropriate depth of influence by the proposed development, but not less than ten (10) feet deeper than the proposed excavations or to bedrock.

 X b. Strength of existing soils, bearing capacity of supporting soils, settlement estimates, collapse and shrink swell characteristics, lateral pressures, and trench excavation limitations.

 X c. Ground water levels that may affect development and estimated elevation of high ground water levels.

 X d. Appropriate laboratory testing for classification, consistency, strength, and consolidation conditions.

 X e. Slope stability.

 X f. A written statement by the persons or firm preparing the soils report describing the general suitability of the site for the owner=s intended use.

 X 3. Geotechnical Report: A geotechnical and geological report shall be prepared by a geologist licensed to practice in the State of Utah, whenever a proposed building permit or development project:

(a) Is located within one thousand (1,000) feet of an identified fault; or

(b) Is located on slopes estimated to be twenty (20) percent or greater; or

(c) Is determined to have potential hazards by the City Engineer, County Geologist or State Geologist.

The geotechnical and geological report when required above shall include:

 X a. A geologic map showing topography, surface and subsurface geologic features and any geologic limitations to the proposed use.

 X b. Depth to bedrock.

 X c. Subsurface investigative logs and reports.

 X d. Identification of all geologic hazards; and

 X e. Measures to mitigate or eliminate geologic hazards and problems.

 X 4. Grading and Drainage Plan: A grading and drainage plan report which includes storm water management, erosion, and grading plans describing the methods by which surface water, natural drainages, flooding (including identification of

100-year flood where applicable), erosion and sedimentation loss, and hydrologic hazards will be controlled during and after construction. The plan shall include the following information:

- ☒ a. The grading plan shall show present topography, including the location and depth of all proposed fills and cuts of finished earth surfaces, and/or use of retaining walls including height, using a contour interval of two (2) foot when grades are 0-29% and five (5) foot contours when grades 30% and over.
- ☒ b. The proposed area to be graded shall be clearly delineated on the plan.
- ☒ c. Preliminary Street grades shall be identified on the plan.
- ☒ d. All calculations and proposed details used for design and construction of debris basins, impoundments, diversions, dikes, waterways, drains, culverts and other water management or soil erosion control measures shall be shown. Drainage calculations shall determine runoff volume and peak discharge using the "Rational Method," "SCS Curve Number Method," or appropriate equivalent. Data provided should include:
 - (1) Rainfall depth, duration, and distribution.
 - (2) Watershed slope and drainage area delineation.
 - (3) Land condition of watershed surface.
 - (4) Topography of drainage area; and
 - (5) Soil Descriptions in Watershed. Erosion calculations shall employ predictions of soil loss sheet erosion using the Universal Soil Loss Equation or equivalent. Data to be provided should include factors of:
 - (a) Rainfall intensity and duration.
 - (b) Soil erodibility.
 - (c) Land slope and length of slope or topography.
 - (d) Condition the soil surface and land management practices in use; and
 - (e) Surface cover, grass, pavements, etc.

5. License Required: All required reports shall be prepared by persons licensed to practice their specialty or expertise in the State of Utah, if such license for practice is required.

6. Expert Advice: In reviewing technical reports, calculations, and plans which may be required, the City staff or City Engineer may find it necessary to obtain the advice of other experts regarding the adequacy of the reports submitted, and the validity of the conclusions and recommendations reached in the reports. In such cases the City staff or City Engineer may consult with such experts, with the reasonable costs of these consultations to be borne by the developer prior to any public hearing. The Planning Commission or City Council may require payment by the developer of the costs of such consultations as a condition of preliminary or final plat approval.

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. Call the Planning Department to determine the submittal deadline.

.....
(Office Use Only)

Date Received: _____ Application Complete: YES ____ NO ____

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

PROJECTS SUBJECT TO SENSITIVE LANDS REQUIREMENTS

The following projects are subject to Sensitive Land requirements:

1. All preliminary plats, planned developments, site plan reviews, conditional use permits and any other land use development permits authorized by City Codes when they are:

(a) Located on lands defined in Section 10-24-2 of the Land Use Code or identified as sensitive lands on the General Plan Sensitive Lands Map.

(b) Located within one thousand (1000) feet of a fault identified on a published geologic map.

(c) Located within one hundred (100) feet, measured perpendicularly from a fault identified as a result of on-site investigation by a registered geologist.

(d) Hillside and ridge and bluff areas (as set forth in section 10-24-5A of the Land Use Ordinance.).

2. Any grading on sensitive land not associated with an approved project of the types listed in subsection 1 above, when such grading will:

(a) Disturb ten thousand (10,000) square feet or more of land area.

(b) Create a cut or fill over three (3) feet in height; or

(c) Create trenching over two hundred (200) feet in length.

(A development plan is not required, however sufficient information must be submitted to determine compliance with Chapter 24, Sensitive Lands)

3. All building permits, including grading on vacant lots or parcels not previously processed in accordance with the provisions of this Chapter 24 of the Land Use Ordinance. (A development plan is not required, however sufficient information must be submitted to determine compliance with Chapter 24, Sensitive Lands)

PROJECT REVIEW PROCEDURE

When a preliminary plat, site plan, planned development or conditional use permit or other application is located on sensitive lands, the Development Plan application is submitted as a companion application and processed concurrently. The Planning Commission will review the application(s) and on conditional use permits and site plan reviews they will approve, approve with conditions, or deny the Development Plan application. On preliminary plats, or zone changes, the Planning Commission will forward a recommendation to the City Council. Following receipt of a recommendation from the Planning Commission, or on appeal, the City Council will hold a public hearing on the application and approve, approve with conditions, or deny the proposed Development Plan.

NOTE: To fully understand the requirements for projects on sensitive lands, you should request a copy of Chapter 24 of the Land Use Ordinance from the City of Hurricane Planning Department.



STAFF COMMENTS

Agenda Date:	04/06/2023
Application Number:	2023-PSP-01 2023-HIL-02
Type of Application:	Zone Change, Preliminary Site Plan, Sensitive Lands Application
Action Type:	Legislative
Applicant:	Washington County
Agent:	Jeff Mathis
Request:	A Zone Change from Open Space to Public Facility
Location:	5700 W Regional Park Road
Zoning:	OS
General Plan Map:	Public

Planning Commission Recommendation

The Planning Commission gave a positive recommendation subject to staff and JUC comments.

Discussion:

Washington County is wanting to build a new parks building and emergency operations center on property owned by the county across from the Washington County Fairgrounds. They had previously applied for a preliminary site plan for the building however that was tabled because the proposed use of office and storage buildings are not permitted in the Open Space zoning. They are now coming in with a sensitive lands application. This property is located at the base of the Purgatory Cliffs and has some sloping concerns on the property.

	Zoning	Adjacent Land Use
North	RA-1, PF, M-1	Purgatory Cliffs, Industrial Park further north
East	PF	Washington County Fairgrounds and other public buildings
South	PF, M-1	Washington County Fairgrounds and Quail Creek Industrial Park
West	RA-1	Purgatory Cliffs

Office, general	1 space per 250 square feet of gross floor area	8 spaces minimum
Warehouse, self-service storage	1 space per employee on highest employment shift	

Per their calculations 25 parking stalls are required and 25 are provided

3. Landscape: Hurricane City code requires that a landscape buffer of 10' wide shall front each right-of-way. The site plan does appear to show this area as well as 18% of the site being landscaped.

Sec. 10-32-5. Required landscaping.

A. General requirement. Landscaped areas may include trees, shrubs, vegetative, organic and inorganic ground cover and other organic and inorganic materials identified in an approved landscaping plan. All required landscape areas shall be occupied by plant material or ground cover.

B. Landscaping adjacent to a public street. Except for approved driveways and pedestrian walkways, a landscaped area of ten-foot minimum shall be provided adjacent and parallel to the frontage of a public street as follows:

1. A ten-foot wide landscaped area on any commercial development.

2. At least one tree and three shrubs shall be planted for every 35 feet of street frontage in a required landscaped area. Such trees and shrubs may be clustered, provided that no tree shall be within five feet of another.

3. The slope of any earth berm shall not exceed a vertical to horizontal ratio of one to two and shall be treated with suitable ground cover to prevent soil erosion.

4. The address on the site plan is incorrect. The actual address is approximately 5700 W Regional Park Road.

Sensitive Lands

1. The Sensitive Land Application requires the following items

10-24-5: HILLSIDES AND RIDGE AREAS:

A. Applicability: The following procedures, submittal requirements and standards shall apply to those projects located on lands identified as having at least one of the following characteristics:

- 1. Slopes over ten percent (10%) which are:*

a. Identified through computer generated programs capable of calculating slopes on topographic maps prepared with two foot (2') contour interval accuracy; or

b. Established by profile lines drawn perpendicular to contour lines at intervals no greater than one hundred fifty feet (150') apart, when the slope, measured along any one hundred foot (100') segment of the profile line is ten percent (10%) or greater. (See section 10-24-9, appendix diagram A, of this chapter.)

c. A slope shall be subject to this chapter only when a contiguous identified area of ten percent (10%) or greater exceeds two (2) acres, or if the site is less than one acre and the entire site is ten percent (10%) or greater.

2. *Soils Investigation Report: A soils investigation report which contains the following information:*

a. Nature, distribution and classification (unified soil classification) of existing soils to the appropriate depth of influence by the proposed development, but not less than ten feet (10') deeper than the proposed excavations or to bedrock.

b. Strength of existing soils, bearing capacity of supporting soils, settlement estimates, collapse and shrink-swell characteristics, lateral pressures and trench excavation limitations.

c. Groundwater levels that may affect development and estimated elevation of high groundwater levels.

d. Appropriate laboratory testing for classification, consistency, strength and consolidation conditions.

e. Slope stability.

f. A written statement by the geotechnical engineer, civil engineer, or geologist preparing the soils report describing the general suitability of the site for the owner's intended use. The report shall identify soil constraints to development and shall state the professional opinion of the author as to whether the proposed development plan will mitigate and/or eliminate said constraints in a manner as to prevent hazard to life, hazard to property, and adverse effects. If the soil report prepared for a subdivision shows the presence of critically expansive soils, high water table, organic soils, liquefiable soils, collapsible soils, or other soil problems which, if not corrected, would lead to structural defects of the proposed buildings, damage to the building from the water, or premature deterioration of the public improvements, a soil investigation of each lot in the subdivision shall be required by the city.

3. *Geotechnical Report: A geotechnical and geological report subject to the standards and requirements provided therein.*

4. *Grading And Drainage Plan: A grading and drainage plan report which includes stormwater management, erosion, and grading plans describing the methods by which surface water, natural drainage, erosion and sedimentation loss, and hydrologic hazards that will be controlled during and after construction. The plan shall include the following information:*

a. The grading plan shall show present topography, including the location and depth of all proposed fills and cuts of finished earth surfaces, and/or use of retaining walls including height, using a contour interval of two feet (2') when grades are zero to twenty nine percent (0 - 29%) and five foot (5') contours when grades thirty percent (30%) and over.

b. The proposed area to be graded shall be clearly delineated on the plan.

c. All calculations and proposed details used for design and construction of debris basins, impoundments, diversions, dikes, waterways, drains, culverts and other water management or soil erosion control measures shall be shown. Drainage calculations shall determine runoff volume and peak discharge using the "rational method", "SCS curve number method", or appropriate equivalent. Data provided should include:

(1) *Rainfall depth, duration and distribution;*
 (2) *Watershed slope and drainage area delineation;*
 (3) *Land condition of watershed surface;*
 (4) *Topography of drainage area; and*
 (5) *Soil descriptions in watershed. Erosion calculations shall employ predictions of soil loss sheet erosion using the universal soil loss equation or equivalent. Data to be provided should include factors of:*

- (A) *Rainfall intensity and duration;*
- (B) *Soil erodibility;*
- (C) *Land slope and length of slope or topography;*
- (D) *Condition of the soil surface and land management practices in use; and*
- (E) *Surface cover, grass, pavements, etc.*

2. City staff has received a topographic map, a slope map, a grading plan, geotech report, and drainage plan. All of these will be reviewed in detail during the construction drawings phase.
3. The grading plan provided shows some grading throughout the site. The max unretained slope allowed is a 2:1 slope. Each grade will need to meet that standard.
4. The drainage plan proposes a drainage ditch around the outside of the site to direct stormwater to Regional Park Road; this plan has not been reviewed by Engineering at this time.
5. While there are some steep slopes on the property as a whole this section of the property the slopes are fairly isolated, more of a “rolling hills” type slope as seen below



Example of the slopes on the property

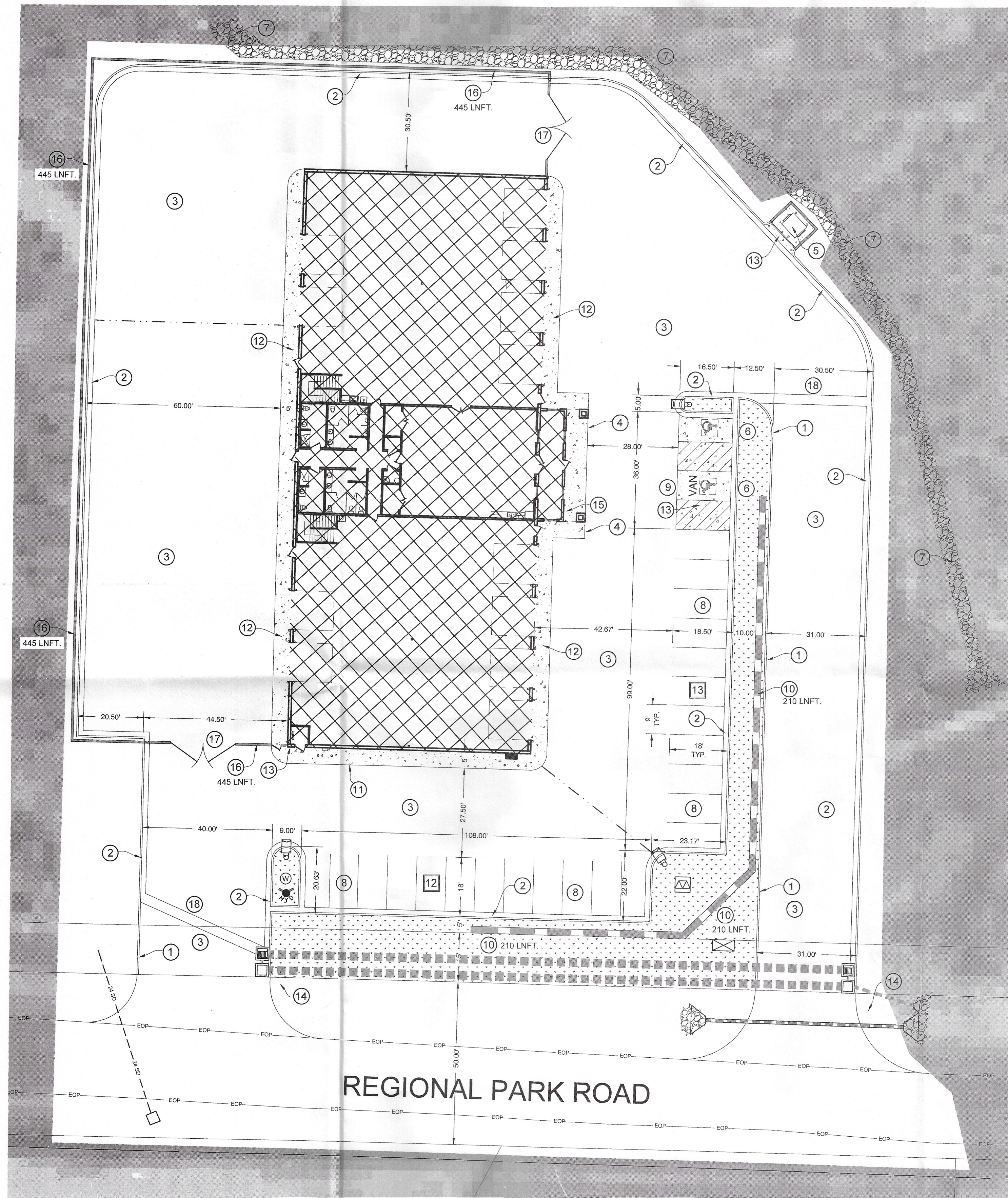
6. This property falls under HCC 10-24-7:
 - a. 3. Area C. *The Virgin Anticline ridges on both the west and east sides of Quail Lake and either side of the valley extending to the south, and south of SR-9. Additional standards for this area are:*

- a. The top two-thirds of the slope below the ridge shall be left undisturbed. The slope is considered to be any land where the grade is ten percent or greater. Density based on subsections 10-24-6C and D of this chapter may be transferred as allowed by subsection 10-24-6D of this chapter. The minimum lot size requirement of subsection 10-24-6B of this chapter on slopes ten percent or greater, are not applicable on the lower one-third of the slope.*
 - b. Development located on the lower one-third of the slope shall be processed as a planned development pursuant to [chapter 23](#) of this title.*
- b. This property is within the lower one-third of the slope. The Planned Development Overlay is only intended for residential developments so subsection (b) wouldn't apply.

Findings: Staff makes the following findings:

- 1. Staff finds the preliminary site plan and sensitive lands application to meet city standards

Recommendation: Staff recommends the City Council review this application based on Hurricane City standards. Staff recommends approval of all items.

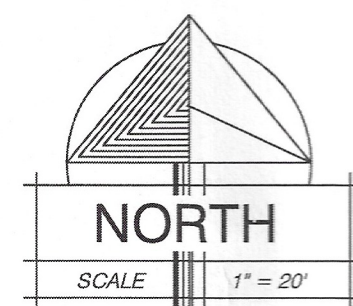
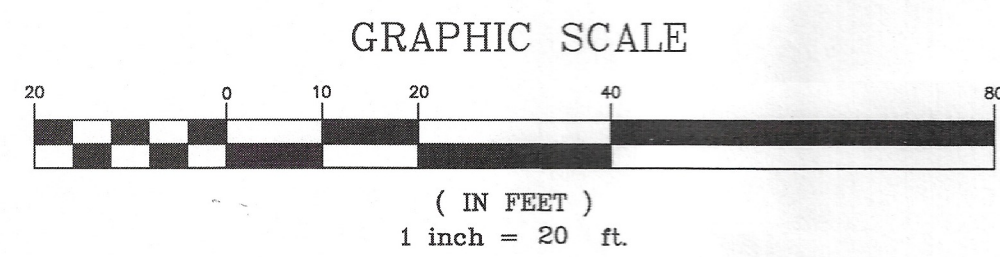


SITE PLAN
SCALE: 1" = 20'

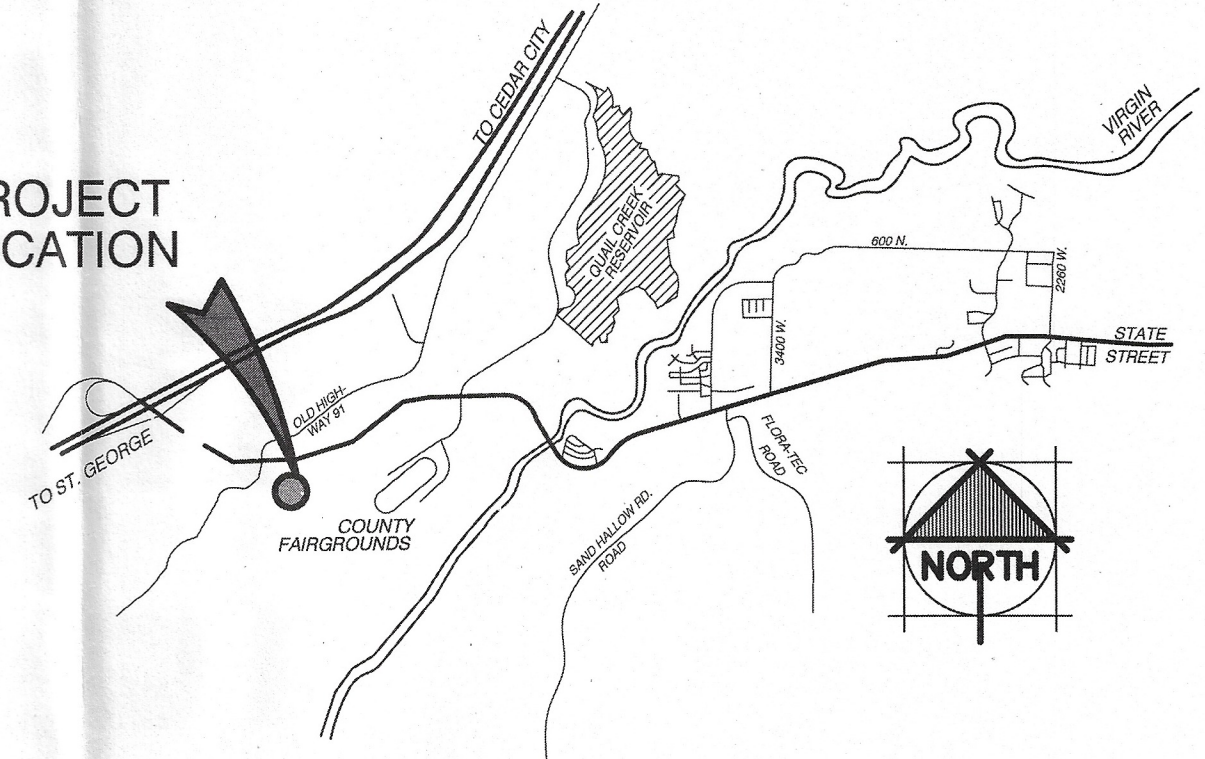
AVOID CUTTING UNDERGROUND
UTILITY LINES. IT'S COSTLY.
Call
before you
Dig
1-800-662-4111
BLUE STAINS LOCATION CENTER, UTAH

LEGEND

- = BUILDING AREA
(SEE ARCHITECTURAL PLANS FOR DETAILS)
- = ASPHALT AREA
- = CONCRETE AREA
- = LANDSCAPE AREA
- = PARKING SPACE QUANTITY
- INSTALL 8" PARKING LOT CURB
(PER DETAIL "A" ON SHEET C4.1)
- INSTALL 24" PARKING LOT CURB
(PER DETAIL "B" ON SHEET C4.1)
- INSTALL ASPHALT PARKING SECTION
(PER DETAIL "C" ON SHEET C4.1)
- ACCESSIBLE AREA CONCRETE
TO BE FLUSH W/ ASPHALT
- INSTALL DUMPSTER ENCLOSURE
(PER DETAIL "E" ON SHEET C4.1)
- INSTALL ACCESSIBLE PARKING SIGN
(PER DETAIL "G" ON SHEET C4.1)
- INSTALL ROCK LINED DRAINAGE CHANNEL, SEE GRADING PLAN
- 4" WIDE PAINTED WHITE PARKING STRIPES AS SHOWN
- INSTALL PAINTED ACCESSIBLE PARKING SPACE SYMBOL
- INSTALL CONCRETE BLOCK RETAINING WALL, SEE GRADING PLAN
- INSTALL 5" WIDE THICKENED EDGE CONCRETE SIDEWALK
SEE DETAIL "F" ON C4.1 (4" THICK CONCRETE OVER 4" TYPE II BASE)
- INSTALL 4" THICK CONCRETE OVER 4" COMPACTED ROAD
BASE AS SHOWN
- REMOTE FIRE DEPARTMENT CONNECTION LOCATION, PROVIDE
KNOX CAPS
- INSTALL STOP & STREET SIGN AS PER HURRICANE CITY STANDARDS
- PROVIDE KNOX KEY BOX AND KEY MOUNTED TO BUILDING
- 6" C.M.U. BLOCK WALL, SEE SITE DETAIL X/C8.1
- 20' METAL GATE
- 3' WIDE, CONCRETE VALLEY GUTTER, SEE DETAIL "D" ON SHEET C4.1



PROJECT
LOCATION



VICINITY MAP

N.T.S.

PROPERTY INFO

PROPERTY ADDRESS = H-4-2-3-1202
APPROX. 5320 W REGIONAL PARK RD.
HURRICANE, UTAH 84737

OWNER / DEVELOPER:

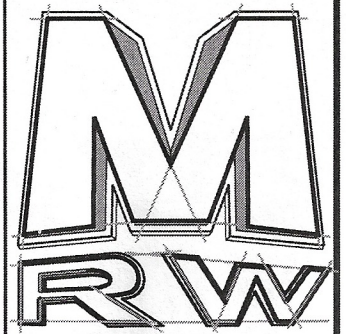
WASHINGTON COUNTY UTAH
AGENT: JEFF MATHIS
75 EAST 100 SOUTH
ST. GEORGE, UTAH 84770
(435) 628-2377
WWW.MRWDESIGN.COM

SITE PLAN NOTES

- ALL PROPERTY CORNERS SHALL BE STAKED/PINNED.
- THE CONTRACTOR IS REQUIRED TO CALL THE CITY FOR INSPECTION OF ALL IMPROVEMENTS RELATED TO THIS PROJECT.
- THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ANY WORK DONE IN A PUBLIC RIGHT-OF-WAY.
- ANY NECESSARY MODIFICATIONS TO APPROVED DESIGNS/PLANS SHALL BE APPROVED BY THE DESIGN ENGINEER AND CITY PRIOR TO CONSTRUCTION.
- ALL WORK SHALL BE CONTAINED ON THE SUBJECT SITE ONLY. NO STOCKPILING OR CONSTRUCTION ACTIVITY SHALL OCCUR OFF THE APPROVED LOT/SITE AREA.
- THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRASH ENCLOSURE ON SITE DURING ALL CONSTRUCTION ACTIVITIES TO CONTAIN DEBRIS AND PREVENT AIRBORNE LITTERING OFF SITE.
- A WATER TRUCK SHALL BE USED ON SITE TO WET DOWN ALL EARTHWORK AND CONTROL AIRBORNE PARTICLES/DUST.
- UNLESS SHOWN OTHERWISE ON THESE PLANS, ALL CONSTRUCTION SHALL CONFORM TO THE "INTERNATIONAL BUILDING CODE" AND ALL RELATED LATEST EDITION CODE BOOKS AS ADMINISTERED BY ST. GEORGE CITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF, AND PROJECTION OF ALL EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.
- ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ST. GEORGE CITY, SPECIFICALLY APPENDIX "J" OF THE INTERNATIONAL BUILDING CODE.
- OWNER/CONTRACTOR SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE THE COMMENCEMENT OF CONSTRUCTION. SIZE OF SIGN, SIZE OF LETTERING, AND PLACEMENT LOCATION SHALL BE APPROVED BY ST. GEORGE CITY PRIOR TO INSTALLATION. SIGN SHALL LIST PROJECT NAME, CONTRACTOR COMPANY NAME, CONTRACTOR PHONE CONTACT INFORMATION AND GRADING PERMIT NUMBER.
- A MANDATORY PRE-CONSTRUCTION MEETINGS WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING, OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICES INSPECTORS.
- ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT VEHICULAR OPERATORS VIEW.

PROJECT INFORMATION

ZONING - M1	
MASTER PLAN - MANUFACTURING	
NEW BUILDING HEIGHT: 23'-2"	
OCCUPANCY TYPE: A-3,S-1	
CONSTRUCTION TYPE: V-B	
BUILDING WILL BE FIT W/AUTOMATIC FIRE SPRINKLER	
TOTAL SITE AREA: 2.18 ACRES; 95,028 sq. ft.	
MAIN FLOOR BUILDING AREA (FOOTPRINT)	15,000 SQ. FT.
	16% OF SITE
PARKING/IMPERVIOUS AREA	63,290 SQ. FT.
	66% OF SITE
LANDSCAPE/COMMON AREA	17,400 SQ. FT.
	18% OF SITE
PARKING DATA	
OFFICE AREA 3,976 SQFT. @ (1 PER 250 SQFT.) = 15 SPACES	
WAREHOUSE AREA 10,724 SQFT. @ (1 PER 1,000 SQFT.) = 10 SPACES	

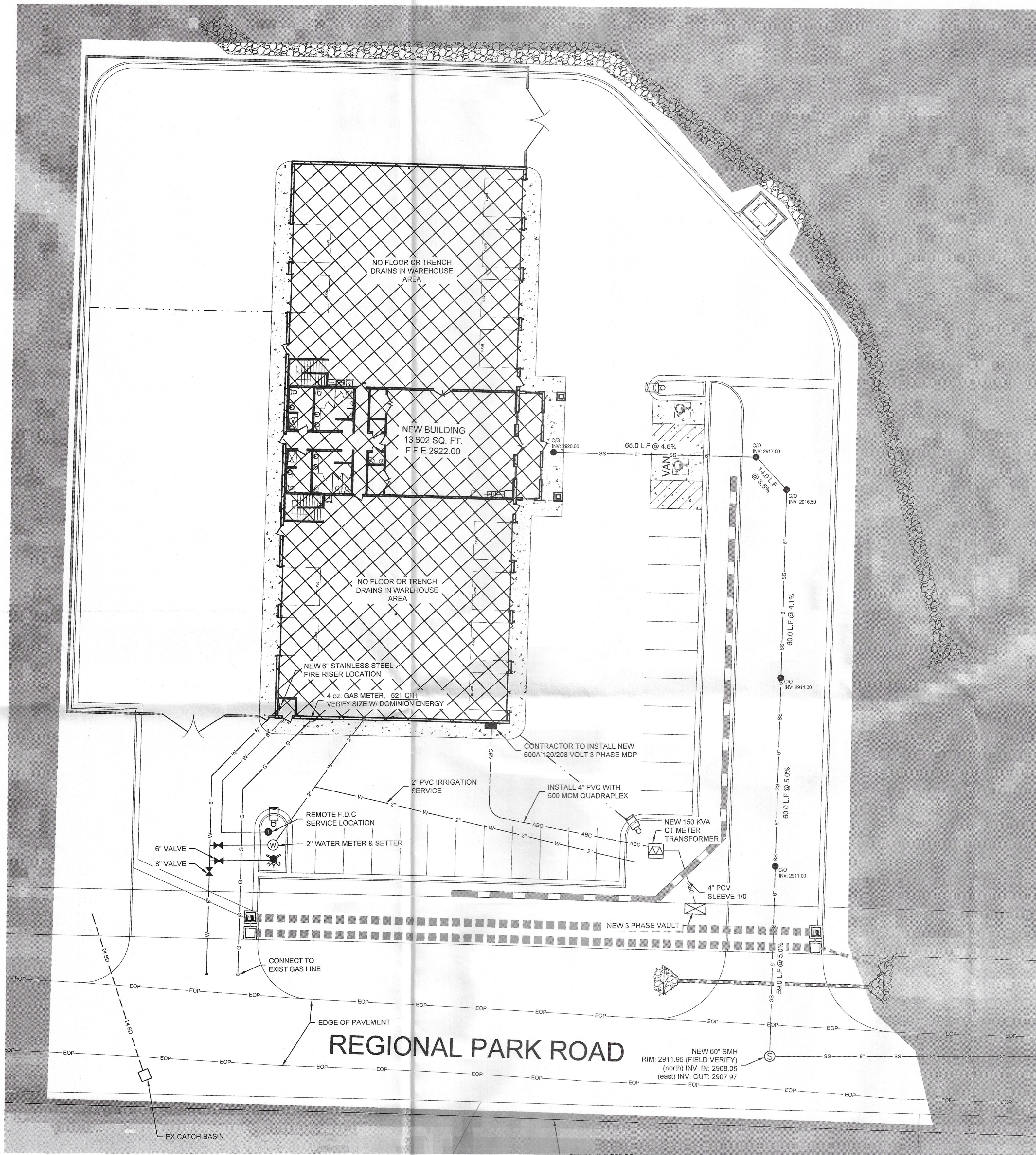


DESIGN
ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

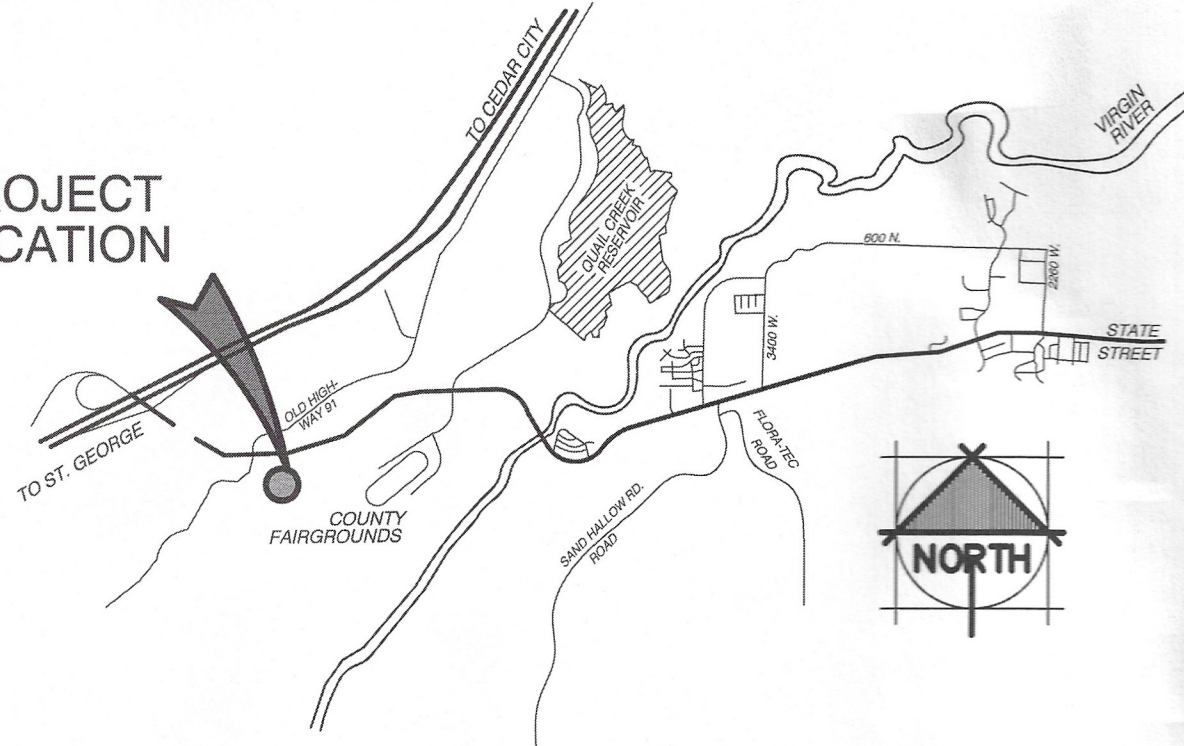
SITE PLAN
WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH

C2.1
OF SHEETS



UTILITY PLAN
SCALE: 1" = 20'

PROJECT
LOCATION



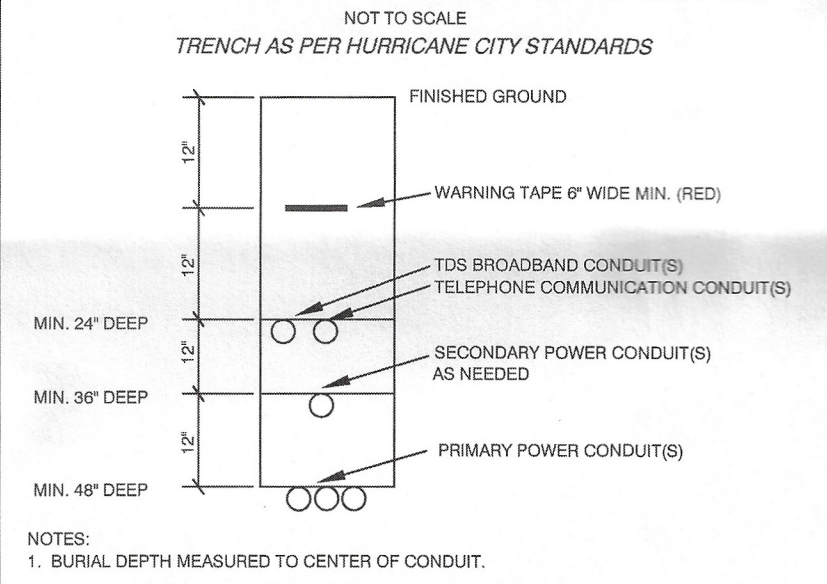
VICINITY MAP

N.T.S.

LEGEND

WTR	EXISTING WATERLINE (SIZE UNKNOWN)
W	PROPOSED C-900 PVC WATERLINE (SIZE SHOWN)
W	PROPOSED WATER VALVE
W	EXISTING FIRE HYDRANT
W	PROPOSED FIRE HYDRANT
SS	EXISTING SANITARY SEWER (SIZE SHOWN)
SS	PROPOSED PVC SANITARY SEWER (SIZE SHOWN)
SS	PROPOSED SEWER CLEAN/OUT
ABC	EXISTING PRIMARY POWER (PHASE NOTED)
ABC	PROPOSED PRIMARY POWER (PHASE NOTED)
ABC	PROPOSED TRANSFORMER
E	PROPOSED SECONDARY POWER (AS NOTED)
E	PROPOSED POWER SERVICE
G	EXISTING DOMINION GAS LINE
T	EXISTING TELEPHONE/COMMUNICATION LINES
TV	EXISTING CABLE LINES

JOINT UTILITY TRENCH DETAIL



Water for Building usage Calculations

Fixture	Load Value (wsfu)	Qty	Sub-Total (wsfu)
1. L-1,2 - Lavatory	2.0	6	12
2. MS-1 - Mop Sink	3	1	3
3. WC-1 - Water Closet, Flush Tank, Public	5.0	7	35.0
4. SS-1 - Conference Room Sink	1.4	1	1.4
5. U-1 - Urinal (flush tank)	3.0	2	6.0
6. CLWS-1 - Clothes washer (public)	3	1	3
7. SH-1 - Roll-in shower (accessible)	4.0	2	8.0
8. S-1 - Stand up utility sink	3.0	2	6.0
9. HB-1 - Hose Bib (Wall Hydrant)	2.5	4	10
Total Estimated Daily Use (wsfu)			84.4
Total Estimated Demand per 2018 IPC, Appendix E, Table E103.3(3)*			41.0 gpm

*1 Indicates calculation excludes landscape, must be irrigated in off-peak hours

DOMINION ENERGY GAS NOTES:

- DEVELOPER NEEDS TO CONTACT DOMINION ENERGY PRE-CONSTRUCTION DEPARTMENT PRIOR TO BREAKING GROUND FOR GAS SIGN UP. CONTACT JEFF BURTON (435)-674-6157
- DEVELOPER WILL BE RESPONSIBLE TO GET ALL COMPACTION TESTS DONE AT THE DEVELOPER'S EXPENSE. 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. 550 N. ST. GEORGE)
- ALL OF THE 10 FOOT UTILITY EASEMENTS BACK OF SIDEWALK WILL BE GRADED, AT FULL 10 FOOT WIDTH, TO WITHIN 8 INCHES OF TOP BACK OF CURB BEFORE GAS LINES WILL BE INSTALLED. ****DEVELOPER WILL BE RESPONSIBLE FOR THE COSTS OF ANY GAS LINES TO BE LOWERED AND/OR RELOCATED AFTER INSTALLATION.****
- ALL TRENCHES SHALL BE BACKFILLED AND ALL DEBRIS, CONSTRUCTION MATERIALS AND EXCESS DIRT PILES SHALL BE CLEARED AWAY.
- PROPERTY LOT LINES, BACK OF CURB AND GRADE MUST BE STAKED BY DEVELOPER BEFORE GAS WILL BE INSTALLED.
- POWER, WATER, SEWER LINES, CULVERTS OR OTHER HAZARDS NOT CLEARLY NOTICEABLE SHALL BE STAKED BY DEVELOPER
- FAILURE TO COMPLY WITH THE ABOVE NOTES WILL RESULT IN DELAY OF GAS SERVICE TO THIS PROJECT. CONTACT CRAIG HANSEN, (435)-674-6144, AT LEAST 2 WEEKS PRIOR TO BEING READY, FOR SCHEDULING OF INSTALLATION.
- **** IMPORTANT NOTICE ****
- GAS WILL BE PUT ON THE SCHEDULE FOR INSTALLATION WHEN POWER TRENCH IS BURIED. STREETS ARE TO BE WITHIN 6\"/>
- HIGH PRESSURE GAS NOTE:
- IF HIGH PRESSURE GAS LINES ARE LOCATED IN OR NEAR YOUR DIGGING AREA:
- BEFORE DIGGING PLEASE CALL:
- BRIAN WARD (435)-559-6547

CENTURYLINK NOTES:

- DEVELOPER TO PROVIDE ALL TRENCH AND CENTURYLINK WILL PROVIDE 4\"/>
- INSIDE TERMINATION: DEVELOPER TO PROVIDE 4\"/>
- CONTACT CENTURYLINK ENGINEER AT 385-478-7339 OR BRAXTON.PETERSON@CENTURYLINK.COM 45 DAYS BEFORE ANY SERVICE IS REQUIRED TO SETUP SITE VISIT AND REPORT ANY CHANGES TO JUC APPROVED PLANS
- 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:

- THE DEVELOPER WILL PROVIDE ALL REQUIRED TRENCH WITHIN THE PROJECT. ANY MODIFICATIONS ALONG THE PERIPHERY TO FEED THIS PROJECT WILL BE BILLED TO THE DEVELOPER.
- TDS WILL PROVIDE CONDUITS. PLEASE CONTACT DAVID AT 435-703-8832 AT LEAST 3 WEEKS PRIOR TO OPENING TRENCH TO SCHEDULE WORK.
- ANY QUESTIONS REGARDING CONSTRUCTION OF SERVICE SHOULD BE DIRECTED TO DAVID TRAUTNVEIN WITH TDS AT 435-703-8832
- RELOCATION OF NEW OR EXISTING TDS FACILITIES WILL BE BILLABLE TO THE DEVELOPER/CONTRACTOR
- 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.

WATER NOTES:

- ALL WATERLINE WORKS MUST BE INSTALLED BY A CONTRACTOR THAT HAS BEEN PRE-QUALIFIED BY THE CITY OF HURRICANE WATER DEPARTMENT
- ALL CONSTRUCTION SHALL CONFORM TO THE "CITY OF HURRICANE STANDARD SPECIFICATIONS FOR DESIGN AND CONSTRUCTION", "THE INTERNATIONAL PLUMBING CODE", AND THE "UNIFORM BUILDING CODE" LATEST EDITION AS ADMINISTERED BY THE CITY OF HURRICANE
- CONTRACTOR SHALL POTHOLE ALL PIPELINES AND VERIFY LOCATION AND DEPTH PRIOR TO PROCEEDING WITH ANY BUILDING OR PIPELINE CONSTRUCTION
- THE POTABLE WATER SUPPLY TO LAWN IRRIGATION SYSTEMS SHALL BE PROTECTED AGAINST BACKFLOW PER THE INTERNATIONAL PLUMBING CODE (IPC) SECTION 608.16.5 AND FOR FIRE SPRINKLER SYSTEMS PER (IPC) 608.16.4
- ALL BACKFLOW ASSEMBLY INSTALLATION AND TEST REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE CITY OF HURRICANE REQUIREMENTS.
- 14 GAUGE WIRE SHALL BE TAPED TO ALL WATER LINES FOR LOCATING PURPOSES. THE WIRE SHALL ALSO BE BROUGHT UP AT EACH VALVE BOX AND HYDRANT.
- THRUST RESTRAINT ON THE NEW PIPELINE WILL BE AS SHOWN ON THE DETAILS, USE MEGA-LUG ON THE FITTINGS AND FIELD LOCK GASKETS ON THE REQUIRED LENGTH OF RESTRAINED PIPE.
- ASPHALT REPLACED OVER THE PIPE TRENCHING IS TO MATCH EXISTING PAVEMENT DEPTHS WITH A 6\"/>
- CONTRACTORS SHALL CUT OFF AND CAP (BACK AT THE WATER MAIN), ALL EXISTING SERVICE LINES OR UN-USED STUB LINES THAT WILL BE ABANDONED.
- ANY CHANGES MADE IN THE FIELD MUST BE FIRST APPROVED AND DOCUMENTED BY THE CITY OF HURRICANE WATER SERVICES ENGINEER.
- CONTACT DALLAN AT 435.632.5843 WITH ANY WATER SERVICE RELATED QUESTIONS.

WASTE WATER NOTES:

- ALL SEWER SYSTEMS NEED TO BE INSPECTED BY ASH CREEK SPECIAL SERVICES DISTRICT. CALL 24 HOURS BEFORE BUYING SEWER FOR INSPECTION. PLEASE CALL 635-2348.
- ALL SEWER MAINS TO BE INSTALLED IN A PUBLIC STREET
- PRIVATE SEWER LINES TO BE MAINTAINED BY OWNER AS PER PRIVATE SEWER AGREEMENT WITH ASH CREEK SPECIAL SERVICES DISTRICT.
- ANY SEWERS NOT IN PUBLIC STREETS SHALL SHOW RECORDED EASEMENTS.
- ALL NEW SANITARY SEWER CONSTRUCTION TO BE DONE IN ACCORDANCE WITH LOCAL ASH CREEK SPECIAL SERVICE DISTRICT.
- NO SEWERS UNDER 9\"/>
- BUILDINGS MAY REQUIRE INTERCEPTORS AT LATER DATE.
- ALL SEWER MANHOLES SHALL HAVE ASH CREEK SPECIAL SERVICE DISTRICT LOGO LIDS FOR FINAL INSPECTION.

WASTE WATER GENERAL NOTES:

- SEWER IS TO MEET THE CURRENT ASH CREEK SPECIAL SERVICE DISTRICT (DISTRICT) CONSTRUCTION STANDARD. PRIOR TO COMPLETION OF THE PROJECT PROVIDE A COPY OF THE GEOTECHNICAL REPORT AND THE COMPACTION TEST RESULTS TO THE DISTRICT.
- PRIOR TO COMPLETION OF THE PROJECT PROVIDE A PDF AND 2X3\"/>
- THE DRAWING OF RECORD SHOULD INCLUDE A DISTANCE FROM THE NEAR SIDE PROPERTY LINE TO THE SEWER LATERAL MARKER. ALSO INCLUDE ANY CHANGES TO SEWER MAIN LINE SLOPES AND DEPTHS. 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: MANHOLE 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
- DURING CONSTRUCTION ALL SEWER LINES WILL NEED TO BE CAPPED OR SEALED TO PROTECT THE SEWER SYSTEM FROM FLOODING OR RAIN EVENTS.

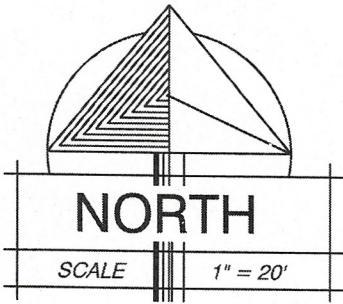
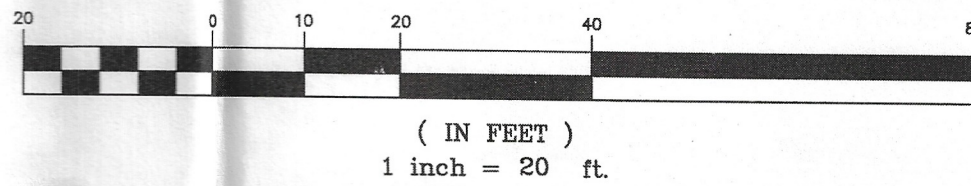
POWER NOTES:

- DEVELOPER RESPONSIBLE FOR ALL COSTS, UNLESS OTHERWISE STATED ON PRINT.
- ONLY A PRE-APPROVED CONTRACTOR SHALL WORK ON AND INSTALL ANY PART OF THE ELECTRICAL SYSTEM. LINES ARE FOR SCHEMATIC PURPOSES ONLY. ALL EQUIPMENT AND PLACEMENT OF, TO BE TO HURRICANE POWER SPECS.
- PRE-APPROVED CONTRACTOR TO GO OVER PRINTS WITH HURRICANE POWER BEFORE BEGINNING WORK. CONTACT HURRICANE POWER FOR AN APPOINTMENT: 435-635-5538
- 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.
- NO RETAINING WALLS TO RUN INTO UTILITY EASEMENTS.
- ALL CONDUITS TO BE FOAMED. ANY EMPTY STUB OUTS TO HAVE A TEMPORARY PLUG INSTALLED.
- ANY CHANGES TO THE SIGNED SET OF PLANS MUST BE APPROVED BY HURRICANE POWER.
- THE ENTIRE JUC TRENCH MUST BE BACKFILLED WITH 1\"/>
- ALSO AROUND ELECTRICAL BOXES AND EQUIPMENT.
- 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.
- METERS SHALL NOT BE LOCATED IN FENCED IN AREAS. METERS SHALL BE KEPT ACCESSIBLE AT ALL TIMES.
- DEVELOPER WILL BE BILLED A TERMINATION FEE \$98.00 DOLLARS PER PRIMARY ELBOW TERMINATIONS.
- DEPENDING ON TRANSFORMER LOCATION, TRANSFORMER MAY NEED DOLLARS TO PROTECT IT FROM TRAFFIC. CONTACT HURRICANE POWER REGARDING QUESTIONS ON THIS.
- CEMENT BASEMENTS, THREE PHASE TRANSFORMER PADS AND STREET LIGHT BASES TO BE PRECAST ONLY. TO BE SUPPLIED BY APPROVED VENDORS ONLY.
- SIZE OF ACCEPTABLE CONDUITS FROM THE TRANSFORMER TO METER PANEL IS 3\"/>
- ELECTRICIAN. SIZE OF ACCEPTABLE WIRE IS 350 OR 500 ALUMINUM.
- HURRICANE POWER HAS CHANGED OUR STREET LIGHT SPEC. TO LEDS, SEE HURRICANE POWER FOR NEW SPEC.
- A FEE OF \$8,999 WILL BE APPLIED TO THE INVOICE FOR CONNECTION INTO EXISTING 3 PHASE SWITCH.
- DEVELOPER WILL BE BILLED \$1,395.00 CT METERING FEE AND WILL METER ALL THE LOAD AT THE TRANSFORMER. HURRICANE CITY WILL PROVIDE ALL CT MATERIAL.
- STREET LIGHTS MUST BE 25\"/>

PRE NOTES:

- THE TYPE OF CONSTRUCTION FOR THE BUILDING WILL BE STANDARD BUILDING MATERIALS INCLUDING: CONCRETE, WOOD, STEEL & C.M.U. BLOCK.
- BUILDING HEIGHT = 25'-0\"/>
- BUILDING WILL BE FIRE SPRINKLED AND HAVE A FIRE ALARM.
- BUILDING OCCUPANCY TYPE: A-3,S-1
- BUILDING CONSTRUCTION TYPE: V-B

GRAPHIC SCALE



7-18-22
DATE:

21050
JOB NUMBER:

1" = 20'
SCALE:

R.N.
DRAWN:

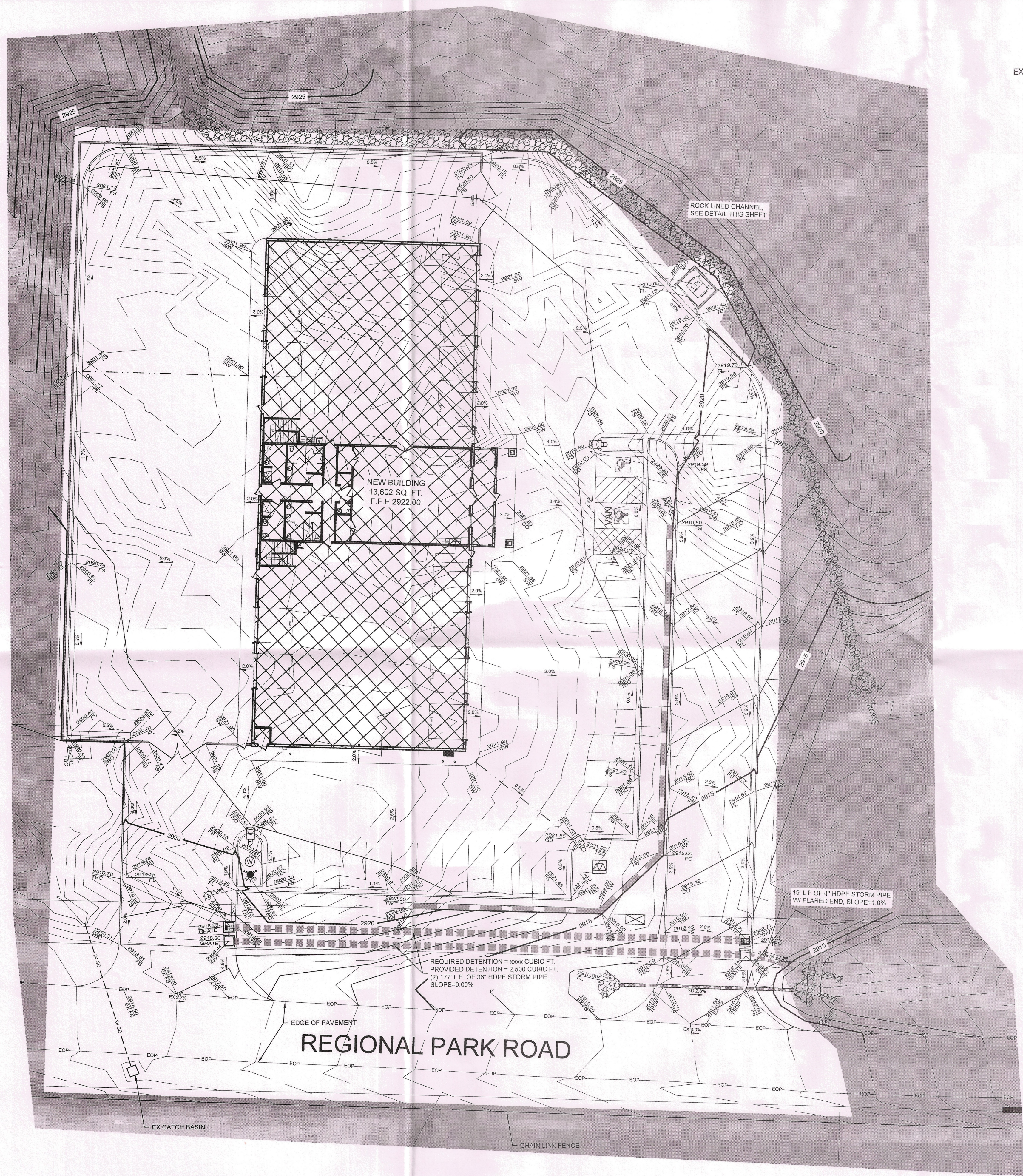
J.J.M.
CHECKED:

DESIGN
ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

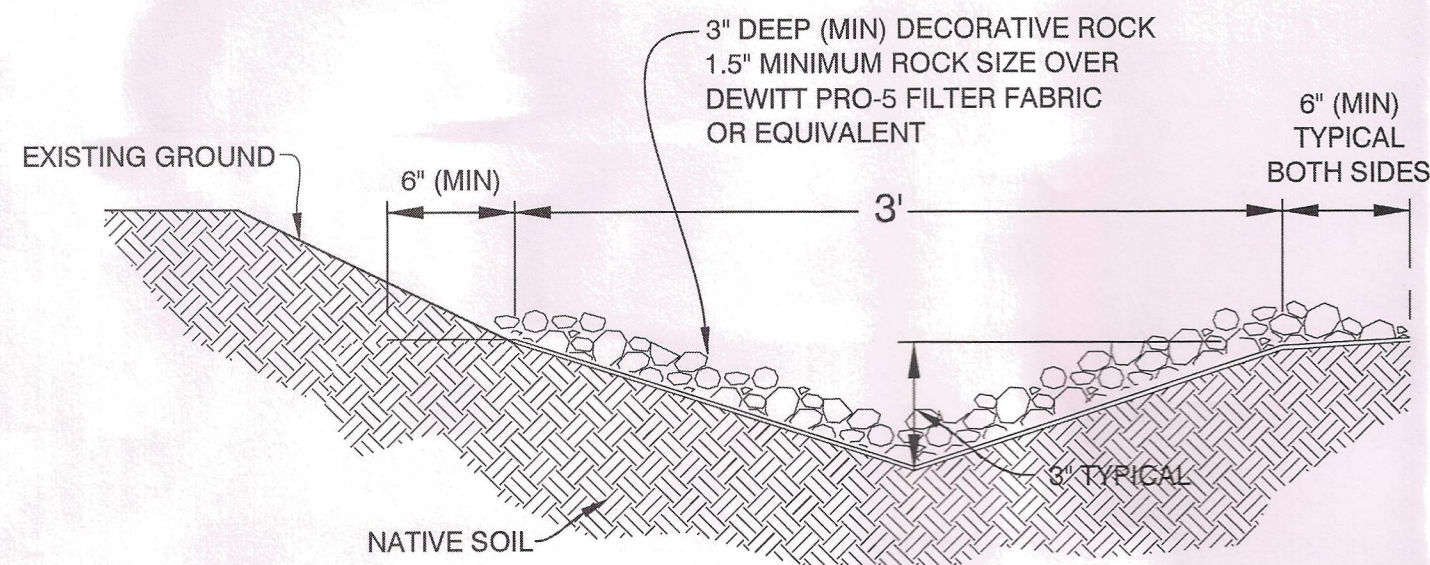
73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

UTILITY PLAN
WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH

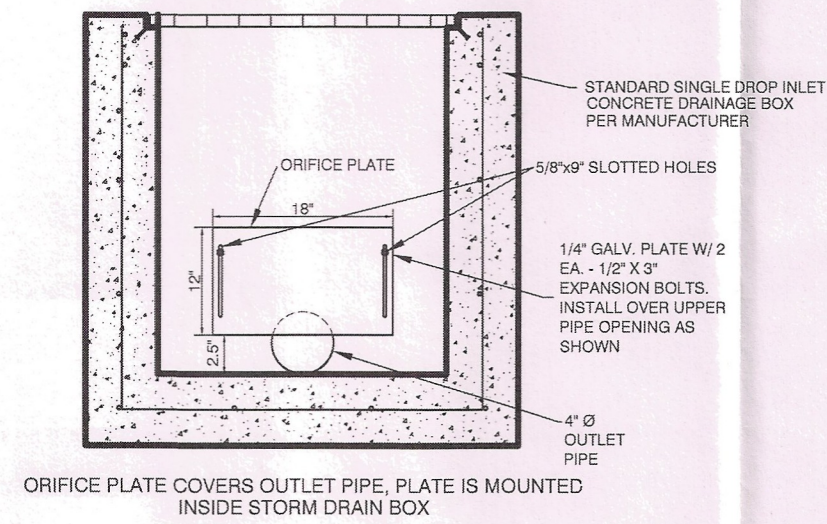
C2.2
OF SHEETS



GRADING PLAN
SCALE: 1" = 20'



ROCK LINED CHANNEL



STORM DRAIN BOX #2
ORIFICE DETAIL

*NOTES:

- 1.) ALL EXTERIOR EXIT DISCHARGE DOORS TO HAVE LEVEL EXTERIOR LANDING WITH A 2% MAX SLOPE (SEE GRADING PLAN SHEET C4)
- 2.) ALL ACCESSIBLE PARKING STALLS, ACCESS AISLE & EGRESS ROUTE TO HAVE A 2% MAX SLOPE AND CROSS SLOPE (SEE GRADING PLAN SHEET C4)
- 3.) VAN ACCESSIBLE PARKING STALLS HAVE BEEN LABELED ON THE PLAN ALL VAN ACCESSIBLE STALLS ARE TO BE 18' DEEP X 9' WIDE, WITH A STRIPED AREA THAT IS 18' DEEP X 8' WIDE PER ICC A117.1-09 SECTION 502.
- 4.) ALL ACCESSIBLE ACCESS ROUTES ARE TO BE A MINIMUM OF 5' WIDE AND HAVE A 5% MAX RUNNING SLOPE AND 2% MAX CROSS SLOPE (SEE GRADING PLAN SHEET C4)

Call
before you
Dig
1-800-662-4111
BLUE STIMES LOCATION CENTER (UTAH)

STORM DRAIN DATA

#	TYPE	TBC	GRATE	INV IN	INV IN ADDITIONAL	INV OUT
1	DROP INLET (2) 4' x 4' BOXES	2907.43	2906.93	N/A	N/A	(2) 30" (EAST) 2899.43
2	DROP INLET (2) 4' x 4' BOXES	2905.93	2905.43	(2) 30" (WEST) 2899.43	12" (NORTH) 2899.43	4" (SOUTH) 2899.43
3	DROP INLET 2' x 2' BOX	N/A	2908.80	N/A	N/A	12" (SOUTH) 2905.30

*SEE DETENTION OUTLET STRUCTURE DETAIL ON THIS SHEET

LEGEND

- 81.30 TBC = TOP BACK OF CURBING ELEV.
- 81.30 FG = TOP OF ASPHALT (FINISHED GRADE)
- 2781 = DIRECTION OF FLOW
- 2781 = EXISTING 1' CONTOUR
- 2780 = EXISTING 5' CONTOUR
- 2781 = PROPOSED 1' CONTOUR
- 2780 = PROPOSED 5' CONTOUR
- ACA — ACA — ACA — = ACCESSIBLE ROUTE TO BE A MINIMUM OF 5' WIDE AND HAVE A 2% MAX CROSS SLOPE AND 5% MAX RUNNING SLOPE
- NEW CONCRETE BLOCK WALL (SEE GEOTECH ENGINEER DESIGN)
- TW=60.5 BW=53.5 = TOP & BOTTOM OF WALL ELEVATIONS

GRADING PLAN NOTES

1. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE, SPECIFICALLY APPENDIX K OF THE "INTERNATIONAL BUILDING CODE," 2003 EDITION, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.
2. THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
3. ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL STRUCTURAL FILL SHALL BE PLACED IN 8 INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).
4. ALL EXCAVATIONS, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUBSOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.
5. OWNER IS RESPONSIBLE FOR ALL ON SITE DRAINAGE AND DETENTION.

EARTHWORK QUANTITIES

3,529 (C) CU. YD. CUT
5,236 (F) CU. YD. FILL
1,706 (C) CU. YD. NET CUT

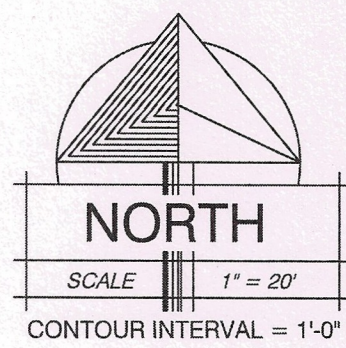
CUT AND FILL VOLUMES SHOWN ARE BASED ON DIGITAL TERRAIN MODELING COMPUTATIONS. VOLUMES SHOWN ARE COMPACTED IN PLACE VOLUMES AND DO NOT REFLECT EXPANSION AND SHRINKAGE CONDITIONS EXPERIENCED DURING CONSTRUCTION. THESE VOLUMES ARE SHOWN AS REFERENCE ONLY.

THE CONTRACTOR SHALL BE RESPONSIBLE TO EVALUATE THE ONSITE SOILS, REVIEW THE GEOTECHNICAL INVESTIGATION AND DETERMINE THE ANTICIPATED EARTHWORK FOR THIS PROJECT.

THESE VOLUMES ARE GENERATED TO THE FINISHED GRADE OF THE SITE

DRAINAGE NOTES

1. ALL DRAINAGE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE DRAINAGE STUDY.



GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

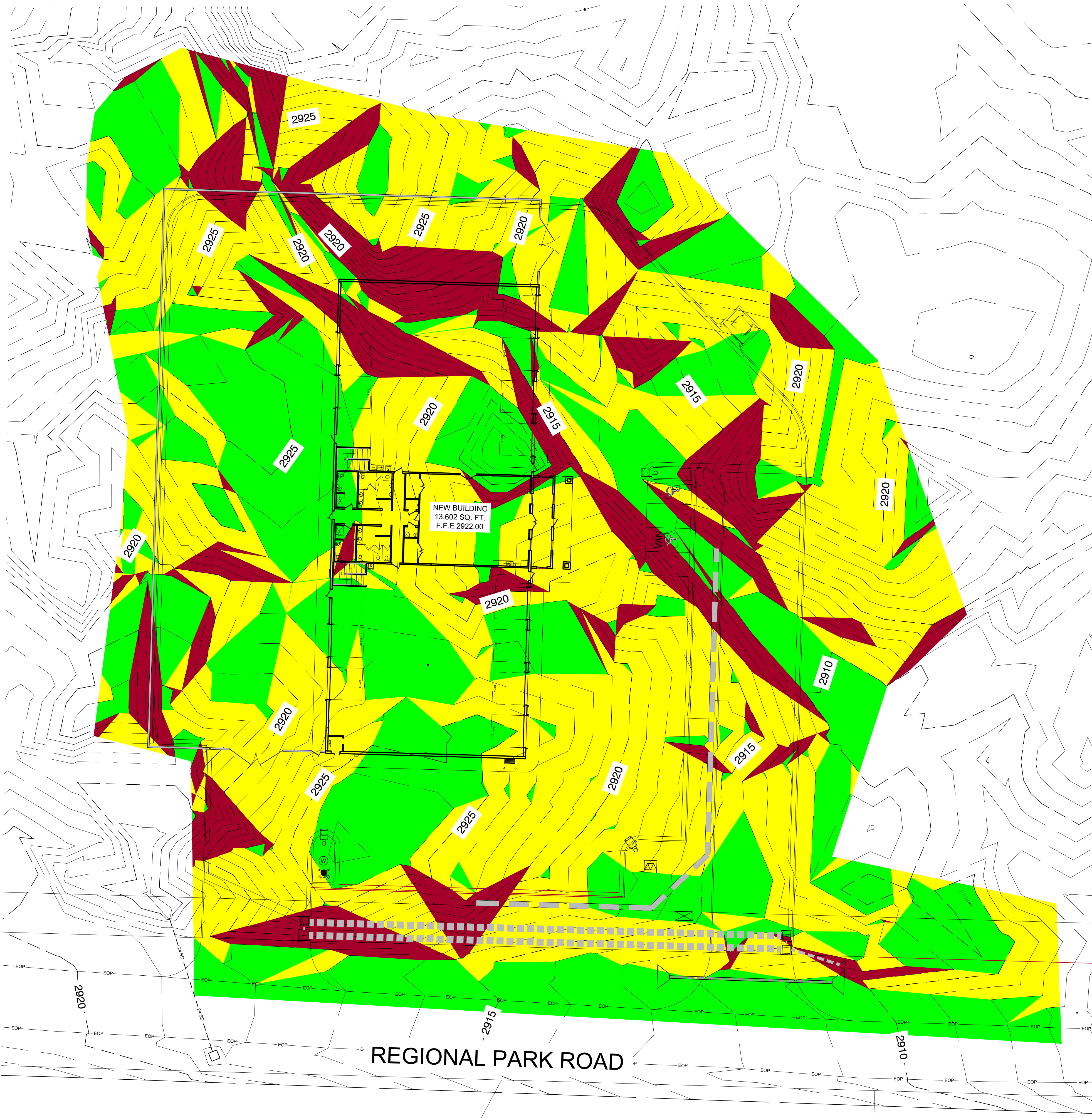
7-18-22
DATE:
21050
JOB NUMBER:
1" = 20'
SCALE:
R.N.
DRAWN:
J.J.M.
CHECKED:

M
RW
DESIGN
ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

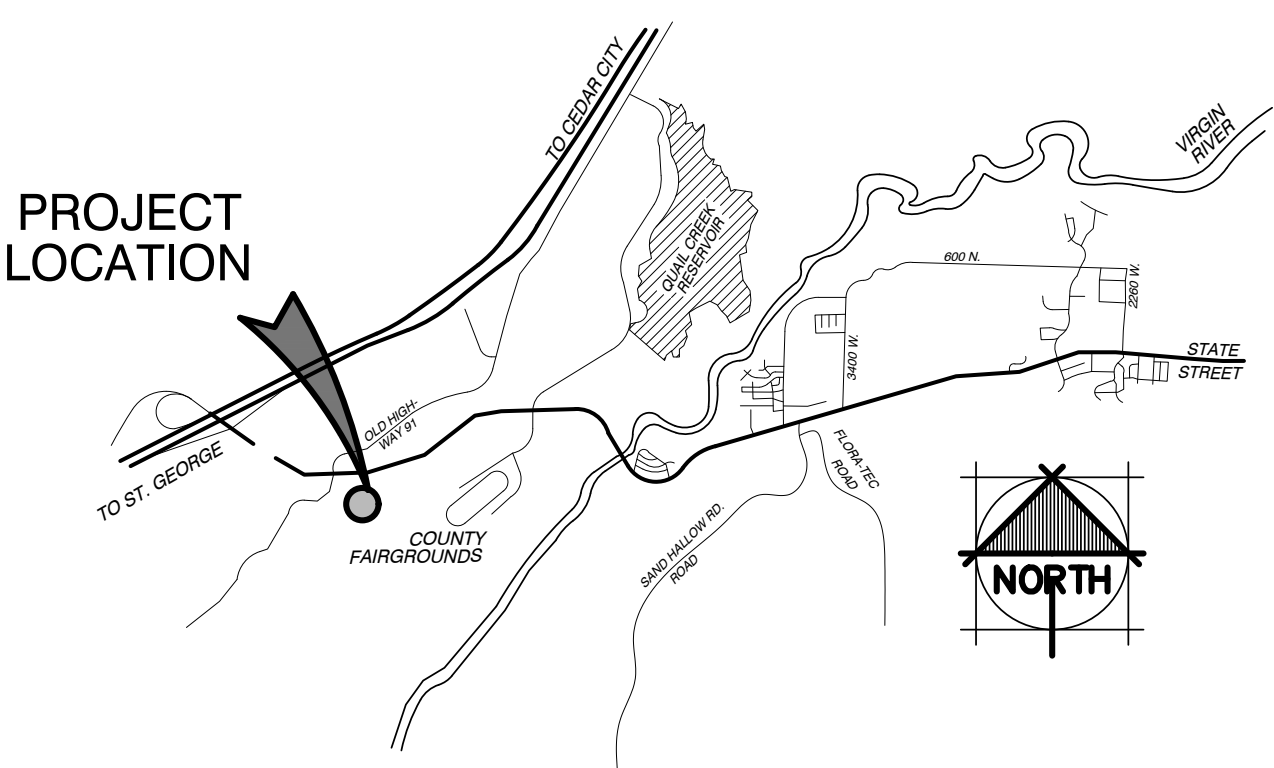
GRADING PLAN
WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH

C2.3
OF SHEETS



SENEITIVE LANDS PLAN
SCALE: 1" = 20'

Call
before you
Dig
1-800-662-4111
BLUE STAMER LOCATION CENTER, UTAH



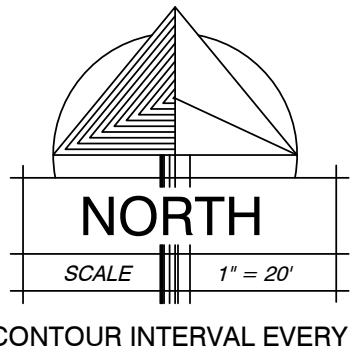
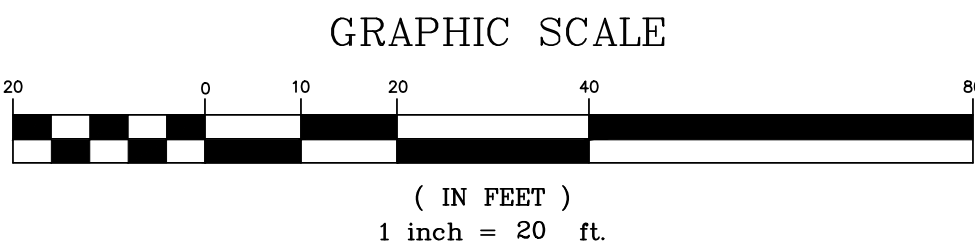
VICINITY MAP

N.T.S.

PROPERTY INFO

PROPERTY ADDRESS = H-4-2-3-1202
APPROX. 5320 W REGIONAL PARK RD.
HURRICANE, UTAH 84737

OWNER / DEVELOPER:
WASHINGTON COUNTY UTAH
AGENT: JEFF MATHIS
75 EAST 100 SOUTH
ST. GEORGE, UTAH 84770
(435) 628-2377
WWW.MRWDESIGN.COM



EXISTING GROUND
SLOPE LEGEND

- = 34% AREA OF SITE WITH SLOPE FROM 0-9%
- = 52.1% AREA OF SITE WITH SLOPE FROM 10-29%
- = 13.9% AREA OF SITE WITH SLOPE FROM 30-99%

PROJECT INFORMATION

ZONING - M1	
MASTER PLAN - MANUFACTURING	
NEW BUILDING HEIGHT: 23'-2"	
OCCUPANCY TYPE: A-3, S-1	
CONSTRUCTION TYPE: V-B	
BUILDING WILL BE FIT W/AUTOMATIC FIRE SPRINKLER	
TOTAL SITE AREA:	2.18 ACRES; 95,028 sq. ft.
MAIN FLOOR BUILDING AREA (FOOTPRINT)	15,000 SQ. FT. 16% OF SITE
PARKING/IMPERVIOUS AREA	63,290 SQ. FT. 66% OF SITE
LANDSCAPE/COMMON AREA	17,400 SQ. FT. 18% OF SITE
PARKING DATA	
OFFICE AREA 3,976 SQFT. @ (1 PER 250 SQFT.) = 15 SPACES	
WAREHOUSE AREA 10,724 SQFT. @ (1 PER 1,000 SQFT.) = 10 SPACES	

EARTHWORK QUANTITIES

3,529 (C) CU. YD. CUT
5,236 (F) CU. YD. FILL
1,706 (C) CU. YD. NET CUT

CUT AND FILL VOLUMES SHOWN ARE BASED ON DIGITAL TERRAIN MODELING COMPUTATIONS. VOLUMES SHOWN ARE COMPACTED IN PLACE VOLUMES AND DO NOT REFLECT EXPANSION AND SHRINKAGE CONDITIONS EXPERIENCED DURING CONSTRUCTION. THESE VOLUMES ARE SHOWN AS REFERENCE ONLY.

THE CONTRACTOR SHALL BE RESPONSIBLE TO EVALUATE THE ONSITE SOILS, REVIEW THE GEOTECHNICAL INVESTIGATION AND DETERMINE THE ANTICIPATED EARTHWORK FOR THIS PROJECT.

THESE VOLUMES ARE GENERATED TO THE FINISHED GRADE OF THE SITE

7-18-22
DATE:

21050
JOB NUMBER:

1" = 20'
SCALE:

R.N.
DRAWN:

J.J.M.
CHECKED:

M
RW

DESIGN
ASSOCIATES INC.

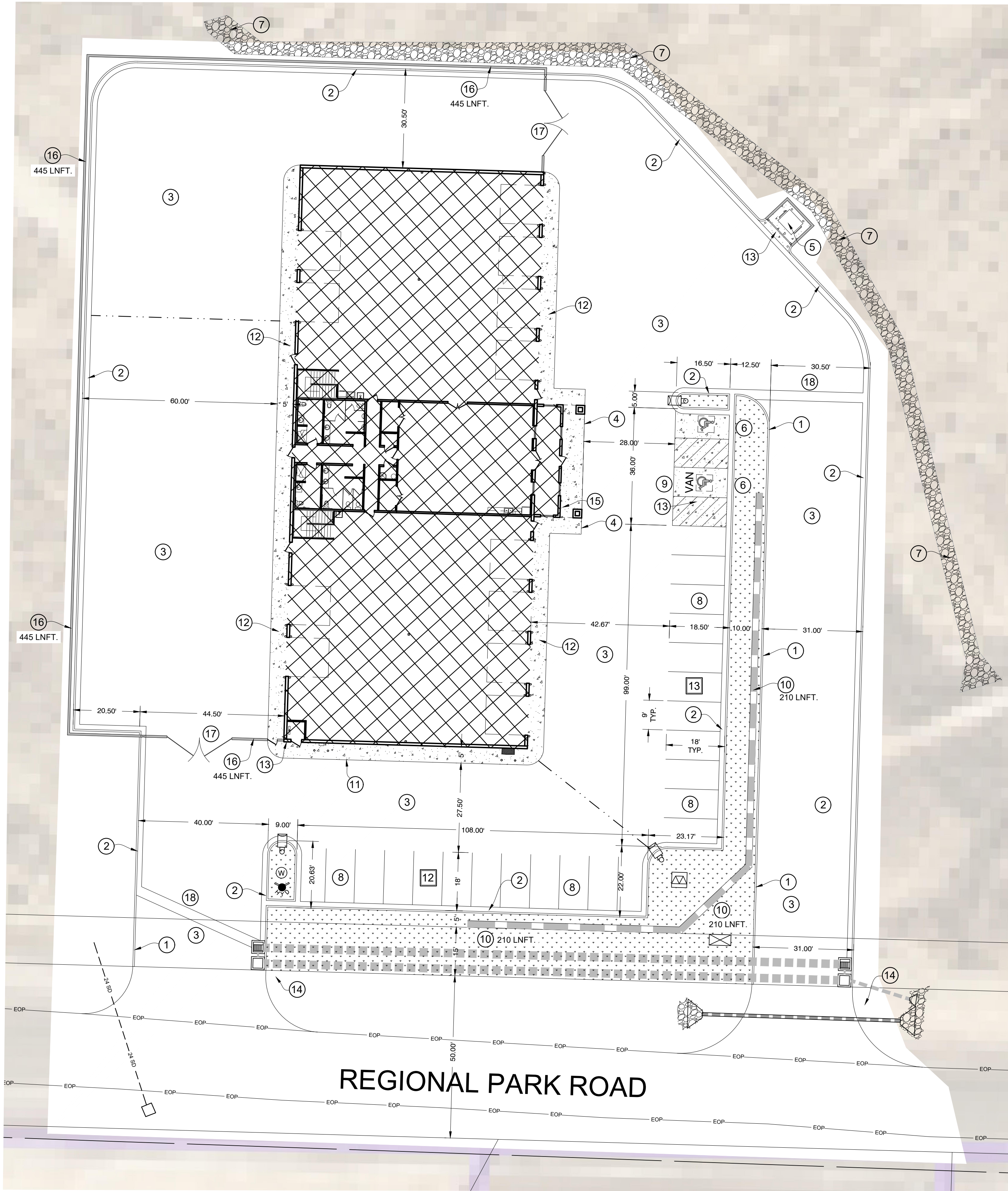
ARCHITECTURE &
CONSULTING ENGINEERS

73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

SENEITIVE LANDS PLAN

WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH

SL1.1
OF SHEETS

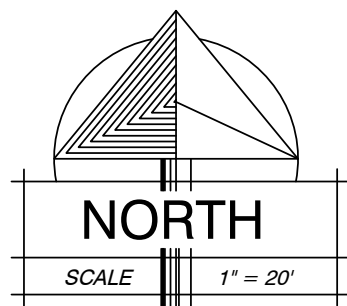
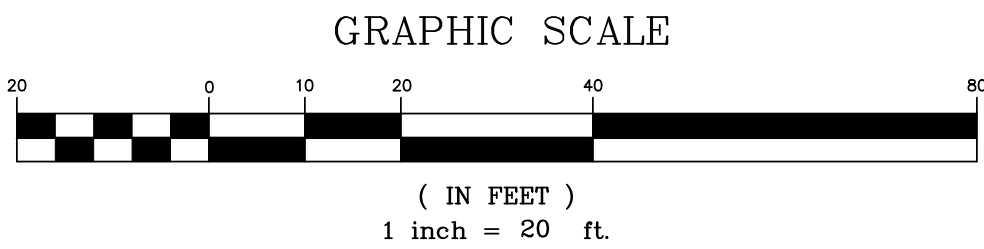


SITE PLAN
SCALE: 1" = 20'

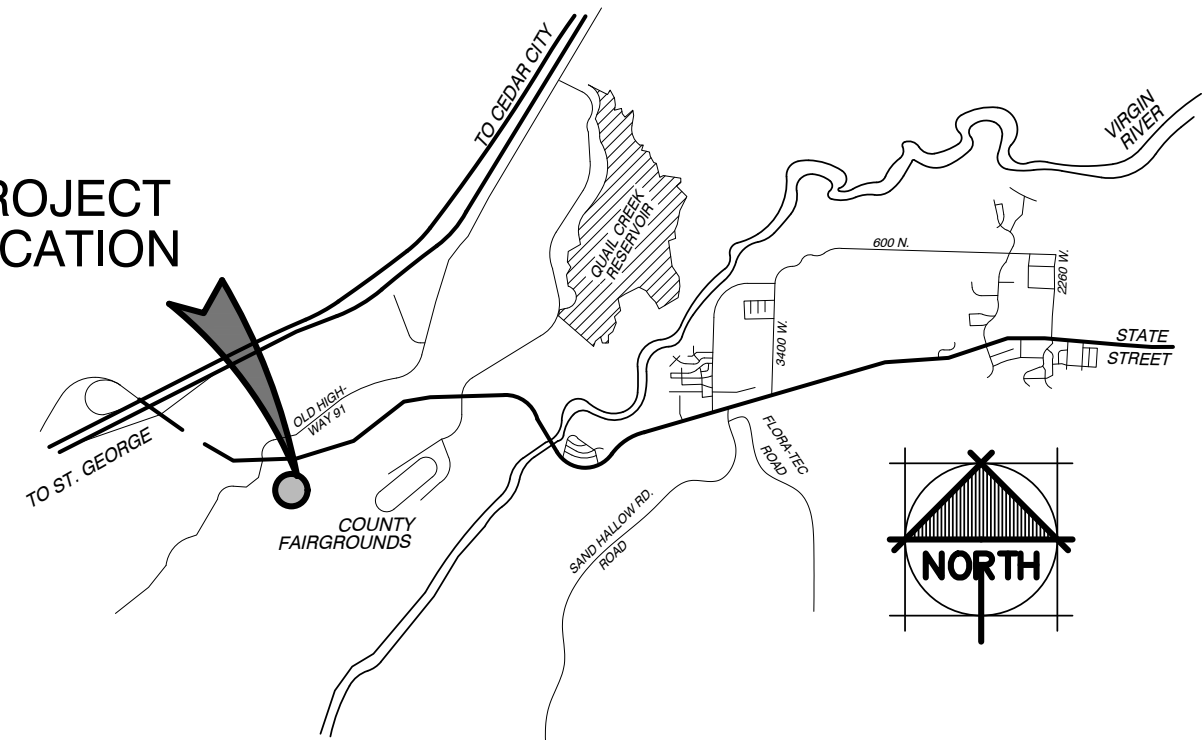
AVOID CUTTING UNDERGROUND
UTILITY LINES. IT'S COSTLY.
**Call
before you
Dig**
1-800-662-4111
BLUE STAKES LOCATION CENTER (UTAH)

LEGEND

- = BUILDING AREA
(SEE ARCHITECTURAL PLANS FOR DETAILS)
- = ASPHALT AREA
- = CONCRETE AREA
- = LANDSCAPE AREA
- = PARKING SPACE QUANTITY
- INSTALL 6" PARKING LOT CURB
(PER DETAIL "A" ON SHEET C4.1)
- INSTALL 24" PARKING LOT CURB
(PER DETAIL "B" ON SHEET C4.1)
- INSTALL ASPHALT PARKING SECTION
(PER DETAIL "C" ON SHEET C4.1)
- ACCESSIBLE AREA CONCRETE
TO BE FLUSH W/ ASPHALT
- INSTALL DUMPSTER ENCLOSURE
(PER DETAIL "E" ON SHEET C4.1)
- INSTALL ACCESSIBLE PARKING SIGN
(PER DETAIL "G" ON SHEET C4.1)
- INSTALL ROCK LINED DRAINAGE CHANNEL, SEE GRADING PLAN
- 4" WIDE PAINTED WHITE PARKING STRIPES AS SHOWN
- INSTALL PAINTED ACCESSIBLE PARKING SPACE SYMBOL
- INSTALL CONCRETE BLOCK RETAINING WALL, SEE GRADING PLAN
- INSTALL 5" WIDE THICKENED EDGE CONCRETE SIDEWALK
SEE DETAIL "F" ON C4.1 (4" THICK CONCRETE OVER 4" TYPE II BASE)
- INSTALL 4" THICK CONCRETE OVER 4" COMPACTED ROAD
BASE AS SHOWN
- REMOTE FIRE DEPARTMENT CONNECTION LOCATION, PROVIDE
KNOX CAPS
- INSTALL STOP & STREET SIGN AS PER HURRICANE CITY STANDARDS
- PROVIDE KNOX KEY BOX AND KEY MOUNTED TO BUILDING
- 6" C.M.U. BLOCK WALL, SEE SITE DETAIL X/C8.1
- 20' METAL GATE
- 3' WIDE, CONCRETE VALLEY GUTTER, SEE DETAIL "D" ON SHEET C4.1



PROJECT
LOCATION



VICINITY MAP

N.T.S.

PROPERTY INFO

PROPERTY ADDRESS = H-4-2-3-1202
APPROX. 5320 W REGIONAL PARK RD.
HURRICANE, UTAH 84737

OWNER / DEVELOPER:

WASHINGTON COUNTY UTAH
AGENT: JEFF MATHIS
75 EAST 100 SOUTH
ST. GEORGE, UTAH 84770
(435) 628-2377
WWW.MRWDESIGN.COM

SITE PLAN NOTES

- ALL PROPERTY CORNERS SHALL BE STAKED/PINNED.
- THE CONTRACTOR IS REQUIRED TO CALL THE CITY FOR INSPECTION OF ALL IMPROVEMENTS RELATED TO THIS PROJECT.
- THE CONTRACTOR IS REQUIRED TO OBTAIN AN ENCROACHMENT PERMIT FOR ANY WORK DONE IN A PUBLIC RIGHT-OF-WAY.
- ANY NECESSARY MODIFICATIONS TO APPROVED DESIGNS/PLANS SHALL BE APPROVED BY THE DESIGN ENGINEER AND CITY PRIOR TO CONSTRUCTION.
- ALL WORK SHALL BE CONTAINED ON THE SUBJECT SITE ONLY. NO STOCKPILING OR CONSTRUCTION ACTIVITY SHALL OCCUR OFF THE APPROVED LOT/SITE AREA.
- THE CONTRACTOR SHALL PROVIDE A TEMPORARY TRASH ENCLOSURE ON SITE DURING ALL CONSTRUCTION ACTIVITIES TO CONTAIN DEBRIS AND PREVENT AIRBORNE LITTERING OFF SITE.
- A WATER TRUCK SHALL BE USED ON SITE TO WET DOWN ALL EARTHWORK AND CONTROL AIRBORNE PARTICLES/DUST.
- UNLESS SHOWN OTHERWISE ON THESE PLANS, ALL CONSTRUCTION SHALL CONFORM TO THE 'INTERNATIONAL BUILDING CODE' AND ALL RELATED LATEST EDITION CODE BOOKS AS ADMINISTERED BY ST. GEORGE CITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF, AND PROJECTION OF ALL EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.
- ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF ST. GEORGE CITY, SPECIFICALLY APPENDIX 'J' OF THE INTERNATIONAL BUILDING CODE.
- OWNER/CONTRACTOR SHALL INSTALL AN INFORMATIONAL SIGN ON SITE BEFORE THE COMMENCEMENT OF CONSTRUCTION. SIZE OF SIGN, SIZE OF LETTERING, AND PLACEMENT LOCATION SHALL BE APPROVED BY ST. GEORGE CITY PRIOR TO INSTALLATION. SIGN SHALL LIST PROJECT NAME, CONTRACTOR COMPANY NAME, CONTRACTOR PHONE CONTACT INFORMATION AND GRADING PERMIT NUMBER.
- A MANDATORY PRE-CONSTRUCTION MEETING WILL BE REQUIRED ON ALL PROJECTS PRIOR TO ANY GRUBBING, GRADING, OR CONSTRUCTION ACTIVITIES. THE PERMIT HOLDER WILL BE REQUIRED TO NOTIFY ALL DEVELOPMENT SERVICES INSPECTORS.
- ALL OBJECTS SHALL BE KEPT OUT OF THE SIGHT DISTANCE CORRIDORS THAT MAY OBSTRUCT VEHICULAR OPERATORS VIEW.

PROJECT INFORMATION

ZONING - M1	
MASTER PLAN - MANUFACTURING	
NEW BUILDING HEIGHT: 23'-2"	
OCCUPANCY TYPE: A-3,S-1	
CONSTRUCTION TYPE: V-B	
BUILDING WILL BE FIT W/AUTOMATIC FIRE SPRINKLER	
TOTAL SITE AREA: 2.18 ACRES; 95,028 sq. ft.	
MAIN FLOOR BUILDING AREA (FOOTPRINT)	15,000 SQ. FT. 16% OF SITE
PARKING/IMPERVIOUS AREA	63,290 SQ. FT. 66% OF SITE
LANDSCAPE/Common AREA	17,400 SQ. FT. 18% OF SITE
PARKING DATA	
OFFICE AREA 3,976 SQFT. @ (1 PER 250 SQFT.) = 15 SPACES	
WAREHOUSE AREA 10,724 SQFT. @ (1 PER 1,000 SQFT.) = 10 SPACES	

7-18-22 DATE:
21050 JOB NUMBER:
1" = 20' SCALE:
R.N. DRAWN:
J.J.M. CHECKED:

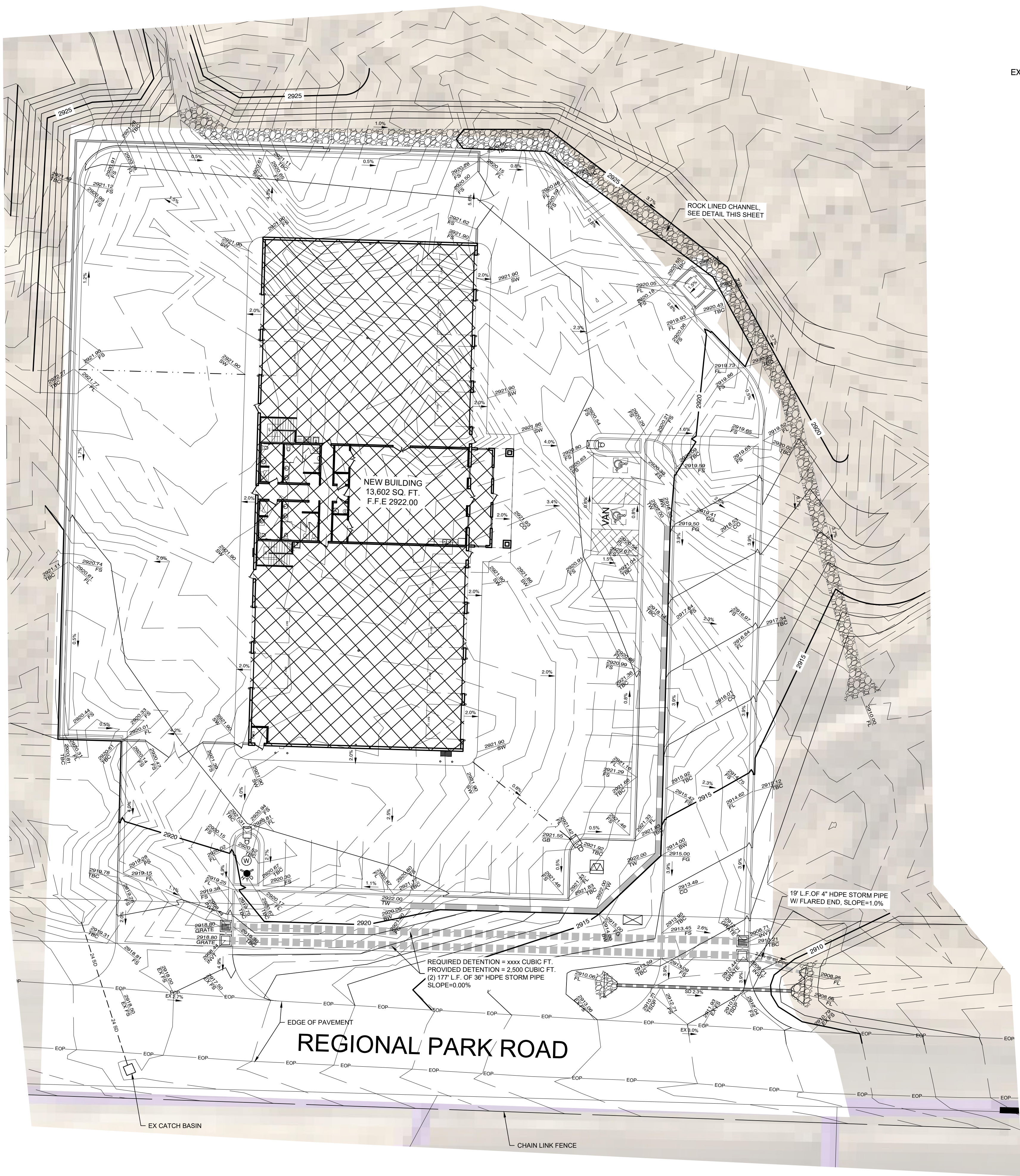


ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

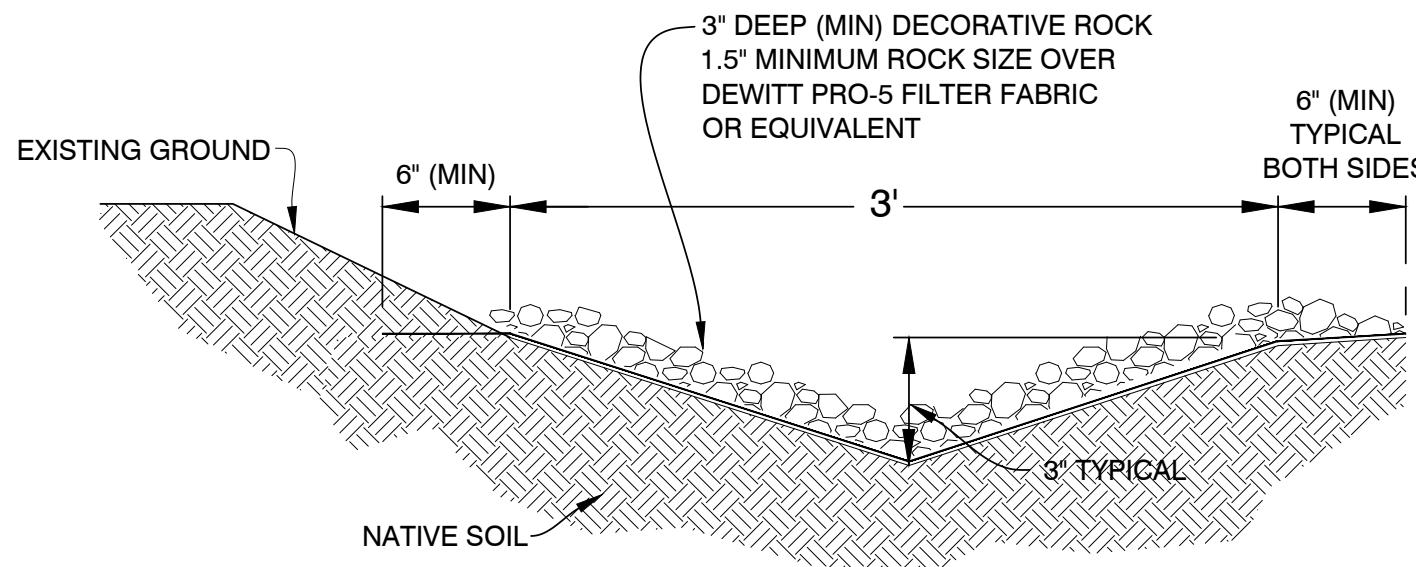
73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

SITE PLAN
WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH

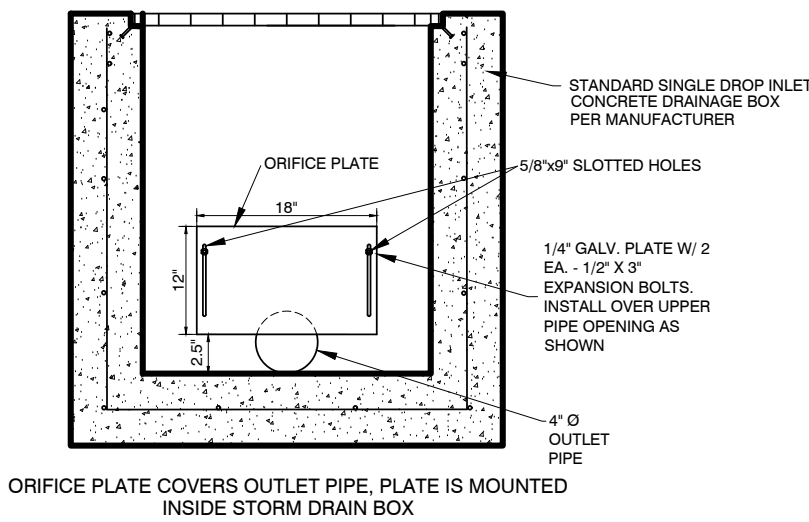
C2.1
OF SHEETS



GRADING PLAN
SCALE: 1" = 20'



ROCK LINED CHANNEL



STORM DRAIN BOX #2
ORIFICE DETAIL

- *NOTES:
- 1.) ALL EXTERIOR EXIT DISCHARGE DOORS TO HAVE LEVEL EXTERIOR LANDING WITH A 2% MAX SLOPE (SEE GRADING PLAN SHEET C4)
 - 2.) ALL ACCESSIBLE PARKING STALLS, ACCESS AISLE & EGRESS ROUTE TO HAVE A 2% MAX SLOPE AND CROSS SLOPE (SEE GRADING PLAN SHEET C4)
 - 3.) VAN ACCESSIBLE PARKING STALLS HAVE BEEN LABELED ON THE PLAN ALL VAN ACCESSIBLE STALLS ARE TO BE 18' DEEP X 9' WIDE, WITH A STRIPED AREA THAT IS 18' DEEP X 8' WIDE PER ICC A117.1-09 SECTION 502.
 - 4.) ALL ACCESSIBLE ACCESS ROUTES ARE TO BE A MINIMUM OF 5' WIDE AND HAVE A 5% MAX RUNNING SLOPE AND 2% MAX CROSS SLOPE (SEE GRADING PLAN SHEET C4)



STORM DRAIN DATA

#	TYPE	TBC	GRATE	INV IN	INV IN ADDITIONAL	INV OUT
1	DROP INLET (2) 4' x 4' BOXES	2907.43	2906.93	N/A	N/A	(2) 30" (EAST) 2899.43
2	DROP INLET (2) 4' x 4' BOXES	2905.93	2905.43	(2) 30" (WEST) 2899.43	12" (NORTH) 2899.43	4" (SOUTH) 2899.43
3	DROP INLET 2' x 2' BOX	N/A	2908.80	N/A	N/A	12" (SOUTH) 2905.30

*SEE DETENTION OUTLET STRUCTURE DETAIL ON THIS SHEET

LEGEND

- 81.30 TBC = TOP BACK OF CURBING ELEV.
- 81.30 FG = TOP OF ASPHALT (FINISHED GRADE)
- = DIRECTION OF FLOW
- 2781 = EXISTING 1' CONTOUR
- 2780 = EXISTING 5' CONTOUR
- 2781 = PROPOSED 1' CONTOUR
- 2780 = PROPOSED 5' CONTOUR
- ACCESSIBLE ROUTE TO BE A MINIMUM OF 5' WIDE AND HAVE A 2% MAX CROSS SLOPE AND 5% MAX RUNNING SLOPE
- NEW CONCRETE BLOCK WALL (SEE GEOTECH ENGINEER DESIGN)
- TW=60.5
BW=53.5 = TOP & BOTTOM OF WALL ELEVATIONS

GRADING PLAN NOTES

1. ALL EXCAVATIONS AND GRADING SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE, SPECIFICALLY APPENDIX K OF THE "INTERNATIONAL BUILDING CODE," 2003 EDITION, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE GEOTECHNICAL STUDY.
2. THE CONTRACTOR SHALL PROVIDE SUITABLE EQUIPMENT TO CONTROL DUST AND AIR POLLUTION CAUSED BY CONSTRUCTION OPERATIONS. THE CONTRACTOR SHALL ALSO PROVIDE SUITABLE MUD AND DIRT CONTAINMENT TO MAINTAIN THE WORK SITE, ACCESS ROADWAYS AND ADJACENT PROPERTIES IN A CLEAN CONDITION.
3. ALL IMPORTED STRUCTURAL FILL SHALL BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO DELIVERY TO THE SITE. ALL STRUCTURAL FILL SHALL BE PLACED IN 8 INCH LOOSE HORIZONTAL LIFTS AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY (ASTM D-1557).
4. ALL EXCAVATIONS, GRADING AND FILL OPERATIONS WITHIN THE BUILDING AREA SHOULD BE OBSERVED BY THE GEOTECHNICAL ENGINEER TO VERIFY SUBSOIL CONDITIONS AND DETERMINE ADEQUACY OF SITE PREPARATION, SUITABILITY OF FILL MATERIALS AND COMPLIANCE WITH COMPACTION REQUIREMENTS.
5. OWNER IS RESPONSIBLE FOR ALL ON SITE DRAINAGE AND DETENTION.

EARTHWORK QUANTITIES

3,529 (C) CU. YD. CUT
5,236 (F) CU. YD. FILL
1,706 (C) CU. YD. NET CUT

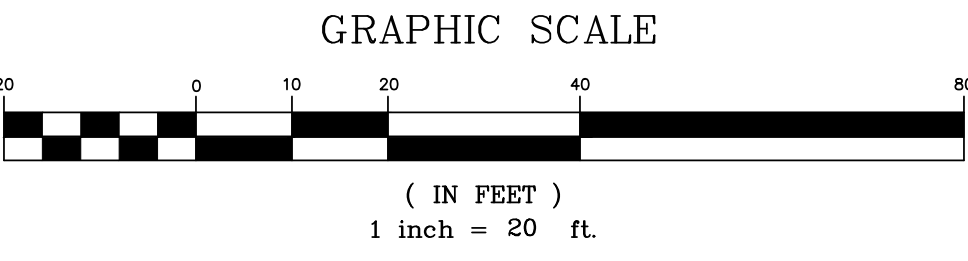
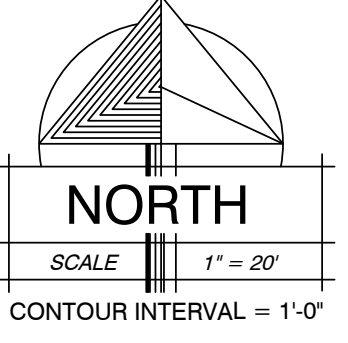
CUT AND FILL VOLUMES SHOWN ARE BASED ON DIGITAL TERRAIN MODELING COMPUTATIONS. VOLUMES SHOWN ARE COMPACTED IN PLACE VOLUMES AND DO NOT REFLECT EXPANSION AND SHRINKAGE CONDITIONS EXPERIENCED DURING CONSTRUCTION. THESE VOLUMES ARE SHOWN AS REFERENCE ONLY.

THE CONTRACTOR SHALL BE RESPONSIBLE TO EVALUATE THE ONSITE SOILS, REVIEW THE GEOTECHNICAL INVESTIGATION AND DETERMINE THE ANTICIPATED EARTHWORK FOR THIS PROJECT.

THESE VOLUMES ARE GENERATED TO THE FINISHED GRADE OF THE SITE

DRAINAGE NOTES

1. ALL DRAINAGE SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF HURRICANE, AND THE SPECIFICATIONS AND REQUIREMENTS INCLUDED IN THE DRAINAGE STUDY.

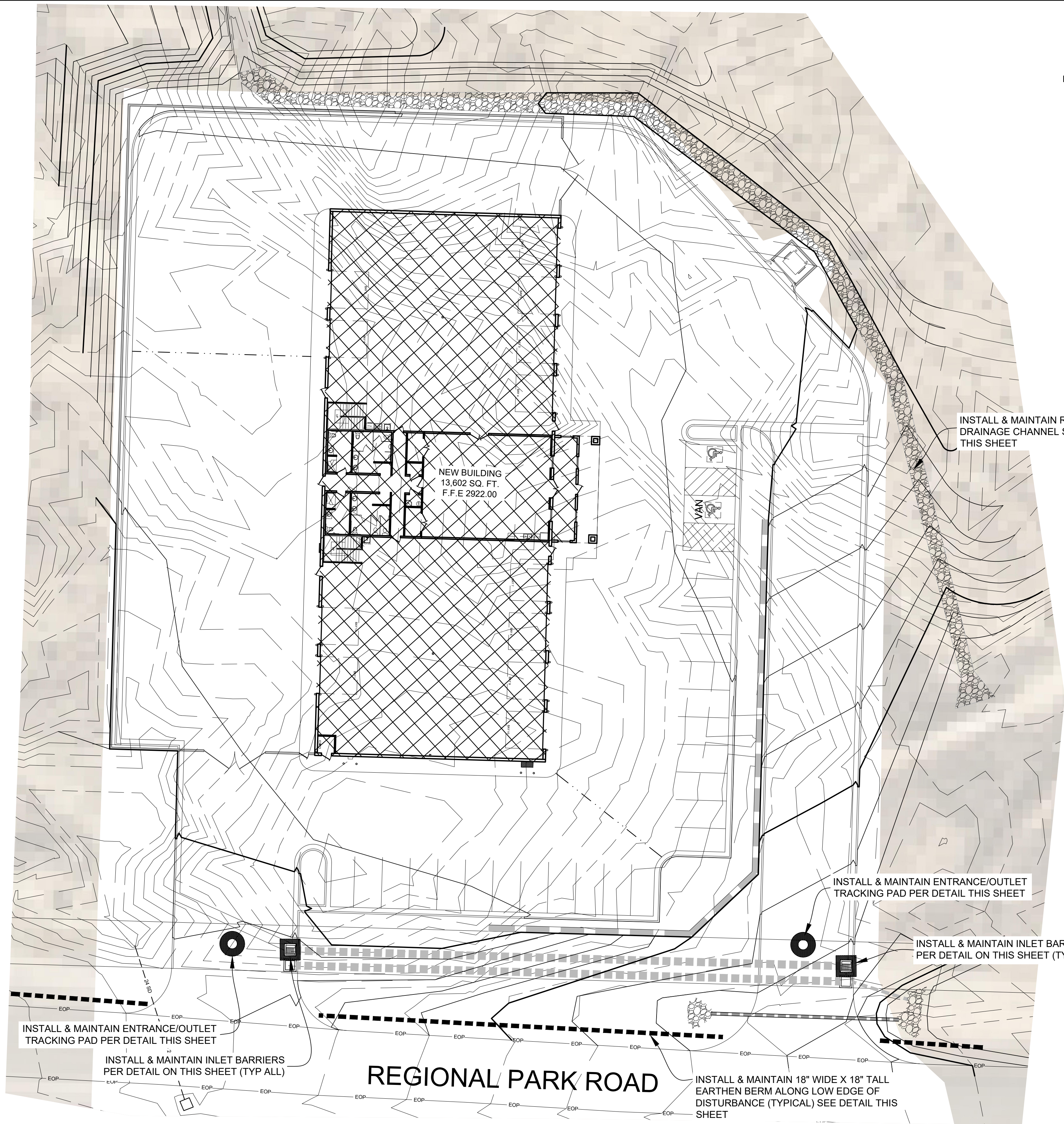


7-18-22
DATE:
21050
JOB NUMBER:
1" = 20'
SCALE:
R.N.
DRAWN:
J.J.M.
CHECKED:
© COPYRIGHT 2021, MRW DESIGN ASSOCIATES INC.

MRW
DESIGN
ASSOCIATES INC.
ARCHITECTURE &
CONSULTING ENGINEERS

73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

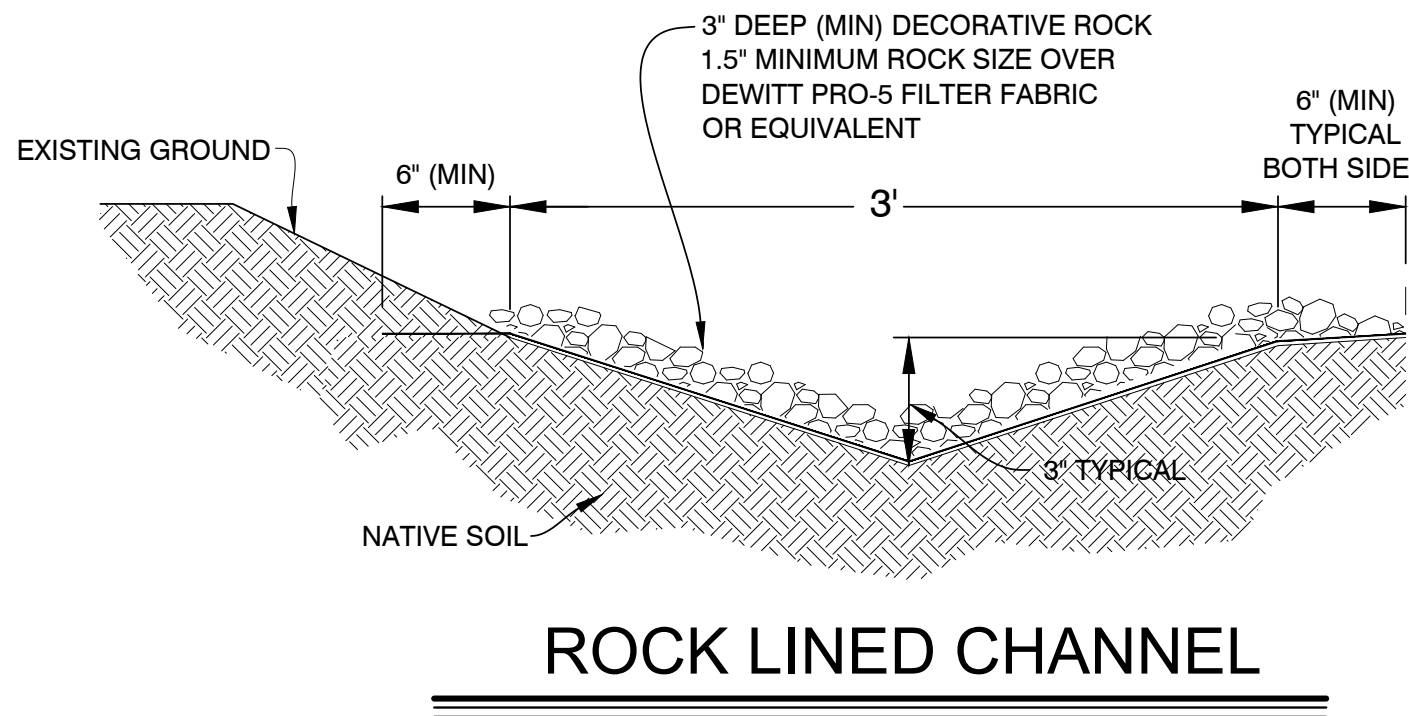
GRADING PLAN
WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH



EROSION CONTROL PLAN, SWPPP
SCALE: 1" = 20'

LEGEND

- = DIRECTION OF FLOW
- = EXISTING 1' CONTOUR
- = EXISTING 5' CONTOUR
- = PROPOSED 1' CONTOUR
- = PROPOSED 5' CONTOUR
- = INLET BARRIERS (SEE DETAIL ON THIS SHEET)
- = GRAVEL TRACKING PAD (SEE DETAIL ON THIS SHEET)
PLEASE NOTE, THAT DAILY STREET SWEEPING MAY BE USED AS AN ALTERNATIVE TO THE TRACKING PAD
- = EARTHEN BERM (SEE DETAIL ON THIS SHEET)



ROCK LINED CHANNEL



BMP FIELD REVISIONS

BMP #	REVISION MADE	NAME	DATE

MAINTENANCE

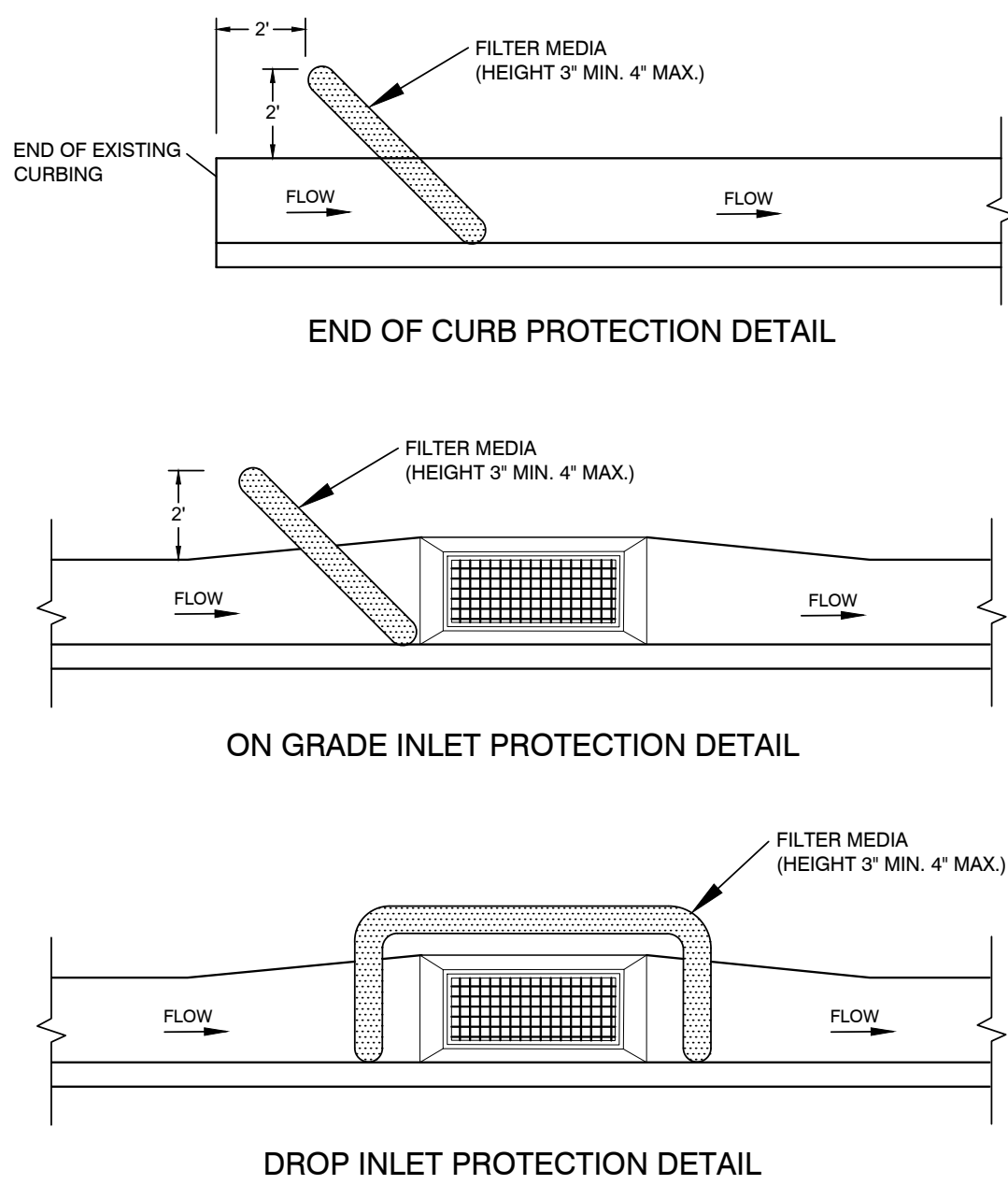
- ALL BEST MANAGEMENT PRACTICES (BMP'S) SHOWN ON THIS PLAN MUST BE MAINTAINED AT ALL TIMES UNTIL PROJECT CLOSE-OUT.
- THE CONTRACTOR'S RESPONSIBILITY SHALL INCLUDE MAKING BI-WEEKLY CHECKS ON ALL EROSION CONTROL MEASURES TO DETERMINE IF REPAIR OR SEDIMENT REMOVAL IS NECESSARY. CHECKS SHALL BE DOCUMENTED AND COPIES OF THE INSPECTIONS KEPT ON SITE.
- SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
- SEDIMENT TRACKED ONTO PAVED ROADS MUST BE CLEANED UP AS SOON AS PRACTICAL, BUT IN NO CASE LATER THAN THE END OF THE NORMAL WORK DAY. THE CLEAN UP WILL INCLUDE SWEEPING OF THE TRACKED MATERIAL, PICKING IT UP, AND DEPOSITING IT TO A CONTAINED AREA.
- EXPOSED SLOPES:
ANY EXPOSED SLOPE THAT WILL REMAIN UNTOUCHED FOR LONGER THAN 14 DAYS MUST BE STABILIZED BY ONE OR MORE OF THE FOLLOWING METHODS:
A) SPRAYING DISTURBED AREAS WITH A TACKIFIER VIA HYDROSEED.
B) TRACKING STRAW PERPENDICULAR TO SLOPES.
C) INSTALLING A LIGHT-WEIGHT, TEMPORARY EROSION CONTROL BLANKET.

EROSION CONTROL NOTES

- THE CONTRACTOR TO USE BEST MANAGEMENT PRACTICES FOR PROVIDING EROSION CONTROL FOR CONSTRUCTION OF THIS PROJECT. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO GOVERNING AGENCIES ORDINANCES AND ALL WORK SHALL BE SUBJECT TO INSPECTION BY THE COUNTIES ALSO, INSPECTORS WILL HAVE THE RIGHT TO CHANGE THE FACILITIES AS NEEDED.
- CONTRACTOR SHALL KEEP THE SITE WATERED TO CONTROL DUST. CONTRACTOR TO LOCATE A NEARBY HYDRANT FOR USE AND TO INSTALL TEMPORARY METER. CONSTRUCTION WATER COST TO BE INCLUDED IN BID.
- WHEN GRADING OPERATIONS ARE COMPLETED AND THE DISTURBED GROUND IS LEFT OPEN FOR 14 DAYS OR MORE, THE AREA SHALL BE FURROWED PARALLEL TO THE CONTOURS.
- THE CONTRACTOR SHALL MODIFY EROSION CONTROL MEASURES TO ACCOMMODATE PROJECT PLANNING.
- ALL ACCESS TO PROPERTY WILL BE FROM PUBLIC RIGHT-OF-WAYS. THE CONTRACTOR IS REQUIRED BY STATE AND FEDERAL REGULATIONS TO PREPARE A STORM WATER POLLUTION PREVENTION PLAN AND FILE A 'NOTICE OF INTENT' WITH GOVERNING AGENCIES.

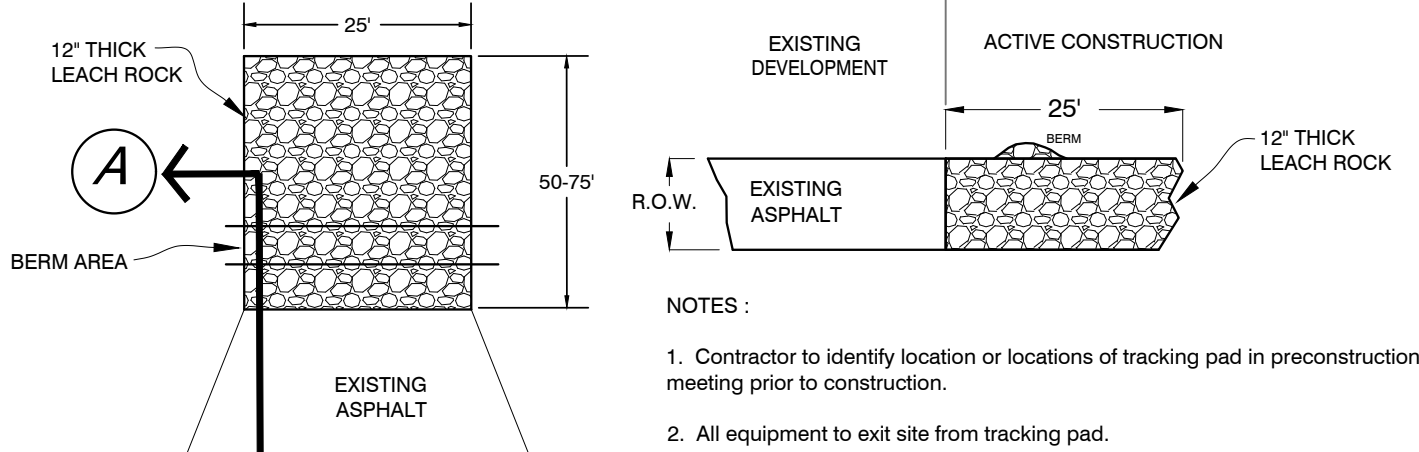
DUST CONTROL NOTES

- EARTH MOVING ACTIVITIES:
- APPLY WATER BY MEANS OF TRUCKS, HOSES AND / OR SPRINKLERS AT SUFFICIENT FREQUENCY AND QUANTITY, PRIOR TO CONDUCTING, DURING AND AFTER EARTHMOVING ACTIVITIES.
 - PRE-APPLY WATER TO THE DEPTH OF THE PROPOSED CUTS, OR EQUIPMENT PENETRATION.
 - APPLY WATER AS NECESSARY AND PRIOR TO EXPECTED WIND EVENTS.
 - OPERATE HAUL VEHICLES APPROPRIATELY IN ORDER TO MINIMIZE FUGITIVE DUST AND APPLY WATER AS NECESSARY DURING LOADING OPERATIONS.
- DISTURBED SURFACE AREAS OR INACTIVE CONSTRUCTION SITES:
- WHEN ACTIVE CONSTRUCTION OPERATIONS HAVE CEASED, APPLY WATER AT SUFFICIENT FREQUENCY AND QUANTITY TO DEVELOP A SURFACE CRUST AND PRIOR TO EXPECTED WIND EVENTS.
 - INSTALL FENCE BARRIER AND / OR "NO TRESPASSING" SIGNS TO PREVENT ACCESS TO DISTURBED SURFACE AREAS.

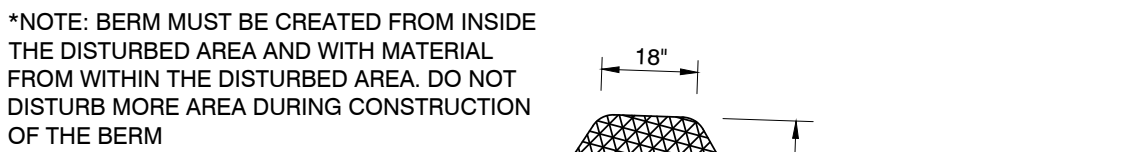


- PLACE INLET BARRIERS AS SHOWN AROUND THE INLET OPENING.
- IN MEDIAN AREAS, CONSTRUCT SO THAT THE TOP OF THE INLET BARRIER IS NOT HIGHER THAN THE ADJACENT ROADWAY.
- MAINTAIN A PROPERLY FUNCTIONING INLET BARRIERS THROUGHOUT CONSTRUCTION OR UNTIL DISTURBED AREAS CONTRIBUTING TO THE INLET HAVE BEEN PAVED OR VEGETATED.
- REMOVE SEDIMENT AS IT ACCUMULATES AND PLACE IT IN A STABLE AREA APPROVED BY THE ENGINEER.

INLET BARRIERS



GRAVEL TRACKING PAD

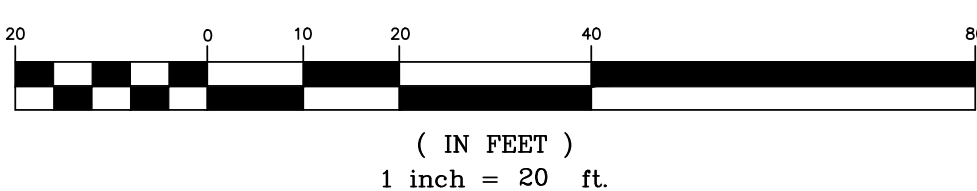
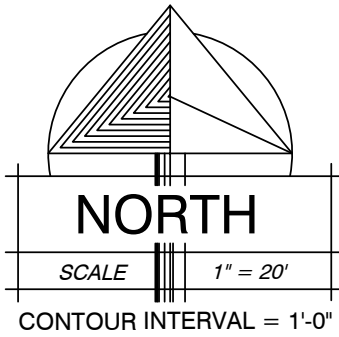


EARTHEN BERM

LOCATED AT TOP OF SLOPE ON LOW SIDE OF PROJECT

EROSION CONTROL NARRATIVE

- INSTALL CURB INLET BARRIER PER DETAILS ON THIS SHEET. AROUND ALL PROPOSED CATCH BASINS UNTIL CONSTRUCTION IS COMPLETE. TYPICAL ALL PROPOSED & NEARBY EXISTING CATCH BASINS.
- INSTALL ROCK SOCK SEDIMENT CONTROL IN ALL ADJACENT EXISTING CURBING, AND WATERWAYS WHERE NEEDED.
- APPLY WATER FOR DUST CONTROL IN QUANTITIES AND LOCATIONS AS DIRECTED BY ENGINEER. DUST CONTROL MAY BE REQUIRED AT ANY TIME. DON'T WASTE WATER.
- WATER WILL BE USED FROM THE EXISTING CITY FIRE HYDRANTS WITH USE OF A CITY OWNED WATER METER.



7-18-22
DATE:
21050
JOB NUMBER:
1" = 20'
SCALE:
R.N.
DRAWN:
J.J.M.
CHECKED:
© COPYRIGHT 2021, MRW DESIGN ASSOCIATES INC.

MRW
DESIGN
ASSOCIATES INC.
ARCHITECTURE & CONSULTING ENGINEERS

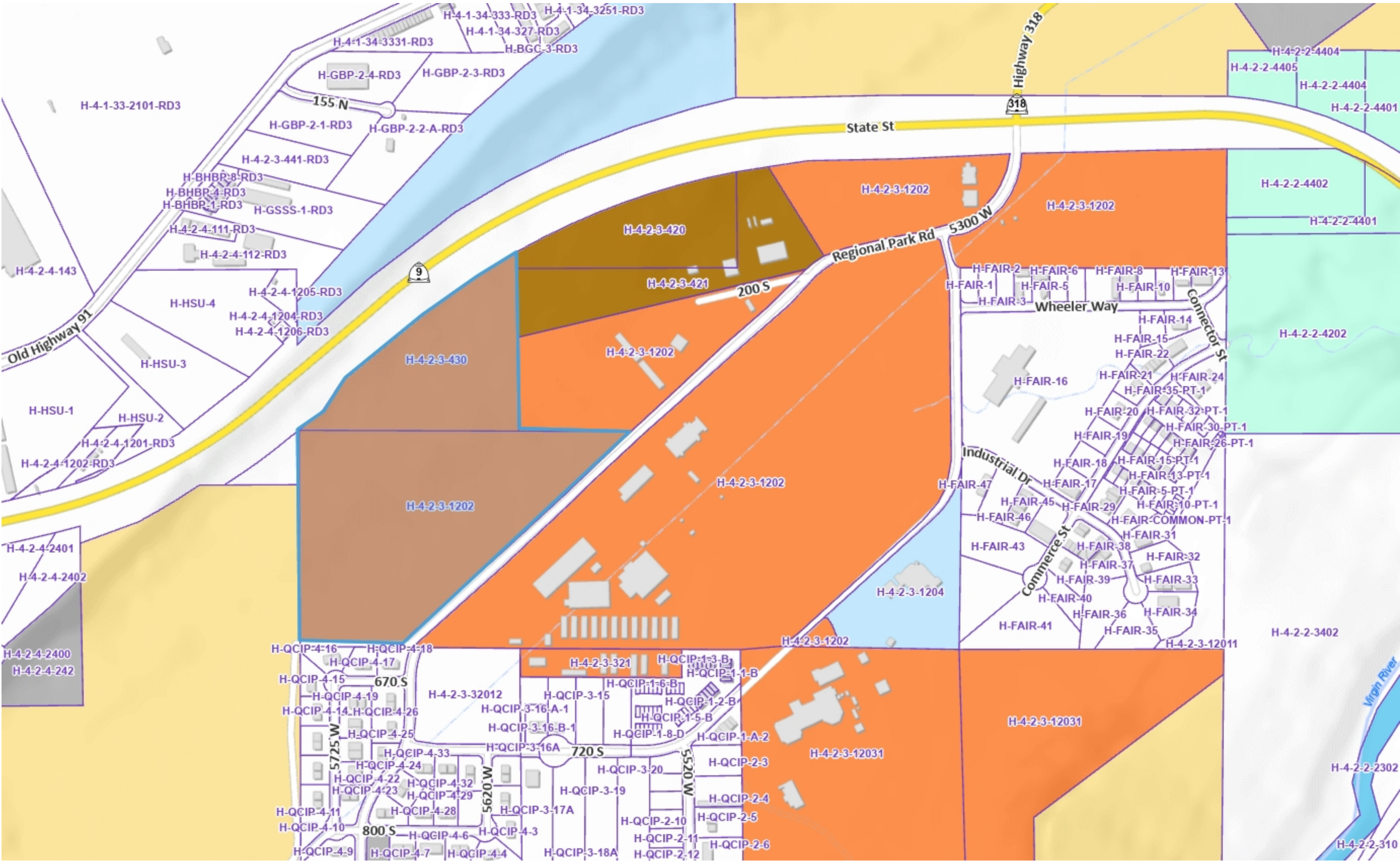
73 EAST 100 SOUTH
P.O. BOX 2775
ST. GEORGE UTAH 84770
(435) 628-2377 (435) 673-3580 fax
www.mrwdesign.com

EROSION CONTROL PLAN, SWPPP
WASHINGTON COUNTY FAIRGROUNDS EOC/PARKS BUILDING
AT LEGACY PARK
HURRICANE CITY, UTAH

C3.1
OF SHEETS



Title



Legend

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

Notes



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.

The United States of America

To all to whom these presents shall come, Greeting:

UTU-71351-02

WHEREAS,

Washington County/St. George Interlocal Agency

is entitled to a land patent pursuant to the Recreation and Public Purposes Act of June 14, 1926 (44 Stat. 741), as amended and supplemented (43 U.S.C. 869; et. seq.), for the following described land:

Salt Lake Meridian, Utah

T. 42 S., R. 14 W.,
sec. 3, lots 6, 7, 9-11, 18, and 20.

Containing 248.64 acres.

NOW KNOW YE, that the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with said Act of Congress, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said Washington County/St. George Interlocal Agency, the land above described for use as a regional park and equestrian center: TO HAVE AND TO HOLD the same, together with all rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the same Washington County/St. George Interlocal Agency, forever; and

EXCEPTING AND RESERVING TO THE UNITED STATES:

1. A right-of-way thereon for ditches or canals constructed by the authority of the United States. Act of August 30, 1890 (43 U.S.C. 945);
2. All minerals, including oil and gas, in the land so patented with the right to prospect for, mine and remove the same. The Secretary of the Interior reserves the right to determine whether such mining and removal of mineral will interfere with the development, operation and maintenance of the regional park and equestrian center; and

Patent Number 43-2000-0004

3. Those rights for a highway, granted to the Federal Highway Administration, its successors and assigns, by right-of-way number UTU-094803, pursuant to the Act of August 27, 1958, (72 Stat. 885, 23 U.S.C. 3171), as to lots 18 and 20, section 3.

SUBJECT TO:

1. Those rights for a water line, granted to the City of St. George, its successors and assigns, by right-of-way number UTU-60051, pursuant to the Act of October 21, 1976, (90 Stat. 2776, 43 U.S.C. 1761), as to lots 6, 9-11, and 20;
2. Those rights for a natural gas line, granted to Questar, its successors and assigns, by right-of-way number UTU-62308, pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185), as to lots 6, 10, and 11;
3. Those rights for a water line, granted to the City of Hurricane, its successors and assigns, by right-of-way number UTU-70047, pursuant to the Act of October 21, 1976, (90 Stat. 2776, 43 U.S.C. 1761), as to lots 6, 7, 18, and 20;
4. Those rights for a power line, granted to the City of Hurricane, its successors and assigns, by right-of-way number UTU-71166, pursuant to the Act of October 21, 1976, (90 Stat. 2776, 43 U.S.C. 1761), as to lots 6, 7, 18, and 20;
5. Those rights for a natural gas line, granted to the Questar, its successors and assigns, by right-of-way number UTU-71320, pursuant to Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185), as to lots 6, 7, 18, and 20; and
6. Those rights for a power line, granted to PacifiCorp, its successors and assigns, by right-of-way number UTU-0140800, pursuant to the Act of March 4, 1911, (36 Stat. 1253; U.S.C. 961), as amended, as to lots 6, 7, 18, and 20.

Provided, that title shall revert to the United States upon a finding, after notice and opportunity for a hearing, that, without the approval of the Secretary of Interior or his delegate, the patentee or its successor attempts to transfer title to or control over the lands to another, the lands have been devoted to a use other than that for which the lands were conveyed, the lands have not been used for the purpose for which the lands were conveyed for a 5-year period, or the patentee has failed to follow the approved development plan or management plan.

Provided further, that the Secretary of Interior may take action to revert title in the United States if the patentee directly or indirectly permits its agents, employees, contractors, or subcontractors (including without limitation lessees, sublessees, and permittees) to prohibit or restrict the use of any part of the patented lands or any of the facilities thereon by any person because of such person's race, creed, color, sex, national origin, or handicap.

Patent Number **43-2000-0004**

In addition to the above the grant of the herein described land is subject to the following reservations, conditions, and limitations:

1. The patentee or its successors in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the act cited above, or for another purpose involving the provision of similar services or benefits;
2. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee;
3. The patentee and its successors in interest will, upon request of the Secretary of the document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed;
4. The reservations, conditions and limitations contained in paragraphs (1) through (3) above shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits; and
5. The assurances and covenant required by sections (1) through (4) above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).



IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat. 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in Salt Lake City, Utah

the Ninth day of November
in the year of our Lord one thousand nine hundred and
Ninety-Nine and of the Independence of the
United States the two hundred and Twenty-Fourth

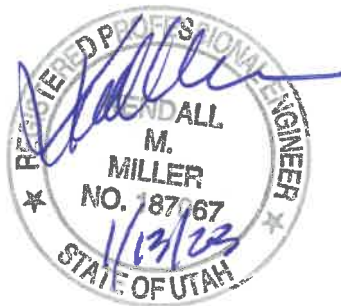
By Joe J. Lee
Chief, Branch of Lands and Realty

Patent Number **43-2000-0004**

**DRAINAGE STUDY
FOR
WASHINGTON COUNTY EOC/PARKS BUILDING
APPROX. 5320 W. REGIONAL PARK DR.
HURRICANE, UTAH**

Prepared for:

MRW Design Associates, Inc.
73 East 100 South
St. George, UT 84770



January, 2023



Kendall Miller, PE

Civil Engineering • Geotechnical Engineering
Planning • Environmental Engineering
786 S. Marlar Ct. • Washington, Utah 84780
(435) 680-5053 millerconsultinginc@gmail.com

January 13, 2023

Re: Drainage Study
Proposed Washington County EOC/Parks Building
At Legacy Park
Approximately 5320 W Regional Park Dr.
Hurricane, UT

INTRODUCTION

This report is submitted as a drainage study to accompany the Grading and Site Plan submittal for the referenced project site. This study analyzes pre- and post-development hydrologic conditions and storm water runoff. The proposed project consists of the construction of a 2-story office/storage building with appurtenant asphaltic concrete paved parking and driveways and landscaping. The project site is located at approximately 5320 W Regional Park Drive in Hurricane, Utah, as shown on the attached Vicinity Map, Figure 1. The site encompasses approximately 1.52 acres.

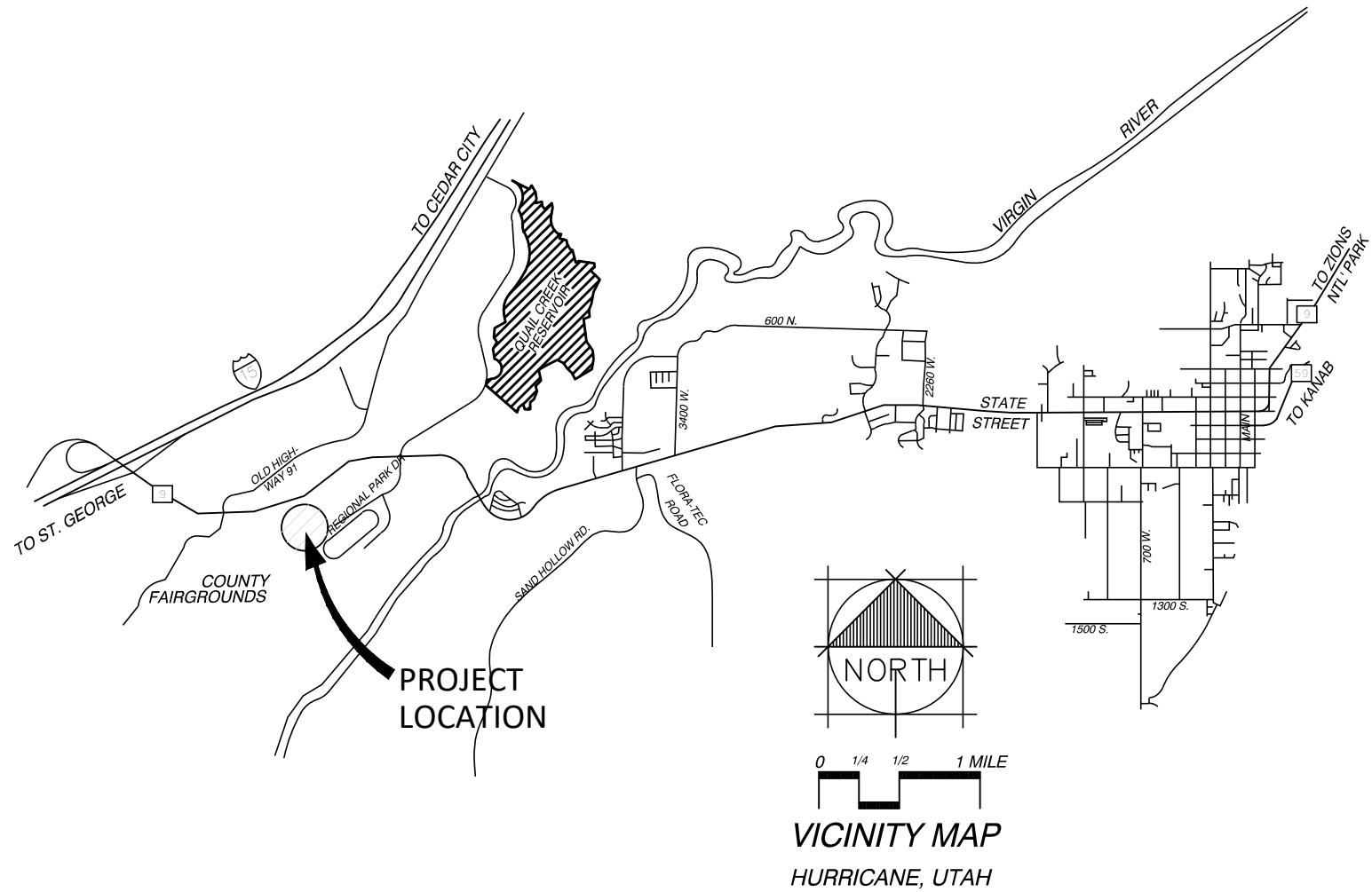
FEMA

Based upon a review of Map Number 49053C 820G, effective date April 2, 2009, areas of the site proposed for development are located within an area designated as Zone "X", defined by FEMA as an area of minimal flooding. An abbreviated copy of the referenced FIRM map indicating the location of the project site is included on Figure 2.

HYDROLOGIC ANALYSIS

The hydrologic analysis included a comparison of the calculated storm runoff for the 100-year recurrence storm for the existing hydrologic vs. developed hydrologic conditions. The Rational Method was utilized to analyze the storm runoff.

Copies of the Rational Method calculations are attached herewith for the existing and developed conditions.



VICINITY MAP

FIGURE 1

National Flood Hazard Layer FIRMette

113°25'36"W 37°09'47"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

Without Base Flood Elevation (BFE)
Zone A, V, A99

With BFE or Depth *Zone AE, AO, AH, VE, AR*

Regulatory Floodway

0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*

Future Conditions 1% Annual Chance Flood Hazard *Zone X*

Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*

Area with Flood Risk due to Levee *Zone D*

No SCREEN

Area of Minimal Flood Hazard *Zone X*

Effective LOMRS

Area of Undetermined Flood Hazard *Zone X*

Channel, Culvert, or Storm Sewer

Levee, Dike, or Floodwall

Cross Sections with 1% Annual Chance Water Surface Elevation

Coastal Transect

Base Flood Elevation Line (BFE)

Limit of Study

Jurisdiction Boundary

Coastal Transect Baseline

Profile Baseline

Hydrographic Feature

Digital Data Available

No Digital Data Available

Unmapped

Other Areas

General Structures

Other Features

Map Panels

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **1/15/2023 at 1:29 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

PLATE 1

Page 156 of 374

Existing Conditions:

The existing site is currently undeveloped. The existing site topography is undulating badland sloping from northwest to the southeast corner of the site at an approximate 4 percent grade. Little to no vegetation was observed onsite. The site is bounded on the south by partially developed street improvements, and on all other sides by undeveloped property. Approximately 3.5 acres of undeveloped badland topography drains to the northern boundary of the site. The existing condition hydrologic basin is indicated on Figure 3.

Developed Conditions:

Developed conditions hydrologic basins are indicated on Figure 4. The developed site drainage improvements include sheet flow within asphalt paved parking areas, and shallow concentrated surface flow within parking lot curb and/or paved drainage swales. A detention/retention basin is proposed within the parking lot/landscape area (see Figure 4). The basin is design with sufficient storage volume to detain sufficient runoff as to allow not more than 0.2 cfs per acre discharge to the historic downstream facilities while retaining the 1 percent annual chance (100-year) runoff.

Composite Rational Formula Method runoff coefficients were calculated for developed and existing conditions, respectively. Hydrologic soil conditions and composite runoff coefficient calculations are included in the Appendix.

4.0 RAINFALL METHODOLOGY

The rainfall and runoff data developed for this hydrologic analysis was prepared for use with the Rational Method. Runoff modeling was performed for the existing and developed on-site conditions, and off-site existing conditions for the 10-year and 100-year storm frequencies.

4.1 Rainfall Intensity

Rainfall Intensity data was obtained from Depth-Duration-Frequency Table 2-1 found in the City of Hurricane Drainage Guidelines and Hydrology Manual for the 10-year and 100-year frequency storm events. Interpolated rainfall intensity values for the 10-year and 100-year storm events based upon the times of concentration were used. A summary of NOAA Atlas 14 Depth-Duration-Frequency table converted to Intensity-Duration-Frequency is included in the Appendix.



SCALE: 1"=100'

LEGEND

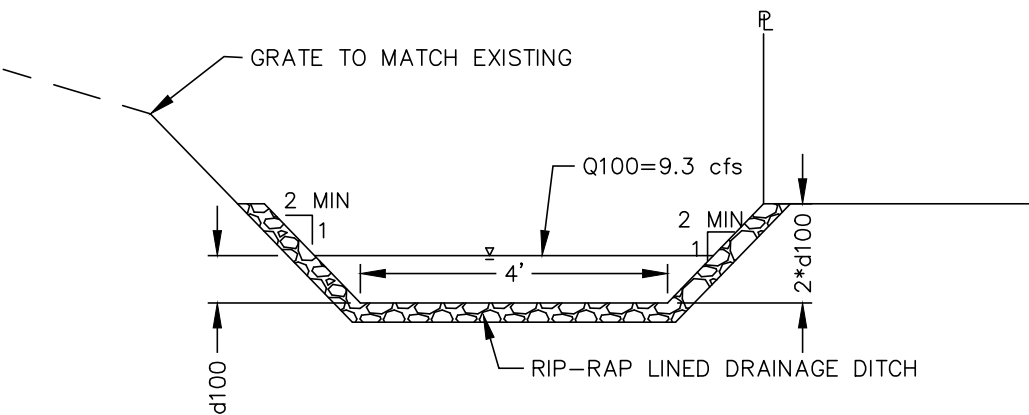
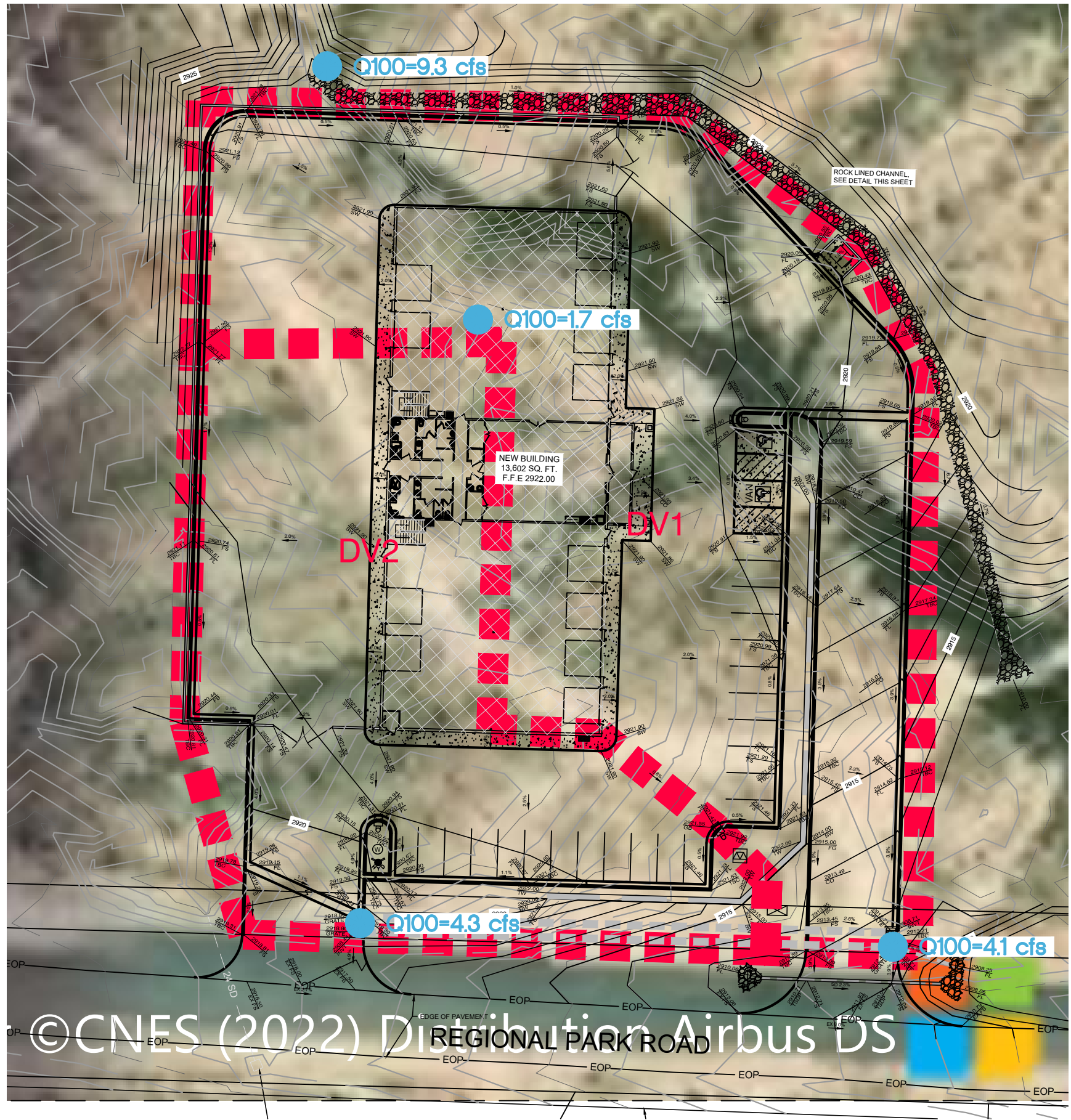
● Q100=3.2 cfs 100-YR STORM DISCHARGE

■ DRAINAGE SUBBASIN BOUNDARY

FIGURE
3

WASHINGTON COUNTY EOC/PARKS
HURRICANE, UT
EXISTING CONDITIONS

MCE, Inc.
Civil Engineering • Geotechnical Engineering
Planning • Environmental Engineering
786 S. Marlar Ct. • Washington, UT 84780
(435)680-5053, millerconsultinginc@gmail.com



OFFSITE DRAINAGE DITCH DETAIL
NOT TO SCALE

LEGEND

- Q100=3.2 cfs 100-YR STORM DISCHARGE
- DRAINAGE SUBBASIN



SCALE: 1"=40'

FIGURE
4

WASHINGTON COUNTY EOC/PARKS
HURRICANE, UT
DEVELOPED CONDITIONS

MCE, Inc.
Civil Engineering • Geotechnical Engineering
Planning • Environmental Engineering
786 S. Marlar Ct. • Washington, UT 84780
(435)680-5053, millerconsultinginc@gmail.com

5.0 RUNOFF METHODOLOGY

Standard Form 4 was completed to determine the Time of Concentration, and subsequent rainfall intensity value for each drainage basin (see Appendix). The time of concentration was calculated as follows:

$$T_c = T_i + T_t$$

where:

T_c = Time of concentration

T_i = Initial, inlet or overland travel time

T_t = Travel time for concentrated flow

The velocity used in the travel time computations for all offsite and onsite basins were estimated using approximate channel properties and applying Manning's equation.

Initial flow time was calculated as follows:

$$T_i = 1.8(1.1 - K)L_o^{1/2}/S^{1/3}$$

where:

T_i = Initial overland travel time (minutes)

$K = 0.0132 * CN - 0.39$

CN = Curve Number

L_o = Length of overland flow (maximum 500 feet)

S = average basin slope

The lag time was calculated as follows:

$$T_{lag} = 0.6T_c \text{ (hours)}$$

Due to the minor basin lengths, no additional flow routing was modeled.

Based upon the results of the Rational Method analysis, the calculated 10-year and 100-year storm events runoff rates for the existing and developed hydrologic basins are indicated in Table 1.

Table 1.
Calculated Runoff

Hydrologic Condition/Basin	Q10 (cfs)	Q100 (cfs)
Existing Conditions		
EX	2.2	5.0
OFF1	6.2	9.3
Developed Conditions		
DV1	2.2	4.1
DV2	1.9	4.3

Assuming a maximum discharge rate of 0.3 cfs (0.2 cfs per acre), the proposed detention basin should be designed for a minimum volume of 2,451 cubic feet (100-year event). The detention basin should drain to the existing curb inlet located at the northeast corner of the site. Based on orifice flow calculations included in the Appendix, an orifice controlled 4-inch diameter storm drain having a 75% outlet restriction should be sufficient to limit the detention basin outflow to 0.3 cfs.

RESULTS AND CONCLUSIONS

Excess runoff generated by the proposed development will be stored within proposed detention/retention facilities located onsite. Runoff discharge from the site will not exceed 0.2 cfs per acre as established by Hurricane City Standards.

If you have any questions concerning this report, please call.

Kendall M. Miller, PE
Principal Engineer

APPENDIX

[Contact Us](#) | [Subscribe](#) | [Archived Soil Surveys](#) | [Soil Survey Status](#) | [Glossary](#) | [Preferences](#) | [Link](#) | [Logout](#) | [Help](#)[A](#) [A](#) [A](#)[Area of Interest \(AOI\)](#)[Soil Map](#)[Soil Data Explorer](#)[Download Soils Data](#)[Shopping Cart \(Free\)](#)

View Soil Information By Use: All Uses

[Printable Version](#)[Add to Shopping Cart](#)[Intro to Soils](#)[Suitabilities and Limitations for Use](#)[Soil Properties and Qualities](#)[Ecological Sites](#)[Soil Reports](#)

Search

Properties and Qualities Ratings

[Open All](#) [Close All](#)

Soil Chemical Properties

Soil Erosion Factors

Soil Health Properties

Soil Physical Properties

Soil Qualities and Features

AASHTO Group Classification (Surface)

AASHTO Group Index

Depth to a Selected Soil Restrictive Layer

Depth to Any Soil Restrictive Layer

Depth to Bedrock

Drainage Class

Frost Action

Frost-Free Days

Hydrologic Soil Group

[View Description](#) [View Rating](#)

View Options

Map ☒Table ☒Description of Rating ☒

Rating Options

☐ Detailed Description

Advanced Options

Aggregation Method Dominant Condition

Component Percent Cutoff

Tie-break Rule

☐ Lower☒ Higher[View Description](#) [View Rating](#)

Map Unit Name

Parent Material Name

Representative Slope

Soil Slippage Potential

Subsidence, Initial

Subsidence, Total

Unified Soil Classification (Surface)

Water Features

Soil Map

Scale (not to scale)



HYDROLOGIC CRITERIA AND DRAINAGE DESIGN MANUAL

RATIONAL FORMULA METHOD RUNOFF COEFFICIENTS AND AVERAGE PERCENT IMPERVIOUS AREA

LAND USE OR SURFACE CHARACTERISTICS	AVERAGE PERCENT IMPERVIOUS AREA	RUNOFF COEFFICIENTS			
		10-YEAR		100-YEAR	
		GRASS ¹	DESERT ²	GRASS ¹	DESERT ²
<u>Business and Commercial:</u>					
Downtown Areas	95	.88	.88	.89	.89
Neighborhood Areas	70	.70	.75	.80	.83
<u>Residential</u> (Average Lot Size):					
1/8 Acre or less (Multi-Unit)	65	.68	.73	.78	.80
1/4 Acre	38	.55	.62	.65	.74
1/3 Acre	30	.50	.57	.60	.70
1/2 Acre	25	.45	.53	.55	.67
1 Acre	20	.40	.49	.50	.64
2 Acre	12	.35	.45	.40	.60
<u>Industrial:</u>	72	.72	.76	.82	.84
<u>Open Space:</u> (Lawns, Parks, Golf Courses)	5	.10	-	.30	-
<u>Undeveloped Areas:</u> (Natural Vegetation)	0	-	.25	-	.50

<u>Streets and Roads:</u>					
Paved	100	.90		.93	
Gravel	20	.40		.50	
<u>Drives and Walks:</u>	95	.88		.89	
<u>Roofs:</u>	90	.85		.87	

Notes:

- ¹ Grass - Grassed Landscaping or Irrigated Vegetation
² Desert - Desert Landscaping or Natural Vegetation

Revision	Date

**WRC
ENGINEERING**

REFERENCE:

USDCM, DRCOG, 1969 (with modifications)

TABLE 601

HYDROLOGIC CRITERIA AND DRAINAGE DESIGN MANUAL

RUNOFF CURVE NUMBERS (URBAN AREAS¹)

Cover description		Curve numbers for hydrologic soil group—			
Cover type and hydrologic condition	Average percent impervious area ²	A	B	C	D
<i>Fully developed urban areas (vegetation established)</i>					
Open space (lawns, parks, golf courses, cemeteries, etc.):					
Poor condition (grass cover < 50%)		68	79	86	89
Fair condition (grass cover 50% to 75%)		49	69	79	84
Good condition (grass cover > 75%)		39	61	74	80
Impervious areas:					
Paved parking lots, roofs, driveways, etc. (excluding right-of-way)		98	98	98	98
Streets and roads:					
Paved; curbs and storm sewers (excluding right-of-way)		98	98	98	98
Paved; open ditches (including right-of-way)		83	89	92	93
Gravel (including right-of-way)		76	85	89	91
Dirt (including right-of-way)		72	82	87	89
Western desert urban areas:					
Natural desert landscaping (pervious areas only)*...		63	77	85	88
Artificial desert landscaping (impervious weed barrier, desert shrub with 1- to 2-inch sand or gravel mulch and basin borders)		96	96	96	96
Urban districts:					
Commercial and business	85	89	92	94	95
Industrial	72	81	88	91	93
Residential districts by average lot size:					

See Table 602A

Developing urban areas

Newly graded areas (pervious areas only, no vegetation)*	77	86	91	94
--	----	----	----	----

1 Average runoff condition, and $I_p = 0.2S$.

2 The average percent impervious area shown was used to develop the composite CN's. Other assumptions are as follows: impervious areas are directly connected to the drainage system. Impervious areas have a CN of 98, and pervious areas are considered equivalent to open space in good hydrologic condition. CN's for other combinations of conditions may be computed using Figure 603.

3 CN's shown are equivalent to those of pasture. Composite CN's may be computed for other combinations of open space cover type.

4 Composite CN's for natural desert landscaping should be computed using Figure 603 based on the impervious area percentage (CN #98) and the pervious area CN. The pervious area CN's are assumed equivalent to desert shrub in poor hydrologic condition.

5 Composite CN's to use for the design of temporary measures during grading and construction should be computed using Figure 603 based on the degree of development impervious area percentage) and the CN's for the newly graded pervious areas.

Revision	Date

**WRC
ENGINEERING**

REFERENCE:
SCS TR-55, USDA, June 1986.

**TABLE 602
1 of 4**

HYDROLOGIC CRITERIA AND DRAINAGE DESIGN MANUAL

RUNOFF CURVE NUMBERS (SEMIARID RANGELANDS¹)

Cover description		Curve numbers for hydrologic soil group—			
Cover type	Hydrologic condition ²	A ³	B	C	D
Herbaceous—mixture of grass, weeds, and low-growing brush, with brush the minor element.	Poor		80	87	93
	Fair		71	81	89
	Good		62	74	85
Oak-aspen—mountain brush mixture of oak brush, aspen, mountain mahogany, bitter brush, maple, and other brush.	Poor		66	74	79
	Fair		48	57	63
	Good		30	41	48
Pinyon-juniper—pinyon, juniper, or both; grass understory.	Poor		75	85	89
	Fair		58	73	80
	Good		41	61	71
Sagebrush with grass understory.	Poor		67	80	85
	Fair		51	63	70
	Good		35	47	55
Desert shrub—major plants include saltbush, greasewood, creosotebush, blackbrush, bursage, palo verde, mesquite, and cactus.	Poor	63	77	85	88
	Fair	55	72	81	86
	Good	49	68	79	84

¹Average runoff condition, and $I_a = 0.2S$.

²Poor: <30% ground cover (litter, grass, and brush overstory).

Fair: 30 to 70% ground cover.

Good: >70% ground cover.

³Curve numbers for group A have been developed only for desert shrub.

Revision	Date

**WRC
ENGINEERING**

REFERENCE:

SCS TR-55, USDA, June 1986.

**TABLE 602
4 of 4**

Time of Concentration, Tc

Project: WCEOC

$$T_c = L^{0.8} [(1000/CN) - 9]^{0.7} / 1140 S^{0.5}$$

Where: Tc= time of concentration (hrs)

L = length of the longest flow path (miles)

CN= Hydrologic curve number

S = watercourse slope (%)

Basin	Area (ac)	Flow Path, CN		ΔElev, ft.	Slope, S (%)	Tc (hrs)	Tc (min)	Tc Remarks
OFF1	3.48	645	85	32	4.96	0.14	9	
EX	1.523	262	85	10	3.82	0.08	5	
DV1	0.802	520	94	9.2	1.77	0.14	8	
DV2	0.721	220	94	3.1	1.41	0.08	5	

RATIONAL METHOD CALCULATIONS EXISTING AND DEVELOPED CONDITIONS

RATIONAL METHOD

Project: WCRC
Date: 1/12/2023

Methodology: $Q = CIA$
where: Q = Peak Runoff Flow, cfs
 C = Runoff Coefficient
 I = Rainfall Intensity, in/hr
 A = Basin Area, Acres

Storm Recurrence Interval: 10 yr
Basin

Subbasin	Area (acres)	Area (ft ²)	% Impervious	% Pervious	C Impervious	C Pervious	C Composite	Tc (min)	I @ Tc (in/hr)	Q, peak (cfs)
OFF1	3.48	151588.8	0	100	0.5	0.5	0.50	9	3.56	6.19
EX	1.523	66341.88	0	100	0.5	0.5	0.50	5	2.88	2.19
OFF1	0.802	34935.12	95	5	0.93	0.5	0.91	8	3.05	2.22
OFF2	0.721	31406.76	95	5	0.93	0.5	0.91	5	2.88	1.89

RATIONAL METHOD

Project: WCRC
Date: 1/12/2023

Methodology: $Q = CIA$
where: Q = Peak Runoff Flow, cfs
 C = Runoff Coefficient
 I = Rainfall Intensity, in/hr
 A = Basin Area, Acres

Storm Recurrence Interval: 100 yr
Basin

Subbasin	Area (acres)	Area (ft ²)	% Impervious	% Pervious	C Impervious	C Pervious	C Composite	Tc (min)	I @ Tc (in/hr)	Q, peak (cfs)
OFF1	3.48	151588.8	0	100	0.5	0.5	0.50	9	5.36	9.33
EX	1.523	66341.88	0	100	0.5	0.5	0.50	5	6.62	5.04
OFF1	0.802	34935.12	95	5	0.93	0.5	0.91	8	5.68	4.14
OFF2	0.721	31406.76	95	5	0.93	0.5	0.91	5	6.62	4.34

DETENTION BASIN VOLUME CALCULATIONS

DETENTION/RETENTION BASIN SIZING

Rational Method

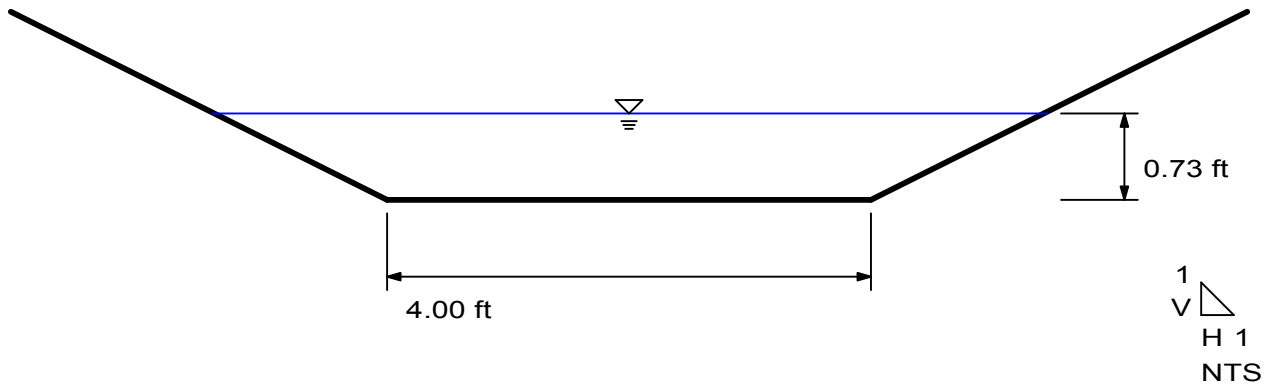
Project:	Washington County EOC		
Project Location:	Hurricane, UT		
Date:	1/12/2023		
Storm Recurrence Interval:	100 yr		
Total Site Area:	1.523		
Detention, D or Retention, R	D		
Total Discharge Rate (cfs):	Existing	0.30	0.2*AREA (ac)
	Developed	8.47	
Time of Concentration:	Existing	9 min	
	Developed	5 min	
Tc @ Peak Outflow:	9.82 min		
Volume In:	2542 ft ³		
Volume Out:	91 ft ³		
Detention Volume:	2451 ft ³		

HYDRAULIC CALCULATIONS

Cross Section
Cross Section for Trapezoidal Channel

Project Description	
Project File	c:\haestad\fmw\desert c.fm2
Worksheet	WCEOC
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Channel Depth

Section Data	
Mannings Coefficient	0.030
Channel Slope	0.005000 ft/ft
Depth	0.73 ft
Left Side Slope	2.000000 H : V
Right Side Slope	2.000000 H : V
Bottom Width	4.00 ft
Discharge	9.30 cfs



OFFSITE DITCH
Worksheet for Trapezoidal Channel

Project Description	
Project File	c:\haestad\fmw\desert c.fm2
Worksheet	WCEOC
Flow Element	Trapezoidal Channel
Method	Manning's Formula
Solve For	Channel Depth

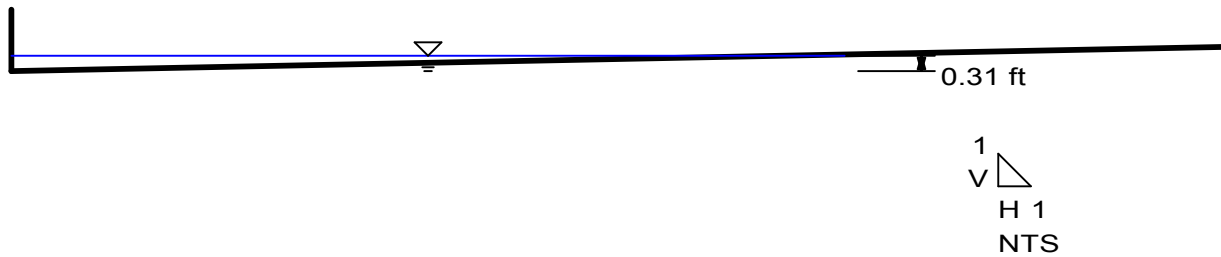
Input Data	
Mannings Coefficient	0.030
Channel Slope	0.005000 ft/ft
Left Side Slope	2.000000 H : V
Right Side Slope	2.000000 H : V
Bottom Width	4.00 ft
Discharge	9.30 cfs

Results	
Depth	0.73 ft
Flow Area	3.97 ft ²
Wetted Perimeter	7.25 ft
Top Width	6.91 ft
Critical Depth	0.50 ft
Critical Slope	0.018440 ft/ft
Velocity	2.34 ft/s
Velocity Head	0.09 ft
Specific Energy	0.81 ft
Froude Number	0.55
Flow is subcritical.	

Cross Section
Cross Section for Triangular Channel

Project Description	
Project File	c:\haestad\fmw\desert c.fm2
Worksheet	WC_EOC
Flow Element	Triangular Channel
Method	Manning's Formula
Solve For	Channel Depth

Section Data	
Mannings Coefficient	0.035
Channel Slope	0.020000 ft/ft
Depth	0.31 ft
Left Side Slope	0.000000 H : V
Right Side Slope	50.000000 H : V
Discharge	4.10 cfs



PARKING LOT
Worksheet for Triangular Channel

Project Description	
Project File	c:\haestad\fmw\desert c.fm2
Worksheet	WC_EOC
Flow Element	Triangular Channel
Method	Manning's Formula
Solve For	Channel Depth

Input Data	
Mannings Coefficient	0.035
Channel Slope	0.020000 ft/ft
Left Side Slope	0.000000 H : V
Right Side Slope	50.000000 H : V
Discharge	4.10 cfs

Results		
Depth	0.31	ft
Flow Area	2.40	ft ²
Wetted Perimeter	15.80	ft
Top Width	15.49	ft
Critical Depth	0.28	ft
Critical Slope	0.035371	ft/ft
Velocity	1.71	ft/s
Velocity Head	0.05	ft
Specific Energy	0.36	ft
Froude Number	0.77	
Flow is subcritical.		



July 14, 2022

Washington County
Nicholle Felshaw
197 East Tabernacle
St. George, UT 84770

Subject: Geotechnical Investigation Report
Washington County EOC Building
Hurricane, Utah
Landmark Project No.: 230442

Nicholle,

As requested, we have completed our Geotechnical Investigation for the above noted project. Our geotechnical recommendations, along with our field and laboratory data are presented in this report.

Our field investigation consisted of the excavation of four (4) test pits across the site with a rubber-tire backhoe. Spread footings are recommended for structural support of the proposed structure. Over-excavation and recompaction, as detailed in Section 5.0 of this report, will be required. The existing soils, free from organics and other debris are suitable for use as structural fill at depth, however, imported structural fill will be required directly below the footings.

Landmark has great interest in providing materials testing and special inspection services during the construction phase of this project. If you advise us of the appropriate time to discuss these engineering services, we will be pleased to meet with you at your convenience.

Please feel free to contact our office at (435) 986-0566 if you have any questions.

Sincerely,

LANDMARK TESTING AND ENGINEERING

Steven Wells, P.E.
Geotechnical Manager

TABLE OF CONTENTS

GEOTECHNICAL INVESTIGATION REPORT WASHINGTON COUNTY INTERLOCAL BUILDING HURRICANE, UTAH

1.0	INTRODUCTION.....	1
2.0	PROPOSED CONSTRUCTION	1
3.0	SITE SETTING.....	1
3.1	SURFACE CONDITIONS	1
3.2	GEOLOGIC SETTING	1
3.3	SEISMICITY	2
3.4	GEOLOGIC HAZARDS	2
4.0	INVESTIGATION.....	3
4.1	FIELD INVESTIGATION	3
4.2	LABORATORY TESTING.....	4
4.3	ANALYSIS AND CONCLUSIONS	4
5.0	SITE GRADING AND EARTHWORK.....	4
5.1	GENERAL GRADING	4
5.2	FILL PLACEMENT AND COMPACTION	4
5.3	LIGHTLY LOADED ELEMENTS.....	5
5.4	CUT AND FILL SLOPES	6
6.0	FOUNDATION & CONSTRUCTION CONSIDERATIONS.....	6
7.0	FLOOR SLABS.....	6
8.0	LATERAL EARTH PRESSURES.....	7
9.0	PAVEMENT DESIGN RECOMMENDATIONS	7
10.0	MOISTURE CONTROL	8
11.0	SOIL CORROSIVITY	9
12.0	FOUNDATION REVIEW AND TESTING	9
13.0	LIMITATIONS.....	9

TABLE OF FIGURES

GEOTECHNICAL INVESTIGATION REPORT WASHINGTON COUNTY EOC BUILDING HURRICANE, UTAH

FIGURE 1:	VICINITY MAP
FIGURE 2:	SITE MAP
FIGURES 3 through 4:	TEST PIT LOGS
FIGURE 5:	UNIFIED SOIL CLASSIFICATION SYSTEM
FIGURE 6:	MODIFIED PROCTOR CURVE
FIGURE 7:	SOIL CLASSIFICATON REPORT
FIGURE 8:	WATER SOLUBLE SULFATE IN SOIL

1.0 INTRODUCTION

This report presents the results of Landmark Testing & Engineering's geotechnical investigation for the proposed Washington County EOC Building. Figure 1 is a Vicinity Map showing the project location relative to surrounding features. Figure 2 is a Site Map showing the proposed project layout and the approximate locations of the test pits completed for this investigation.

This investigation was completed to assist in developing opinions and recommendations concerning site earthwork and foundation design.

2.0 PROPOSED CONSTRUCTION

We understand that a 1- to 2-story government office building is planned for construction on a portion of Parcel H-4-3-1202, west of the stables at the Fairgrounds. The building will be of masonry block construction with a concrete-slab-on-grade floor. Paved parking and driveways are planned, along with concrete flatwork. Based on other government buildings in the direct vicinity, we assume that Xeriscaping will be installed.

Building loads and details were not provided. We estimate wall loads on the order of 2.5 to 4.0 kips per foot, and individual column loads on the order of 50.0 kips. For traffic loads in the parking areas, we have used a Traffic Index of 5.0 for the parking areas, which is similar to light residential traffic, and a TI of 7.0 for the driveways and truck traffic areas.

Any significant changes to the anticipated development should be reviewed by Landmark to evaluate the continued applicability of the recommendations contained in this report.

3.0 SITE SETTING

3.1 SURFACE CONDITIONS

The site is in a relatively undisturbed state, and covered with low hills and washes. The hills and washes lead to elevation changes of up to 6 feet in relatively short distances. The site then drops off an additional 5 feet to Regional Park Road. Vegetation on the site consisted of desert brush and a few field grasses.

3.2 GEOLOGIC SETTING

According to the Utah Geological Survey, the project site is mapped as located within the valley exposed in the Virgin Anticline.¹ The geologic layers exposed at the site was the Shnabkaib Member of the Moenkopi Formation which consists of "bacon striped, ledgy slopes of laminated to thin-bedded, gypsiferous, pale-red to moderatereddish-brown mudstone and siltstone, resistant, white to greenish-gray gypsum and lesser thin, laminated, light-gray dolomite beds; gypsum is present as laterally continuous, massive beds, finely laminated, commonly silty or muddy beds, and nodular intervals that range from less than one inch to about 9 feet thick; gypsum also present as secondary cavity fillings and cross-cutting veins; weathers to soft, punky, gypsiferous soils; deposited in a variety of supratidal, intertidal, and subtidal environments on a broad, coastal shelf of very low relief."

¹ Interactive Geologic Map Portal, Retrieved July 14 2022, from Utah Geological Survey, <https://geology.utah.gov/apps/intgeomap>.

The soils encountered in our test pits were consistent with these formations

3.3 SEISMICITY

Seismicity at the site was determined using the Seismic Maps Tool from seismicmaps.org website. The following values are presented to assist with seismic design:

- Latitude = 37.1599° North, Longitude = 113.4220° West
- Site Class = C – Very Dense Soil and Soft Rock, based on ASCE 7 as referenced in 2018 IBC

Period (sec)	Sa (g)	Site Class
0.2	$S_s = 0.595$	B/C
1.0	$S_1 = 0.193$	B/C
0.2	$S_{DS} = 0.500$	C
1.0	$S_{D1} = 0.193$	C

As per Section 20.1 of ASCE 7-16, “The soil shall be classified in accordance with Table 20.3-1 and Section 20.3 based on the upper 100 feet of the site profile.” However, Section 20.1 continues, “Where site specific data are not available to a depth of 100 feet, appropriate soil properties are permitted to be estimated by the registered design professional preparing the soil investigation report based on known geologic conditions.” Based on our engineering experience in the area, mapped geology and the soils encountered in the test pits, it is the opinion of Landmark Testing and Engineering that the soils on site classify as Site Class C.

3.4 GEOLOGIC HAZARDS

The St. George basin lies within the transitional zone between the Colorado Plateau to the east and the Basin and Range Province to the west. Southwestern Utah is located on a structural block proximate to the southern segment of the Intermountain Seismic belt, which is characterized by high-angle normal faults that tend to step down to the west. The Hurricane fault with an offset of 6,000 to 8,000 feet forms the eastern edge of the transition zone. The Grand Wash-Reef Reservoir-Gunlock fault system with displacement of about 1,500 to 3,000 feet forms the western edge.

Fault Rupture

The trace of the Hurricane fault is located approximately 7.0 miles from the site. Higgins and Willis (1995),² indicate that the Hurricane fault displaces late Quaternary sediments and is considered active. The projected trace of the Washington fault is located approximately 5.0 miles west of the site. The Washington fault displaces late Quaternary sediments and is considered active. Strong ground motion associated with movement along the Hurricane or other faults associated with the Intermountain Seismic Belt is possible, however, the potential for surface fault rupture is considered low.

2 Higgins, J.M. and Willis, G.C., 1995, Interim Geologic Map of the St. George Quadrangle, Washington County, Utah; Utah Geological Survey Open-File Report 323

Liquefaction

Liquefaction is the sudden loss of shear strength in the soil due to the build-up of excess pore water pressure.³ This can occur when the soil is subjected to intense shaking such as during a seismic event. The soils that are most susceptible to liquefaction are loose, saturated sandy soils with a low fines content (material passing the #200 sieve).

According to the Utah Geological Survey⁴, the soils in the project area are mapped as being within a high liquefaction-susceptibility zone, but groundwater is lacking. Soils encountered in the test pits are loose to medium dense clayey and silty gravels overlying bedrock. These types of soils may be considered not susceptible to liquefaction in the presence of shallow ground water. Ground water was not encountered in our test pits during our investigation and therefore liquefaction potential may be considered low. A liquefaction study is beyond the scope of this report.

Rockfall Hazard

Rockfall hazard is not a direct concern at the site. The USGS⁴ hazard map shows a high rockfall hazard exists on the roadcut for SR-9 to the north of the site.

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

Four (4) test pits were completed to a depth of 4.0 to 7.0 feet at the corners of the proposed building in order to characterize subsurface conditions at the site for the structure. The test pits were excavated with a Bobcat 337 mini-ex rubber-tire. Depending on subsurface conditions, bag or block samples of soil were obtained from the test pit excavations. Mr. Gregory Kaiser of our office supervised the excavation and sampling of the test pits. Approximate test pit locations are shown on the Site Map, Figure 2.

Soils encountered in the test pits consisted of 1.0 to 5.0 feet of loose sandy silt (ML) overlying claystone and mudstone bedrock. The silty sand contained a large amount of both crystalline and powdered gypsum. Due to the coarse nature of the soils, undisturbed samples for density and consolidation testing could not be collected. The mudstone bedrock was soft to moderately hard with depth, and refusal in this material was met in several of the test pits. The claystone bedrock was typically harder, and refusal was met within 1 to 2 feet of encountering this material.

Groundwater was not encountered in the test pits at the time of investigation.

The test pit logs are presented on Figures 3 through 4. A key to the soil classifications used on the logs is presented on Figure 5.

-
- 3 Coduto, Donald P. (1999), Geotechnical Engineering: Principles and Practices, Prentice Hall, Upper Saddle River, NJ
- 4 St. George-Hurricane Metropolitan Area Geologic-Hazard Study, Knudsen, Tyler R., Utah Geologic Survey Special Study 127.

4.2 *LABORATORY TESTING*

Soil samples from the test pits were taken to our St. George, Utah laboratory for testing. Tests performed on the samples included moisture content, sieve analysis, Atterberg Limits, and modified proctor.

The maximum laboratory dry density of a composite sample of the sandy silt soils collected from Test Pit 2 was 114.2 pcf at an optimum moisture content of 15.5 percent. The sample contained 4.0 percent gravel, and 83.5 percent fines. The sample classified as a sandy silt (ML). A large gypsum content was also observed.

A sample from Test Pit 3 at 2.5 feet contained 1.06 percent water soluble sulfate, and therefore will be corrosive to both concrete and masonry block.

The results of the laboratory tests are shown on the test pit logs on Figures 3 through 4.

4.3 *ANALYSIS AND CONCLUSIONS*

The soil portion of the site was loose, and contained a large amount of gypsum and soluble sulfates. Based on the existing grades, these soils will likely be removed during mass grading. The underlying bedrock has been shown to be moderately difficult to excavate, and larger equipment should be anticipated for excavation. D-9 class dozers with a single shank ripper have been used.

Due to the corrosive nature of the soils, we recommend that footings and slabs be underlain by an imported, granular fill. The existing soils will likely be difficult to place to structural fill standards due to the difficulty of achieving the correct moisture content for compaction.

5.0 *SITE GRADING AND EARTHWORK*

5.1 *GENERAL GRADING*

Grubbing does not appear to be required. A grading plan has not been developed; however, we anticipate that overall grades will require up to 5 feet of cut, and localized fills.

The existing soils consisted of loose, silty soils. We recommend that the soils below the proposed building be over-excavated to bedrock. The excavation should extend a minimum of 5.0 feet beyond the limits of the footings. The geotechnical engineer should observe and document the amount of over-excavation.

In pavement and flatwork areas, we recommend that area be over-excavated to bedrock, or to allow for 3 feet of structurally placed soils.

Exposed subgrades should be scarified a minimum of 8-inches, moisture conditioned to within 2 percent of the optimum moisture content and compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557. Scarification and recompaction is not required in areas where the bedrock is encountered.

5.2 *FILL PLACEMENT AND COMPACTION*

All fill to be placed for support of footings and slabs-on-grade should be considered structural fill. On-site soils are suitable for use as structural fill at depth. However, we recommend that the floor slabs and footings be established on 1 foot of imported structural fill for corrosion protection, as described in Section 12.0 of this report.

Imported, granular fill, should be well-graded, non-expansive, and free of organics and all deleterious materials. Soils used for imported, granular fill should meet the following specifications and preferably would classify as gravel.

GRADATION	PERCENT PASSING
3- inch	100
1.5-inch	80-100
No. 200 sieve	10-25
ATTERBERG LIMITS	
Liquid Limit	30 or less
Plasticity Index	9 or less

Material not meeting the above requirements may be suitable for use as structural fill at the discretion of the geotechnical engineer. Samples of structural fill should be submitted for testing prior to transporting to the site. Spec roadbase is approved for use as granular structural fill.

Any on-site soils used as structural fill or imported, granular fill should be compacted to the following specifications.

FILL PLACEMENT AND COMPACTION	
Maximum lift thickness	8-inch (loose)
Minimum compaction	95% ASTM D-1557
Compacted Moisture Content	within 2% of optimum

Compaction of structural fill should be completed with equipment suitable for the conditions encountered in the field such that compaction requirements are met, including those areas that may be inaccessible to large rolling compactors. All structural fill should be evenly spread on a horizontal plane in eight-inch loose lifts. Each eight-inch lift of structural fill material placed at the site should be tested for compliance with the required relative compaction and moisture content prior to proceeding with additional lifts.

5.3 LIGHTLY LOADED ELEMENTS

Exterior concrete slabs on grade (sidewalks, curbs, gutters, and misc.) should be established on a minimum of 12-inches of structurally placed soils with a maximum particle size of 3-inches. Sidewalks adjacent to Regional Park Road will need to be underlain by approved aggregate base as per Hurricane City Standards.

Structural fill, including road base, should be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D-1557.

5.4 CUT AND FILL SLOPES

It is recommended that permanent cut or fill slopes in surficial sandy soil be maintained at a slope of one vertical to two horizontal (1V:2H) or flatter unless structurally retained. Permanent slopes in bedrock may be maintained at slopes of 3 vertical to 1 horizontal (3V:1H).

Grading of both cut and fill slopes should be such that surface water is directed away from the slopes and not concentrated on slopes or in unprotected channels. Construction procedures should ensure adequate compaction of slope faces. All excavations should conform to OSHA standards.

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS

The proposed structures may be supported on conventional spread or continuous footings established on one foot of granular, imported fill overlying adequately compacted native soils. Foundations should not transition from bedrock to structural fill. Foundation excavations should be visually observed and tested by qualified personnel prior to placement of reinforcing steel or concrete. Additional foundation recommendations are subsequently presented.

DESCRIPTION	VALUE
Foundation Type	Continuous or spread footings
Bearing Material	1 foot of imported granular fill
Allowable Bearing Capacity	2,000 psf on structural fill
Minimum embedment depth below finished grade	12 inches (for frost and confinement)
Minimum footing width	12 inches (continuous) for single-story 18-inches for two stories 24-inches for three stories or greater 24-inches (isolated spread)
Total estimated settlement	1-inch
Total differential settlement	less than 3/4 inch

The allowable bearing capacity is based upon dead load plus long-term live load. A one-third increase in allowable bearing capacity for short duration loads such as wind or seismic loads is permitted with the alternative load combinations given in Section 1605.3.2 of the IBC.

7.0 FLOOR SLABS

It is recommended that concrete floor slabs be constructed on a pad that has been prepared as previously indicated. A minimum of 4-inches of relatively free-draining material should be used beneath the slab in order to help distribute floor loads, break the rise of capillary water, and aid in the concrete curing process. Alternatively, 6 inches of road base may be used in place of the free draining-material. The thickness of the free-draining material may be included in the 12-inches of imported structural fill.

Concrete slabs should be designed using rebar reinforcement and frequent crack control joints to help control normal shrinkage and stress cracking. Concrete placement and curing should meet

ACI⁵ requirements including following hot or cold weather placement recommendations, when appropriate. If a moisture-sensitive floor covering will be installed, we recommend that a vapor barrier be installed beneath the concrete slab. The moisture sensitivity of floor finishes, anticipated project conditions, and the potential effects of slab curling and cracking should be considered in determining if the barrier should be placed directly beneath the slab or beneath the free-draining gravel (see ACI 302.IR-96 for more information regarding vapor barrier location). If the vapor barrier is installed directly beneath the slab, measures should be taken to minimize excessive slab curl such as reduced joint spacing and use of a low shrinkage (low water-cement ratio) mix.

8.0 LATERAL EARTH PRESSURES

Lateral loads imposed on footings may be resisted by the development of passive earth pressures against the sides of footings and friction between the base of the footing and the supporting soils. Lateral earth pressure values are presented in the following table.

Case Evaluated	Soil Type	Value
Active	Granular, Structural Fill	37 psf/ft
		57 psf/ft (with seismic)
At-Rest	Granular, Structural Fill	57 psf/ft
Passive	Granular, Structural Fill	460 psf/ft
		398 psf/ft (with seismic)
Coefficient of friction $\tan(\phi*0.6)$ where $\phi = 34^\circ$	Granular, Structural Fill	0.37

The lateral earth pressures presented do not include any safety factors except where the friction angle (ϕ) used to determine the coefficient of friction has been multiplied by 0.6 to account for smooth contact conditions. The pressures also assume horizontal backfill and that the backfill is in a drained condition with no build-up of hydrostatic pressure. The additional effects of sloping backfill, surcharge, structural loads and groundwater conditions should be included in calculating lateral earth pressures. Backfill should be placed in accordance with the requirements of structural fill except that backfill in landscape and areas that will not be subject to structural loadings may be reduced to 90 percent of the maximum dry density as determined by ASTM D-1557.

9.0 PAVEMENT DESIGN RECOMMENDATIONS

Design of the pavement sections are based on the procedures outlined in the 1993 Guidelines for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). A Traffic Index of 5.0 was used for design for the parking areas, and a T.I.

⁵

American Concrete Institute

of 7.0 was used for the driveway and truck traffic areas. A CBR value of 10 was used based on the soil encountered in our investigation.

For pavement design, the following design parameters have been assumed:

<u>Pavement Design Life</u>	20 years
<u>Subgrade CBR</u>	10 (design)
<u>Structural Layer Coefficients</u>	Asphalt = 0.42
	Type II Base = 0.12

Based on design parameters, the following pavement sections are provided.

Location	Asphalt Thickness (inches)	Base Course (inches)	Scarified and Compacted Subgrade (inches)
Parking Areas (T.I. = 5.0)	2.5	6.0	8.0
Driveways (T.I. = 7.0)	3.0	8.0	8.0

Recompacted on-site soils should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557 and base course soils should be compacted to a minimum of 95 percent of the maximum dry density (ASTM D-1557). Asphalt should be compacted to at least 96 percent of the Marshall maximum density. Asphaltic concrete and base should be tested prior to site delivery and during placement for conformance with project specifications.

10.0 MOISTURE CONTROL

This soils report provides recommendations for site preparation and foundation design. Inadequate surface drainage or failure to control moisture will result in excessive differential movement of slabs, walkways, porches, or patios and structural damage, regardless of the site preparation. The following moisture control measures are recommended:

- (1) Once the finish floor elevation has been established, the site grades should be constructed and maintained to drain surface and roof runoff away from the building foundation at a slope of ten percent for at least ten feet beyond the structure. The ground surface should be graded to drain away from the building in all directions. Water should not be allowed to pond adjacent to foundations or on-site.
- (2) Roof runoff should be collected, and downspouts should be designed to discharge collected water a minimum of 10 feet beyond the building footprint.
- (3) Xeriscape (landscaping that eliminates the need for supplemental irrigation of plants) is recommended within 10 feet of the building foundation. Bubblers, although more efficient than sprinkler irrigation, still have a significant potential of introducing excessive water into the ground and saturating foundation soils. Bubblers are not recommended in the 10 feet buffer zone area. As an alternative, sealed bottom planter boxes may be used.

- (4) Inadequate compaction of utility trench backfill provides a conduit for water migration. All utility trenches within the building footprint and extending 5 feet beyond the footprint should be backfilled with structural fill similar to that approved for the foundations. Backfill adjacent to structures should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D-1557 and the minimum slope requirements should be followed. Backfill beneath structures should be compacted to at least 95 percent of the maximum dry density.
- (5) Grading should be such that surface water is directed away from all cut and fill slopes and collected only in channels protected against erosion. Water should not be allowed to pond on-site. Gutters and downspouts should be installed to collect precipitation, and the downspouts should be piped to divert water away from the foundation.

It should be emphasized that final grading and landscaping generally occurs after construction of the structure and observation of these features is outside of normal geotechnical inspection and observation. The owner/contractor is responsible to ensure that these surface drainage and moisture control recommendations are followed throughout the life of the structure.

11.0 SOIL CORROSIVITY

Soils from the Purgatory Flats area have been shown to have a high soluble sulfate content and a large gypsum content. Based on these issues, we have recommended that the footings be established on a minimum of 1 foot of imported structural fill to act as a buffer between the concrete and the corrosive soils. We recommend that concrete mixes used on the project be designed in accordance with ACI 318 Table 4.3.1 for a sulfate exposure class of S1 (moderate). We recommend that buried pipes be plastic (PVC or HDPE) instead of metal, where possible.

12.0 FOUNDATION REVIEW AND TESTING

This report has been prepared to assist in project design and construction. Variations from the conditions portrayed in the exploratory investigations may occur which are sometimes sufficient to require modifications to the design. In order to incorporate recommendations provided into actual field conditions and to confirm that the project specifications are implemented, we recommend that observation and testing be performed during construction to monitor over-excavation, grading, and preparation of soils upon which foundations elements or structural loads may be established.

13.0 LIMITATIONS

The exploratory data presented in this report were collected to provide geotechnical design recommendations for this project and subsurface site descriptions represent conditions observed at the time and at the locations explored. The investigations may not be indicative of subsurface conditions beyond the investigation location and conditions may change with passage of time. If subsurface conditions are encountered that are significantly different than those reported herein, Landmark should be contacted immediately for the continued applicability of the recommendations. In the event changes to the project are made that differ from those presented in this report, Landmark should be made aware of the changes. Landmark will provide written

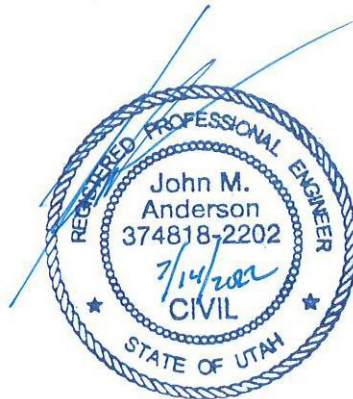
verification that the recommendations and conclusions remain valid or that modifications are required.

This report has been prepared to assist in project design and construction. We respectfully request the opportunity to review the final design drawings and specifications in order to determine whether the assumptions and recommendations presented herein are applicable to the anticipated designs.

This report is not intended to be used as a bid document. Any information concerning the environmental conditions of the site is beyond the scope of this geotechnical study. This geotechnical report has been prepared to meet the specific needs of our client and may not be appropriate to satisfy the needs of other users.

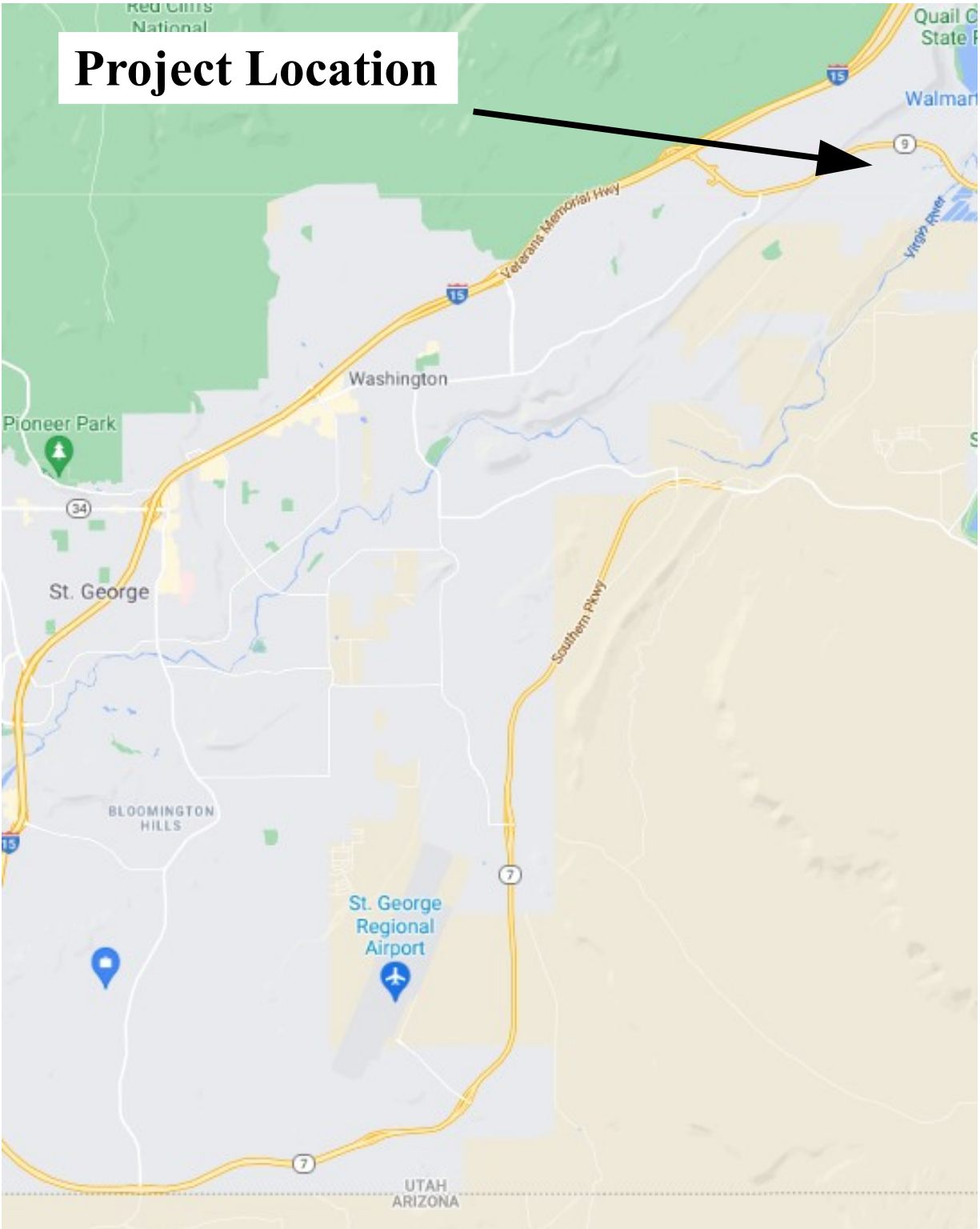
LANDMARK TESTING & ENGINEERING

John M. Anderson, P.E.
Project Engineer



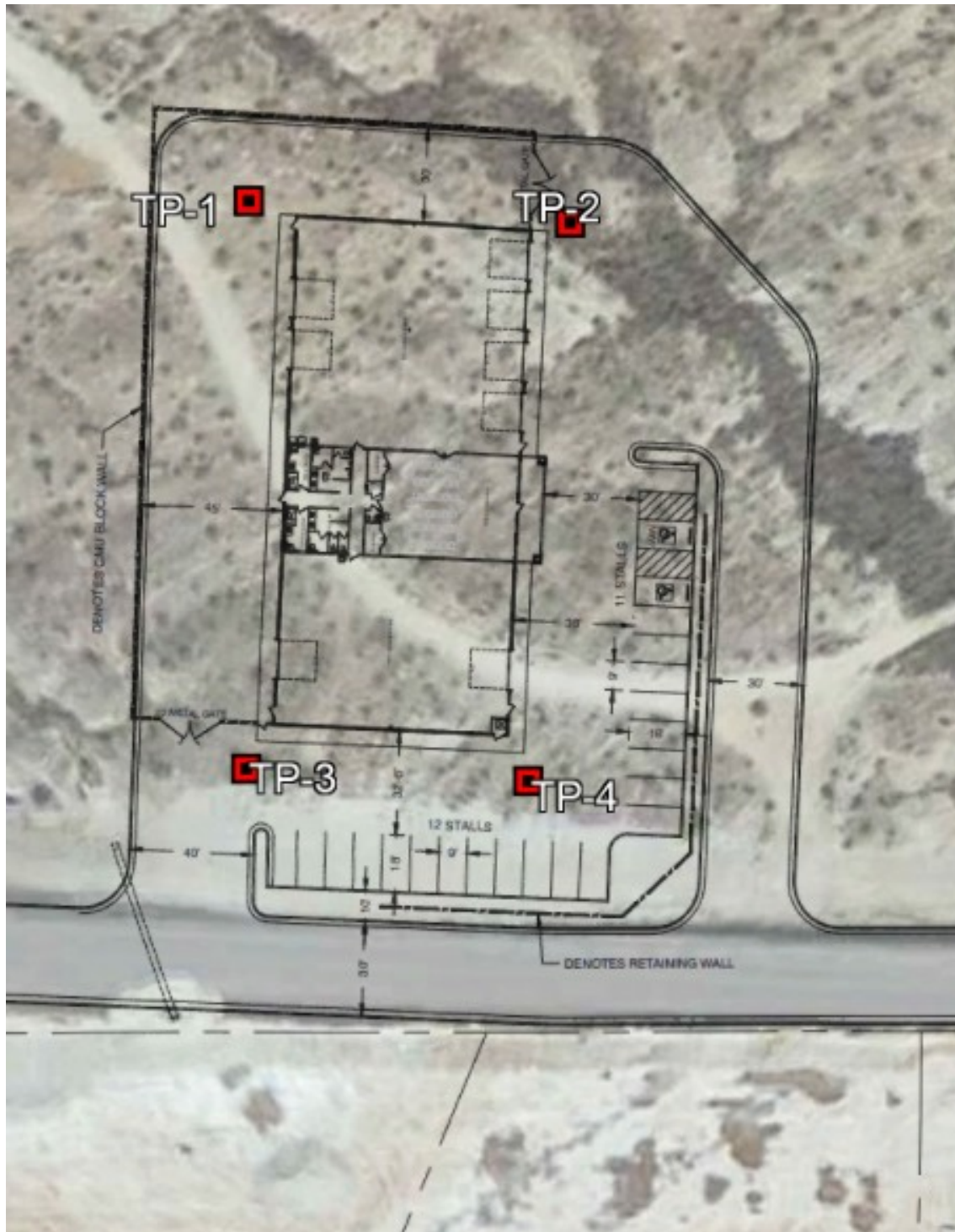
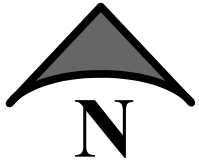


Project Location



Vicinity Map
Landmark Project No 220442

Figure 1



TEST PIT NUMBER TP1

DATE STARTED 6/10/22 COMPLETED 6/10/22 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY _____ EXCAVATION METHOD Mini-Ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0.0											
			SAND SILT (ML), loose to medium dense, dry, fine to medium grained, gypsum lenses, white to gray.								
2.5		1									
			SILTSTONE, very weak, abundant interbedded gypsum, green and white.								
5.0		2									

Mini-Ex refusal on Claystone.
 Refusal at 5.0 feet.
 Bottom of test pit at 5.0 feet.

TEST PIT NUMBER TP2

DATE STARTED 6/10/22 COMPLETED 6/10/22 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY _____ EXCAVATION METHOD Mini-Ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0.0											
			SANDY SILT (ML), loose to medium dense, moist, fine to medium grained, iron oxide present, red and brown.								
2.5		B 1									
			SILTSTONE, very weak to weak, layered silt and gypsum, greenish gray.								
5.0											

Mini-Ex refusal on Claystone.
 Refusal at 5.5 feet.
 Bottom of test pit at 5.5 feet.



Landmark Testing & Engineering

PROJECT NAME Washington County EOC Building
 CLIENT Washington County
 PROJECT NUMBER 220442
 PROJECT LOCATION Washington County, Utah

Figure No. 3

TEST PIT NUMBER TP3

DATE STARTED 6/10/22 COMPLETED 6/10/22 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY _____ EXCAVATION METHOD Mini-Ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SANDY SILT (ML), loose to medium dense, dry, fine to medium grained, roots, pinholes, gypsum present, gray.								
5		1	SILTSTONE, weathered to firm, dry, fine to medium grained, roots, gypsum, iron oxide, gray.								

Mini-Ex refusal on Claystone
 Refusal at 7.0 feet.
 Bottom of test pit at 7.0 feet.

TEST PIT NUMBER TP4

DATE STARTED 6/10/22 COMPLETED 6/10/22 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Greg Kaiser CHECKED BY _____ EXCAVATION METHOD Mini-Ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0.0			SANDY SILT (ML), medium dense, dry, fine to medium grained, voids, roots, white.								
2.5			SILTSTONE, weak to moderately strong, dry, gray.								

Mini-Ex refusal on Claystone.
 Refusal at 4.0 feet.
 Bottom of test pit at 4.0 feet.



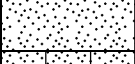
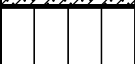
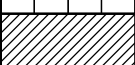
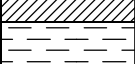
Landmark Testing & Engineering

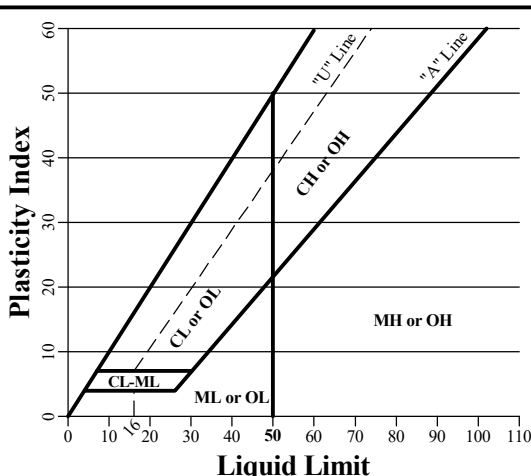
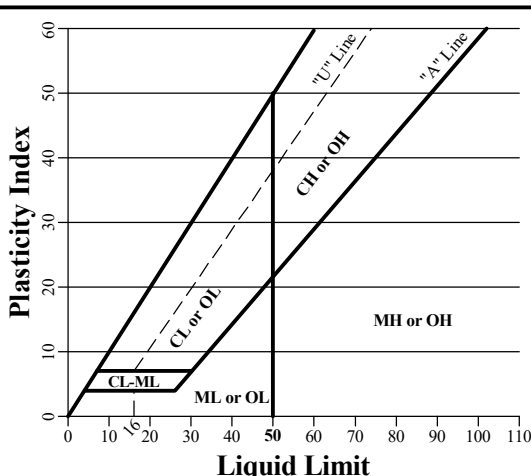
PROJECT NAME Washington County EOC Building
 CLIENT Washington County
 PROJECT NUMBER 220442
 PROJECT LOCATION Washington County, Utah

Figure No. 4

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 7/15/22 15:23 - P:\PROJECTS\22 PROJECTS\220442\GEOTECH\220442 - WC EOC BUILDING.GPJ

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS	SYMBOLS		TYPICAL NAMES
COARSE-GRAINED SOILS (More than 50% of soil Retained on No. 200 sieve size)	GRAVELS More than 1/2 of coarse fraction > No. 4 sieve size		GW Well graded gravels or gravel-sand mixtures little or no fines.
			GP Poorly graded gravels or gravel-sand mixtures little or no fines.
			GM Silty gravels, gravel-sand-silt mixtures
			GC Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 1/2 of coarse fraction < No. 4 sieve size		SW Well graded sands or gravelly sand mixtures little or no fines.
			SP Poorly graded sands or gravelly sand mixtures little or no fines.
			SM Silty sands, sand-silt mixtures
			SC Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (Less than 50% of soil Retained on No. 200 sieve size)	SILTS & CLAYS Liquid Limit < 50		ML Inorganic silts and very fine sands, rock flour, silty fine sands or clayey silts with slight plasticity
			CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL Organic silts and organic silty clays of low plasticity
	SILTS & CLAYS Liquid Limit > 50		MH Inorganic silts, micaceous or diatomaceous fine sand or silty soils, elastic silts
			CH Inorganic clays of high plasticity, fat clays
			OH Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS			PT Peat and other highly organic soils

GRAIN SIZE CHART			SAMPLES	PLASTICITY CURVE
CLASSIFICATION	Range of Grain Size			
	U.S. Standard Sieve Size	Grain Size in Millimeters		
BOULDERS	Above 12"	Above 305		
COBBLES	12" to 3"	305 to 76.2		
GRAVEL	3" to No. 4	76.2 to 4.76		
	Coarse 3" to 3/4"	76.2 to 19.1		
Fine 3/4" to No. 4	19.1 to 4.76			
SAND	No. 4 to No. 200		4.76 to 0.074	
	Coarse No. 4 to No. 10		4.76 to 2.00	
Medium No. 10 to No. 40	2.00 to 0.42			
Fine No. 40 to No. 200	0.420 to 0.074			
SILT & CLAY	Below No. 200	Below 0.074		
			No Recovery	



Landmark Testing & Engineering

PROJECT NAME Washington County EOC BuildingCLIENT Washington CountyPROJECT NUMBER 220442PROJECT LOCATION Washington County, Utah**Figure No. 5**



PROCTOR REPORT

Client: Washington County
197 East Tabernacle
St. George, UT 84770

Date of Report: 6/25/2022

Reviewed By: Z. Girsberger

Lab#: 22SG3055

Project: Washington County EOC Building

Project #: 220442

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/14/2022

Type of Sample: Sandy Silt (ML)

Tested By: M. Wells

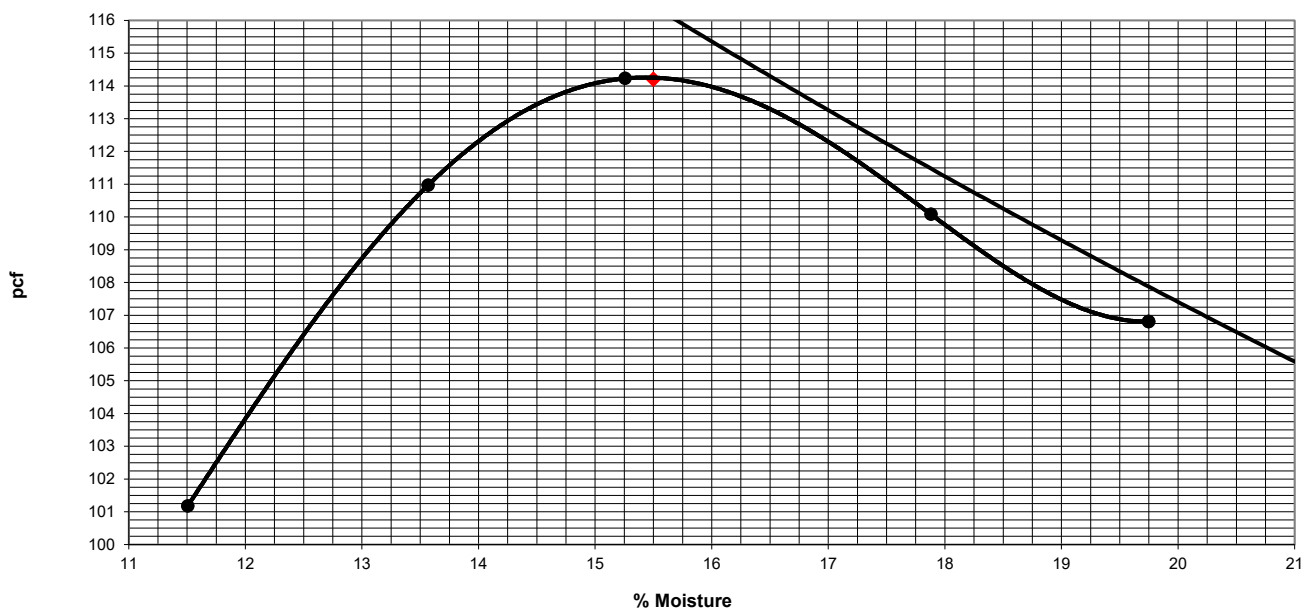
Date: 6/23/2022

Location of Sample: Test Pit 2 at 1'

Authorized By: Client

Date: 6/14/2022

Moisture Density Relationship



Proctor Data

Hammer Weight:	10 pounds
Hammer Drop:	18 inches
Number of Layers:	5 layers
Blows per Layer:	25 blows
Mold Size (cu. Ft.):	0.033333
% Oversized:	2.0
Oversize Sp. G.:	N/A
ZAV Sp. G.:	2.63
Test Performed on Material Passing:	3/8 in. Sieve

Point	1	2	3	4	5	6
% Moisture	11.5	13.6	15.3	17.9	19.7	
Dry Density	101.2	111.0	114.2	110.1	106.8	

Test Results

Maximum Dry Density, Lbs/ft ³	114.2
Optimum Moisture, %	15.5
Test Standard	ASTM D 1557
Method	Method B

FIGURE 6



SOIL CLASSIFICATION REPORT

Client: Washington County
197 East Tabernacle
St. George, UT 84770

Date of Report: 6/23/2022

Reviewed By: Z. Girsberger

Lab#: 22SG3053

Project: Washington County EOC Building

Project #: 220442

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/14/2022

Type of Sample: White Silt with Sand

Tested By: C. Cox

Date: 6/14/2022

Location of Sample: Test Pit 1 at 1'

Authorized By: Client

Date: 6/14/2022

Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"		
25 mm 1"		
19 mm 3/4"		
12.5 mm 1/2"	100	
9.5 mm 3/8"	100	
4.75 mm #4	96	
2.00 mm #10	92	
1.18 mm #16	89	
425 µm #40	87	
300 µm #50	86	
75 µm #200	83.5	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	15.3		ASTM D 2216
Liquid Limit	NP		ASTM D 4318
Plasticity Index	NP		ASTM D 4318
Unified Classification System	ML		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	4.0	12.5	83.5

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

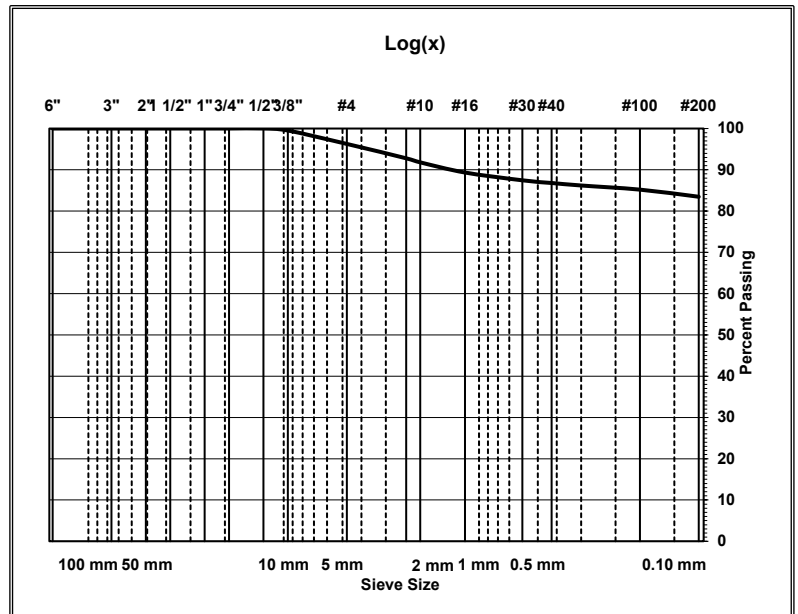
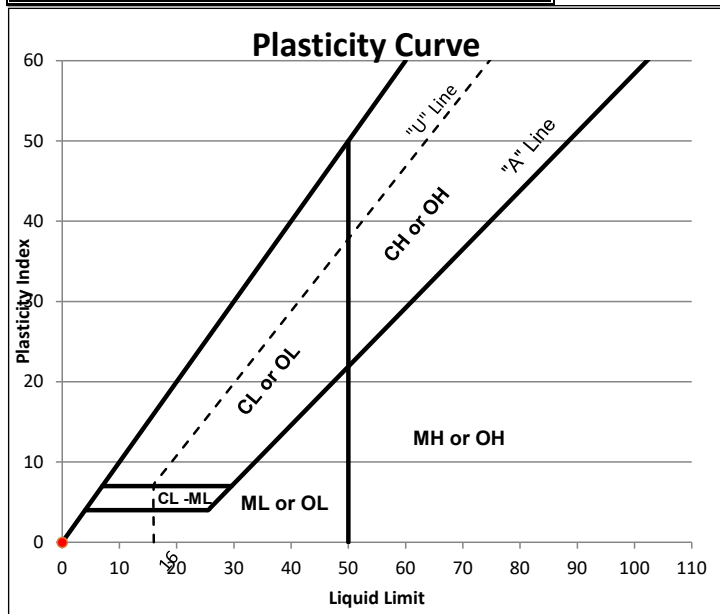


FIGURE 7



WATER-SOLUBLE SULFATE IN SOIL

Client: Washington County
197 East Tabernacle
St. George, UT 84770

Date of Report: 6/21/2022

Reviewed By: Z. Girsberger

Lab#: 22SG3056

Project: Washington County EOC Building

Project #: 220442

Location: Hurricane

Sampled By: G. Kaiser

Date: 6/14/2022

Type of Sample: Sandy Silt (ML)

Tested By: A. Pay

Date: 6/21/2022

Location of Sample: Test Pit 3 at 2.5'

Authorized By: Client

Date: 6/14/2022

Test	Result %	Exposure Class	Test Standard
Percent Water-Soluble Sulfate in Soil	1.06	S2	ASTM C1580



STAFF COMMENTS

Ordinance 2023-05: Consideration and possible approval of a **Request for a Road Abandonment of the southern portion of 300 North directly adjacent to 278 E 300 N.** - Russell LeBaron

Discussion:

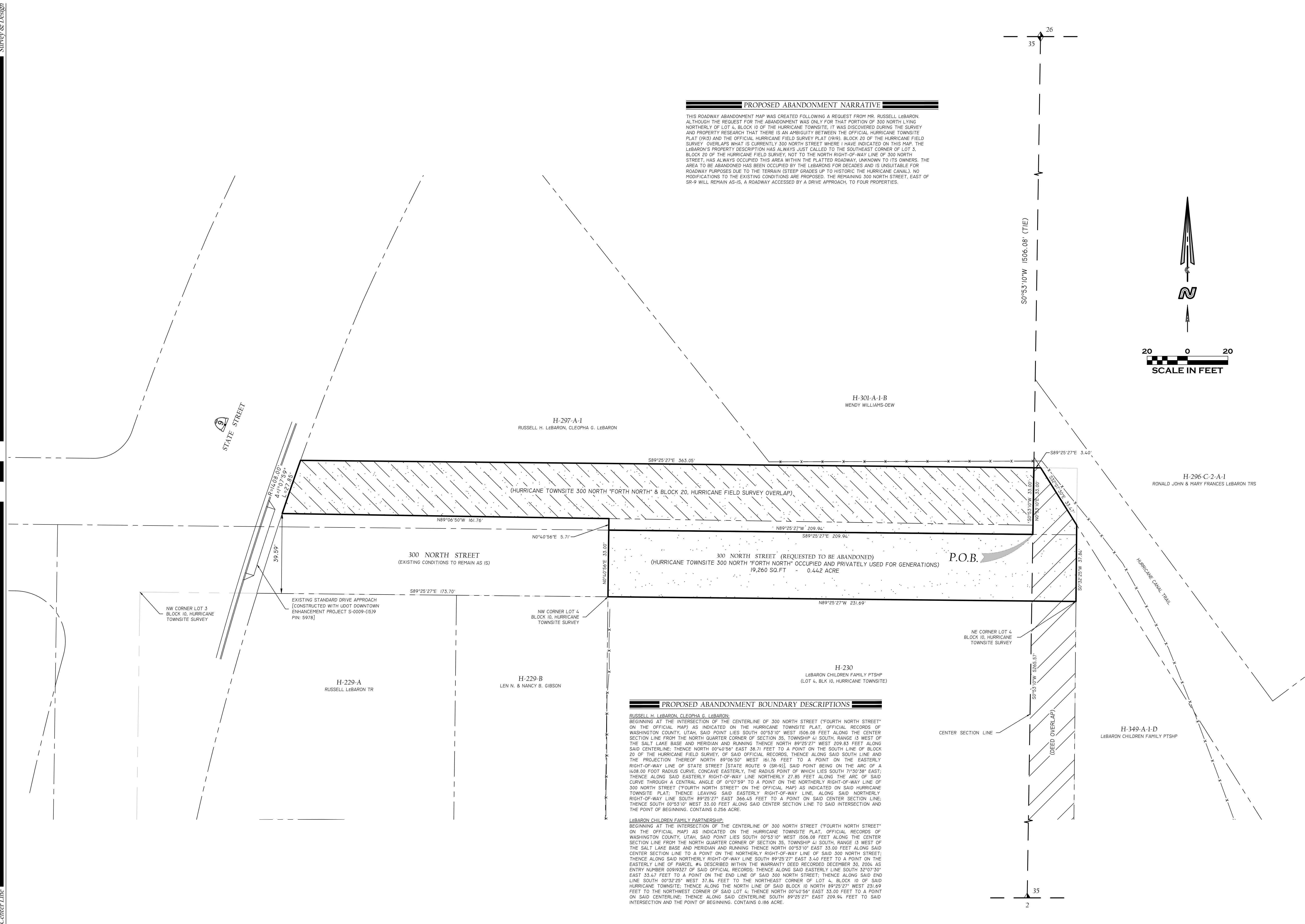
The property owner is asking the City to abandon the existing right-of-way on his property. The state gives City's the authority to abandon roadways and dedicated right-of-way. The City Council heard this item back on 8/19/2021, but was not able to move on the item until the applicant had the property surveyed and filed an official petition. That petition has now been filed and is being presented to the City Council.

Findings:

Recommendation:

Attachments:

1. 0152 Proposed 300 N Abndnmnt Exhibit_230210
2. 300 N Abandoned Petition
3. road condemnation-fire
4. 4.6.2023 300 N Roadway Abandonment
5. 300 N Pictures
6. Ordinance 2023-05 Right of Way roadway Abandonment 300 N (DH Revised)

[illegible]

To:

Stephen A. Nelson, Planning Director
City of Hurricane Planning Commission
Hurricane Utah City Council
Nanette Billings, Mayor
Any other interested parties

I, Russell LeBaron, formally request that the section of 300 North, east of the line extended north that separates parcels H-230 and H-229-B, be formally abandoned by the City of Hurricane. Also, as a consequence of discoveries made during recent surveys, that such abandonments be made as necessary to resolve overlaps of any affected properties in this area between surveys made at different times.

The land in question has been used exclusively by my family since the abandonment of the Hurricane Canal. Until recently, I believed that the land belonged to my family. During the time since abandonment of the canal, the City of Hurricane has neither used nor maintained the section of the street in question and it dead ends at the top of a rather steep hill. It is bordered on three sides by parcels H-297-A-1, H-349-A-1-D, and H-230. Parcel H-297-A-1 is owned by myself, while parcels H-349-A-1-D, and H-230 belong to the LeBaron Children Family Partnership. The LeBaron Children Family Partnership was created by John and Cleopha LeBaron. They are deceased and the children (of which I am one) are currently trying to settle the affairs of the estate.

There are currently two utilities that cross the section of 300 North to be abandoned. Both are aerial above the section and begin at a utility pole near the property corner of H-229-B, H-230, and 300 North. Both go in a generally northeast direction crossing over H-297-A-1 and neither are near the eastern termination line of 300 North. As such, both cross property that is already owned by me.

Abandoning the section of the road in question will not close access to anyone currently using access but will allow my family to properly and legally use the land in a beneficial manner.

Thank you for your consideration,

A handwritten signature in black ink, appearing to read 'Russell LeBaron', with a stylized flourish at the end.

Russell LeBaron

Stephen Nelson

From: John Postert <johnp@hvfssd.org>
Sent: Thursday, March 30, 2023 11:05 AM
To: Stephen Nelson
Subject: road condemnation

Stephen,

I received your letter regarding the proposed road closure approximately 300 N. State.

HVFSSD does not have any problem with the road condemnation. We just want to provide notice that should parcel # H-230 develop there will have to be some improvements in that road. Mainly a fire hydrant and an approved turnaround as well as an approved surface. Some of the property that you are condemning could be used for that turnaround. However the requirement will have to be satisfied at time of development.

If you have any questions please feel free to contact me

Thanks,

John Postert
Fire Marshal/ Fire Prevention Specialist.
Hurricane Valley Fire SSD
D: 435-269-9790
O: 435-635-9562
johnp@hvfssd.org



STAFF COMMENTS

Agenda Date:	04/06/2023
Application Number:	N/A
Type of Application:	Roadway Abandonment
Action Type:	Legislative (Discussion)
Applicant:	Russell LeBaron
Agent:	
Request:	Roadway Abandonment of Eastern 300 N
Location:	East of SR-9
Zoning:	Highway Commercial
General Plan Map:	Multi-family

Discussion: The property owner is asking the City to abandon the existing right-of-way on his property. The state gives City's the authority to abandon roadways and dedicated right-of-way. The City Council heard this item back on 8/19/2021 but could not move on until the applicant had the property surveyed and filed an official petition. That petition has now been filed and presented to the City Council. Here are the minutes from that meeting:

*15. Discussion regarding abandoning the eastern portion of 300 North-Stephen Nelson
This land has been used by Russ and Jennifer LeBaron and their family for years. Stephen Nelson explained Mr. LeBaron submitted a request for the City to abandon that portion of 300 North and divide the land between the surrounding property owners. The right of way goes to the top of the hill, but it hasn't been used as a road. They are only asking for the road to be abandoned that is beyond any other residents. Today is just a discussion item. If the Councils want to move forward, then it has to be noticed. A legal description of what is being abandoned is needed which is typically paid for by the applicant. A turn around is required if it is more than 150' for fire access so it wouldn't be needed here.*

The City must follow the proper process as outline by state law to abandon a roadway. The codes are below:

Effective 7/1/2020

10-9a-208 Hearing and notice for petition to vacate a public street.

(1) For any petition to vacate some or all of a public street or municipal utility easement the legislative body shall:

- (a) hold a public hearing; and*
- (b) give notice of the date, place, and time of the hearing, as provided in Subsection (2).*

(2) At least 10 days before the public hearing under Subsection (1)(a), the legislative body shall ensure that the notice required under Subsection (1)(b) is:

- (a) mailed to the record owner of each parcel that is accessed by the public street or municipal utility easement;*
- (b) mailed to each affected entity;*
- (c) posted on or near the public street or municipal utility easement in a manner that is calculated to alert the public; and*
- (d)*
 - (i) published on the website of the municipality in which the land subject to the petition is located until the public hearing concludes; and*
 - (ii) published on the Utah Public Notice Website created in Section 63F-1-701.*

Amended by Chapter 4, 2020 Special Session 5

Effective 9/22/2017

72-5-105 Highways, streets, or roads once established continue until abandoned -- Temporary closure.

(1) Except as provided in Subsections (3) and (7), all public highways, streets, or roads once established shall continue to be highways, streets, or roads until formally abandoned or vacated by written order, resolution, or ordinance resolution of a highway authority having jurisdiction or by court decree, and the written order, resolution, ordinance, or court decree has been duly recorded in the office of the recorder of the county or counties where the highway, street, or road is located.

(2)

- (a) For purposes of assessment, upon the recordation of an order executed by the proper authority with the county recorder's office, title to the vacated or abandoned highway, street, or road shall vest to the adjoining record owners, with one-half of the width of the highway, street, or road assessed to each of the adjoining owners.*
- (b) Provided, however, that should a description of an owner of record extend into the vacated or abandoned highway, street, or road that portion of the vacated or abandoned highway,*

4/06/2023

street, or road shall vest in the record owner, with the remainder of the highway, street, or road vested as otherwise provided in this Subsection (2).

(c) Title to a highway, street, or road that a local highway authority closes to vehicular traffic under Subsection (3) or (7) remains vested in the city.

Effective 5/5/2021

10-9a-609.5. Petition to vacate a public street.

(1) In lieu of vacating some or all of a public street through a plat or amended plat in accordance with Sections 10-9a-603 through 10-9a-609, a legislative body may approve a petition to vacate a public street in accordance with this section.

(2) A petition to vacate some or all of a public street or municipal utility easement shall include:

(a) the name and address of each owner of record of land that is:

(i) adjacent to the public street or municipal utility easement between the two nearest public street intersections; or

(ii) accessed exclusively by or within 300 feet of the public street or municipal utility easement;

(b) proof of written notice to operators of utilities and culinary water or sanitary sewer facilities located within the bounds of the public street or municipal utility easement sought to be vacated; and

(c) the signature of each owner under Subsection (2)(a) who consents to the vacation.

(3) If a petition is submitted containing a request to vacate some or all of a public street or municipal utility easement, the legislative body shall hold a public hearing in accordance with Section 10-9a-208 and determine whether:

(a) good cause exists for the vacation; and

(b) the public interest or any person will be materially injured by the proposed vacation.

(4) The legislative body may adopt an ordinance granting a petition to vacate some or all of a public street or municipal utility easement if the legislative body finds that:

(a) good cause exists for the vacation; and

(b) neither the public interest nor any person will be materially injured by the vacation.

(5) If the legislative body adopts an ordinance vacating some or all of a public street or municipal utility easement, the legislative body shall ensure that one or both of the following is recorded in the office of the recorder of the county in which the land is located:

(a) a plat reflecting the vacation; or

(b)

(i) an ordinance described in Subsection (4); and

(ii) a legal description of the public street to be vacated.

(6) The action of the legislative body vacating some or all of a public street or municipal utility easement that has been dedicated to public use:

(a) operates to the extent to which it is vacated, upon the effective date of the recorded plat or ordinance, as a revocation of the acceptance of and the relinquishment of the municipality's fee in the vacated public street or municipal utility easement; and

(b) may not be construed to impair:

(i) any right-of-way or easement of any parcel or lot owner;

(ii) the rights of any public utility; or

(iii) the rights of a culinary water authority or sanitary sewer authority.

(7)

(a) *A municipality may submit a petition, in accordance with Subsection (2), and initiate and complete a process to vacate some or all of a public street.*

(b) *If a municipality submits a petition and initiates a process under Subsection (7)(a):*

(i) *the legislative body shall hold a public hearing;*

(ii) *the petition and process may not apply to or affect a public utility easement, except to the extent:*

(A) *the easement is not a protected utility easement as defined in Section 54-3-27;*

(B) *the easement is included within the public street; and*

(C) *the notice to vacate the public street also contains a notice to vacate the easement; and*

(iii) *a recorded ordinance to vacate a public street has the same legal effect as vacating a public street through a recorded plat or amended plat.*

(8) *A legislative body may not approve a petition to vacate a public street under this section unless the vacation identifies and preserves any easements owned by a culinary water authority and sanitary sewer authority for existing facilities located within the public street.*

2021 JUC Review

Staff has sent a letter to each member of the JUC as required, but has not heard back from anyone except Fire whose email is attached to this report. Staff plans on bringing this item to the JUC as a discussion item prior to the meeting.

2021 Review: The site has been reviewed by the JUC with the following comments:

1. Streets: Need more investigation
2. Power: Cannot see what they are trying to do
3. Water: Has water meter servicing the second house, cannot abandon that section containing it.
4. Fire: Needs access to the hillside, not in favor of the petition
5. Engineering: Landlocked parcels- could cause issues in the future.
6. Sewer: How to bring sewer if needed in the future to back parcels. Sewer stubbed to 300 N.



Staff Review

Staff has reviewed the application. Engineering has found that the survey is accurate and has reviewed its findings with the applicant and his agent. The road is not fully developed in the section they request to be abandoned, and there will likely not be a need to continue the roadway. However, the road stubs into parcel next to the hillside and may serve as the access point in the future. There are also some concerns because utilities are in a section of the roadway. The roadway is not part of the City’s Transporation Master Plan.

Recommendation: Staff recommends the City Council review this application and discuss both long-term and short-term needs of the roadway.









**AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH,
APPROVING THE LeBARON PETITION TO VACATE AND ABANDON A PUBLIC
RIGHT-OF-WAY LOCATED ON 300 NORTH EAST OF SR-9**

WHEREAS, Utah Code sections 10-9a-609.5 and 72-5-105 grant the City power to vacate and abandon public highways, streets, or roads that are maintained and operated by the City; and

WHEREAS, Russell LeBaron has petitioned the City and requested that the portion of 300 North Street as described in the attached survey and legal description be vacated and abandoned; and

WHEREAS, the City has held a public hearing and provided notice as required in Utah Code section 10-9a-208; and

WHEREAS, the Hurricane City Council has found that: (1) the roadway to be abandoned has limited traffic; (2) good cause exists for the abandonment; (3) the abandonment will not negatively affect adjacent property owners; and (4) neither the public interest nor any person will be materially injured by the vacation.

BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah that the portion of 300 North Street as described in the attached survey and legal description, located adjacent to parcels H-230, H-349-A-1-D, H-301-A-1-B and H-297-A-1, be vacated, abandoned, and incorporated into the adjacent properties as described in the survey.

PASSED AND APPROVED on this ____ day of ____ 2023.

Hurricane City

Nanette Billings, Mayor

Attest:

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 ____ day of ____ 2023. 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	_____	_____	_____

Recorder



STAFF COMMENTS

Consideration and possible approval of a **Grading Permit for Bench Lake Townhomes directly adjacent to 1100 West**. - Scott Stratton

Discussion:

Scott Stratton is seeking a grading permit for Bench Lake Townhomes and 1100 West that runs along the project.

Findings:

Recommendation:

Attachments:

1. Grading Plan
2. Agenda Form

Know what's below.
Call 811 before you dig.

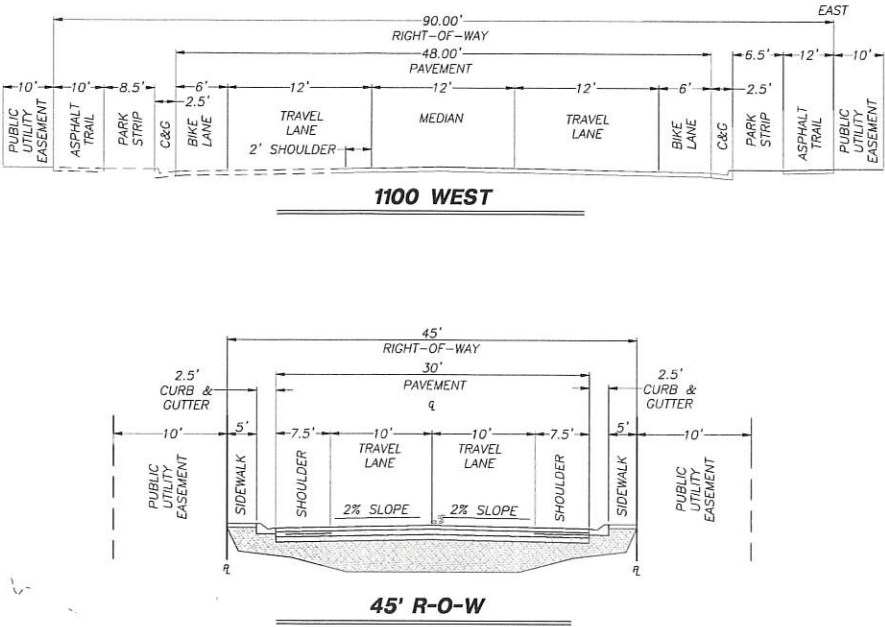
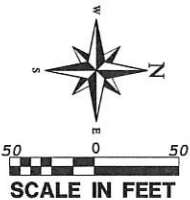

BLUE STAPLES OF UTAH
UTAH DEPARTMENT OF HERITAGE

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.

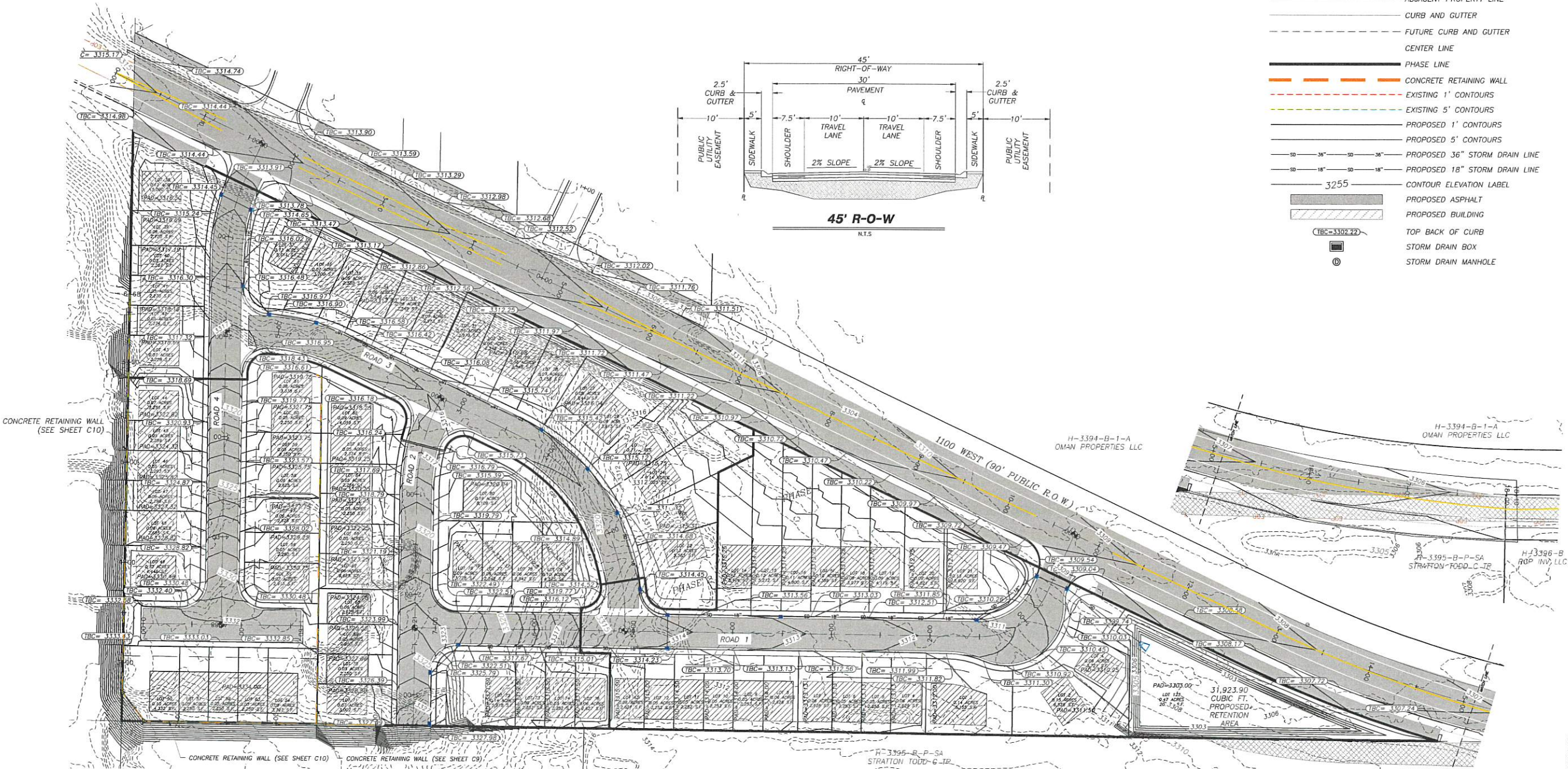
GRADING PLAN FOR:
BENCH LAKE TOWNHOMES PHASE 1-3
LOCATED IN SECTION 21, T42S, R13W, S1.B.&M.
WASHINGTON COUNTY, UTAH

Cut/Fill Summary

Name	Cut Factor	Fill Factor	2d Area	Cut	Fill	Net
SG VS FG	1.000	1.000	531080 Sq. Ft.	83672.01 Cu. Yd.	29002.88 Cu. Yd.	54669.13 Cu. Yd.<Cut>
Totals			531080 Sq. Ft.	83672.01 Cu. Yd.	29002.88 Cu. Yd.	54669.13 Cu. Yd.<Cut>



- LEGEND**
- PROPERTY LINE
 - ADJACENT PROPERTY LINE
 - CURB AND GUTTER
 - FUTURE CURB AND GUTTER
 - CENTER LINE
 - PHASE LINE
 - CONCRETE RETAINING WALL
 - EXISTING 1' CONTOURS
 - EXISTING 5' CONTOURS
 - PROPOSED 1' CONTOURS
 - PROPOSED 5' CONTOURS
 - PROPOSED 36" STORM DRAIN LINE
 - PROPOSED 18" STORM DRAIN LINE
 - CONTOUR ELEVATION LABEL
 - PROPOSED ASPHALT
 - PROPOSED BUILDING
 - TOP BACK OF CURB
 - STORM DRAIN BOX
 - STORM DRAIN MANHOLE



REVISIONS

NO.	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.

Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Provo, UT 84601
Phone: (435) 468-4851

PROVALUE ENGINEERING

PROVALUE ENGINEERING

GRADING PLAN FOR:
BENCH LAKE TOWNHOMES PHASE 1-3
HURRICANE, UTAH 84751
LOCATED IN SECTION 21, T42S, R13W, S1.B.&M.

DATE: 10/21/2022

SCALE: 1"=50'

JOB NO:
339-C10

SHEET NO:
C7

AGENDA FORM

Date of City Council meeting: 4-6-23

Name of Person Making Presentation: Scott Stratton

Address: 365 W Center
Lattergan, UT- 84745

Contact Information:

Phone #: 435-467-4966 Email: ScottStratton4966@gmail.com

Approximate length of discussion: 10 mins (~~15 mins~~)

Description of item to be discussed: Grading on Bench Lake Town
Homes. / Road on 1100 W

If this is a complaint issue:

Have you tried to resolve the issue with staff? ☐ Yes ☐ No

If yes, with whom? _____

If you have a power point presentation, we encourage you to keep it under 10 minutes. All other items discussed will be done as quickly and as efficiently as possible.



STAFF COMMENTS

Ordinance 2023-ZC-07: Consideration and possible approval of a **Zone Change Amendment request located at approximately 3071 S 1100 W, from RA-0.5/PDO, residential agriculture one unit per half acre with a planned development overlay, to M-1, light industrial. Parcel numbers H-3396-D and the southern portion of H-3396-E.** Diamond Edge Construction LLC Applicant. ProValue Engineering-Karl Rasmussen Agent.

Discussion:

Findings:

The applicant has proposed a zone change for 14.67 acres of the previously approved Horseman's Edge development along 1100 W and south of 3000 S. This property has previously been approved for a PDO development consisting of mostly half-acre to quarter-acre lots, open space access to the Hurricane Cliffs, and 15 short-term rental units catering to the equestrian community. This new zone change would change about 60% of the development to M-1, light industrial; the applicant has told staff they would like to increase the buffer area to the Hurricane Ready-Mix gravel pit.

Recommended approval and that Horseman Edge RA-0.5 PDO revert to back RA-.5 Zoning.

Recommendation:

Attachments:

1. Ordinance 2023-ZC-07 1100 W M-1 Zone Change
2. 2023-ZC-07 App
3. 2023-ZC-07 Stratton
4. 2023-ZC-07 Map
5. Copy of 2022-PP-15 Horseman Edge Plan
6. Copy of Copy of 2021-ZC-43 Horsemans Edge

ORDINANCE NO 2023-ZC-07

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE
FOR PARCEL H-3396-D AND THE SOUTHERN PORTION OF H-3396-E FROM RA-0.5
PDO TO M-1 LIGHT INDUSTRIAL

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 proposal will not have a negative impact on the surrounding area; AND

WHEREAS, the proposal will provide additional buffering between heavy industrial use
and future residential lots.

**BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY
THAT:**

1. That parcel H-3396-d and the southern portion of H-3396-e from RA-0.5 PDO to M-1
Light Industrial
2. That the remainder of the parcel shall revert back to RA-0.5 and the PDO Zone be
dissolved since the zone change will negate the current PDO and the conditions approved
by the City Council.

PASSED AND APPROVED on this ____ day of _____ 2023.

Hurricane City

Nanette Billings, 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 2nd day of March 2023. 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
ZONING MAP



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. 2023-ZC-07
Receipt No. 8-166891

Name: Diamond Edge Construction LLC Telephone: 435-467-4966

Address: 301 S Main, Blanding, UT 84511 Fax No. _____

Email: scottstratton4966@gmail.com Agent Email: karl@pv-eng.com; treasa@pv-eng.com

Agent (If Applicable): ProValue Eng.- Karl Rasmussen Telephone: 435-668-8307

Address/Location of Subject Property: 3071 S 1100 W

Tax ID of Subject Property: H-3396-D, H-3396-E Existing Zone District: RA-0.5

Proposed Zoning District and reason for the request (Describe, use extra sheet if necessary) Looking to change
zoning to Light Industrial (M-1). It creates a better buffer between the gravel pit and residential units.

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

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

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

(Office Use Only)

Date Received: _____ Application Complete: YES _____ NO _____

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

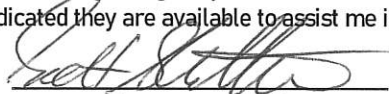
AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

:ss

COUNTY OF)

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


(Property Owner)

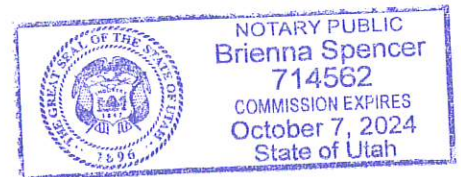
(Property Owner)

Subscribed and sworn to me this 7 day of March 2023


(Notary Public)

Residing in: Washington Co.

My Commission Expires: 10/07/2024



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: _____

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.

DIAMOND EDGE CONSTRUCTIONS LLC
H-3396-E
256 N 200 W
BLANDING, UT 84511

JOHN BRAMALL LLC ✓
H-3394-B-1
1375 W 3150 S
HURRICANE, UT 84737

CATTOOR TROY ✓
H-3343-A-1-A
PO BOX 289
NEPHI, UT 84648-0289

~~**HURRICANE CITY, ET AL**
H-3396
147 N 870 W
HURRICANE, UT 84737-1671~~

STRATTON TODD C TR ✓
H-3395-B-P-SA
3125 S 1100 W
HURRICANE, UT 84737-2528

RCP INV LLC ✓
H-3396-B
14711 S MAPLE PARK CT
DRAPER, UT 84020

DIAMOND EDGE CONSTRUCTION LLC
H-3396-D
301 S MAIN
BLANDING, UT 84511

FLANDERS MATT ✓
H-3396-A
26941 AUSTIN RD
HOWARD, OH 43028

~~**HURRICANE CITY, ET AL**
H-3395
147 N 870 W
HURRICANE, UT 84737-1671~~

OMAN PROPERTIES LLC ✓
H-3394-B-1-A
14340 S 3600 W
BLUFFDALE, UT 84065

DIAMOND EDGE CONSTRUCTION LLC
H-3396-C
301 S MAIN
BLANDING, UT 84511



STAFF COMMENTS

Agenda Date:	04/06/2023
Application Number:	2023-ZC-07
Type of Application:	Zone Change
Action Type:	Legislative
Applicant:	Diamond Edge Construction LLC
Agent:	ProValue Engineering-Karl Rasmussen
Request:	A zone change from RA-0.5 with a PDO to M-1
Location:	3071 S 1100 W
Zoning:	RA-0.5 PDO
General Plan Map:	Rural Residential

Planning Commission Recommendation

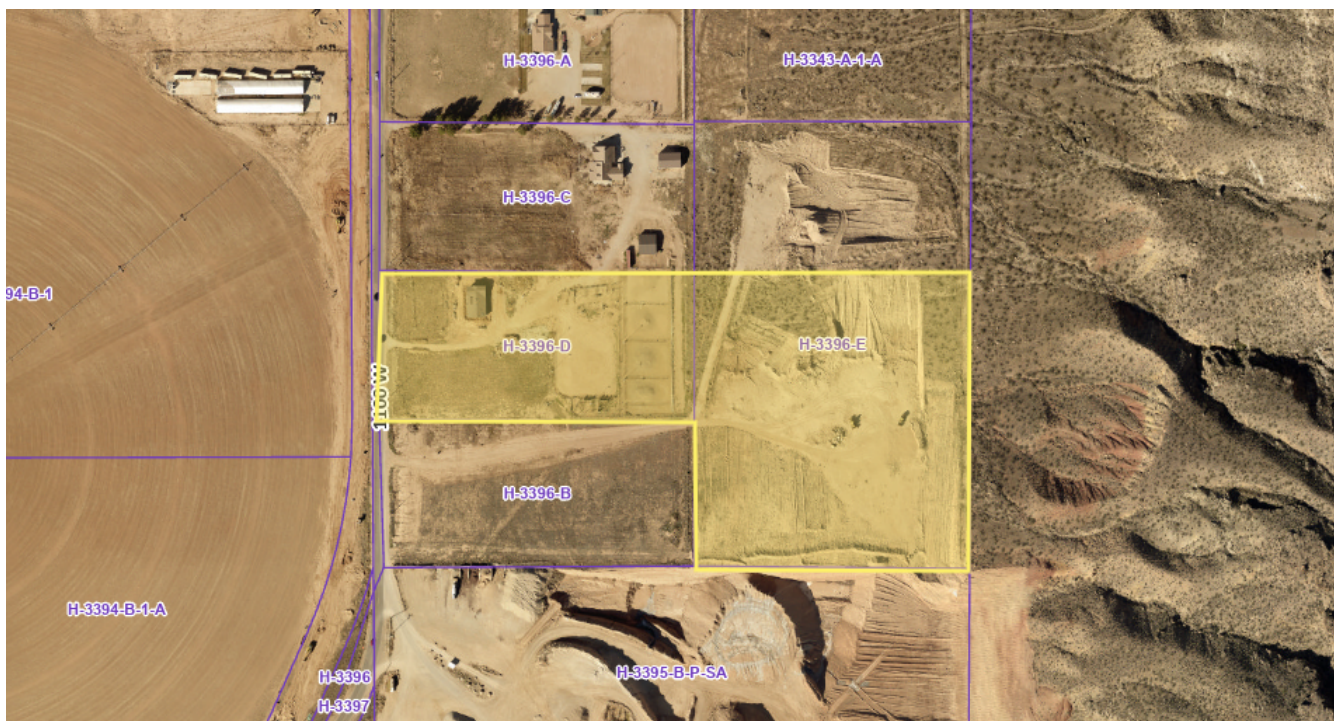
Recommended approval and that Horseman Edge RA-0.5 PDO revert to back RA-.5 Zoning.

Discussion:

The applicant has proposed a zone change for 14.67 acres of the previously approved Horseman's Edge development along 1100 W and south of 3000 S. This property has previously been approved for a PDO development consisting of mostly half-acre to quarter-acre lots, open space access to the Hurricane Cliffs, and 15 short-term rental units catering to the equestrian community. This new zone change would change about 60% of the development to M-1, light industrial; the applicant has told staff they would like to increase the buffer area to the Hurricane Ready-Mix gravel pit.

	Zoning	Adjacent Land Use
North	RA-0.5 PDO	Undeveloped Property (approved Horseman's Edge development)

East	Unincorporated	Cliffs and Natural Open Space
South	RA-1, M-1	Gravel Pit and an industrial Lot
West	RA-1, R1-10	Farm Land, Future Subdivisions



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

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

Response: The [General Plan Map](#) shows this area as Rural Residential:

RURAL RESIDENTIAL These areas should serve as a transition from agricultural to traditional neighborhoods or commercial uses. Appropriate residential densities for this land use include from one unit per 40 acres to RA-.5 and RA-1 (p. 84)

The proposed zoning does not comply with the General Plan for the area. While staff and the Planning Commission have discussed new areas for future industrial use, this area has not been considered for that change. In the past the City has been fairly adamant about this area of town remaining agricultural.

One of the items to consider with this zone change is the gravel pit and industrial use in the area. The General Plan states the following:

Housing Goals...

1.10. Housing developments should not be placed in close proximity to heavy industrial land uses where possible. (p.42)



1100 W Gravel Pit Operation and Southern Border of this Zone Change Application

Having light industrial use as a buffer may be prudent in this case as has been done with the parcel to the southwest. This gravel pit will be in operation for many years to come and may be considered a nuisance to nearby residences.

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

Response: The zone change would be harmonious with the proposed and existing development to the south. The remaining surrounding property is largely agricultural and proposed for residential uses.

3. Will the proposed amendment affect the adjacent property?

Response: M-1 zoning allows for a variety of possible uses from storage units, as proposed on the parcel to the southwest, to light manufacturing. What effect this zone change has on the adjacent properties can depend heavily on what industrial uses are proposed on the property. It's important to note that if the zone change is approved, any light industrial use permitted under the M-1 zone could go on the property.

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

Response: No. There are currently inadequate utilities in this area for all the proposed developments in this part of town. The City has plans in place to bring sufficient capacity for power and water for the region but that will require significant investment in right-of-way acquisitions and large pieces of infrastructure. The City Council has denied several zone changes in this area for inadequate public facilities.

If the zone change is approved then this may lessen or increase the future power and water needs for the area, however that would entirely depend on what the future use is. Warehouses and storage units tend to use much less power and water than residential units, however some of the largest individual power users in the City are a couple of light manufacturing operations in our current industrial parks both of which would be permitted under the approved zoning.

Overall, any change to the current use in this area will continue to strain our current resource capacity in this region. Staff has serious concerns about any new approvals in this area in general.

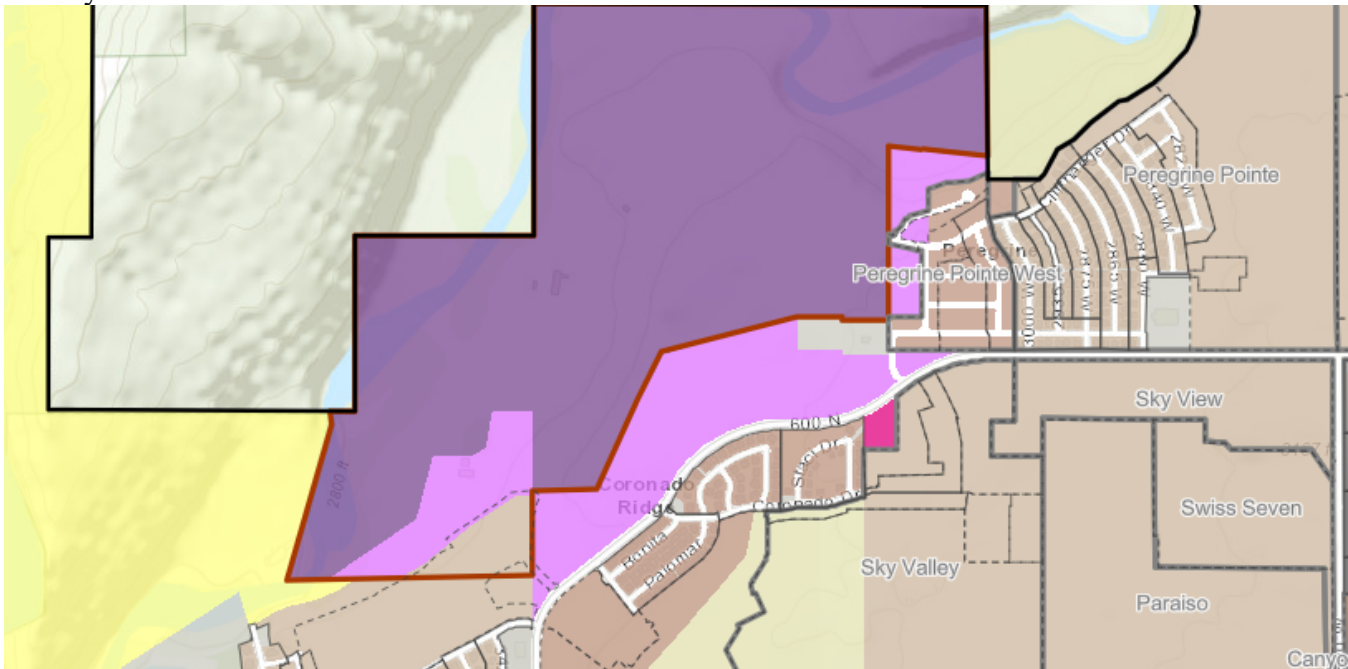
JUC Comments

1. **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. Developers must fill out a construction application and meet with the power department before proceeding to JUC. No concerns with the new concept.
2. **Sewer:** No comments
3. **Streets:** Improvements needed on 1100 W
4. **Water:** No comments
5. **Engineering:** Access on 1100 W needs to be addressed. Need to see the overall site plan.
6. **Fire:** Access issues in the area.
7. **Gas:** Nothing in the area
8. **WCWCD:** Washington County Water Conservancy District hereby acknowledges that based on the information provided, the zone change adequately mitigates interference with district facilities and property interests. The District reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Items to Consider

The following are key items to consider:

- Horseman's Edge is an approved development with preliminary plat approval and submitted construction drawings for phase 1 (not included in this zone change) this PDO zoning came after a lot of discussion with staff, Planning Commission, and City Council. The applicant has not submitted a new site plan for the remaining piece of the Horseman's Edge project that will need to be redesigned if this zone change goes through.
 - For example: the short-term rental units were approved in part because of the open space access near the gravel pit and the cliffs that could be used to access the new Equestrian Park. It is unknown to staff if that access is still planned to be there and if not then should the short-term rental units still be approved.
- Within the PDO code HCC 10-23-7 (G) states: "*Amendments. Amendments to approved plans and specifications shall be obtained by following the procedure required for preliminary plan approval.*" A new zone change application for Horseman's Edge may be required as well.
- Using an M-1 zoning as a buffer zone from extraction zones has some precedence within the City. Off 600 N there are several M-1 zoned properties intended to serve as buffers between residential properties in the area and Interstate Rock's extraction area; this was specifically brought up during the approvals of Peregrine Pointe West and Interstate Rock's extraction overlay.



- **Approval of this zone change will invalidate the preliminary plat for Horseman's Edge approved by the City Council on April 21, 2022 and a new one will need to be submitted.**

Findings:

Staff makes the following findings:

1. The proposed zone change is not compatible with the General Plan Map but may meet some of it's goals.

2. The proposed zone change is not generally in harmony with the overall residential and rural character of the properties to the north and west, but is more harmonious with the extraction pit to the south.
3. The proposed zone change will have an impact on the area, but that depends on how this area develops.
4. The services are not adequate for the development in this region, however this change may lessen the power and water needs regionally.
5. Staff has serious concerns about how this change will affect the approvals for the Horseman's Edge development.

Recommendation: Staff recommends the Planning Commission review this application and the zone change based on standards and considers residents' comments. Staff finds the proposal generally acceptable, however staff has serious concerns about what approval of this zone change will entail for the remainder of the Horseman's Edge development.

Staff recommends that the applicant provide additional material and zone change amendment for the Horsemen Edge PDO to be amended at the same time as this proposed zone change.

Approval of this zone change will invalidate the zoning and preliminary plat for Horseman's Edge approved by the City Council on April 21, 2022 and a new one will need to be submitted.

PROPOSED ZONE CHANGE MAP FOR:
SCOTT STRATTON

LOCATED IN SECTION 22, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

OWNERS:

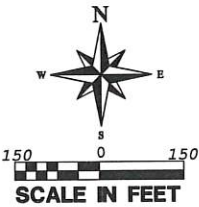
DIAMOND EDGE CONSTRUCTION LLC
301 S MAIN
BLANDING, UT-84511

AGENT:

SCOTT STRATTON:
(435) 467-4966
SCOTTSTRATTON4966@GMAIL.COM

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- SECTION CORNER AS DESCRIBED



LEGAL DESCRIPTIONS FOR PROPOSED ZONE CHANGE TO M-1: LIGHT INDUSTRIAL

PARCEL H-3396-D

BEGINNING AT A POINT SOUTH 0°07'20" EAST, ALONG THE SECTION LINE, 660.54 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°44'48" EAST 701.20 FEET; THENCE SOUTH 0°07'20" EAST 330.27 FEET; THENCE NORTH 89°44'48" WEST 701.20 FEET; THENCE NORTH 0°07'50" WEST 330.27 FEET TO THE POINT OF BEGINNING.

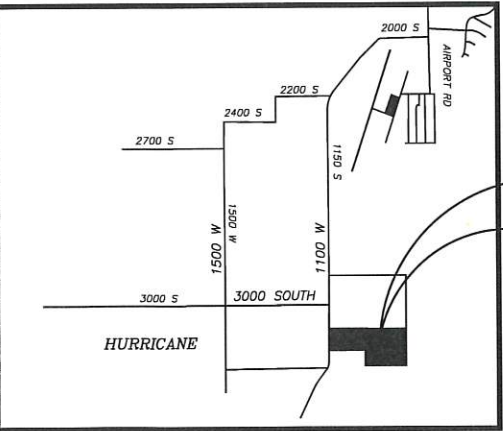
PARCEL H-3396-E (SOUTH 9.35 ACRES PROPOSED ZONE CHANGE TO M-1: LIGHT INDUSTRIAL)

BEGINNING AT A POINT SOUTH 0°23'15" EAST 330.27 FEET ALONG THE SECTION LINE AND NORTH 89°59'54" EAST 701.20 FEET FROM THE NORTH WEST CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°59'54" EAST 617.18 FEET TO THE 1/16TH LINE; THENCE SOUTH 0°13'14" EAST 992.37 FEET ALONG THE 1/16TH LINE TO THE 1/16TH CORNER; THENCE NORTH 89°54'34" WEST 614.30 FEET ALONG THE 1/16TH LINE; THENCE NORTH 0°23'15" WEST 991.40 FEET TO THE POINT OF BEGINNING.

ZONE LEGEND:

- PROPOSED ZONE CHANGE TO M-1 LIGHT INDUSTRIAL.
- RA-1: RESIDENTIAL AGRICULTURE - 1 UNIT PER ACRE
- R1-10: RESIDENTIAL - 1 UNIT PER 10,000 SQ.FT.
- M1: LIGHT INDUSTRIAL
- RM-2: MULTI FAMILY- 10 UNITS PER ACRE
- RA-0.5 RESIDENTIAL AGRICULTURAL- 2 UNITS PER ACRE

BUREAU OF
LAND
MANAGEMENT



VICINITY MAP
N.T.S

**PROJECT
LOCATION**

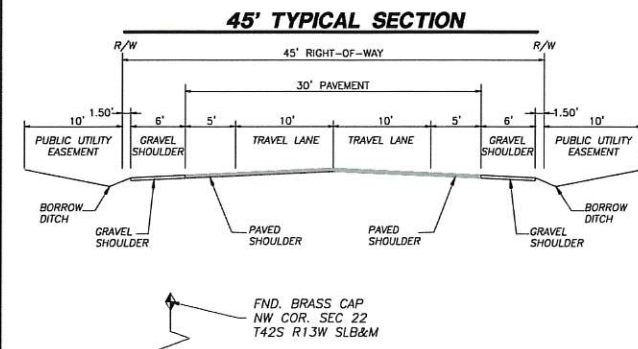
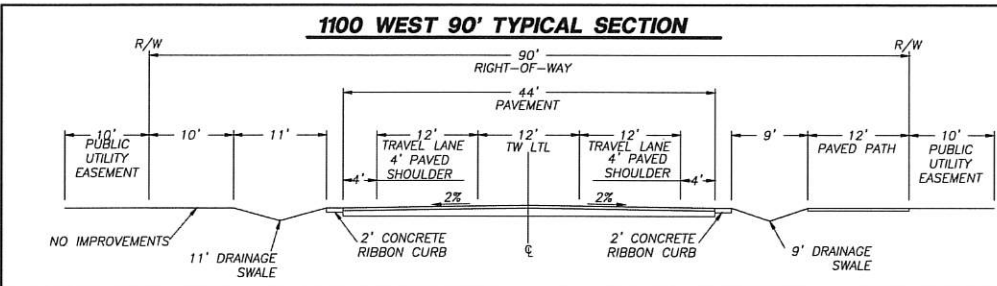
REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: (435) 668-8307



PROPOSED ZONE CHANGE MAP FOR:
SCOTT STRATTON
LOCATED IN SECTION 22, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 3-8-2023
SCALE: 1"=150'
JOB NO:
335-019
SHEET NO:
1 OF 1

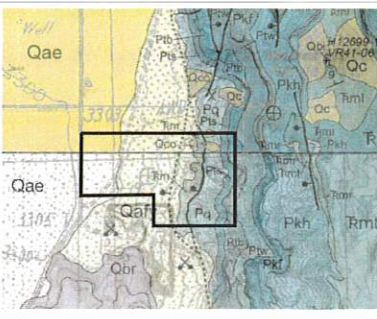


SITE DATA:

TOTAL ACRES	24.66 ACRES
OPEN SPACE	1.62 ACRES
PHASE 1	14 LOTS
PHASE 2	11 LOTS
PHASE 3	15 LOTS

**PRELIMINARY PLAT FOR:
HORSEMAN'S EDGE**
LOCATED IN SECTION 22, T42S, R13W, SLB&M
HURRICANE, WASHINGTON COUNTY, UTAH

GEOLOGICAL REPORT



Qae: MIXED ALLUVIAL AND EOLIAN DEPOSITS --- MODERATELY TO WELL-SORTED, CLAY- TO SAND-SIZED MATERIAL; LOCALLY INCLUDES ABUNDANT EOLIAN SAND AND MINOR GRAVEL; DEPOSITED IN LARGE, OPEN, NEARLY FLAT AREAS SUCH AS WASHINGTON FIELDS; 0 TO 30 FEET (0-9 M) THICK.

Qoc: COLLUVIAL DEPOSITS --- POORLY TO MODERATELY SORTED, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED ON MODERATE SLOPES; DEPOSITED BY SLOPEWASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS; OLDER COLLUVIAL DEPOSITS (QOC) FORM INCISED, LARGELY INACTIVE SURFACES; 0 TO 30 FEET (0-9 M) THICK.

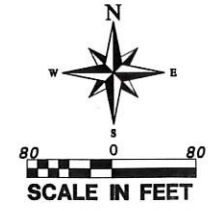
Pls: SELKAM MEMBER --- CONSISTS OF THREE PARTS: UPPER PART IS MEDIUM-GRAY, THIN-BEDDED, SANDY LIMESTONE; MIDDLE PART IS INTERBEDDED YELLOWISH-GRAY, CALCAREOUS, VERY FINE-GRAINED SANDSTONE AND GRAYISH-YELLOW, GYPSIFEROUS, CALCAREOUS SILTSTONE; AND BASAL PART IS PALE-YELLOWISH-BROWN, FINE-GRAINED SANDSTONE; 115 FEET (36 M) THICK.

Pq: QUANTOWEAP SANDSTONE --- PALE-YELLOW TO GRAYISH-PINK, CALCAREOUS, THICK-BEDDED, FINE-GRAINED SANDSTONE; ONLY THE UPPER 75 FEET (23 M) IS EXPOSED IN THE QUADRANGLE, BUT THE FORMATION IS ABOUT 1,300 FEET (400 M) THICK IN THE AREA.

Plw: WOODS RANCH MEMBER --- GRAYISH-PINK TO VERY PALE-ORANGE, VERY THICK-BEDDED GYPSUM WITH INTERBEDS OF LIGHT-BROWNISH-GRAY SILTSTONE, PALE-RED SHALE, AND YELLOWISH-GRAY TO LIGHT-GRAY, LAMINATED TO THIN-BEDDED DOLOMITE AND LIMESTONE; FORMS SLOPE, COMMONLY COVERED WITH TALUS; BEDS DISTORTED FROM DISSOLUTION OF GYPSUM; 320 FEET (98 M) THICK.

LEGEND

---	PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	CENTER LINE
---	PHASING LINE
---	PROPOSED TRAIL
---	EXISTING SEWER MAIN
---	EXISTING WATER MAIN
---	EXISTING EDGE OF PAVEMENT
---	MAJOR CONTOUR 10'
---	MINOR CONTOUR 2'
---	EXISTING SEWER MANHOLE



GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	SPECIAL STUDY AREA
FLOODING	ZONE X-AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	NONE
LIQUEFACTION	H2 - HIGH2 - WELL-SORTED SANDS, SILTY SANDS, AND GRAVELS, NO GROUND WATER INFORMATION L2 - LOW2 - MODERATELY TO POORLY SORTED SANDS AND GRAVELS, NO GROUND-WATER INFORMATION
ROCKFALL HAZARD	H - HIGH ROCK FALL-HAZARD AREA
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	NONE
COLLAPSIBLE SOIL	NCS-HIGH COLLAPSIBLE SOILS CSC-FAN ALLUVIUM, PLEISTOCENE
EXPANSIVE SOIL	ESL/ESM-SOILS WITH LOW TO MODERATE SUSCEPTIBILITY TO EXPANSION
GYPSIFEROUS SOIL & ROCK	GSB - GYPSUM BEARING SOILS, CONCEALED
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
SHALLOW GROUND WATER	SGW3-MODERATELY TO FREELY DRAINING SOILS WITH SEASONAL OR TRANSIENT SHALLOW GROUND WATER
WIND BLOWN SAND	WBSL-LOW: MIXED-UNIT GEOLOGIC DEPOSITS WITH WIND-BLOWN COMPONENT

OWNER / DEVELOPER

SCOTT STRATTON
DIAMONDS EDGE CONSTRUCTIONS LLC
256 N 200 W
BLANDING, UT 84511

HORSEMAN'S EDGE LEGAL DESCRIPTION

COMMENCING AT THE NORTHWEST CORNER SECTION 22, TOWNSHIP 42S, R13W, SALT LAKE BASE AND MERIDIAN; THENCE S00°42'49"W 330.27 FEET; TO THE POINT OF BEGINNING; THENCE S88°54'39"E 1318.38 FEET; THENCE S00°52'49"W 992.48 FEET; THENCE N88°48'31"W 614.30 FEET; THENCE N00°42'49"E 330.86 FEET; THENCE N88°54'39"W 701.20 FEET; THENCE N00°42'49"E 660.54 FEET; THENCE N00°42'49"E 330.27 FEET; TO THE POINT OF BEGINNING.

CONTAINING 24.66 ACRES

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 & 10 MAP)

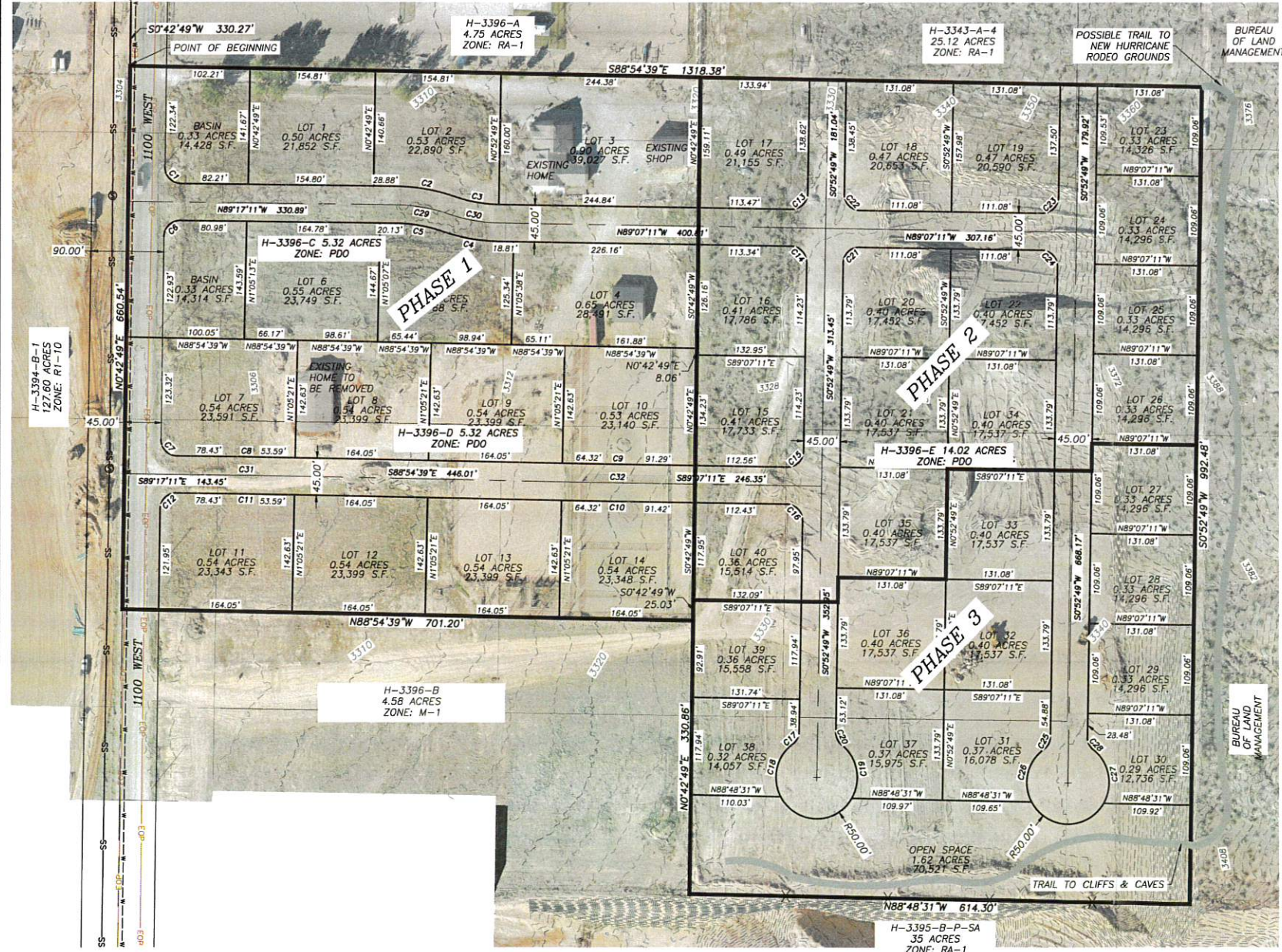
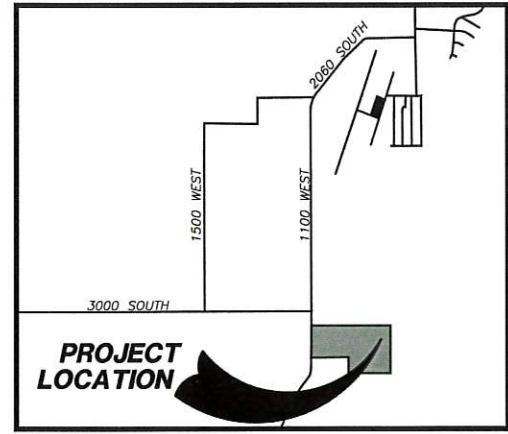
NARRATIVE

THE PREVIOUSLY SUBMITTED ZONE CHANGE CREATED A PLANNED DEVELOPMENT OVERLAY (PDO) OVER PARCELS H-3396-C, H-3396-D & H-3396-E.

THIS SUBDIVISION IS PROPOSED TO HAVE 40 LOTS, RANGING FROM 0.29 ACRES TO 0.90 ACRES.

15 LOTS IN PHASE 3 WILL BE SHORT TERM RENTALS.

STORM WATER WILL FLOW TO THE NORTHWEST PROPERTY CORNER AND COLLECT INTO 2 RETENTION BASINS.



PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
205 South Main Street, Suite 200
Hurricane, UT 84503
Phone: (435) 668-6367

REVISIONS

NO	DESCRIPTION	DATE	BY

**PRELIMINARY PLAT FOR:
HORSEMAN'S EDGE**
HURRICANE, UTAH 84513
LOCATED IN SECTION 22, T42S, R13W, SLB&M.

DATE: 3/29/2022
SCALE: 1"=80'

JOB NO:
339-019

SHEET NO:
1

The following is an estimate of the density bonus applied for in this PDO plan for Horseman's Edge:

2. A density bonus may be authorized based upon provision of one or more of the following amenities. The maximum density bonus granted for any one class of amenities shall not exceed the percentage indicated.

a. Enhanced overall design theme (up to 5 percent): 5 PERCENT ESTIMATE FOR THE FOLLOWING ITEMS PROVIDED ON THE THEME MAP:

(1) Landscaping is designed and installed along all streets of the development according to a theme which provides overall design unity;

(2) Theme lighting is used throughout the development for street lighting, walkway lighting, parking areas, entrances, and building exteriors;

(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

(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.

b. Improved building design (up to 5 percent): 5 PERCENT ESTIMATE FOR THE FOLLOWING ITEMS PROVIDED ON THE THEME MAP:

(1) Seventy five percent (75%) of the front exterior of each dwelling, exclusive of windows or doors, consists of brick or stone;

(2) Required parking for each unit is provided within a garage.

c. Improved energy efficiency (up to 5 percent): 2 PERCENT ESTIMATE FOR THE FOLLOWING ITEMS PROVIDED ON THE THEME MAP:

(1) Dwellings and main buildings have insulation greater than R-19 in walls and R-38 in ceilings; and

(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.

d. Parking upgrades (up to 5 percent):

(1) Parking lots are screened from public view by means of increased berming or landscaping around the parking lot perimeter;

(2) Parking lots have landscaped islands beyond the minimum required by this title;

(3) Additional and/or larger trees that will shade fifty percent (50%) of the parking area upon tree maturation; and

(4) Provision of screened recreational vehicle parking areas.

e. Provision of usable open space (up to 5 percent): 5 PERCENT ESTIMATE FOR THE FOLLOWING ITEMS PROVIDED ON THE PDO SITE PLAN:

(1) Open space is integrated into the entire development and is connected to developed areas by a system of trails and walkways; and

(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.

f. Provision of recreational facilities (up to 5 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;

(2) Development of one or more common buildings used for meetings, indoor recreation, daycare, or other common uses; and

(3) Dedication and improvement of land for a publicly accessible park or trail system, subject to acceptance by the city.

g. Increased landscaping (up to 5 percent): 3 PERCENT ESTIMATE FOR THE FOLLOWING ITEMS PROVIDED ON THE THEME MAP:

(1) Planting more than the minimum number of trees, shrubs, and other landscaping required by this title; and

(2) Use of landscaping to soften the appearance of wood or masonry fences and walls.

h. Utilization of recommended design and compatibility guidelines set forth in chapter 33 of this title (up to 5 percent). 5 PERCENT ESTIMATE FOR THE CHAPTER 33 ITEMS PROVIDED.

THEME MAP FOR:
HORSEMAN'S EDGE

LOCATED IN SEC. 22, T42S, R13W, SLB&M.
WASHINGTON COUNTY, HURRICANE, UTAH

THEME:

HORSEMAN'S EDGE PROPOSES TO HAVE A ANIMAL FRIENDLY SUBDIVISION OF COUNTRY STYLE HOUSING WITH FULL LANDSCAPING FEATURES, EXTERIOR APPEAL, AND A FULL COUNTRY FEELING INCORPORATING ENERGY EFFICIENT HOUSES. IT IS PROPOSED TO BUILD HOUSES THAT RANGE FROM 1500 SQUARE FEET TO 5000 SQUARE FEET WITH PARKING FOR TWO CARS INSIDE AN ATTACHED GARAGE. LANDSCAPING WILL SOFTEN THE LOOK OF BLOCK WALLS AND CREATE A COUNTRY NEIGHBORHOOD.

THIS DEVELOPMENT IS AGAINST THE HURRICANE CLIFFS AND TO MAINTAIN A DARK SKY FEELING AT NIGHT WITHOUT LIGHTING UP THE HILLSIDE, DARK SKY LIGHTS WILL BE INSTALLED ON HOMES AND IN THE STREETS.

TREE LIST

Morning Glorify 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



METAL RAIL FENCE



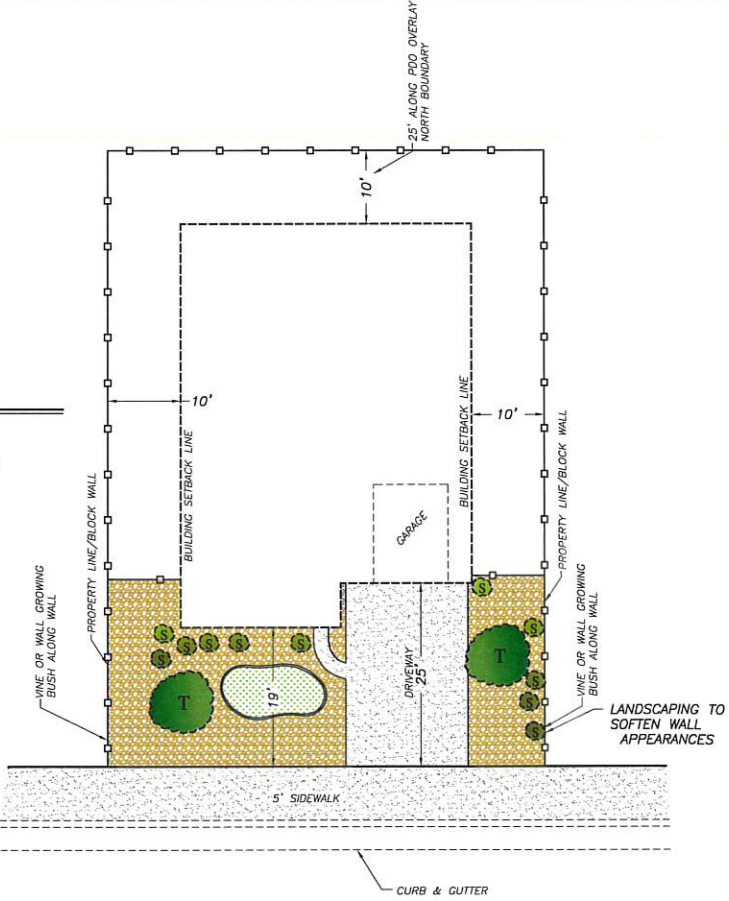
BLOCK WALL OPTION BETWEEN LOTS



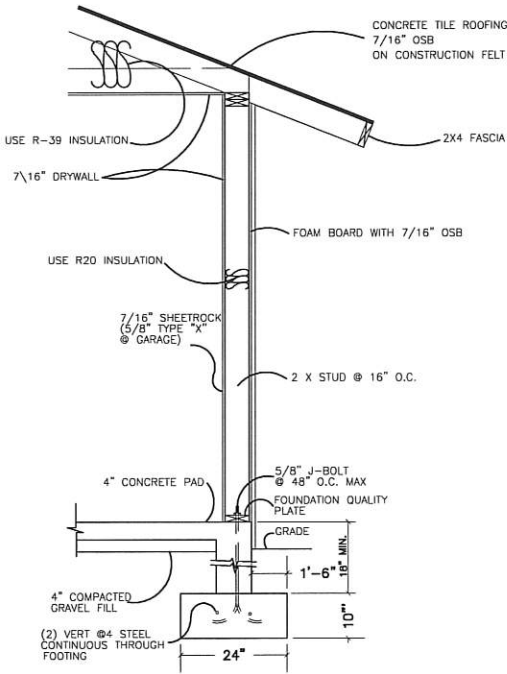
2 CAR GARAGE OR BIGGER



COUNTRY STYLE HOUSE - BRICK OR STONE



TYPICAL LOT LANDSCAPE



(TYP) BUILDING CROSS SECTION

75% PERCENT OF HOMES WILL HAVE
STONE OR BRICK ON THE EXTERIORS.

REVISIONS		DATE	BY
NO	DESCRIPTION		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84751
Phone: (435) 959-2338 Fax: (435) 959-2339
Mobile: (435) 959-2338 Email: info@provalue.com



THEME MAP FOR:
HORSEMAN'S EDGE
LOCATED IN HURRICANE, UTAH

DATE: 12/3/2021
SCALE: 1"=50'
JOB NO.
335-019
SHEET NO.
2 OF 2

335-019

PDO SITE PLAN FOR:
HORSEMAN'S EDGE

LOCATED IN SECTION 22, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

NARRATIVE

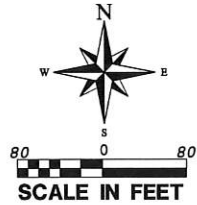
THE ZONE CHANGE IS INTENDED TO PLACE A PLANNED DEVELOPMENT OVERLAY (PDO) OVER PARCELS H-3396-C, H-3396-D & H-3396-E CURRENTLY ZONED RA-1. PROPOSED IS A 47 LOT SUBDIVISION WITH LOTS RANGING FROM 0.26 ACRES TO 1.07 ACRES.

SITE DATA:

TOTAL ACRES	24.66 ACRES
OPEN SPACE	1.62 ACRES
DETENTION AREA	0.25 ACRES
TOTAL LOTS	47 LOTS
UNITS/ACRE	1.91
PHASE 1	14 LOTS
PHASE 2	18 LOTS
PHASE 3	15 LOTS

LEGEND

	PROPERTY LINE
	ADJACENT PROPERTY LINE
	CENTER LINE
	PHASING LINE
	PROPOSED TRAIL
	PROPOSED 8" SEWER MAIN
	PROPOSED 8" WATER MAIN
	PROPOSED SEWER MANHOLE
	PROPOSED WATER METER
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT



H-3396-C DESCRIPTION

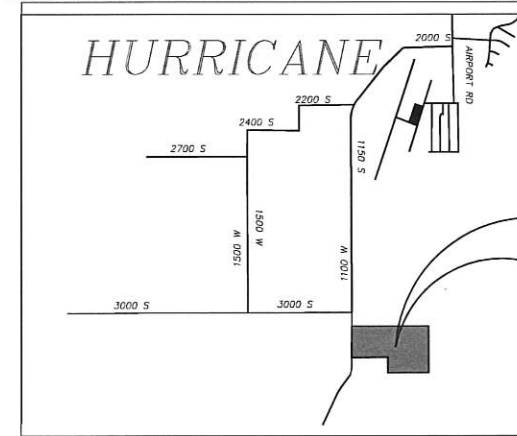
S: 22 T: 42S R: 13W BEG 50°07'20"E ALG SEC/L 330.27 FT FM NWCOR SEC 22 T42S R13W; TH S89°44'48"E 701.20 FT; TH S0°07'20"E 330.27 FT; TH N89°44'48"W 701.20 FT; TH N0°07'50"W 330.27 FT TO POB

H-3396-D DESCRIPTION

S: 22 T: 42S R: 13W BEG 50°07'20"E ALG SEC/L 660.54 FT FM NWCOR SEC 22 T42S R13W; TH S89°44'48"E 701.20 FT; TH S0°07'20"E 330.27 FT; TH N89°44'48"W 701.20 FT; TH N0°07'50"W 330.27 FT TO POB

H-3396-E DESCRIPTION

S: 22 T: 42S R: 13W BEGINNING AT A POINT SOUTH 0°23'15" EAST 330.27 FEET ALONG THE SECTION LINE AND NORTH 89° 59' 54" EAST 701.20 FEET FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89° 59' 54" EAST 617.18 FEET TO THE 1/16TH LINE; THENCE SOUTH 0° 13' 14" EAST, 992.37 FEET ALONG THE 1/16TH LINE TO THE 1/16TH CORNER; THENCE NORTH 89° 54' 34" WEST, 614.30 FEET ALONG THE 1/16TH LINE; THENCE NORTH 0° 23' 15" WEST 991.40 FEET TO THE POINT OF BEGINNING.



VICINITY MAP

N.T.S.

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	39.11'	25.00'	35.24'	S44°56'25"E	89°37'28"
C2	70.58'	122.50'	69.60'	N73°14'50"W	33°00'37"
C3	44.65'	77.50'	44.04'	N73°14'50"W	33°00'37"
C4	31.49'	20.00'	28.34'	S45°08'35"W	90°12'32"
C5	31.34'	20.00'	28.23'	N44°51'25"W	89°47'28"
C6	31.49'	20.00'	28.34'	S45°08'35"W	90°12'32"
C7	31.34'	20.00'	28.23'	S44°51'25"E	89°47'28"
C8	31.49'	20.00'	28.34'	S45°08'35"W	90°12'32"
C9	31.34'	20.00'	28.23'	S44°51'25"E	89°47'28"
C10	43.11'	122.50'	42.88'	S79°40'19"E	20°09'40"
C11	27.47'	122.50'	27.41'	S63°10'00"E	12°50'57"
C12	44.65'	77.50'	44.04'	S73°14'50"E	33°00'37"
C13	36.97'	25.00'	33.69'	S47°53'05"W	84°43'33"
C14	57.61'	100.00'	56.82'	N73°14'50"W	33°00'37"
C15	57.61'	100.00'	56.82'	S73°14'50"E	33°00'37"
C16	18.37'	20.00'	17.73'	S26°16'11"E	52°37'00"
C17	72.12'	50.00'	66.03'	S11°15'25"E	82°38'32"
C18	71.58'	50.00'	65.62'	S11°38'44"W	82°01'12"
C19	18.37'	20.00'	17.73'	S26°20'50"W	52°37'00"
C20	18.37'	20.00'	17.73'	S26°16'11"E	52°37'00"
C21	71.49'	50.00'	65.55'	S11°37'02"E	81°55'17"
C22	70.95'	50.00'	65.14'	S12°00'21"W	81°17'57"
C23	18.37'	20.00'	17.73'	S26°20'50"W	52°37'00"
C24	31.34'	20.00'	28.23'	S44°51'25"E	89°47'28"
C25	36.97'	25.00'	33.69'	S47°53'05"W	84°43'33"
C26	39.08'	25.00'	35.22'	S44°58'11"E	89°33'55"
C27	31.49'	20.00'	28.34'	S45°08'35"W	90°12'32"

PDO SITE PLAN FOR:

HORSEMAN'S EDGE

HURRICANE, UTAH 84131
LOCATED IN SECTION 22, T42S, R13W, S.L.B.&M.

DATE: 12/14/2021

SCALE: 1"=80'

JOB NO.
335-019

SHEET NO:

1

REVISED BY DATE DESCRIPTION

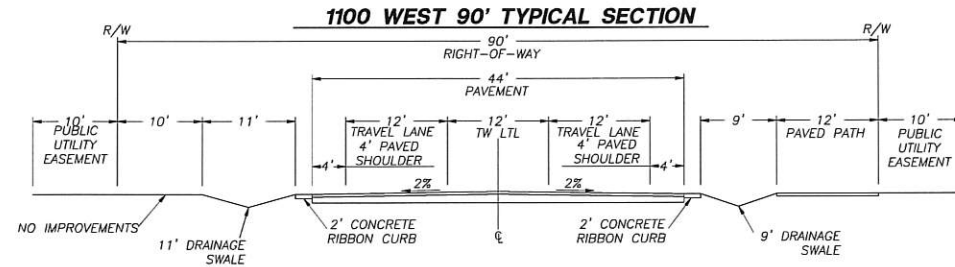
NO	BY	DATE	DESCRIPTION

PROVALUE ENGINEERING, INC.
Engineers, Land Surveyors, and Planners
200 South Main Street, Suite 100
Hurricane, UT 84131
Phone: (435) 669-8307

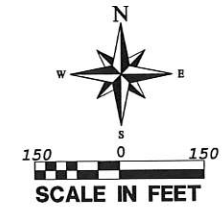


335-019

LOCATED IN SECTION 22, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

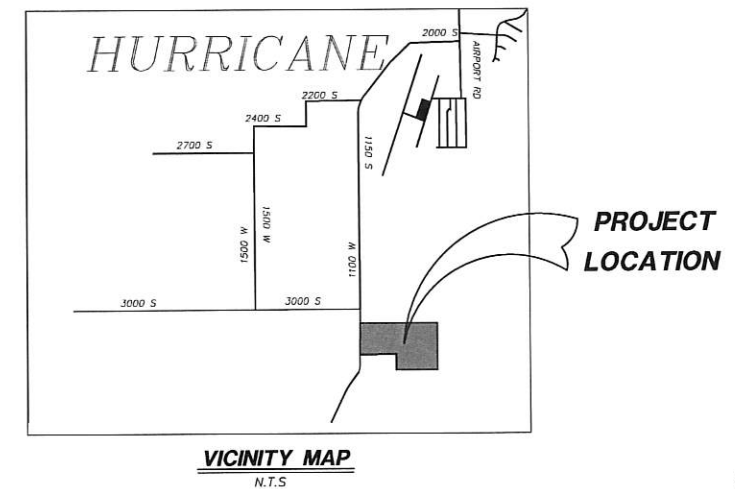
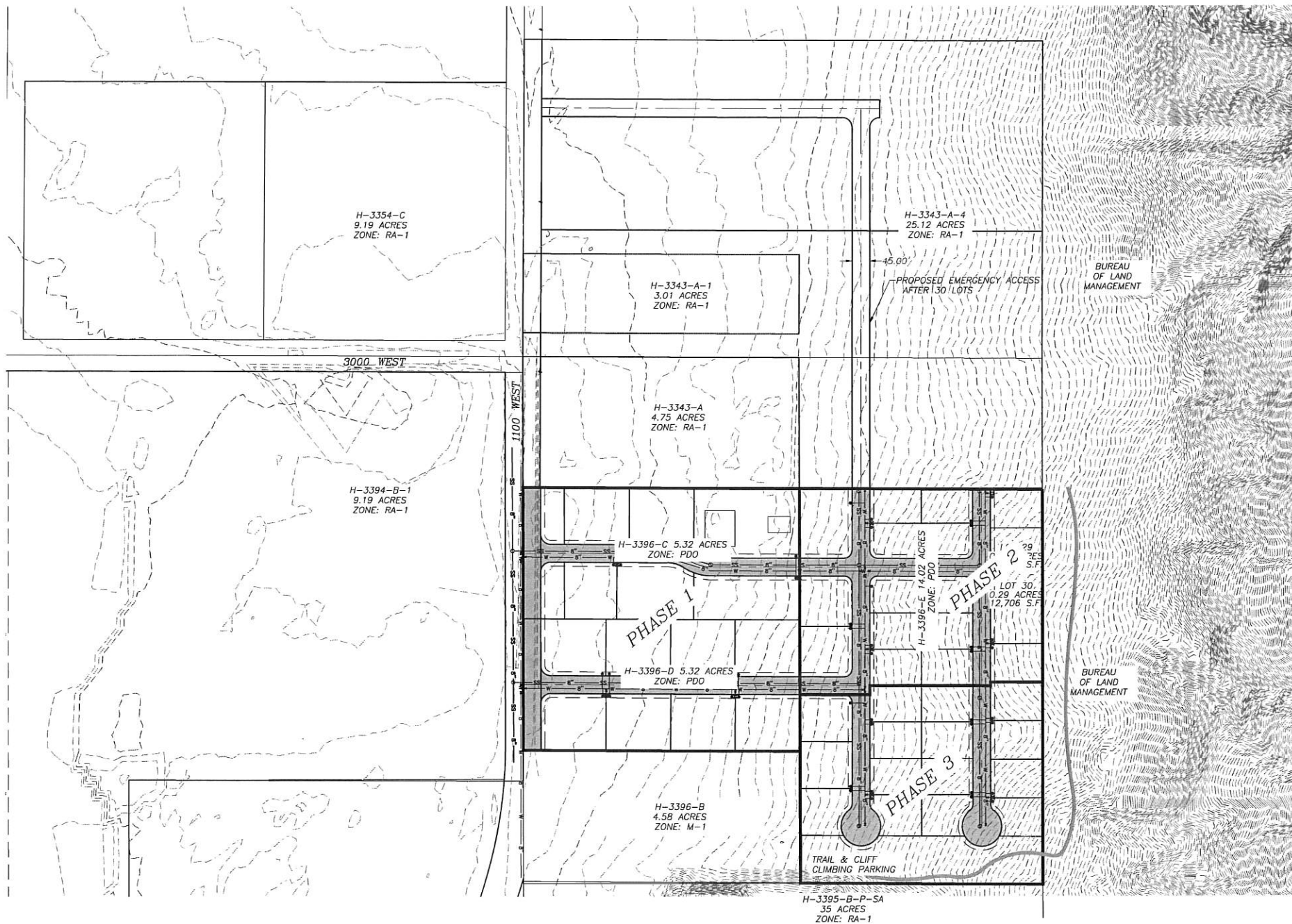


 PROPERTY LINE
 ADJACENT PROPERTY LINE
 CENTER LINE
 PHASING LINE
 PROPOSED TRAIL



WE, THE UNDERSIGNED, GRANT AN EMERGENCY ACCESS THROUGH PARCEL H-3343-A-4 AND WILL GRANT AN EASEMENT AFTER THE DEVELOPMENT 30 LOTS.

SANDY CATTOOR

[illegible]

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 West, Suite 1
Hurricane City, Utah 84137
Phone (435) 668-8307



EMERGENCY ACCESS PLAN FOR:
HORSEMAN'S EDGE
HURRICANE, UTAH 84737
LOCATED IN SECTION 22, T42S, R13W, S11B, 41M.

DATE: 12/14/2021
SCALE: 1"=150'

JOB NO.
335-019

SHEET NO:
1



STAFF COMMENTS

Consideration and possible approval of **a preliminary plat for SkyRim, a mixed use development consisting of 15 single family lots, 129 townhomes, 372 apartments, and six commercial buildings, located at 3000 W State St.** Brad Brown Applicant.

Discussion:

The applicant has filed a preliminary plat for SkyRim, a mixed use community located east of Walmart. A zone change for this property to Planned Commercial was approved by the City Council late last year with a development agreement in place. The applicant is proposing 15 single family homes, 129 townhomes, 372 apartments, and six commercial buildings. Per the development agreement with the City 10% of the units will have to be affordable for someone making 80% area median income. The City has a well in the middle of the property that they are proposing be made into a public park. There are some off-site utilities that need to be provided and the applicant has told staff they are currently preparing off-site utility construction plans.

The Planning Commission gave a positive recommendation on the preliminary plat and approved the preliminary site plan subject to staff and JUC comments.

Findings:

Recommendation:

Attachments:

1. Preliminary Plat Application_Skyrim Steward Land Company March 2023
2. 2023-PP-09 2023-PSP-07 Sky Rim
3. Hurricane SkyRim Pre Plat Planning Commission notes March 23
4. Sensitive Lands Update Findings
5. Preliminary Site Plan Application_Skyrim March 2023
6. Hurricane - Development Agreement - Fully signed
7. 2023.02.28_7152-26_Sky Rim Preliminary Plat
8. 2023.02.28_7152-26_Sky Rim Preliminary Site Plan
9. Hurricane Water Dept_20230309_111058 signed
10. Letter to Hurricane regarding proposed park and city land
11. Stratton Easement Agreement
12. Water Agreement with the City
13. 7152-26 Sky Rim Water Study 2023.03.09
14. Affidavit (1)
15. Desert Tortoise All_Take_Areas
16. Hurricane - GeoTech Report

17. Hurricane - Title Report
18. Water's Concerns about using well site as park



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. _____

Receipt No. _____

Name: Brad Brown Telephone: O 8015900980 M 8013090399

Address: 1708 E. 5550 S. STE 18 Ogden, UT 84403 Fax No. _____

Email: Brad@stewardland.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 3000 W State Street, Hurricane, UT 84737 (east of Walmart)

Tax ID of Subject Property: H-3-1-31-3009 Zone District: PC

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

Proposed uses include residential (single-family, townhouses, and apartments) and commercial (see pre plat for more info).

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 1/2 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: _____



STAFF COMMENTS

Agenda Date:	04/06/2023
Application Number:	2023-PP-09 2023-PSP-07
Type of Application:	Preliminary Plat and Site Plan Application
Action Type:	Administrative
Applicant:	Brad Brown
Agent:	
Request:	Approval of a Preliminary Plat
Location:	3000 W State St
Zoning:	Planned Commercial
General Plan Map:	Commercial, Mixed Use, Single Family,

Planning Commission Recommendation

The Planning Commission gave a positive recommendation on the preliminary plat and approved the preliminary site plan subject to staff and JUC comments.

Discussion:

The applicant has filed a preliminary plat for SkyRim, a mixed use community located east of Walmart. A zone change for this property to Planned Commercial was approved by the City Council late last year with a development agreement in place. The applicant is proposing 15 single family homes, 129 townhomes, 372 apartments, and six commercial buildings. Per the development agreement with the City 10% of the units will have to be affordable for someone making 80% area median income. The City has a well in the middle of the property that they are proposing be made into a public park. There are some off-site utilities that need to be provided and the applicant has told staff they are currently preparing off-site utility construction plans.

04/06/2023

2023-PP-09

2023-PSP-07

standards apply to private streets too. Offsite improvements and roadway dedication requires neighbors participation. All public water mains shall be installed in the public right of way. Master planned 30" storm drain pipe along SR-9. 26' minimum pavement width. 290 N/100 N/SkyRim Parkway is a 77' ROW. Relocation of water lines and easements must be coordinated with the water department. If it is possible, said relocation will likely be on a tight schedule. Midblock pedestrian crossings are troublesome. It's unclear if the master planned major collector with 12' trails on both sides impacts the proposed plat. It appears phases 3 and 4 are dependent on a water main being installed in 3100 W. Nearest existing water main in 290 N

7. **Fire:** Single access 90 N will be put in and tied to the Walmart parking lot. SkyRim Parkway does not currently attach to a real road.
8. **Cable:** Add Centurylink fiber optic notes for construction drawings
9. **Phone:** No comments
10. **Gas:** No comments.
11. **Water Conservancy:** No comments
12. **Parks:** Will park be public or private? If public park design will need to be coordinated with the Parks Department and designed to Hurricane City Park standards.

Staff Comments: Preliminary Site Plan and Plat

1. The zoning for this property is Planned Commercial. Per the development agreement with the City they are allowed a maximum of 519 residential units which is shown.
 - a. The development agreement also stipulates that only single family homes and townhomes are allowed north of "SkyRim Parkway" which is shown on the plat.
2. The development agreement for this property stipulates that, *"Ten Percent (10%) of the total units in residential areas shall be designated as Affordable housing as defined in Hurricane City Code section 10-15-8(E)(2)(a) and shall satisfy all of the requirements for Affordable housing as set forth in Hurricane City Code section 10-15-8(E)(2)."* Their site plan calls out 48 affordable housing units in one building. 10% of the units would be 51 affordable units.
3. This development is proposing a number of private streets within the development. HCC 10-37-13 states, *"The Zoning Administrator shall not authorize a building permit for a dwelling located on a lot accessed only by a private right-of-way"* Staff has generally interpreted this code to not apply to accessways and parking lot aisles within multifamily developments.
 - a. Staff recommends the streets marked as "Private St B" "Private St C" and their connections to SkyRim Parkway be public streets.
 - b. The street in Phase 5 should be a public street as it will be used to access City property
4. **Parking:** Per HCC 10-34 the following parking spaces are required for multifamily developments:

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

2 or more bedroom units

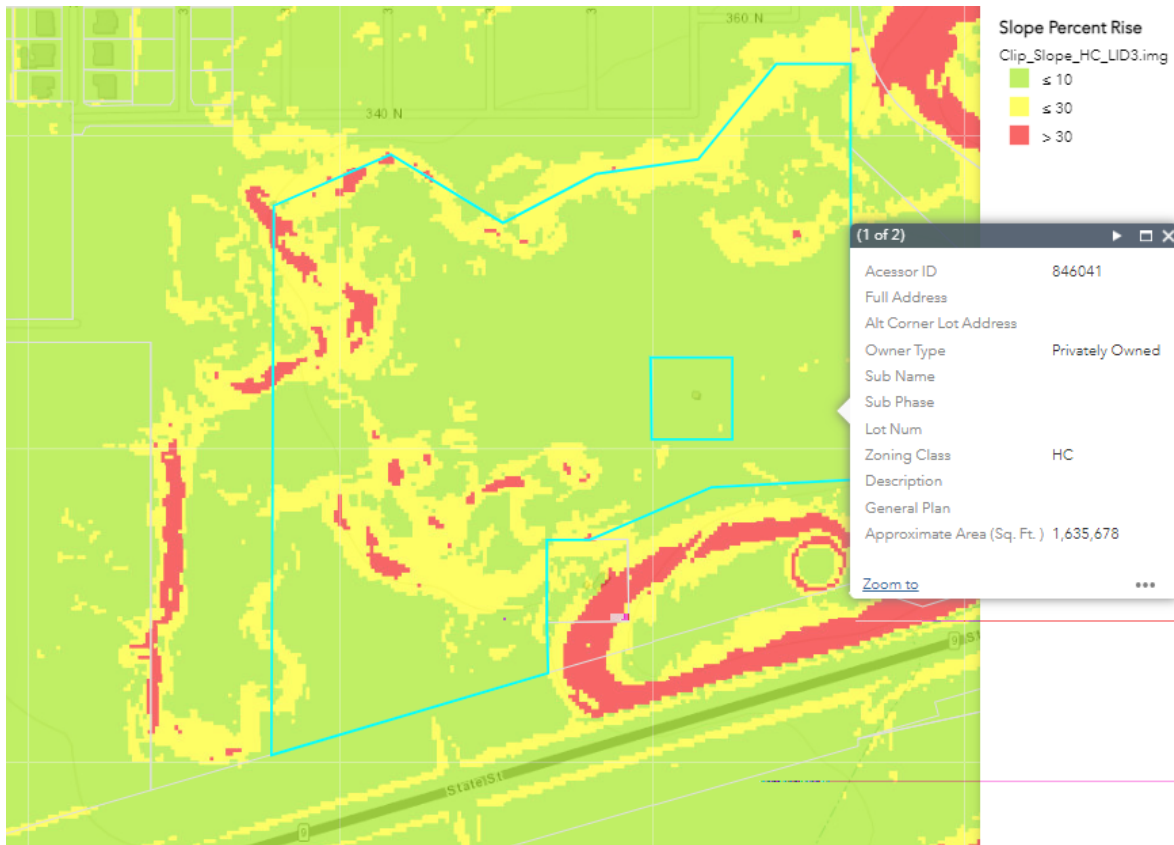
2 spaces per dwelling unit

Per their site data they are providing garages and driveways for the single family homes and the townhomes. They are providing 699 parking stalls for the 372 apartment units for a total of 1.8 stalls per unit. The applicant has not provided a breakdown in bedroom types within the apartment units but for this parking plan approximately 25% of these units will have to be single bedroom or studio.

For the commercial area they are showing 309 parking stalls for 36,419 sq ft of commercial space. The exact calculations of required parking will depend on the use but this is most likely sufficient.

5. The applicant is proposing building a park on a mixture of their property and City property surrounding an existing well site. The applicant has presented a letter explaining their intentions for the park space. The applicant is proposing installing the park themselves at their cost and then coming into some arrangement with the City for long-term maintenance. Planning staff believe this is the best use for the property however the Parks Department and the Water Department will need to agree. As laid out below approval of their amenity and open space plan may depend heavily on approval of the proposed park.
6. **Amenities and Open Space:** Per HCC 10-33-5: *"In multiple-family residential zones and multi-family areas of planned developments, open landscaped space shall be at least 20 percent of the total land space of the development."* There is no note on the plan indicating that this standard is met.
 - a. Whether or not this plan meets this standard may depend on whether the proposed park surrounding the City's well site is considered part of the open space for the development. City code states: *"The Planning Commission, in its discretion, may lower the amount of open landscaped space or amenities required for a development under 50 units if the development is within a one-quarter mile of a City park."*
 - b. For a project with 500 multifamily units nine amenities must be provided. The proposed plan provides for: two clubhouses, three pools, and an integrated trail system. If amenities within the proposed park are included then pickleball courts, and a playground are included.
 - c. Generally, planning staff does not have any concern about using the City property to count towards their park space and amenities, since the applicant has committed to complete all improvements. It is likely that the City will need to issue a license to allow the long term use of City property for a private park.
7. **Sensitive Lands:** **Staff has issued a statement and additional findings, attached to this packet, after a review of the site. Staff found that the applicant did not need to submit a sensitive lands plan, but would need to follow Hurricane City grading standards.** As can be seen in the slope map below most of the more intense sloping in this area is located just off this property. When Planning staff went and walked the property most of it was seen to be fairly plateau-like. The standards for requiring a sensitive lands application are:
 - a. *Sec. 10-24-2. Sensitive lands defined.*

- b. *For the purposes of this chapter, the following lands are "sensitive lands" and shall be subject to the requirements of this chapter:*
- c. A. *Any area where there is a change in elevation which is equal to or greater than ten percent (one foot of vertical grade change for every ten feet of horizontal run) for a distance of 100 feet or more, and where said grade change covers an area of at least two contiguous acres, or an entire parcel if said parcel is less than two acres (see section 10-24-9, appendix diagram A of this chapter).*
- d. B. *Any area within 100 feet of the edge of a bluff. The "edge of a bluff" means an area where there is a substantial abrupt change in slope along the edge of a predominantly flat area of land. The slope of the land below the abrupt edge typically has a grade that is near or exceeds 30 percent or greater, and has a vertical elevation change of at least 100 feet or greater, and lies within sensitive lands described in subsection A of this section (see section 10-24-9, appendix diagram B of this chapter).*
- e. C. *The boundaries of all areas within one hundred (100) vertical feet of a ridgeline. A "ridgeline" means the junction of a rising steep slope on one side and a descending slope that may be gentle or steep on the opposite side (see section 10-24-9, appendix diagram C of this chapter).*
- f. *HCC 10-24-3 (C) states: Zoning Administrator determination. If additional information is provided by an applicant, the Zoning Administrator shall review the information and make a final determination whether or not the project is subject to this chapter. The Zoning Administrator may also review the project on site and may determine the project is not located on sensitive lands and therefore not subject to this chapter. The decision of the Zoning Administrator may be appealed to the Planning Commission.*
- g. *Staff has expressed these concerns to the applicant and they have said they would provide a letter stating that the property does not meet the sensitive lands code.*
- h. *The provided site plan does show the development clustering away from the slopes on the north side but the slope on the southwest corner between the residential and commercial area is not accounted for as much. As seen in the pictures below most of the sloping is just rock outcroppings but there is an elevation change between the two sections of the property*



Property is generally flat on top, with a few rock outcroppings on the top, and some hillside along the northwest and a small hill between the residential and the commercial areas.

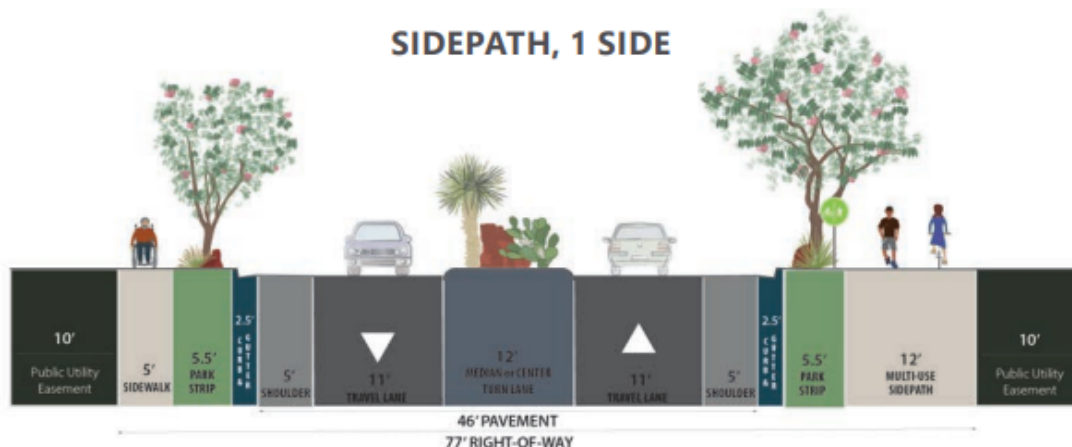


Hillside on the property facing toward the highway



Picture of the property taken from the water tank. As the picture shows the property is generally flat with the exception of some hills by the highway and to the northwest boundary.

8. The road cross sections shown on their plans do not match the Active Transportation Master Plan for SkyRim Parkway



9. All park strips will need to be landscaped and have the proper improvements
10. On the preliminary plat: remove the Planning Commission Chair signature box and update Mayor's signature line.
11. The City has received a water acknowledgement waiver and a will serve letter from Hurricane City Water. We have not received a will serve letter from Ash Creek Sewer District.
12. A note indicating whether or not the property is in a tortoise take area has been provided
13. 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. This is a different situation than what we have seen in other parts of the City. While there is significant off-site infrastructure that is needed there is no issue of regional capacity requiring major infrastructure improvements. Some items, like a sewer line plan, have already been submitted to the JUC. The phase plan presented is designed to access utilities and provide a good flow of service to the development. Staff generally believes that the concerns raised by the JUC can be resolved through the construction drawings process. The applicant has told staff they are currently preparing off-site improvement plans.

04/06/2023

2023-PP-09

2023-PSP-07

Recommendation: Staff recommends the City Council review this application based on standards with Hurricane City Code. The applicant has issued a letter to respond to each item within this report. Items such as using the Hurricane City Well Site have not been resolved at the time of this report. The applicant is planning on walking the property with the water department on April 5, 2023. Any approval of the preliminary plat needs to be subject to staff and JUC comments since there are a few items that are currently being worked on with the developer and some design work might change with full construction drawings.

Steward Land Company Notes for Hurricane City Planning Commission

Brad Brown

03.23.2023

The staff report states there are concerns with off-site utilities, private roadways, open space, amenities, and sensitive lands. I would like to discuss what we have been doing specifically to address these issues.

Off-site Utilities:

- We have an agreement in place to work with the adjacent landowners Stratton brothers to work together in bringing utilities to their site and our site.
- We have prepared a preliminary grading plan that includes off-site areas and submitted that to the City.
- We are working on off-site utilities plans which will be submitted before we submit them on the final plat.
- We have construction bid estimates for off-site utilities, grading, and roads.
- Power
 - We know there is enough power for the beginning phases, but more power will be needed for the entire build out. We are working with Hurricane Power in identifying infrastructure and alignments. We are working with neighboring landowners on power infrastructure.
- Sewer
 - The sewer is located near the Walmart parcel and is not an issue in bringing to the site.
- Water
 - We have been working with Hurricane City Water since the beginning of the project.
 - Hurricane City has provided a water will serve letter.
 - We have submitted a water model study as part of this pre-plat/site plan submittal.

- This week we met with Hurricane City water to discuss their concerns. They are concerned with having adequate space around their facilities, security and drainage for water run offs.
- Roadways
 - We met with City planning and engineering staff to discuss roads.
 - The road servicing single-family homes will be widened and changed to a public road.
 - The road called M10 on City planning documents and called SkyRim Parkway on our plans was originally designed with a 70' wide right of way matching the City's transportation master plan and engineering standards. However, we have since learned from staff that the City's new active transportation plan has a planned trail on that road and the right of way needs to be 7' wider. We will accommodate the City's new plan and widen the street. This is a regional road and trail facility.
 - We discussed a public road accessing the public park (if it becomes a public park). More discussion is needed on both items and direction by the City Council.

Parks and Open Space

- Our calculations show that our current plans have 25% open space without the City land and with the City's land around the well we would be at 28%. This project includes trails, common areas throughout the project, natural open space, and a proposed public/private park.
- Projects greater than 500 units require 9 amenities and this has been met.
- The City's ordinance requires 20% and we are meeting the requirements.

Amenities

- This project includes: three pools, three clubhouses, two playgrounds, outdoor bathrooms, a pavilion, a perimeter and inside development trail, and four pickleball courts.

Sensitive Lands

- After additional research the Zoning Administrator has “determined that a sensitive lands application is not needed because of the limited areas of the steep slopes, the nature of the slopes on the property (namely being rock outcrops and limited in height and size) and that the sensitive lands application would not fulfill the purposes of the ordinance as contained in 10-24-1”.
- This follows the City’s ordinance 10-24-1, 10-24-3.
- We will follow the City’s process and code for building permits, utility permits, and grading which ensures following city ordinances and engineering standards.
- We have prepared a geo-technical report which was submitted as part of the application. The geo-technical report found no serious issues with the slopes and topography.

Affordable Housing Units

- The development agreement requires 10% of the units to be affordable at 80% Area Median Income. The site plan shows one building with 48 units. In addition, 4 more affordable units are required. These four units would be in another building within the project.

Parking

- The report noted that there appeared to be sufficient parking, but because parking was based on unit size additional information was required. Here is the additional information.
- The development meets the City’s parking requirements.
 - 15 single family homes each have a 2-car driveway and 2 car garage
 - 132 townhomes each have a 2-car driveway and 2 car garage
 - In addition, there is 33 visitor stalls for the townhomes. This meets the townhome parking requirements.
 - There are 162 – one-bedroom apartments requiring 243 parking stalls at 1.5 per unit.

- There are 210 – two-bedroom apartments requiring 420 stalls at 2.0 per unit.
 - The total parking need is 663 per City code. The site plan shows 699 parking stalls for the apartment areas. The project is sufficient parking for all housing per Hurricane City code. In addition, there are parking stalls for the proposed park.
- The commercial area is projected to include about 36,000 sf and the parking count is 309, however it should be noted that the commercial design could change based on future demands or tenants.

Stephen Nelson

From: Stephen Nelson
Sent: Wednesday, March 22, 2023 3:31 PM
To: Brad Winder; Brienna Spencer; Dayton Hall; Fred Resch; Jeremy Pickering; Kelby Iverson; Kevin Thomas; Mark Sampson; Nanette Billings; Paul Farthing; 'Ralph Ballard'; Rebecca Bronemann; shellee26.2@gmail.com; Shelley Goodfellow; Stephen Nelson
Subject: Skyrim Sensitive Lands Application

Planning Commission,

A question in the staff report stated that the Skyrim Subdivision may need a sensitive land application. However, the code does allow the following:

Sec. 10-24-3. - Determination of applicability.

C. Zoning Administrator determination. If additional information is provided by an applicant, the Zoning Administrator shall review the information and make a final determination whether or not the project is subject to this chapter. The Zoning Administrator may also review the project on site and may determine the project is not located on sensitive lands and therefore not subject to this chapter. The decision of the Zoning Administrator may be appealed to the Planning Commission.

I have gone and walked the property and taken several photos: <https://photos.app.goo.gl/ATRAG4CJxEwNbVW87>. Most of the property's steep slopes are small rock outcrops. The sensitive lands code say the following " *Small washes or rock outcrops which have slopes distinctly different from surrounding property may be excluded from slope determination, if the exclusion of such small areas from slope determination will not be contrary to the overall purpose of this chapter, as reasonably determined by the Zoning Administrator.*"

There are a few hills on the northwest and southwest side, but most of the hills are either small in nature or average a lower slope. There are few steep slopes on the hills, but these tend to be outliers or minor in nature.

When looking at the purpose of the sensitive lands code, it states the following:

Sec. 10-24-1. - Purpose.

[SHARE LINK TO SECTIONPRINT SECTIONDOWNLOAD \(DOCX\) OF SECTIONEMAIL SECTIONCOMPARE VERSIONS](#)

To further the peace, health, safety and welfare of the inhabitants of the City, development within hillside areas must be accomplished in a manner that minimizes potential flooding and erosion; provides protection from other hazards; and encourages preservation of natural scenic beauty. The objectives to be achieved include the following:

- A. Preserve unique geologic features, ridgelines and hillsides; and maintain open space.*
- B. Minimize the amount of grading and earthwork including street excavation and site grading.*
- C. Design and construct roads to minimize scars from cuts and fills and avoid permanent scarring of hillsides.*

D. Stabilize steep hillsides, retain moisture, prevent erosion, and preserve the beauty of unique landscape.

E. Encourage street right-of-way, lot layout and structure designs that minimize grading, excavation, and land disturbance generally.

F. Encourage density transfers and cluster type development to minimize disturbance of steep or sensitive terrain and important archaeological sites.

G. Maintain scenic qualities by minimizing the visual impact of manmade structures on the natural environment while allowing reasonable land use.

H. Protect property rights through application of the "takings review" procedure set forth in [section 10-7-21](#) of this title.

After review, I have determined that a sensitive lands application is not needed because of the limited areas of the steep slopes, the nature of the slopes on the property (namely being rock outcrops and limited in height and size) and that the a sensitive lands application would not fulfill the purposes of the ordinance as contained in 10-24-1.

The applicant will still need to follow Hurricane City grading and construction standards, including providing a Geotech Report as part of the construction drawings and building permits.

Stephen Nelson, AICP

Hurricane City

Planning Director

(435) 635-2811



PLANNING & ZONING
HURRICANE CITY
UTAH



PLANNING & ZONING
HURRICANE CITY
UTAH

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

PRELIMINARY SITE PLAN APPLICATION

For office use only: \$200.00 Fee

File No. _____

Receipt No. _____

Name: Brad Brown Telephone: O 8015900980 M 8013090399

Address: 1708 E. 5550 S. STE 18 Ogden, UT 84403 Fax No. _____

Email: Brad@stewardland.com Agent Email: _____

Agent (If Applicable): _____ Telephone: _____

Address/Location of Subject Property: 3000 W State Street, Hurricane, UT 84737

Tax ID of Subject Property: H-3-1-31-3009 Zone District: PC

Proposed Use: (Describe, use extra sheet if necessary. Include total number of lots) _____

Proposed uses include residential (single-family, townhouses, and apartments) and commercial (see site plan for more info).

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: _____

When Recorded Return To:
Hurricane City
147 N. 870 W.
Hurricane, UT. 84737

**DEVELOPMENT AGREEMENT
FOR
STEWARD LAND HOLDINGS**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 2nd day of December, 2022 (the "Effective Date"), by and between HURRICANE CITY, a Utah municipal corporation, hereinafter referred to as "City," and Steward Land Holdings LLC, a Utah Limited Liability Company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 38.14 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On Dec. 1, 2022, the City Council approved a zone change of the entire property to the Planned Commercial (PC) Zone subject to and conditioned upon the terms and conditions of the Development Agreement. See City Council Minutes, attached as Exhibit B.

C. Developer has proposed, and City has approved, a Preliminary Site Plan attached hereto and incorporated herein as EXHIBIT C.

D. Developer is willing to design and construct the Project in accordance with the preliminary site plan and in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

E. The City Council have further authorized the Mayor of the City to execute and deliver this Agreement on behalf of the City.

F. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

G. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

H. The Parties desire to enter into this Agreement to specify the rights and responsibilities of the Developer to develop the Property as expressed in this Agreement and the rights and responsibilities of the City to allow and regulate such development pursuant to the requirements of this Agreement.

I. The Parties understand and intend that this Agreement is a “development agreement” within the meaning of, and entered into pursuant to, the terms of Utah Code Ann., §10-9a-102.

J. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

2. Development Terms:

- a. Ten Percent (10%) of the total units in residential areas shall be designated as Affordable housing as defined in Hurricane City Code section 10-15-8(E)(2)(a) and shall satisfy all of the requirements for Affordable housing as set forth in Hurricane City Code section 10-15-8(E)(2). A copy of the applicable sections of the Hurricane City Code is attached as Exhibit D.
- b. The total residential area shall not exceed 17 units per residential acre, which equates to approximately 519 units. If the project is developed in phases, Developer shall place a note on the preliminary plat or site plan of each phase showing the total number of units approved out of the total unit allowed.
- c. The applicant shall provide a mixture of townhomes and single-family homes within the “Medium Density” Area.
- d. The height of buildings shall not exceed three stories in height above grade.

3. Except as expressly stated herein, nothing in this Agreement shall amend or replace any requirements by City, State, Federal, Fire, other local development agreements or restrictions, or other applicable regulations.

4. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the party for whom intended, or if mailed, by certified mail, return receipt requested, postage prepaid, to such party at its address shown below:

To the Developer: Steward Land Company
Attention: Brad Brown, Managing Partner
1708 E. 5550 S. Ste. 18
Ogden, UT 84403

To the City: City of Hurricane
Attention: Dayton Hall, City Attorney
147 N 870 W.
Hurricane, UT 84737

5. General Term and Conditions.

a. Adequate Public Facilities.

- i. Developer understands, acknowledges and specifically agrees that: (a) power, water, and other utility services to the Property may not be currently available in sufficient capacity to serve some or all of the Property, and may not have been extended to the Property; (b) the granting of this zone change, approval of a preliminary plat, or review of construction drawings, does not in any way guarantee or warrant the availability and extension of power, water, or other utility services to the Property; (c) no application for any building permit requiring the availability and extension of power, water, or other utility service for the specific property identified in the permit application, shall be filed, made, or approved until such time that such utilities or services are available and have been extended to the applicable property, as determined by City staff; and (d) Developer assumes all risk and liability associated with any development activity on the Property, including but not limited to all costs incurred for engineering, feasibility studies, etc., in the event that such services do not become available and are not extended to the Property.
- ii. As part of any preliminary plat or site plan application, Developer shall identify needed utilities and roadways and provide a plan on how the Developer shall provide each of the required services to the site, including plans on providing off-site improvements.
- iii. Developer understands offsite improvements will likely be necessary for development and will be responsible for any required offsite improvements. These improvements may require the property owner to install utility lines and secure rights-of-way or easements for needed infrastructure. All offsite improvement plans and construction will be subject to review and approval by the Hurricane City Joint Utility Committee.

b. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

c. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among

other things, such party's submission of land use applications to the City relating to the Property or the Project.

d. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent, or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

e. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

f. Further Documentation. This Agreement is entered into by the Parties with the recognition and anticipation that subsequent agreements, plans, profiles, engineering and other documentation implementing and carrying out the provisions of this Agreement may be necessary. The Parties agree to negotiate and act in good faith with respect to all such future items.

g. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

h. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

1. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

6. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.



ATTEST:

By: Cindy Boteng
City Recorder

CITY:

CITY OF HURRICANE

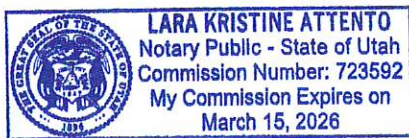
By: Nanette Billings
Mayor

DEVELOPER:

By: [Signature]
Name: Bradley John Brown
Title: Managing Partner

STATE OF UTAH)
 :SS
COUNTY OF UTAH)

On the 2nd day of December, 2023, personally appeared before me Bradley John Brown, who being by me duly sworn, did say that he is the Managing Partner of Steward Land, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.



[Signature]
Notary Public
Residing at:

EXHIBIT A
Legal Description Parcel:



Parcel #H-3-1-31-3009

Zoning Boundary Description

PART OF THE SOUTHWEST QUARTER OF SECTION 31 TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING N88°52'58"W 751.16 FEET AND NORTH 452.94 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 31; THENCE S74°50'08"W 765.51 FEET; THENCE N01°42'49"E 1399.98 FEET; THENCE N67°32'27"E 327.32 FEET; THENCE S57°30'11"E 335.71 FEET; THENCE N63°09'32"E 269.71 FEET; THENCE N83°12'08"E 265.91 FEET; THENCE N40°40'01"E 312.94 FEET; THENCE S88°58'18"E 189.64 FEET TO A POINT ON THE CENTER SECTION LINE OF SAID SECTION 31; THENCE S01°01'42"W 1070.46 FEET; THENCE S89°46'38"W 131.69 FEET; THENCE S85°13'16"W 211.19 FEET; THENCE S68°02'47"W 332.30 FEET; THENCE N88°52'58"W 111.09 FEET; THENCE S01°07'02"W 320.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN: THENCE S89°58'47"W 511.39 FEET; THENCE N00°01'13"W 1040.89 FEET TO THE SOUTHWEST CORNER OF AN EXISTING 1 ACRE WELL SITE PARCEL AND TO THE POINT OF BEGINNING; THENCE N00°01'13"W 208.71 FEET; THENCE N89°58'47"E 208.81 FEET; THENCE S00°01'13"E 208.71 FEET; THENCE S89°58'47"W 208.71 FEET TO THE POINT OF BEGINNING.

CONTAINING A REMAINDER OF 38.14 ACRES, MORE OR LESS.

Solutions You Can Build On™

Civil Engineering • Land Planning • Structural Engineering • Landscape Architecture • Land Surveying • Construction Surveying
5160 S 1500 W • Riverdale, Utah 84405 • Tel: 801-621-3100 • Fax: 801-621-2666
ogden@reeve-assoc.com • reeve-assoc.com

Hurricane City Council Minutes – December 1, 2022

Minutes of the Hurricane City Council meeting held on December 1, 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, David Hirschi, Doug Heideman, and Kevin Thomas

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Lynn Excell, Power Superintendent Scott Hughes, Public Works Director Mike Vercimack, Planning Director Stephen Nelson, City Recorder Cindy Beteag, Water Superintendent Ken Richins, and Ash Creek Sewer District Superintendent Mike Chandler

AGENDA

4:00 p.m. Work Meeting – Discussion on getting information out to the public

Mayor Billings explained that she feels it is vital to find a way to notify the public about public events. Many challenges have arisen while searching for the best way to accomplish this. Mike Vercimack suggested utilizing the Hurricane Valley Chamber of Commerce; however, the Chamber can only support businesses that are signed up with them, and the City cannot promote business. Mayor Billings asked if the private sector is the best way to push information to the public. She noted the various avenues that the City currently uses. Chief Excell reported that the radio station could be a good resource. Kaden DeMille stated Kendra Rich has a degree in communication and is doing a fantastic job. He does agree that more can be done; however, staff needs direction from City Council. The biggest limit right now is software. He would rather utilize city funds to purchase software as opposed to paying a private company.

Mayor Billings asked if it is best to have a separate platform to address events that the City is not sponsoring. Selwin Lovell reported that he thinks it is inappropriate for the City to promote private events. Cindy Beteag does upload approved event permits to the event calendar. Councilman Sanders does not think the City should advertise events for private companies. Mayor Billings explained that she would like to utilize a private company to promote City events. Councilman Heideman reported that the main complaint he hears is that people have trouble finding the website. Mr. DeMille reviewed the website and how to access the community calendar under the community tab.

Mr. DeMille explained that the City's official name is "Hurricane City" however, "City of Hurricane" is used on the website, logo, and many other documents. This can be very confusing for citizens. He feels it is a great idea to update everything to Hurricane City but it is a time-consuming process. He asked the City Council if they would like to go in that direction.

Councilman Sanders feels there is no way to convince everyone in the community to follow events. Mayor Billings would like to see a more frequent newsletter in digital format. Mr. Lovell

noted that the number one form of communication is radio. He feels it is important to utilize the sources that the City has. Chief Excell explained that the radio station is the City's most unused resource. He notes that improvements must be made before the radio station can be fully utilized. Mayor Billings directed Ms. Rich to research the radio station and an option for citizens to sign up for electronic notifications. Councilman Prete thinks the communication gap is bigger than one person. He suggested creating a task force to brainstorm what would work. He agrees the radio could be more used. He would like to see school programs and events advertised on the radio.

Ms. Rich explained that getting content for the quarterly newsletter is already difficult. Most department heads are not providing content for the newsletter. She is concerned that obtaining information for a monthly newsletter will be even more difficult. Mayor Billings suggested continuing the quarterly newsletter and creating a monthly flyer on current events. Councilman Prete reiterated the necessity of creating a task force to establish a vision and how to achieve it. Mayor Billings will meet with Ms. Rich once a week to review upcoming events.

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

Stephen Nelson reported that Utah State accepted the moderate-income housing plan, and the City was approved for priority funding. Mr. Nelson will work with his point of contact at the State to discuss their concerns. Councilman Thomas suggested a legal agreement between developers to ensure they offer affordable housing. Mr. Nelson reported that by State law, the City could not require developers to build affordable housing; however, the City can offer incentives. Dayton Hall mentioned that impact fee waivers must be added to the impact fee ordinance. Mr. Nelson reported that the online building permits system is now live. The department is actively working to promote the Downtown Master Plan survey. The thank you dinner for board members is on December 14th at the Community Center. Ron Hill accepted the Hearing Officer position.

Fred Resch III reported that short-term rentals will be discussed multiple times tonight.

Mike Vercimack reported that the City is getting ready to advertise the 700 West project. The project will connect 600 N to 100 N. Staff meets weekly to monitor the 2800 West project. Development within the City is slowing down, and there were only two pre-construction meetings this week.

Chief Excell provided the Police Departments October stats and read through the data included in the report. Councilman Prete would like to see something put in place to make recommendations on fixing the problems included in the report. Chief Excell will provide this moving forward. He reported an unprecedented number of children participating in Shop with a Cop on December 10th. Two officers are graduating from the Police Academy on December 8th. He thanked the Mayor and Council for helping with the Preparedness Fair. He reported that

Dan Raddatz is acting as the Sargent for animal control. In January, he will come in with a proposal to define what he would like to do with the money raised by auctioning off the unclaimed items.

Scott Hughes reported that the crews are busy working on the Three Falls Substation. The line crew is spending a lot of time working on 600 North. The Christmas decorations were successfully installed on November 27th, and the tree is set up for the lighting ceremony.

Mike Chandler reported that the Sewer District is wrapping up the pipeline project along Sand Hollow Road. The belly in the line on 700 West has been repaired. They have postponed putting in the sewer line on 300 West so they can work with the Water Department to simultaneously put in the irrigation line. Apple Valley was annexed into the District, and they are in discussion with Virgin and Rockville to also annex. The Confluence Park treatment plant project will start next year, and the project will shave off thirty percent of the current flow levels. They have acquired some land to expand more basins to accommodate storage.

Ken Richins reported that the water department received good bids for the irrigation project. He thanked staff for researching the documents needed for the grant. The well in Dixie Springs is not within spec and must be straightened out. The Water District is adding a water conservation surcharge fee for customers that exceed 36,000 gallons per month.

6:00 p.m. - Call to Order –

Mayor Nanette Billings welcomed everyone to the meeting.

Prayer: Kevin Thomas

Thought: Mayor Nanette Billings

Pledge: Doug Heideman

Declaration of any conflicts of interest

Dave Sanders declared a possible conflict of interest on New Business item 7.

Councilman Prete declared a conflict of interest on New Business item 9.

Approval of Minutes: October 20, 2022

Joseph Prete motioned to approve the minutes of the October 20, 2022, City Council meeting. Seconded by David Hirschi. Motion carried unanimously.

Public Forum – Comments From Public

No comments

OLD BUSINESS

1. Ordinance 2022-53 Consideration and possible approval of a **Land Use Code Amendment request to Title 10 Chapter 14: Residential Agriculture Zoning Standards to allow smaller lot sizes within Residential Agriculture Zones for limited subdivisions with master plan roadways.**

Stephen Nelson explained that this was reviewed last month. The three combined units have been separated. The City Council did not support the proposed changes to the agriculture protection overlay. The items on the agenda pertain to the master planned roadways and how they affect lot sizes within RA zones. Mr. Nelson read through the proposed changes.

Councilman Prete suggested counting the amount of dedicated roadway against the size of the lot. Mr. Nelson feels that the proposed change provides more flexibility. The Council members discussed modifying the rear setback.

Joseph Prete motioned to approve the Land Use Code Amendment request to Title 10 Chapter 14: Residential Agriculture Zoning Standards to allow smaller lot sizes within Residential Agriculture Zones for limited subdivisions with master plan roadways as presented. Seconded by Kevin Thomas. Doug Heideman, Dave Sanders, David Hirschi, Kevin Thomas, and Joseph Prete, aye. Motion carried unanimously.

2. Consideration and possible approval to **fund an additional \$2,000 for Wreaths Across America to put in their fund for next year**

David Hirschi motioned to table consideration and possible approval to fund an additional \$2,000 for Wreaths Across America to put in their fund for next year. Motion dies for lack of a second.

Mayor Billings reported that Wreaths Across America received \$3,000 from the City and \$1,000 from John Bramall. United We Pledge matched all the contribution. They have enough to pay for the wreaths this year. Wreaths of America is requesting additional funding that will go towards next year. Mayor Billings stated that the money raised at the Veterans Golf Tournament will go to Veterans' families for Christmas. Councilman Prete expressed his frustration with the insinuations that the Council is not patriotic if they do not fund the wreaths yearly. He would like to explore other options to honor the Veterans. He feels there are more significant and non-monetary ways to promote and honor veterans. Councilman Thomas

reiterated that the wreaths are funded this year, and he sees no need to put more funds in their account.

Mayor Billings suggested adding funds to honor the veterans in the annual budget moving forward. Councilman Hirschi feels the funding should go towards Veterans Memorial Park. Councilman Thomas also feels it was insulting when it was insinuated that the Council loves Veterans less because they wanted to use artificial wreaths.

David Hirschi motioned to deny funding an additional \$2,000 for Wreaths Across America to put in their fund for next year for the reasons discussed. Seconded by Kevin Thomas. Joseph Prete, David Hirschi, and Kevin Thomas, aye. Dave Sanders, nay. Doug Heideman abstained. Motion carried.

Mayor Billings reported that the public is invited to attend the Wreaths Across America event at the cemetery on December 17th at 8:00 a.m.

3. Ordinance 2022-54 Consideration and possible approval of **A Zone Change Amendment request for Steward Land Holdings located at approx. 3112 West State Street from HC, highway commercial, to planned commercial.** Parcel number H-3-1-31-3009. Steward Land Holdings Applicant. Brad Brown Agent.

Stephen Nelson explained the City Council directed staff to prepare a development agreement that obligated affordable housing, limited the height, and clarified that the medium-density area is mixed-use. They did include an adequate public facilities clause. The City Attorney and applicant have reviewed the development agreement. Brad Brown is comfortable with the terms and thanked the staff for all their work.

Councilman Prete voiced appreciation for the proposed plan. He asked if there was any way to safeguard this area from becoming dilapidated. Mr. Nelson stated that good management is the best way to prevent the deterioration of the property. Mr. Brown explained that the applicant sees this as a legacy project. He reviewed the amenities within the project. Mr. Nelson reported that having an active HOA helps maintain properties. Having a variety of housing options in each building will also help. Mr. Brown reported that they are contemplating having affordable units in each building. They will have CCRs and onsite management. Mayor Billings struggles with the reduction of highway commercial. Councilman Hirschi is concerned that this will set a precedent for high density. Councilman Sanders pointed out it would be difficult to access commercial in this area due to topography. He asked if the project is strictly rentals. Mr. Brown reported that the project is a mix of rentals and units available to purchase.

Kevin Thomas motioned to approve the Zone Change Amendment request for Steward Land Holdings located at approx. 3112 West State Street from HC, highway commercial, to planned commercial based on topography and proximity to commercial, this project is the best-suited

project for the property, there are adequate facilities, this matches the General Plan Map, and there is a need for affordable housing. Approval is subject to the development agreement. Seconded by Dave Sanders. Joseph Prete, Kevin Thomas, and Dave Sanders, aye. David Hirschi and Doug Heideman nay. Motion carried.

4. Ordinance 2022-61 Consideration and possible approval of an **amendment to Hurricane City Code Title 10 Chapter 7 Section 9 Conditional Use Permit Standards, Title 10 Chapter 12 Agriculture Zoning Standards and Title 10 Chapter 14 Residential Agriculture Standards to amend the code to allow Reception Centers as a conditional use within Agriculture and Residential Agriculture Zones.**

Stephen Nelson reported that the City Council expressed hesitancy to this amendment at the last meeting. The Council was concerned about the parking and fire code requirements. This change will allow reception centers as a conditional use in RA zones. Per State law, the conditions for conditional use must be listed in the code. Mr. Nelson contacted the fire district for code requirements, but he does not have a clear answer yet. The Planning Commission recommended keeping the parking requirements vague to ensure a property owner can utilize a field for parking. Mayor Billings reported that there are no reception venues in Hurricane City. Chief Excell does not think wedding receptions will greatly impact their department.

Councilman Prete stated that ordinances already exist that allow this use in residential areas. He feels that reception centers have a larger impact and thinks there are more implications for public safety. He is also concerned about the definition of reception centers as a secondary use. He prefers that this is not allowed on properties that are less than five acres. Mr. Nelson explained that the minimum acreage could be set in the conditional use. He cited the code's definition of a reception center. Chief Excell requested to continue the item to allow him time to review the public safety component.

Doug Heideman motioned to continue Consideration and possible approval of an amendment to Hurricane City Code Title 10 Chapter 7 Section 9 Conditional Use Permit Standards, Title 10 Chapter 12 Agriculture Zoning Standards, and Title 10 Chapter 14 Residential Agriculture Standards to amend the code to allow Reception Centers as a conditional use within Agriculture and Residential Agriculture Zones to the next meeting. Seconded by Joseph Prete. Kevin Thomas, Dave Sanders, Doug Heideman, David Hirschi, and Joseph Prete voting aye. Motion carried unanimously.

NEW BUSINESS

1. Ordinance 2022-62 Consideration and possible approval on a **Land Use Code Amendment Request to Title 10-Chapter 3-Subsection 4 and 10, Title 10-Chapter 15-Subsection 3, Title 10-Chapter 41, and Title 10-Chapter 51; and Title 3 Chapter 10 to make changes regarding short-term rental standards within residential areas,**

residential hosting standards, and short-term rental standards in commercial zones.
Hurricane City Applicant.

Stephen Nelson presented the proposed changes. The City Council directed staff to make the code for residential hosting easier to read. The first goal is to provide a better definition of accessory dwelling units and link ADU standards with residential hosting.

Staff is proposing to eliminate the guest house and casita definition and change the ADU definition to focus on use rather than facilities. The home bed and breakfast definition was removed from the residential hosting code. A short-term rental complex definition was created for commercial use. This definition clarifies the difference between a hotel, motel, and short-term rental complex. Mr. Nelson discussed potential changes to the parking standards for residential hosting. Councilman Thomas is in favor of continuing the item to the next meeting. He directed Mr. Nelson to combine residential hosting and transient lodging and provide a clean version of the recommended changes to the City Council. Councilman Prete would like more simplicity and an introduction of each use consolidated in one place.

Doug Heideman motioned to continue Consideration and possible approval of a Land Use Code Amendment Request to Title 10-Chapter 3-Subsection 4 and 10, Title 10-Chapter 15-Subsection 3, Title 10-Chapter 41, and Title 10-Chapter 51; and Title 3 Chapter 10 to make changes regarding short-term rental standards within residential areas, residential hosting standards, and short-term rental standards in commercial zones to the next meeting. Seconded by Kevin Thomas. Dave Sanders, David Hirschi, Joseph Prete, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

2. Ordinance 2022-63 Consideration and possible approval on a Land Use Code Amendment Request to Title 10-Chapter 25 to consider requiring a note be placed on new subdivision plats within a designated area around an airport.

Dayton Hall reported that the packet includes the new requirement. The Airport Board recommended changing the ordinance to add the required language on new plats. Mr. Hall has no issues with the form. Councilman Prete feels it is important to put people on notice; however, this is more than a notice. This limits the property rights of everyone around the airport. Essentially preventing property owners from raising issues if they have problems. Mayor Billings reported that this pertains to normal aviation, which is already in the ordinance. Mr. Hall clarified this amendment request requires a new subdivision within a half mile of the two airports to have this notice recorded on the plat and puts future owners in the subdivision on legal notice that they are building in an area of an airport. Councilman Prete expressed that he is obligated to look out for the residents rather than the small number of pilots. He does not favor changing the balance of power in a way that is detrimental to the residents. Councilman Thomas pointed out this is the same as supporting agriculture protection zones. Councilman Heideman feels this protects potential property owners by giving them notice of the airport.

Mr. Hall reported that this ordinance goes further than that. He explained that the language states that they accept the nuisances as a condition of purchasing the property. He noted that this proposal could be amended only to give notice that the property is near an airport. Mr. Nelson deleted everything except the first sentence giving notice of the airport.

Joseph Prete motioned to approve the Land Use Code Amendment Request to Title 10-Chapter 25 to consider requiring a note be placed on new subdivision plats within a designated area around an airport as amended. Seconded by Kevin Thomas. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, and Joseph Prete, aye. Motion carried **unanimously**.

3. Consideration and possible approval of revoking the residential hosting license for Cris LLC - Cindy Beteag

Dayton Hall explains this is a hearing for revocation of a residential hosting license. The owner will be able to talk on their behalf, and Cindy Beteag will provide a summary of events.

Tom Ballard lives next door to the property in question. Upon moving in, he immediately noticed that the home was constantly being rented to different tenants. The home is being rented through VRBO and evolved.com. Mr. Ballard noted that the owner has a residential hosting license which does not allow entire home short-term rentals. Mr. Ballard asked the City Council to enforce the ordinance and revoke the license.

Cindy Beteag explained the property located at 5189 W 2040 South has been the subject of multiple complaints from neighbors. The most frequent have been parking issues and the owner not living on site. The property has a residential hosting license, which is permitted in that zoning. Per city code to have a residential hosting license the owner must live on the property in the primary part of the dwelling. In July of 2022, staff was made aware that the property was registered with the county to an address in Lehi, an inspection by Ms. Beteag and Fred Resch III was performed and the owner insisted that he lived in one of the bedrooms within the main home. Staff does not entirely believe this and neighbors have reported to us that the owner, Chris Hanks, is almost never at the property.

Councilman Prete noted that there have been complaints by the neighbors, and the City did send notice to the homeowner. He asked if the owner had responded to the notices. Mrs. Beteag reported that the homeowner did respond to the notices. She reported that the homeowner was present during her inspection, and the home did not appear to be a primary residence; however, the license was granted after the inspection because they felt they needed adequate evidence that he did not reside in the home. Due to the parking violations and complaints from the neighbors, they feel it is prudent to revoke the license.

Cristopher Hanks reported that this is his primary residence. He works remotely and is not home every day. He does want to be a good neighbor. After communicating with staff, he

understands that he has to be in the home when he has guests. He reported that they only have guests a few times a month. His mother lives in the casita. Councilman Prete asked if his mother lives in the casita full-time. Mr. Hanks reported that his mother lives on the property full-time, and they both receive mail at the address. He explained that they only rent out one portion of the home to one party at a time. He expressed that they are trying extremely hard to comply.

Councilman Thomas asked if Mr. Hanks knew that an owner could not live in the casita and rent the house. Mr. Hank reported that his property management company advised him that he is allowed to live in the casita and rent out the home. He reiterated that he wants to be a good neighbor and comply with the City. Councilman Prete asked Mr. Hank how he defined this as his primary residence. Mr. Hank estimated that he resides on the property thirty percent of the time.

Kevin Thomas motioned to approve revoking the residential hosting license for Cris LLC based on the owner's admission that he does not live in the main portion of the home and that this is not his primary residence and the evidence that a guest violated the parking ordinance. Seconded by David Hirschi. Joseph Prete, Doug Heideman, Dave Sanders, Kevin Thomas, and David Hirschi, aye. Motion carried unanimously.

4. Consideration and possible approval of a revision to the Airport Policy and Procedures for Aircraft Noise Abatement

Dayton Hall explained that this clarifies that helicopters are subject to the policy.

Kevin Thomas motioned to approve the revision to the Airport Policy and Procedures for Aircraft Noise Abatement. Seconded by Dave Sanders. Joseph Prete, David Hirschi, Doug Heideman, Dave Sanders, and Kevin Thomas voting aye. Motion carried unanimously.

5. Consideration and possible approval of a road dedication for Abbey Road -Arthur LeBaron

Stephen Nelson stated the City has approved some subdivisions and commercial projects near Abbey Road. To make the projects work, they need the dedication of the roadway.

Dave Sanders motioned to approve a road dedication for Abbey Road. Seconded by Doug Heideman. Joseph Prete, David Hirschi, Doug Heideman, Dave Sanders, and Kevin Thomas voting aye. Motion carried unanimously.

6. Consideration and possible approval of awarding the irrigation metering project bid - Ken Richins

Ken Richins presented the bid tabulations. There were four bids; Feller Enterprises is the lowest bid at \$1,802,875.84. Mr. Richins noted that grant money from the State will cover seventy percent.

Dave Sanders motioned to approve awarding the irrigation metering project bid in the amount of \$1,802,875.84 to Feller Enterprises. Seconded by Doug Heideman. Joseph Prete, Kevin Thomas, David Hirschi, Dave Sanders, and Doug Heideman voting aye. Motion carried unanimously.

7. Consideration and possible approval of a **preliminary plat for Hurricane Heights Hobby Garages, a 33 lot storage unit development located at 400 N 700 W**. CSB Dev HH LLC (Max Stokes) Applicant. Civil Science - Brandee Walker Agent.

Stephen Nelson reported that the will-serve letters have been received, and he has no further concerns. The Planning Commission recommended approval. He noted that the applicant is proposing to change the dedication of the stormwater pond to align their access more closely to the intersection. Brandee Walker explained that the units are on the property line with twenty feet of parking in front, and the private drive is thirty-nine feet. The height of the building will not exceed twenty-five feet. The units are all attached; however, they will have vertical relief due to the proximity to Scholzens.

Doug Heideman motioned to approve the preliminary plat for Hurricane Heights Hobby Garages, a 33-lot storage unit development located at 400 N 700 subject to staff and JUC comments which are 1. Zoning is M-1, light industrial, and storage units are an approved use in M-1. No residential uses are permitted in M-1 zoning. A. There are no setbacks between lots zoned M-1. 2. Parking: No office space is provided on site so no parking spaces are required. Seven visitor spaces are provided and each unit will have two spaces in front of it. 3. Staff recommends an HOA or CC&Rs to enforce the zoning prohibitions within this zone. 4. The applicant is proposing a land swap with the city. The applicant had previously dedicated a chunk of land (pictured below) to the City for a regional detention basin and is now proposing the boundaries of this piece of property be adjusted to reflect the exact placement of the detention basin. Staff finds this generally acceptable but that will need to be approved by the City Council. 5. All park strips will need to be landscaped and have the proper improvements. 6. A will serve letter from the culinary and sanitary water providers has not been provided. A water acknowledgement form has been provided. 7. A note indicating whether or not the property is in a tortoise take area has been provided. 8. Public Works: No comments 9. Power: Developer must fill out construction application for the power department. Developer must provide info as to power needs per unit. Developer must meet with power before proceeding with this project. Power is developed to the north side of 400 N. 10. Sewer: Provide easements of 25' over existing sewer line and an all weather road. 11. Street: Consider a larger visitor parking area. Would like to see 400 N as a "No Parking" area to minimize clutter from garages. 12. Water: No comments. 13. Engineering: Legal description

needs some corrections. How does stormwater currently get in and out of the existing retention basin? 400 N is an existing 56' Public ROW, should continue as a public street. What is the proposed cross-section? It appears this development is dependent on the completion of the rest of Hurricane Heights Townhomes. Where is the proposed inlet and outlet to the eastern detention pond? Additional grading detail should be requested. It's difficult to negotiate elevation differences at property lines without a building setback. Property swap may require a plat amendment to Hurricane Heights Phase 3. Improvements for 700 W, a planned 70' ROW, will be required at this phase. 14. Fire: Need hydrants. Turnaround is okay. Must have secondary access functional. 15. Cable: No comments. 16. Gas: No comments. 17. Water Conservancy: No comments. 18. GIS: No street name needed on private drive. Seconded by Kevin Thomas. Joseph Prete, David Hirschi, Dave Sanders, Doug Heideman, and Kevin Thomas, voting aye. Motion carried unanimously.

8. Consideration and possible approval of a Technical Planning Assistance Program Funds Cooperative Agreement, a funding agreement between Hurricane City and the Utah Department of Transportation for the Hurricane Downtown Master Plan.

Stephen Nelson explained that the City was awarded a grant from the Utah Department of Transportation (UDOT) to fund the downtown master plan. He reported that UDOT has approved the scope of the work. Councilman Prete is concerned about the strings attached. Will the City be obligated to do things that the residents may not want? Mr. Nelson explained that the City is only obligated to do the plan. Councilman Hirschi reiterated that this does not mean that the City fully supports a downtown plan. This indicates that the City is willing to look at the downtown plan. Mr. Nelson reported that this is a City plan, not a UDOT plan. UDOT will have a representative on the Steering committee. Councilman Kevin Thomas, Planning Commissioner Rebecca Bronneman, Stephen Nelson, Fred Resch III, Kaden DeMille, a member of the Chamber of Commerce, UDOT, and a consultant are on the Steering Committee. Dayton Hall reported that paragraph five requires the City Council to adopt the project upon completion or be in the process of adopting the project. Councilman Hirschi would like more residents living in the downtown area on the Steering Committee. Councilman Prete feels there are disadvantages in having too many people living downtown on the committee. The master plan is intended to bless the entire City.

Kevin Thomas motioned to approve the Technical Planning Assistance Program Funds Cooperative Agreement, a funding agreement between Hurricane City and the Utah Department of Transportation for the Hurricane Downtown Master Plan. Seconded by Joseph Prete. Doug Heideman, David Hirschi, Dave Sanders, Kevin Thomas, and Joseph Prete, aye. Motion carried unanimously.

9. Consideration and possible approval of local consent for a Limited Restaurant license for Mountain Mike's Pizza - Nicholas Lauritzen

Councilman Prete noted that he would not vote on the matter; however, he does feel that Nick is a pillar of the community. Nicholas Lauritzen is excited to bring this restaurant to Hurricane City.

Kevin Thomas motioned to approve local consent for a Limited Restaurant license for Mountain Mike's Pizza. Seconded by Dave Sanders. David Hirschi, Dave Sanders, and Kevin Thomas, aye. Joseph Prete and Doug Heideman abstained. Motion carried.

Councilman Prete confirmed that the beer and wine license was approved.

10. Consideration and possible approval of allocating funds to get information out to the public - Nanette Billings

Doug Heideman motioned to table Consideration and possible approval of allocating funds to get information out to the public. Seconded by Kevin Thomas. Joseph Prete, David Hirschi, Doug Heideman, Dave Sanders, and Kevin Thomas, voting aye. Motion carried unanimously.

11. Consideration and possible approval of the renewal of beer licenses - Cindy Beteag

Councilman Prete reported that three of the applicants have an underaged sell violation. He asked if there were consequences for these violations. Mr. Excell that the person who sold the beer is issued a criminal citation, and the violations are reported to Beverage Control.

Joseph Prete motioned to approve the renewal of beer licenses. Seconded by Dave Sanders. David Hirschi, Doug Heideman, Dave Sanders, Kevin Thomas, and Joseph Prete voting aye. Motion carried unanimously.

12. Consideration and possible approval of the annual meeting schedule

David Hirschi motioned to approve the annual meeting schedule. Seconded by Doug Heideman. Kevin Thomas, Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, voting aye. Motion carried unanimously.

13. Consideration and possible approval of Ordinance 2022- amending Title 7, Chapter 7 Events

Dayton Hall explained that staff discussed opening the events ordinance permitting process several weeks ago. He recognizes that this deserves a more in-depth conversation. He suggested continuing the item to allow staff time to prepare a good product.

Doug Heideman motioned to continue Ordinance 2022- amending Title 7, Chapter 7 Events to January 5th. Seconded by Kevin Thomas. Joseph Prete, Dave Sanders, David Hirschi, Doug Heideman, and Kevin Thomas voting aye. Motion carried unanimously.

Closed Meeting held pursuant to Utah Code section 52-4-205

Joseph Prete motioned to go into a closed meeting. Seconded by Kevin Thomas. Motion carried.

Mayor and Council reports

Kaden DeMille explained that the Building Inspector, Stewart Joseph, did not properly place his vehicle in park and consequently ran over his leg and foot. Selwin Lovell reported that Mr. Joseph will be on light duty for at least two weeks.

Doug Heideman motioned to adjourn the meeting. Seconded by Joseph Prete. Motion carried unanimously.

Adjournment: 9:40 p.m.

EXHIBIT C Site Plan

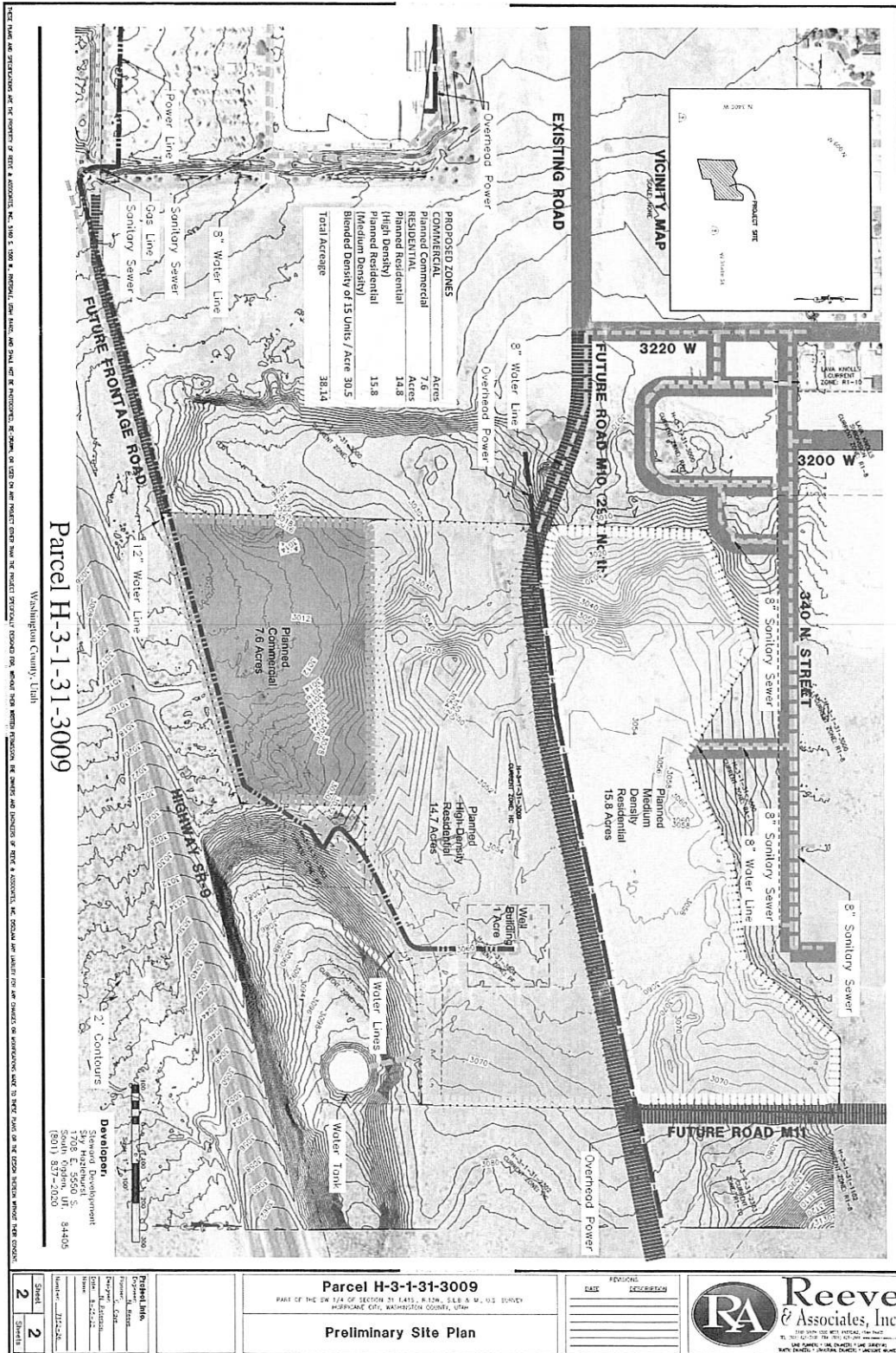


EXHIBIT D

Affordable Housing Requirements

HCC 10-15-8 (E)

2. *Affordable housing.* Projects shall not exceed 17 units an acre for residential areas that reserve ten percent of given units as affordable housing.

a. *Defined.* "Affordable housing" means housing occupied or reserved for occupancy by households with a gross household income equal to or less than 80 percent of the median gross income for households in the county. Housing costs must be affordable based on housing and urban development standards.

b. *Duration and requirements of affordability.*

(1) *Affordable rental unit.* An affordable rental unit shall remain affordable for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a condition of approval of a final site plan, a deed restriction requiring compliance with this section shall be recorded with the county recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.

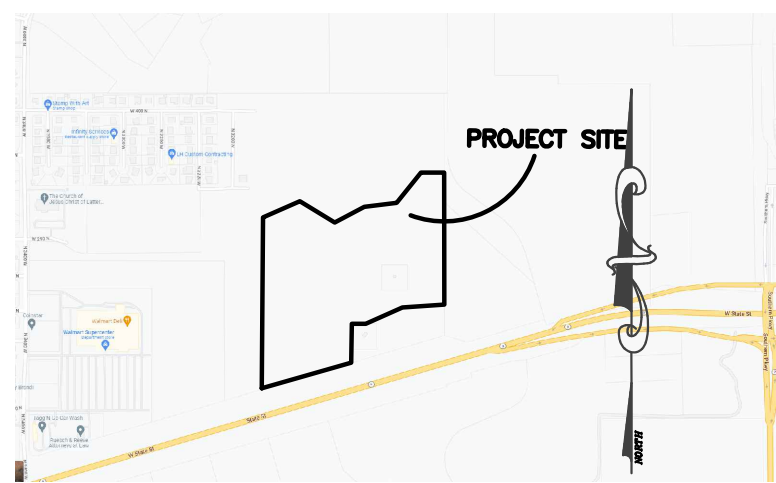
(2) *Affordable ownership unit.* An affordable ownership unit shall be sold only to income-qualified households for a period of 25 years from the time a certificate of occupancy is issued. Prior to or as a condition of approval of a final site plan, a deed restriction requiring compliance with this section shall be recorded with the county recorder, which deed restriction shall run with the land and bind all assigns, heirs, and successors of the applicant.

SkyRim

PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY

HURRICANE CITY, WASHINGTON COUNTY, UTAH

FEBRUARY, 2023

VICINITY MAP
NOT TO SCALE

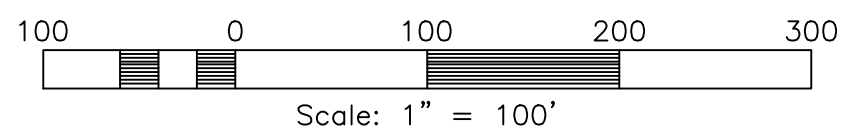
LEGEND

- = SECTION CORNER
- = RIGHT-OF-WAY MONUMENT
- = SET 5/8" REBAR AND CAP STAMPED "REEVE AND ASSOCIATES"
- = FOUND AS SHOWN
- = BOUNDARY LINE
- = ADJOINING PROPERTY
- = TIE LINE
- = LESS AND EXCEPTING RECORD TIE LINE
- = ROAD CENTERLINE
- = EASEMENT
- = EXISTING FENCE
- = WL = WATER LINE
- = PL = POWER LINE
- = BPL = BURIED POWER LINE

= EXISTING BUILDING

= >30% SLOPE

- = WATER VALVE
- = FIRE HYDRANT
- = POWER TRANSFORMER BOX
- = GUY WIRE
- = POWER POLE



SURVEYOR'S NARRATIVE

THIS SURVEY WAS REQUESTED BY STEWARD LAND HOLDINGS FOR TITLE PURPOSES.

BRASS CAP MONUMENT WAS FOUND FOR THE SOUTH QUARTER CORNER; A PIN WITH 'X' WAS FOUND FOR THE SOUTHWEST CORNER; A REBAR AND CAP WAS FOUND AT THE CENTER; AND AN ALUMINUM CAP WAS FOUND FOR THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

A LINE BEARING NORTH 88°52'58" WEST BETWEEN SAID SOUTH QUARTER CORNER AND SOUTHWEST CORNER OF SECTION 31 WAS USED AS THE BASIS OF BEARINGS FOR THIS SURVEY.

A PLAT FOR HURRICANE WAL-MART SUBDIVISION PREPARED BY CLC ASSOCIATES, DATED JUNE 21, 2007, AND RECORDED JULY 3, 2007; A SURVEY PREPARED BY ALPHA ENGINEERING CO. FOR HURRICANE CITY (STRATTON WELLS), DATED FEBRUARY 16, 2000; AND ALTA/ACSM LAND TITLE SURVEY PREPARED BY ALPHA ENGINEERING COMPANY, DATED NOVEMBER 30, 2009, AND FILED DECEMBER 31, 2008 WERE USED AS REFERENCE FOR THIS SURVEY.

BOUNDARIES OF THE PARCELS WERE ESTABLISHED BY INFORMATION OF RECORD AND FOUND EVIDENCE OF OCCUPATION ON THE GROUND. SEVERAL REBARS WITH CAPS SET BY ALPHA ENGINEERING WERE RECOVERED DURING THE FIELD OBSERVATION PORTION OF THIS SURVEY AND WERE HONORED.

PROPERTY CORNERS NOT FOUND ARE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES". ALL FRONT LOT CORNERS WERE SET WITH A LEAD PLUG IN THE TOP BACK OF CURB AT THE EXTENSION OF THE SIDE LOT LINES.

EXCEPTIONS TO COVERAGE

ISSUED BY REAL ADVANTAGE TITLE INSURANCE COMPANY: COMMITMENT NO. 22-13655-RM, SCHEDULE B, PART II, DATED JULY 25, 2022:

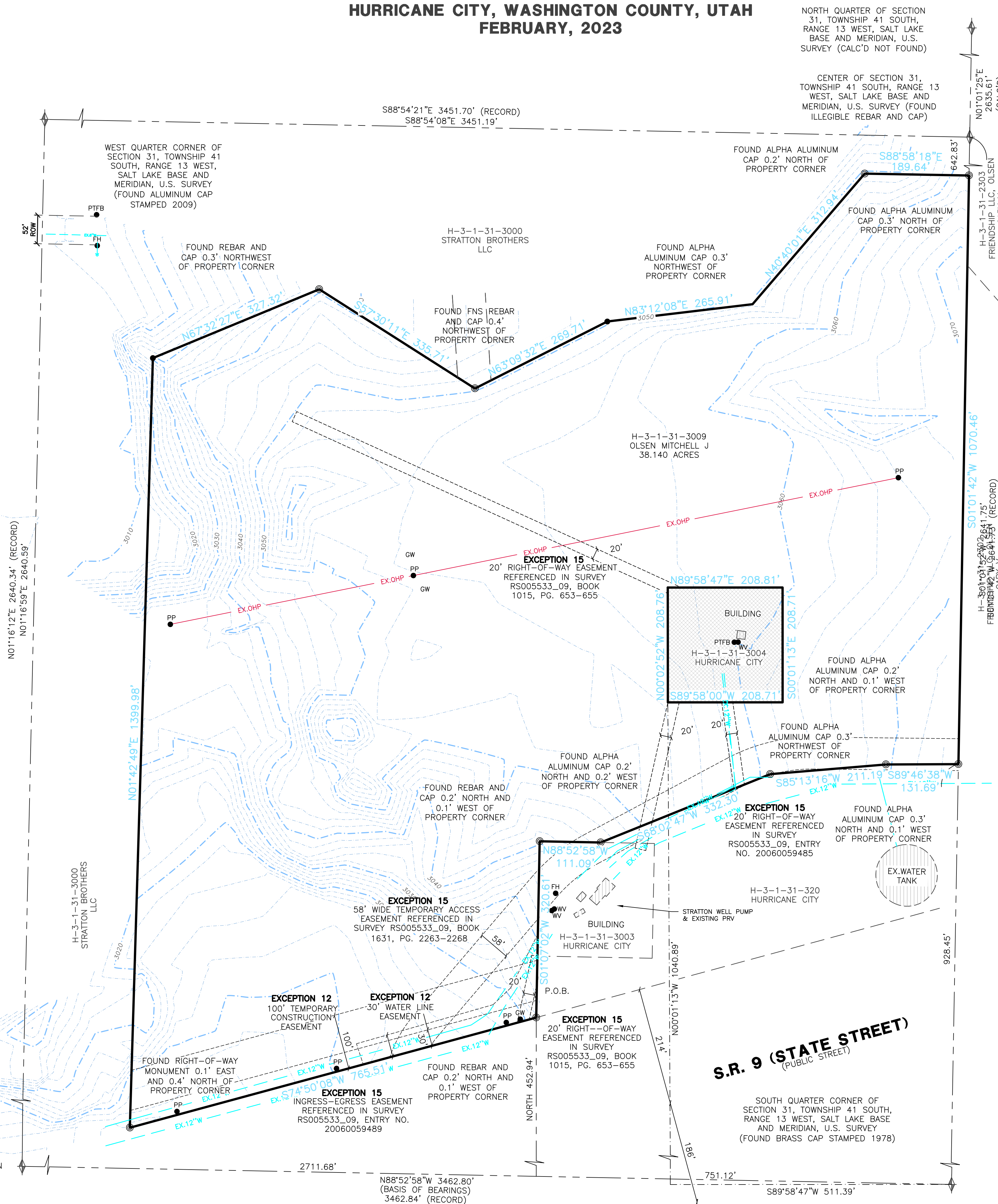
EXCEPTIONS #1-11 AND #13, 14, AND 16-19 ARE NOT SURVEY ITEMS AND CANNOT BE PLOTTED GRAPHICALLY.

11. SUBJECT TO ALL EXISTING ROADS, STREETS, ALLEYS, DITCHES, RESERVOIRS, UTILITIES, CANALS, PIPE LINES, POWER, TELEPHONE, SEWER, GAS OR WATER LINES, AND RIGHT OF WAY AND EASEMENTS THEREOF. (SURVEYOR'S NOTE: ALL VISIBLE UTILITIES SHOWN ON SURVEY)

12. GRANT OF EASEMENT AND/OR RIGHT-OF-WAY AND THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED THEREIN: IN FAVOR OF: HURRICANE CITY, A UTAH MUNICIPAL CORPORATION
RECORDED: 7/10/2019
ENTRY NO.: 20190027165
(SURVEYOR'S NOTE: 30' WATER LINE EASEMENT AND 100' TEMPORARY CONSTRUCTION EASEMENT SHOWN ON SURVEY)

15. SUBJECT TO THE FOLLOWING MATTERS REFERENCED ON THAT CERTAIN SURVEY PREPARED AS JOB NO. 5533-09, BY SCOTT P. WOOLSEY, LICENSE NO. 174919
(SURVEYOR'S NOTE: A 58' TEMPORARY ACCESS EASEMENT, AN INGRESS-EGRESS EASEMENT, AND FOUR (4) 20' RIGHT-OF-WAY EASEMENTS SHOWN ON SURVEY)

SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND PIN WITH X)



NORTH QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (CALC'D NOT FOUND)

CENTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND ILLEGIBLE REBAR AND CAP)

FOUND ALPHA ALUMINUM CAP 0.2" NORTH OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTH OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND FNS (REBAR AND CAP 0.4" NORTHWEST OF PROPERTY CORNER

FOUND REBAR AND CAP 0.3" NORTHWEST OF PROPERTY CORNER

WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY (FOUND ALUMINUM CAP STAMPED 2009)

H-3-1-31-3000 STRATTON BROTHERS LLC

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

FOUND ALPHA ALUMINUM CAP 0.3" NORTHWEST OF PROPERTY CORNER

DESCRIPTION FROM TITLE REPORT

ISSUED BY REAL ADVANTAGE TITLE INSURANCE COMPANY: COMMITMENT NO. 22-13655-RM, DATED JULY 25, 2022:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF WASHINGTON, STATE OF UTAH, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 88°52'58" WEST ALONG THE SECTION LINE A DISTANCE OF 751.16 FEET; THENCE NORTH, A DISTANCE OF 452.94 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF HIGHWAY SR-9; THENCE SOUTH 74°50'08" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 765.51 FEET; THENCE NORTH 01°42'49" EAST, A DISTANCE OF 1399.98 FEET; THENCE NORTH 67°32'27" EAST A DISTANCE OF 327.32 FEET; THENCE SOUTH 57°30'11" EAST, A DISTANCE OF 335.71, FEET; THENCE NORTH 63°09'32" EAST, A DISTANCE OF 269.71 FEET; THENCE NORTH 83°12'08" EAST, A DISTANCE OF 265.91 FEET; THENCE NORTH 40°40'01" EAST, A DISTANCE OF 312.94 FEET; THENCE SOUTH 88°58'18" EAST, A DISTANCE OF 189.64 FEET, TO A POINT ON THE CENTER SECTION LINE OF SAID SECTION 31; THENCE SOUTH 01°01'42" WEST, ALONG SAID LINE A DISTANCE OF 1070.46 FEET; THENCE SOUTH 89°46'38" WEST, A DISTANCE OF 131.69 FEET; THENCE SOUTH 85°13'16" WEST, A DISTANCE OF 211.19 FEET; THENCE SOUTH 68°02'47" WEST, A DISTANCE OF 332.30 FEET; THENCE NORTH 88°52'58" WEST A DISTANCE OF 111.09 FEET; THENCE SOUTH 01°07'02" WEST A DISTANCE OF 320.61 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°58'47" WEST A DISTANCE OF 511.39 FEET; THENCE NORTH 00°01'13" WEST A DISTANCE OF 1040.89 FEET TO THE SOUTHWEST CORNER OF AN EXISTING 1 ACRE WELL SITE PARCEL, AND THE POINT OF BEGINNING; THENCE NORTH 00°01'13" WEST A DISTANCE OF 208.71 FEET; THENCE NORTH 89°58'47" EAST A DISTANCE OF 208.81 FEET; THENCE SOUTH 00°01'13" EAST A DISTANCE OF 208.71 FEET; THENCE SOUTH 89°58'47" WEST A DISTANCE OF 208.71 FEET TO THE POINT OF BEGINNING.

FLOOD ZONE CLASSIFICATION

THE SUBJECT PROPERTY IS LOCATED WITHIN ZONE X (UNSHADED) PER FEMA FLOOD INSURANCE RATE MAP FOR WASHINGTON COUNTY, UTAH, AND INCORPORATED AREAS. MAP NO. 49053C0840G, EFFECTIVE DATE 04-02-2009. ZONE X (UNSHADED) IS DEFINED AS "AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

BENCHMARK

TOP OF BRASS CAP FOR THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
VERTICAL DATUM 2974.23' (SURVEYED ELEVATION, STATIC GPS)

NOTES

NO ADDRESS OF SUBJECT PROPERTY PROVIDED TO THE SURVEYOR BY THE CLIENT. (SEE TABLE A, ITEM 2)

NO ZONING REPORT OR LETTER WAS PROVIDED TO THE SURVEYOR BY THE CLIENT. (SEE TABLE A, ITEM 6)

NO STRUCTURES ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PROPERTY. (SEE TABLE A, ITEM 7)

NO PARKING LOTS, SIGNS, BILLBOARDS, SWIMMING POOLS, LANDSCAPE AREAS, OR SUBSTANTIAL AREAS OF REFUSE ARE FOUND WITHIN THE BOUNDARIES OF SUBJECT PROPERTY. (SEE TABLE A, ITEM 8)

THERE WERE 0 MARKED PARKING STALLS OBSERVED AND 0 MARKED ADA PARKING STALLS ON SITE AT TIME OF SURVEY. (SEE TABLE A, ITEM 9)

UTILITIES SHOWN ON THIS SURVEY ARE BASED ON PLANS AND/OR REPORTS PROVIDED BY THE CLIENT OR FROM THE VARIOUS UTILITY AGENCIES, OR MARKINGS COORDINATED BY THE SURVEYOR PURSUANT TO A PRIVATE UTILITY LOCATE REQUEST. THIS INFORMATION IS NOT TO BE RELIED ON AS ACCURATE OR EXACT. THE LOCAL UTILITY LOCATION COMPANY SHOULD BE CONTACTED PRIOR TO ANY CONSTRUCTION OR EXCAVATION. INFORMATION FROM THE SOURCES INDICATED ABOVE WILL BE COMBINED WITH OBSERVED EVIDENCE OF UTILITIES PURSUANT TO SECTION 5.E.IV. OF THE MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION MAY BE NECESSARY. (SEE TABLE A, ITEM 11)

NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK. (SEE TABLE A, ITEM 16)

THERE IS NO EVIDENCE OF ANY CHANGE OF RIGHT-OF-WAY OR EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS OBSERVED IN THE PROCESS OF CONDUCTING THIS SURVEY. (SEE TABLE A, ITEM 17)

Developer Contact:

Sky Hazlehurst
Steward Development
1708 East 5550 South
South Ogden, UT. 74405
PH: (801) 837-2020

Project Contact:

Nate Reeve
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100



REVISIONS	DESCRIPTION
DATE	

SkyRim	PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
Preliminary Plat	HURRICANE CITY, WASHINGTON COUNTY, UTAH
Existing Conditions	

Project Info.

PLANNER:	C.CAVE
Designer:	J.MEYERS
Begin Date:	2-6-2023
Name:	SKYRIM
PRELIMINARY PLAT	
Scale:	1"=100'
Checked:	
Number:	7152-26

Sheet	3
1	Sheets



ASH CREEK SPECIAL SERVICE DISTRICT APPROVAL

THE HEREON SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION IN THIS OFFICE THIS ____ DAY OF _____, 20__.

ASH CREEK SPECIAL SERVICE DISTRICT

APPROVAL OF PLANNING COMMISSION

ON THIS ____ DAY OF _____, 20__, THE PLANNING COMMISSION CHAIRMAN OF HURRICANE, REVIEWED THE ABOVE SUBDIVISION AND RECOMMENDED SAME FOR ACCEPTANCE BY THE CITY.

HURRICANE CITY PLANNING COMMISSION CHAIRPERSON

APPROVAL AND ACCEPTANCE BY HURRICANE CITY

WE THE CITY OF HURRICANE, HAVE REVIEWED THE ABOVE PLAT AND HEREBY ACCEPT SAID PLAT WITH ALL COMMITMENTS AND ALL OBLIGATIONS PERTAINING THERETO, THIS ____ DAY OF _____, 20__.

ATTEST: CITY RECORDER HURRICANE, UTAH JOHN W. BRAMALL, MAYOR HURRICANE, UTAH

WASHINGTON COUNTY RECORDER

TREASURER APPROVAL

I, WASHINGTON COUNTY TREASURER, CERTIFY ON THIS ____ DAY OF _____, 20__, THAT ALL TAXES, SPECIAL ASSESSMENTS, AND FEES DUE AND OWING ON THIS SUBDIVISION FINAL PLAT HAVE BEEN PAID IN FULL.

WASHINGTON COUNTY TREASURER

ENGINEER'S APPROVAL

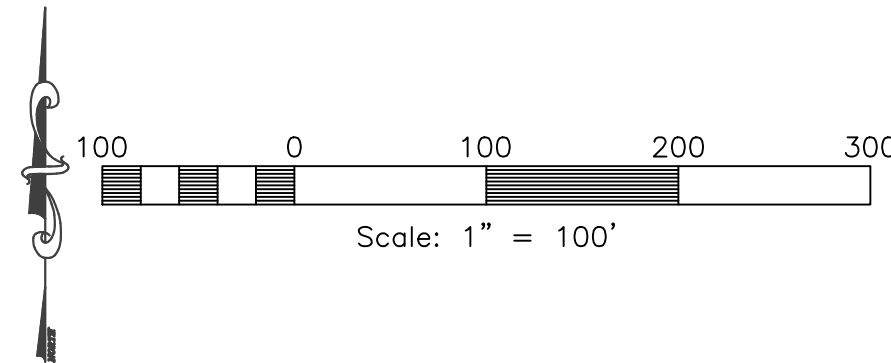
THE ABOVE SUBDIVISION HAS BEEN REVIEWED AND IS APPROVED IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE THIS ____ DAY OF _____, 20__.

HURRICANE CITY ENGINEER

APPROVAL AS TO FORM

APPROVED AS TO FORM THIS ____ DAY OF _____, 20__.

HURRICANE CITY ATTORNEY



Developer Contact:
Sky Hazlehurst
Steward Development
1708 East 5550 South
South Ogden, UT. 74405
PH: (801) 837-2020

Project Contact:
Nate Reeve
Reeve & Associates, Inc.
5160 South 1500 West
Rivdale, Utah, 84405
PH:(801) 621-3100



REVISIONS	DATE	DESCRIPTION

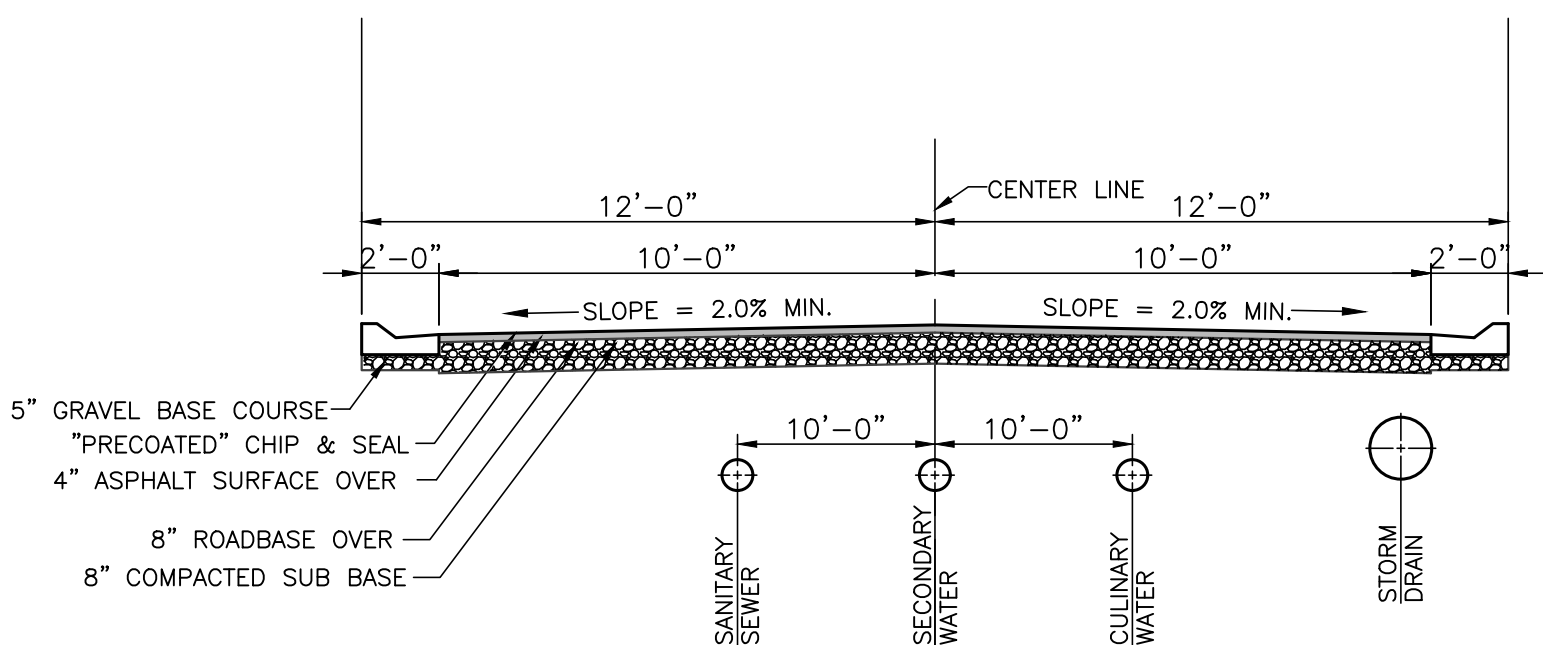
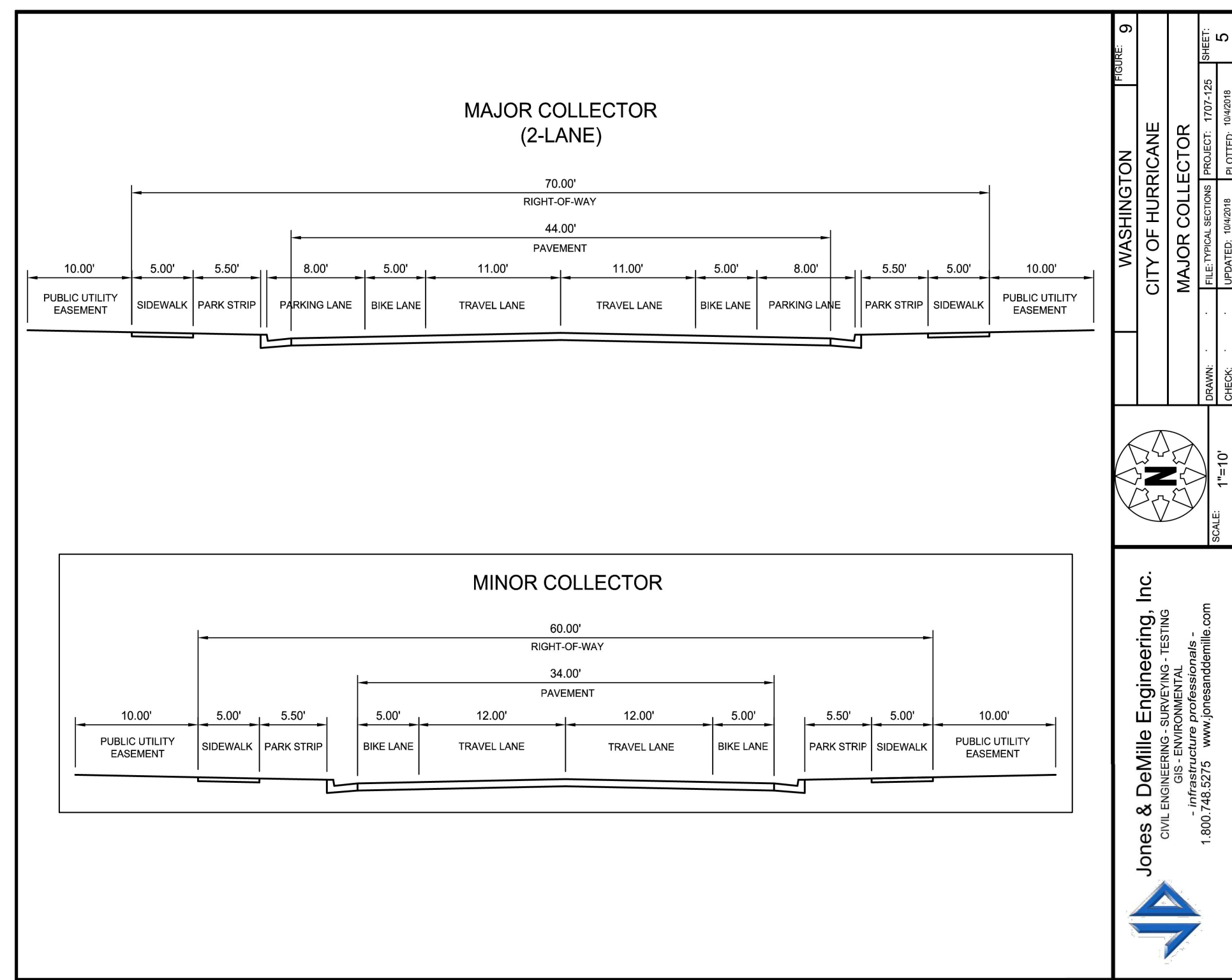
SkyRim
PART OF THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 41 NORTH, RANGE 12 EAST & 13 EAST, U.S. SURVEY
HURRICANE CITY, WASHINGTON COUNTY, UTAH

Preliminary Plat
Subdivision

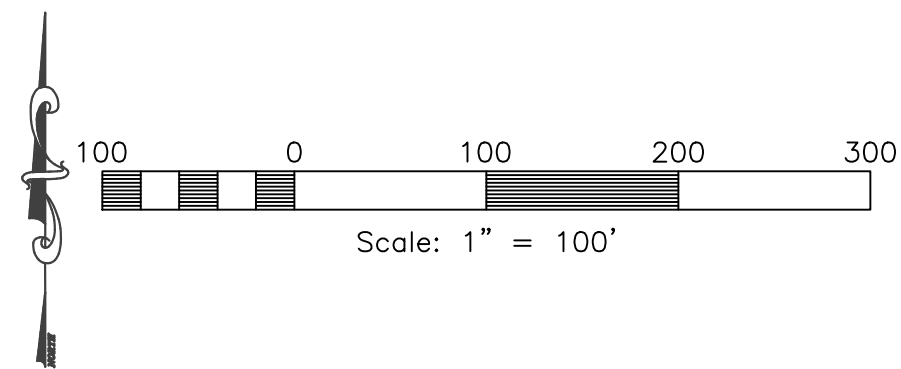
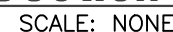
Project Info.
PLANNER: C.CAVE
Designer: J.MEYERS
Begin Date: 2-6-2023
Name: SKYRIM
PRELIMINARY PLAT
Scale: 1"=100'
Checked: _____
Number: 7152-26

Sheet	3
2	Sheets

OVERALL PARCEL AREA:	1,661,360 S.F. (38.15 ACRES)
ROW AREA	214,588
<u>TOTAL RESIDENTIAL</u>	519 DWELLINGS
<u>SINGLE FAMILY LOTS</u>	15 LOTS
<u>TOWN HOMES</u>	129 DWELLINGS 2 CAR GARAGE PER UNIT 2 CAR DRIVEWAY PER UNIT 33 VISITOR STALLS
<u>APARTMENT EAST</u>	
UNITS	144 UNITS
PARKING	290 STALLS (1 COVERED/UNIT (24 GARAGE) (4 EV CHARGING) 1.8 PER UNIT 33 PARKING STALLS FOR PARKING 61 - 10x10 STORAGE
<u>APARTMENT WEST</u>	
UNITS	228 UNITS
PARKING	409 STALLS (1 COVERED/UNIT (35 GARAGE) (4 EV CHARGING) 1.8 PER UNIT 38 - 10x10 STORAGE
<u>COMMERCIAL BUILDINGS</u>	4- 10,000 S.F. 1- 6,419 1- 20,000 S.F.
309 PARKING STALLS	



Street Section (Private)
SCALE: NONE



Sky Hazlehurst
Steward Development
1708 East 5550 South
South Ogden, UT. 74405
PH: (801) 837-2020

Nate Reeve
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

[illegible]

SkyRim

PART OF THE SOUTHWEST QUARTER OF SECTION 31,
TOWNSHIP 41 NORTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY
HURRICANE CITY, WASHINGTON COUNTY, UTAH

Preliminary Plat Proposed Plan

PLANNER: C.CAVE

Designer: J.MEYERS

Begin Date: 2-6-2023

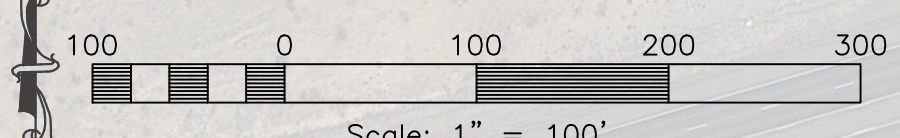
Name: SKYRIM
PRELIMINARY PLAT

Scale: 1"=100'

Checked:

Number: 7152-26

Sheet	3
3	Sheets



MAJOR COLLECTOR (2-LANE)

70.00' RIGHT-OF-WAY
44.00' PAVEMENT

10.00' 5.00' 5.50' 8.00' 5.00' 11.00' 11.00' 5.00' 8.00' 5.50' 5.00' 10.00'

PUBLIC UTILITY EASEMENT SIDEWALK PARK STRIP PARKING LANE BIKE LANE TRAVEL LANE TRAVEL LANE BIKE LANE PARKING LANE PARK STRIP SIDEWALK PUBLIC UTILITY EASEMENT

MINOR COLLECTOR

60.00' RIGHT-OF-WAY
34.00' PAVEMENT

10.00' 5.00' 5.50' 5.00' 12.00' 12.00' 5.00' 5.50' 5.00' 10.00'

PUBLIC UTILITY EASEMENT SIDEWALK PARK STRIP BIKE LANE TRAVEL LANE TRAVEL LANE BIKE LANE PARK STRIP SIDEWALK PUBLIC UTILITY EASEMENT

[illegible]

REVISIONS	
DATE	DESCRIPTION

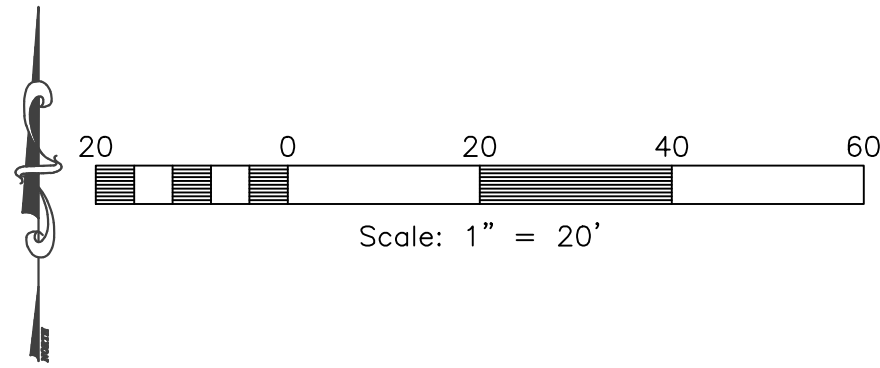
SkyRim Development SR-9

HURRICANE CITY, WASHINGTON COUNTY, UTAH

Preliminary Site Plan



Engineer: J. NATE REEVE, P.E.
 Drafter: J. MEYERS
 Begin Date: JAN 2023
 Name: HURRICANE
 SR-9
 Number: 7152-26



Project Contact:
Nate Reeve
Reeve & Associates, Inc.
5160 South 1500 West
Riverdale, Utah, 84405
PH:(801) 621-3100

Reeve & Associates, Inc.

5160 SOUTH 1500 WEST, RIVERDALE, UTAH 84405

TEL: (801) 621-3100

WWW.REEVE.CO

LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS

TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

RA

Reeve & Associates, Inc.

REVISIONS	DATE	DESCRIPTION

SkyRim Development

SR-9

HURRICANE CITY, WASHINGTON COUNTY, UTAH

PARK CONCEPT

REGISTERED PROFESSIONAL ENGINEER

375328

J. NATE REEVE

STATE OF UTAH

Project Info.

Engineer:
J. NATE REEVE, P.E.

Drafter:
J. MEYERS

Begin Date:
JAN 2023

Name:
HURRICANE SR-9

Number:
7152-26

2

Total Sheets

Page 285 of 374

LANGUAGE FOR WILL SERVE LETTERS WHEN INFRASTRUCTURE IS IN THE AREA

[Date] March 8, 2023

To Whom It May Concern:

Steward Land Holdings and/or Assigns (the "Developer") has requested a culinary water will serve letter for the subdivision known as Skyrim, located at approximately 3000 W State Street (Parcel/lot # H-3-1-31-3009) 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 536 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



Sky Rim Development

Water ERC & Daily Demand Calculations

3/9/2023 KHH

Residence Type	Count	ERC	GPD
Single Family Lot ¹	15	15	12000
Town Homes ¹	132	132	105600
Apartments ¹	372	372	297600
7 Building Commercial (sf) ²	76,419	5.4	4347
Clubhouse w/Pool ³	3	11.8	9470

Indoor Water Total	429017 gpd
Total ERC	536.3 ERC

1) Residential water indoor daily demands are calculated at 800 gpd/connection per Utah R309-510 Table 1. Single family lots, town homes, and apartments are each considered as 1 ERC. (1 ERC=800 gpd)

2) Commercial water indoor daily demands are calculated according to Utah R309-510 Table 2 for retail (store) use, with an assumed 1 employee per 1,000 s.f. of commercial space and 1 public bathroom per commercial building. Flows are 11 gpd per employee and 500 gpd per public restroom.

3) Clubhouse and pool water daily demands are calculated according to Utah R309-510 Table 2 for swimming pool use with the formula: *Peak Day Demand* = $20 \times (\text{water area}/30) + \text{deck area}$, *Water area* = 2640, *deck area* = 7710



From: Steward Land Company
Brad Brown, Managing Partner
1708 E. 5550 S. STE 18 Ogden, UT 84403
O: 801.590.0980 M: 801.309.0399
StewardLand.com

To: Hurricane City
147 N 870 W
Hurricane, UT 84737

March 1, 2023

Dear Hurricane City,

We recently submitted an application for a development project called SkyRim which is located approximately 3000 W State Street, Hurricane (about 1,000 feet northeast of Walmart). The proposed development is within the Planned Commercial zone and includes a combination of single-family homes, townhomes, apartments, and commercial.

Within the boundary of the development is a one-acre property owned by the City (see Site Plan). The one-acre property is used for a well and pump house. As we have discussed several times with the City, we would like to propose to the City that part of the one-acre property be used as a public park that would be combined with the adjacent property from the SkyRim development.

The proposed development would pay for the construction of the following public facilities (see concept included in site plan):

- Pickleball courts
- Grass or play area
- Playground
- Pavilion
- Landscaping
- Parking
- Bathroom

We're anticipating that the total cost of the amenities could be in the range of \$200,000, which would be a direct benefit to the City residents and contribute to the park system.

A secure fence around the pump house would be installed to provide security, access, and protection of valuable water infrastructure.

The park would be open to public access and use on both private and City land. We're open to discussing how the maintenance of the park would be handled either entirely by the development/HOA, by the City, or in some other partnership. As we have discussed, we believe this would be a great resource for both current and future residents of Hurricane City. We expect that as we work through the logistics of this proposal that it would be finalized in a development agreement.

Thank you for your consideration.

Sincerely, Brad Brown

Stratton Brothers LLC

42 S 850 W - Hurricane, UT 84737

Phone (435) 635-2628

11/03/2022

To whom it may concern.

Steward Land Company - Hurricane Project at 3100 W SR-9

~~Interstate Rock~~
^{Stratton Brothers}
has been in discussions with Steward Land Company with regards to their project at 3100 W SR-9. We own, and are in the process of developing, the property to the North and to the West of their property. We are aware of their plans and we are supportive of the plan they are currently designing. We feel that their development and our development will be synergistic and will be a positive addition to the community.

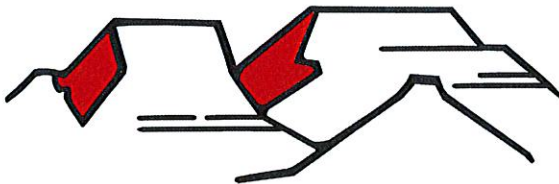
As our properties are contiguous, and both are mostly undeveloped, there will be coordination and cooperation between Stratton Brothers and Steward, in terms of site planning, access points, and infrastructure.

We have agreed to coordinate cross access as needed between our property and Steward's property at a minimum, three locations, namely, 290 North as already defined, a frontage road connection across our property to the Walmart Parcel, and at least one connection to the North connecting our projects. These accesses will be formalized when appropriate – when site plans are coordinated and road locations are finalized.

Sincerely,



Craig Stratton



HURRICANE CITY

UTAH

ACKNOWLEDGEMENT OF WATER SUPPLY

I/We, Brad Brown am/are the applicant(s) of the application known as Skyrim located on parcel(s) H-3-1-31-3009 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: Brad Brown

Name of Signer (if different from Applicant Name): _____

Title of Signer: Managing Partner

Signature: _____

STATE OF Utah

COUNTY OF Weber

On the 28th day of February, 2023, personally appeared before me Brad Brown, 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: 3-15-2026



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)



Solutions you can build on™

Water Network Distribution Study

Sky Rim Development– Hurricane City, UT

Submitted to:

Hurricane City Public Works
Water & Irrigation Department
147 N 870 W
Hurricane, UT 84737



Prepared by:

Reeve & Associates, Inc.

5160 South 1500 West

Riverdale, UT 84405

801.621.3100

www.reeve.co

Prepared: March 2023

Reeve Job No.: 7152-26



March 9, 2023

Hurricane City Public Works
Water & Irrigation Department
147 N 870 W
Hurricane, UT 84737

Sky Rim Development

As per city requirements, Reeve and Associates is submitting this report of the pressure water network study and results for the proposed Sky Rim Development along the north side of SR-9 west of the Southern Parkway interchange in Hurricane, Utah.

A hydraulic analysis for the proposed site layout using design requirements as determined by the Hurricane City Standards for Design Construction was performed. From this information a suitable culinary water distribution system design has been completed. Information has been obtained from the city providing the available pressure zones and approximate connection locations to the existing system.

The following report outlines the objectives and procedures followed to determine the performance of the pressure network as designed. This report also demonstrates the proposed design has the required capacity for the fire flow event.

If you have any questions, or we can be of further assistance, please let us know.
Sincerely,

Nate Reeve, P.E.
Principal Engineer
Reeve & Associates, Inc.
nate@reeve.co

Kenneth Hunter, P.E.
Project Engineer
Reeve & Associates, Inc.
ken@reeve.co



Solutions you can build on™

Table of Contents

Water Network Distribution Study

Sky Rim Development– Hurricane, UT

Item	Section
Introduction and Property Description	1
Pressure System Description	2
Hydraulic Analysis	3
Summary and Conclusion	4



1.0 Introduction

1.1 Project Background and Location

Per city requirements, Reeve & Associates has prepared the following Water Network Distribution Study Report for the proposed Sky Rim Development. This report has been prepared for the full buildout of the project.

The project site is located on the north side of SR-9 near the existing water well and water storage tank in Township 41 south, Range 13 west, Section 31, Salt Lake Base and Meridian in Hurricane Utah. The site is bordered to the south by SR-9, and the city property containing water system facilities, and on the west, north and east by currently undeveloped property. The property to the north and along part of the west are currently being developed as part of the Villas at Lava Knolls development. Figure #1 contains a general location map showing the proposed location and surrounding properties.

1.2 Property Description

The existing site is currently an undeveloped lot consisting of 39.15 acres. An area of 4.93 acres will be taken from this total for ROW dedication. The proposed site improvements consist of 15 single family lots, 132 townhomes, 372 apartment units across 9 apartment complex buildings, 3 clubhouse buildings with pools, and seven commercial buildings with a total of 76,419 s.f. There is a total of 519 residential dwellings planned. Paved parking, roads, drive aisles, driveways and sidewalks are included throughout the project. A number of storage units and garages are also proposed to serve the apartments, that have no utility connections. The existing well house area will be maintained and fenced, with maintenance access provided.

The water system is designed to connect to the existing system and loop through the property. Further discussion on the design of the system is contained in section 2.2.

Figure #1
Vicinity Map – Sky Rim Development



2.0 Pressure System Description

2.1 Existing Conditions

As the site is currently undeveloped, there is not currently culinary water service improvements on the site, however various water system facilities are located nearby on the city parcel and within the project site itself. This includes the well house, storage tank, and treatment building. An existing 12" culinary water main line is located within a water easement across the south commercial area. This water main is located on a higher pressure zone than the site-adjacent tank. Two additional water connections are/will be available for the project due to the Villas at Lava Knolls improvements. These are from 290 North to the west and to 340 North to the north. Both of these lines are 8" are will be located on the same pressure zone as the 12" line.

2.2 Proposed Distribution System Description

To serve the property, it is proposed that a loop connection be made from the 12" line on the south to the 8" lines to the north and west. A water line will also be extended to the

property boundary along additional roads to allow for future connections. Service connections and fire hydrants will connect directly to the mains throughout the project. A water model has been prepared for the site with the water layout and demands. Valves, fittings, meters, etc. as required will be installed on-site per the approved construction plans and are not included in this model.

3.0 Hydraulic Analysis

3.1 Hydraulic Criteria

In order for the water design to be considered adequate, minimum pressures for the water network design have been applied to the model. Under fire flow and peak instantaneous flow conditions, a minimum 20 psi static pressure is required to be maintained. A minimum of 40 psi is required to be maintained under normal peak hour conditions without fire flow. The existing pressure zone connection is at 3200’.

3.2 Equivalent Residential Connections (ERC)

Calculations for the total development ERC have been completed. Single family lots, town homes and apartments all count as 1 ERC each. The clubhouse and commercial buildings have been calculated according to Utah Rule 309-510 Table 2. While the commercial building tenants have yet to be determined, the uses are expected to be retail. The development has a total of 536.3 ERC. A table with the ERC and gallons per day requirements is included in the appendix, with flow demands for use in the water model discussed in section 3.3.

3.3 Flow Demands

Flow demands for the project were determined utilizing Table 510-1 of Utah Rule 309-510. The average daily flow per equivalent residential connection is listed as 400 gal/day corresponding to a flow rate of 0.28 gpm. The peak day demand is 800 gal/day or 0.56 gpm, also used as the peak instantaneous demand. These flows apply to the individual single-family lots and the townhome units. The site contains three sizes of apartment building of 24, 36, and 48 units. These represent rates of 6.67 gpm, 10.00 gpm, and 13.33 gpm for average flows, and 13.33 gpm, 20.00 gpm, and 26.67 gpm for peak instantaneous demand per building respectively. The club house demands have been calculated using Utah Rule 309-510 Table 2, Note 4 and are included in the ERC table. The daily demands translate to an average flow rate of 1.10 gpm and peak flows of 2.19 gpm per clubhouse, which includes pool demands. Commercial demands are calculated per Utah Rule 309-510 Table 2 and included in the ERC table with an assumed 1 employee per 1,000 s.f. of commercial area, and one public restroom each. Flows translate to 0.20 gpm average flow and 0.40 gpm peak flow per 10,000 s.f. of commercial area. Irrigation is anticipated to be used in limited capacity across the development with predominately desert landscaping. As such, a peak irrigation flow of 50 gpm was applied centrally in the model near the planned pickleball court area.

3.4 Fire Flows

Fire flow demands were determined per IFC Table B105.1(1) & B105.1(2). The largest building type is the 48-unit 3 story apartment building at 51,660 s.f. The apartment buildings will be constructed as type V-A construction and sprinkled allowing half of the flow value given in the table for a requirement of 2,000 gpm. The townhomes and single family lots have a fire flow requirement of 1,000 gpm.

3.5 Results

Pipe flows and junction pressures were modeled under three conditions: average daily, peak instantaneous, and peak instantaneous with fire flow. The analysis was completed using Bentley WaterCAD CONNECT Edition.

The analysis uses the pressure zone elevation of 3200' at the connection per the information received from the city water department. Hydrant locations have not been included on the model. Instead, fire flows have been applied at all the junctions in the model during the fire flow model run. This allows the lowest pressures at each junction to be shown regardless of where hydrants are placed with the final design. Junction elevations have been set based on a consistent vertical offset from the existing ground surface elevation. The final grading design will involve mass grading of the site, which will lower the highest junction elevations that result in the lowest modeled pressures. As such, the pressures at the highest elevation junctions are conservative.

A diagram provided in the appendix provides a schematic view of the system with labels for ease in identifying the various system components. A reservoir component was used at the common connection point of the system loop to simulate the connection to the system. It is assumed adequate water storage is provided by the existing 12" pipe system and tank to supply the property and the fire flow, and that any potential issues with the system overall volume capacity will be identified by the city.

Results are presented in the appendix. Pressures are maintained above the design limits required.

4.0 Summary and Conclusion

As laid out within this report the pressure water network and available pressure at the site are sufficient for the required demands. In addition, pressures in the system are maintained above the 20 psi required during fire flow conditions and 40 psi for average conditions. Hydrants placed as required will not significantly impact the results as the fire flow has been applied throughout all the model junctions.

Therefore, it is concluded the proposed design should be permitted per the information contained in this report.

Appendix





Sky Rim Development

Water ERC & Daily Demand Calculations

3/9/2023 KHH

Residence Type	Count	ERC	GPD
Single Family Lot ¹	15	15	12000
Town Homes ¹	132	132	105600
Apartments ¹	372	372	297600
7 Building Commercial (sf) ²	76,419	5.4	4347
Clubhouse w/Pool ³	3	11.8	9470

Indoor Water Total	429017 gpd
Total ERC	536.3 ERC

1) Residential water indoor daily demands are calculated at 800 gpd/connection per Utah R309-510 Table 1. Single family lots, town homes, and apartments are each considered as 1 ERC. (1 ERC=800 gpd)

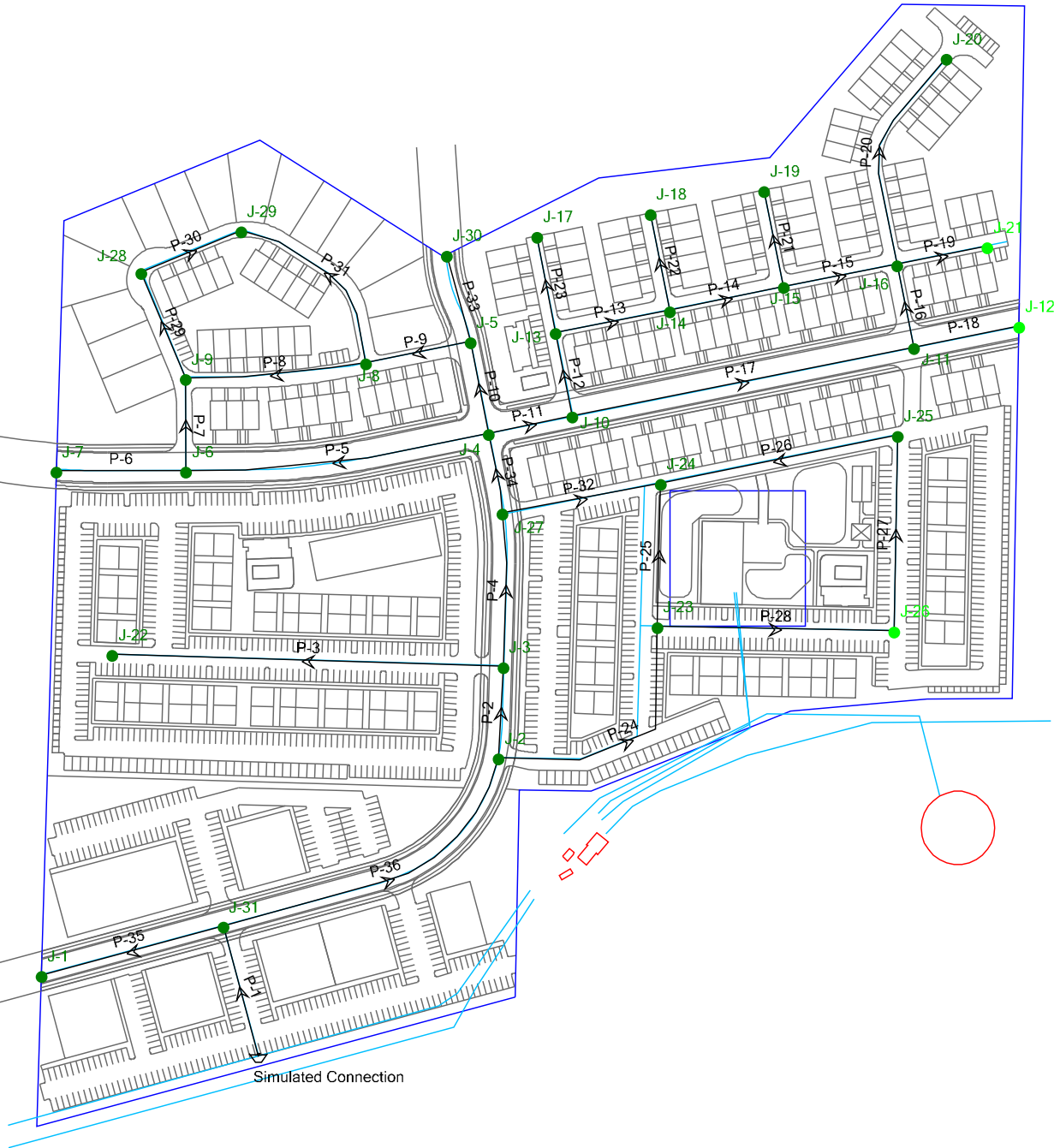
2) Commercial water indoor daily demands are calculated according to Utah R309-510 Table 2 for retail (store) use, with an assumed 1 employee per 1,000 s.f. of commercial space and 1 public bathroom per commercial building. Flows are 11 gpd per employee and 500 gpd per public restroom.

3) Clubhouse and pool water daily demands are calculated according to Utah R309-510 Table 2 for swimming pool use with the formula: *Peak Day Demand* = 20 x (water area/30)+ deck area, Water area = 2640, deck area = 7710

	Average Demands	Peak Demands
Single Family Lot	0.28	0.56
3 Unit Townhome	0.84	1.68
4 Unit Townhome	1.12	2.24
5 Unit Townhome	1.40	2.80
6 Unit Townhome	1.68	3.36
7 Unit Townhome	1.96	3.92
Clubhouse w/Pool	1.10	2.19
24 Unit Apartment	6.67	13.33
36 Unit Apartment	10.00	20.00
48 Unit Apartment	13.33	26.67
Commercial 6,419 s.f.	0.13	0.26
Commercial 10,000 s.f.	0.20	0.40
Commercial 20,000 s.f.	0.40	0.80

Scenario: Average Daily Flow

Color Coding Legend	
Junction: Pressure (psi)	
●	≤ 20
●	≤ 40
●	≤ 60
●	≤ 90
●	Other



FlexTable: Junction Table Average Flow

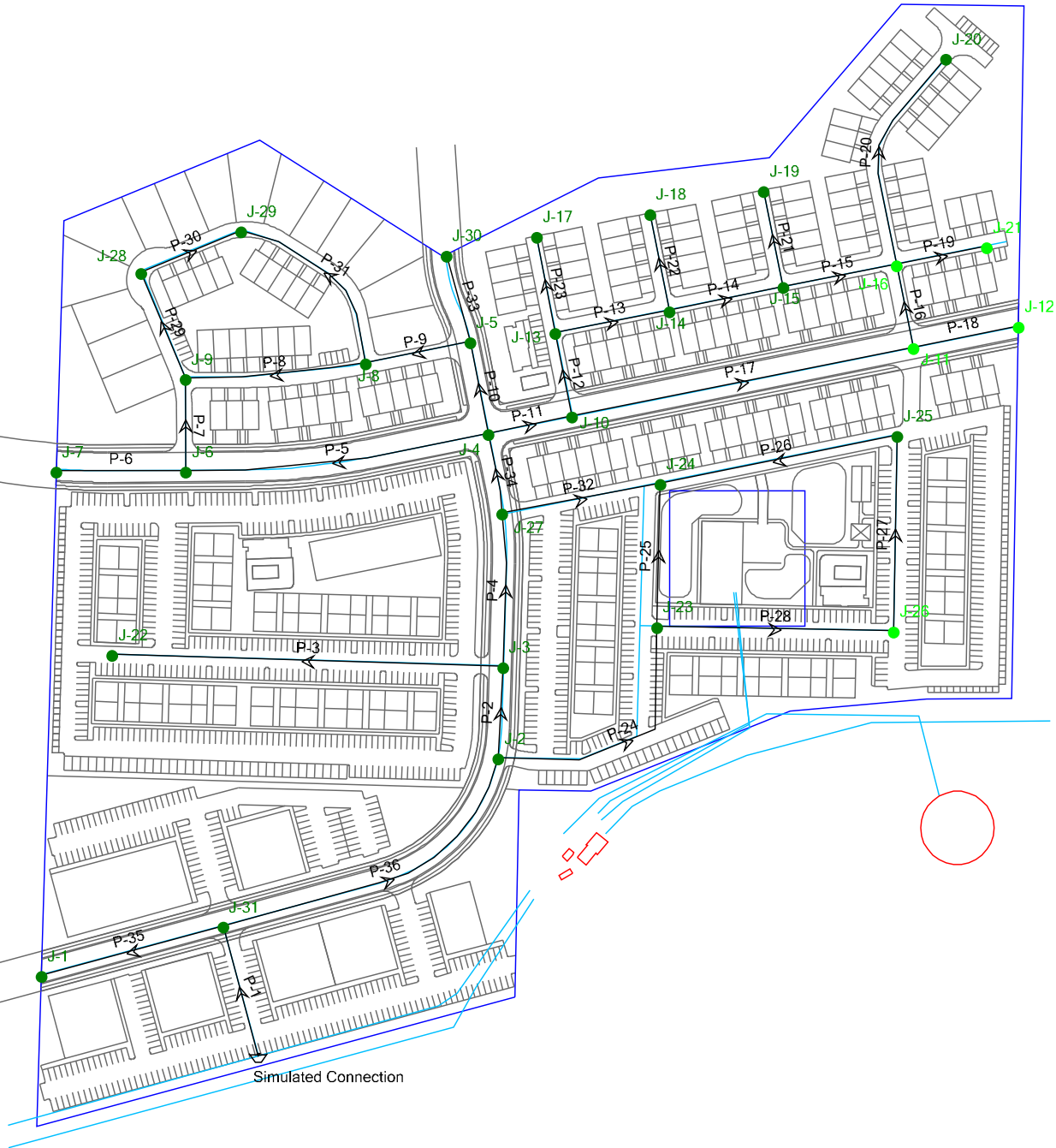
Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	3,016.00	0	3,199.85	80
J-2	3,040.50	0	3,199.48	69
J-3	3,046.50	27	3,199.45	66
J-4	3,050.00	13	3,199.42	65
J-5	3,050.50	0	3,199.42	64
J-6	3,042.50	1	3,199.42	68
J-7	3,009.50	0	3,199.42	82
J-8	3,049.00	4	3,199.42	65
J-9	3,044.00	3	3,199.42	67
J-10	3,052.00	0	3,199.41	64
J-11	3,060.00	1	3,199.41	60
J-12	3,063.00	0	3,199.41	59
J-13	3,051.50	1	3,199.41	64
J-14	3,053.00	3	3,199.41	63
J-15	3,056.00	2	3,199.41	62
J-16	3,060.50	3	3,199.41	60
J-17	3,047.50	3	3,199.41	66
J-18	3,052.50	3	3,199.41	64
J-19	3,053.00	3	3,199.41	63
J-20	3,057.00	4	3,199.41	62
J-21	3,063.50	2	3,199.41	59
J-22	3,027.50	23	3,199.44	74
J-23	3,049.00	27	3,199.43	65
J-24	3,052.50	54	3,199.42	64
J-25	3,058.00	1	3,199.42	61
J-26	3,063.00	14	3,199.42	59
J-27	3,048.50	0	3,199.42	65
J-28	3,038.50	2	3,199.42	70
J-29	3,042.00	3	3,199.42	68
J-30	3,044.50	0	3,199.42	67
J-31	3,008.00	1	3,199.85	83

FlexTable: Pipe Table Average Flow

Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)
P-1	208	Simulated Connection	J-31	8.0	PVC	150.0	199	1.27
P-2	142	J-2	J-3	8.0	PVC	150.0	117	0.74
P-3	605	J-3	J-22	8.0	PVC	150.0	23	0.15
P-4	238	J-3	J-27	8.0	PVC	150.0	67	0.42
P-5	473	J-4	J-6	8.0	PVC	150.0	6	0.04
P-6	200	J-6	J-7	8.0	PVC	150.0	0	0.00
P-7	142	J-6	J-9	8.0	PVC	150.0	5	0.03
P-8	280	J-9	J-8	8.0	PVC	150.0	-1	0.01
P-9	165	J-8	J-5	8.0	PVC	150.0	-8	0.05
P-10	145	J-5	J-4	8.0	PVC	150.0	-8	0.05
P-11	132	J-4	J-10	8.0	PVC	150.0	24	0.15
P-12	131	J-10	J-13	8.0	PVC	150.0	15	0.09
P-13	180	J-13	J-14	8.0	PVC	150.0	11	0.07
P-14	180	J-14	J-15	8.0	PVC	150.0	5	0.03
P-15	179	J-15	J-16	8.0	PVC	150.0	1	0.00
P-16	131	J-16	J-11	8.0	PVC	150.0	-8	0.05
P-17	538	J-11	J-10	8.0	PVC	150.0	-9	0.06
P-18	166	J-11	J-12	8.0	PVC	150.0	0	0.00
P-19	142	J-16	J-21	8.0	PVC	150.0	2	0.01
P-20	357	J-16	J-20	8.0	PVC	150.0	4	0.02
P-21	151	J-15	J-19	8.0	PVC	150.0	3	0.02
P-22	152	J-14	J-18	8.0	PVC	150.0	3	0.02
P-23	152	J-13	J-17	8.0	PVC	150.0	3	0.02
P-24	412	J-2	J-23	8.0	PVC	150.0	81	0.52
P-25	221	J-23	J-24	8.0	PVC	150.0	32	0.21
P-26	373	J-24	J-25	8.0	PVC	150.0	-6	0.04
P-27	301	J-25	J-26	8.0	PVC	150.0	-8	0.05
P-28	366	J-26	J-23	8.0	PVC	150.0	-22	0.14
P-29	178	J-9	J-28	8.0	PVC	150.0	3	0.02
P-30	167	J-28	J-29	8.0	PVC	150.0	0	0.00
P-31	305	J-29	J-8	8.0	PVC	150.0	-3	0.02
P-32	249	J-24	J-27	8.0	PVC	150.0	-16	0.10
P-33	139	J-5	J-30	8.0	PVC	150.0	0	0.00
P-34	125	J-27	J-4	8.0	PVC	150.0	51	0.32
P-35	291	J-1	J-31	8.0	PVC	150.0	0	0.00
P-36	531	J-31	J-2	8.0	PVC	150.0	198	1.26

Scenario: Peak Instantaneous Flow

Color Coding Legend	
Junction: Pressure (psi)	
●	<= 20
●	<= 40
●	<= 60
●	<= 90
●	Other



FlexTable: Junction Table Peak Flow

Label	Elevation (ft)	Demand (gpm)	Hydraulic Grade (ft)	Pressure (psi)
J-1	3,016.00	0	3,199.58	79
J-2	3,040.50	0	3,198.54	68
J-3	3,046.50	53	3,198.44	66
J-4	3,050.00	27	3,198.36	64
J-5	3,050.50	0	3,198.36	64
J-6	3,042.50	2	3,198.36	67
J-7	3,009.50	0	3,198.36	82
J-8	3,049.00	7	3,198.36	65
J-9	3,044.00	7	3,198.36	67
J-10	3,052.00	0	3,198.35	63
J-11	3,060.00	2	3,198.35	60
J-12	3,063.00	0	3,198.35	59
J-13	3,051.50	2	3,198.35	64
J-14	3,053.00	7	3,198.35	63
J-15	3,056.00	3	3,198.35	62
J-16	3,060.50	6	3,198.35	60
J-17	3,047.50	5	3,198.35	65
J-18	3,052.50	6	3,198.35	63
J-19	3,053.00	6	3,198.35	63
J-20	3,057.00	7	3,198.35	61
J-21	3,063.50	4	3,198.35	58
J-22	3,027.50	47	3,198.41	74
J-23	3,049.00	53	3,198.40	65
J-24	3,052.50	59	3,198.38	63
J-25	3,058.00	3	3,198.38	61
J-26	3,063.00	29	3,198.38	59
J-27	3,048.50	0	3,198.38	65
J-28	3,038.50	4	3,198.36	69
J-29	3,042.00	6	3,198.36	68
J-30	3,044.50	0	3,198.36	67
J-31	3,008.00	2	3,199.58	83

FlexTable: Pipe Table Peak Flow

Label	Length (Scaled) (ft)	Start Node	Stop Node	Diameter (in)	Material	Hazen-Williams C	Flow (gpm)	Velocity (ft/s)
P-1	208	Simulated Connection	J-31	8.0	PVC	150.0	349	2.23
P-2	142	J-2	J-3	8.0	PVC	150.0	207	1.32
P-3	605	J-3	J-22	8.0	PVC	150.0	47	0.30
P-4	238	J-3	J-27	8.0	PVC	150.0	107	0.68
P-5	473	J-4	J-6	8.0	PVC	150.0	11	0.07
P-6	200	J-6	J-7	8.0	PVC	150.0	0	0.00
P-7	142	J-6	J-9	8.0	PVC	150.0	9	0.06
P-8	280	J-9	J-8	8.0	PVC	150.0	-3	0.02
P-9	165	J-8	J-5	8.0	PVC	150.0	-15	0.10
P-10	145	J-5	J-4	8.0	PVC	150.0	-15	0.10
P-11	132	J-4	J-10	8.0	PVC	150.0	48	0.31
P-12	131	J-10	J-13	8.0	PVC	150.0	30	0.19
P-13	180	J-13	J-14	8.0	PVC	150.0	22	0.14
P-14	180	J-14	J-15	8.0	PVC	150.0	10	0.06
P-15	179	J-15	J-16	8.0	PVC	150.0	1	0.01
P-16	131	J-16	J-11	8.0	PVC	150.0	-16	0.10
P-17	538	J-11	J-10	8.0	PVC	150.0	-18	0.12
P-18	166	J-11	J-12	8.0	PVC	150.0	0	0.00
P-19	142	J-16	J-21	8.0	PVC	150.0	4	0.03
P-20	357	J-16	J-20	8.0	PVC	150.0	7	0.05
P-21	151	J-15	J-19	8.0	PVC	150.0	6	0.04
P-22	152	J-14	J-18	8.0	PVC	150.0	6	0.04
P-23	152	J-13	J-17	8.0	PVC	150.0	5	0.03
P-24	412	J-2	J-23	8.0	PVC	150.0	139	0.89
P-25	221	J-23	J-24	8.0	PVC	150.0	49	0.31
P-26	373	J-24	J-25	8.0	PVC	150.0	-5	0.03
P-27	301	J-25	J-26	8.0	PVC	150.0	-7	0.05
P-28	366	J-26	J-23	8.0	PVC	150.0	-36	0.23
P-29	178	J-9	J-28	8.0	PVC	150.0	5	0.03
P-30	167	J-28	J-29	8.0	PVC	150.0	1	0.01
P-31	305	J-29	J-8	8.0	PVC	150.0	-5	0.03
P-32	249	J-24	J-27	8.0	PVC	150.0	-5	0.03
P-33	139	J-5	J-30	8.0	PVC	150.0	0	0.00
P-34	125	J-27	J-4	8.0	PVC	150.0	102	0.65
P-35	291	J-1	J-31	8.0	PVC	150.0	0	0.00
P-36	531	J-31	J-2	8.0	PVC	150.0	346	2.21

Fire Flow Node FlexTable: Fire Flow Report

Label	Fire Flow Status	Velocity of Maximum Pipe (ft/s)	Pipe w/ Maximum Velocity	Fire Flow (Available) (gpm)	Fire Flow (Needed) (gpm)	Pressure (Calculated Residual) (psi)	Junction w/ Minimum Pressure (System)
J-1	Passed	21.37	P-1	3,000	2,000	54	J-21
J-31	Passed	21.37	P-1	3,000	2,000	71	J-21
J-2	Passed	20.53	P-1	2,868	2,000	30	J-21
J-3	Passed	19.64	P-1	2,728	2,000	27	J-21
J-24	Passed	18.92	P-1	2,615	2,000	24	J-26
J-23	Passed	18.87	P-1	2,608	2,000	26	J-26
J-27	Passed	18.78	P-1	2,594	2,000	27	J-21
J-25	Passed	18.24	P-1	2,508	2,000	20	J-26
J-22	Passed	18.11	P-1	2,489	2,000	20	J-21
J-26	Passed	17.75	P-1	2,433	2,000	20	J-25
J-4	Passed	14.99	P-1	2,000	1,000	36	J-21
J-5	Passed	14.99	P-1	2,000	1,000	34	J-21
J-6	Passed	14.99	P-1	2,000	1,000	36	J-21
J-7	Passed	14.99	P-1	2,000	1,000	46	J-21
J-8	Passed	14.99	P-1	2,000	1,000	34	J-21
J-9	Passed	14.99	P-1	2,000	1,000	36	J-21
J-10	Passed	14.99	P-1	2,000	1,000	32	J-21
J-11	Passed	14.99	P-1	2,000	1,000	25	J-12
J-13	Passed	14.99	P-1	2,000	1,000	31	J-21
J-14	Passed	14.99	P-1	2,000	1,000	29	J-21
J-15	Passed	14.99	P-1	2,000	1,000	27	J-21
J-16	Passed	14.99	P-1	2,000	1,000	25	J-21
J-17	Passed	14.99	P-1	2,000	1,000	29	J-21
J-18	Passed	14.99	P-1	2,000	1,000	26	J-21
J-19	Passed	14.99	P-1	2,000	1,000	25	J-21
J-28	Passed	14.99	P-1	2,000	1,000	37	J-21
J-29	Passed	14.99	P-1	2,000	1,000	35	J-21
J-30	Passed	14.99	P-1	2,000	1,000	34	J-21
J-21	Passed	14.99	P-1	2,000	1,000	20	J-12
J-12	Passed	14.98	P-1	1,999	1,000	20	J-21
J-20	Passed	14.67	P-1	1,950	1,000	20	J-21



Solutions you can build on™

Land Planning

Project Feasibility

Site Acquisition

Civil Engineering

Traffic Engineering

Structural Engineering

Land Surveying

Landscape Architecture

Construction Services

Project Management

Reeve & Associates, Inc.

5160 South 1500 West
Riverdale, UT 84405
801.621.3100
www.reeve.co
office@reeve.co

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)

:SS

COUNTY OF SLC

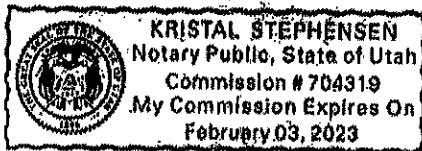
I (we), Mitchell J. Olsen being duly sworn, depose and say that I (we) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct 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.

Mitchell J. Olsen
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 31 day of August 2022

[Signature]
(Notary Public)



Residing in: Salt Lake County

My Commission Expires: 2/3/2023

Agent Authorization

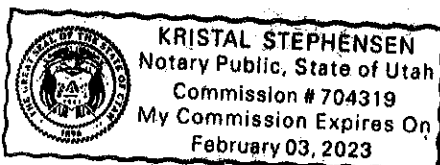
I (we), Mitchell J Olsen the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Steward Land Holdings, LLC to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative or legislative body in the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

Mitchell J. Olsen
(Property Owner)

(Property Owner)

Subscribed and sworn to me this 15 day of September 2022

[Signature]
(Notary Public)



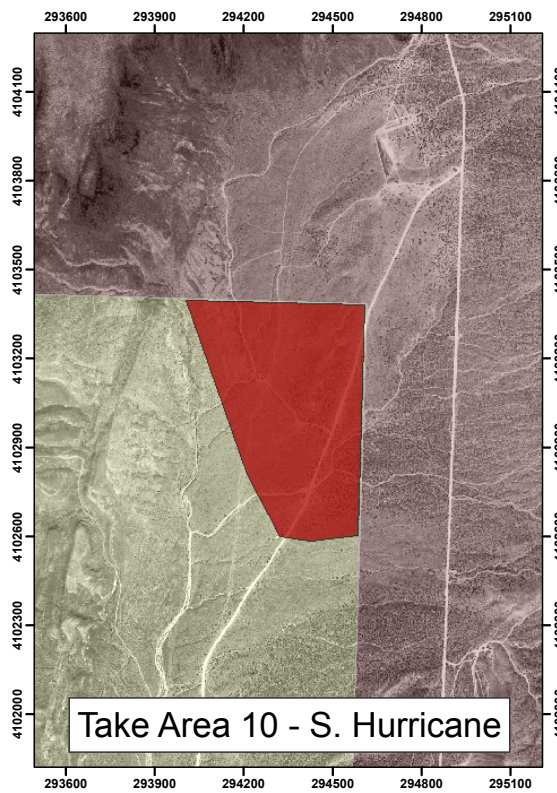
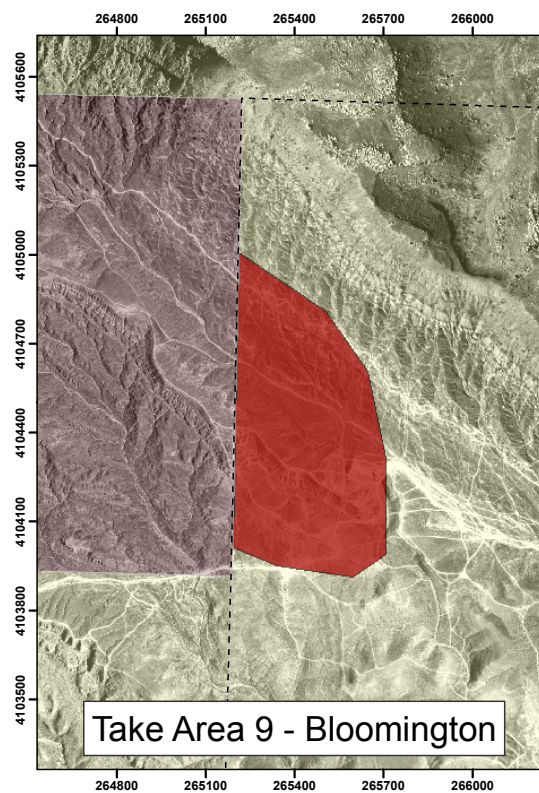
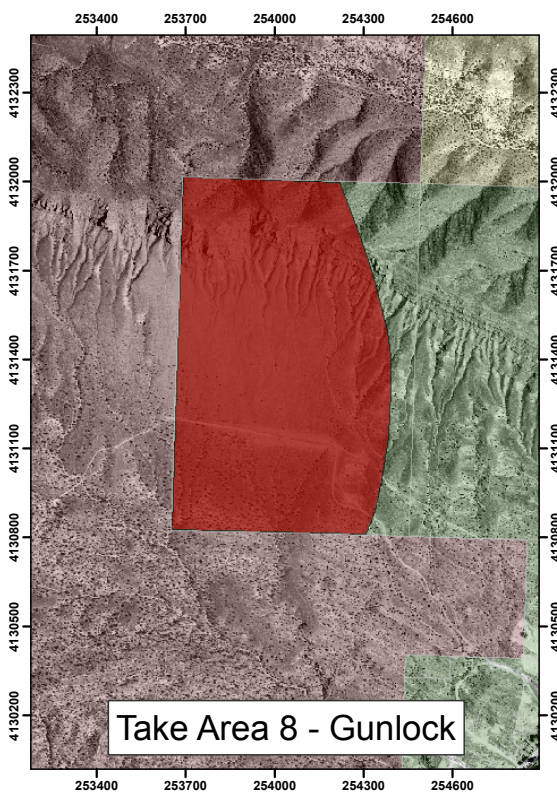
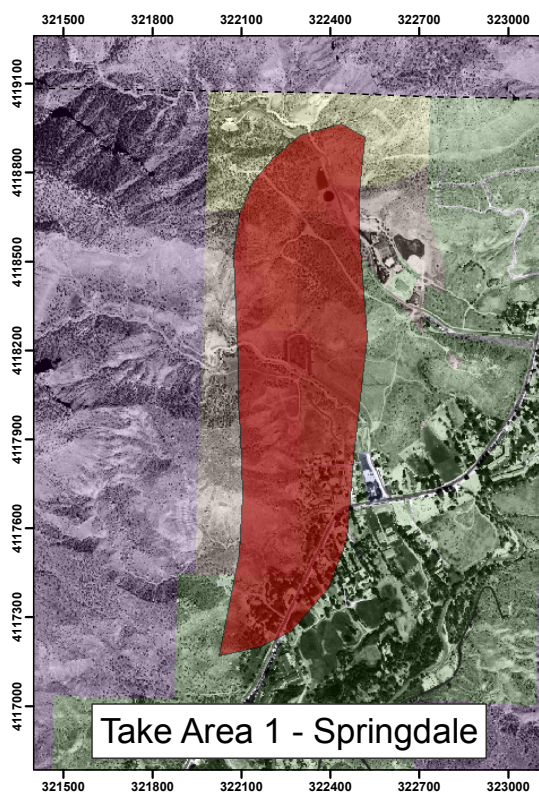
Residing in: Salt Lake County

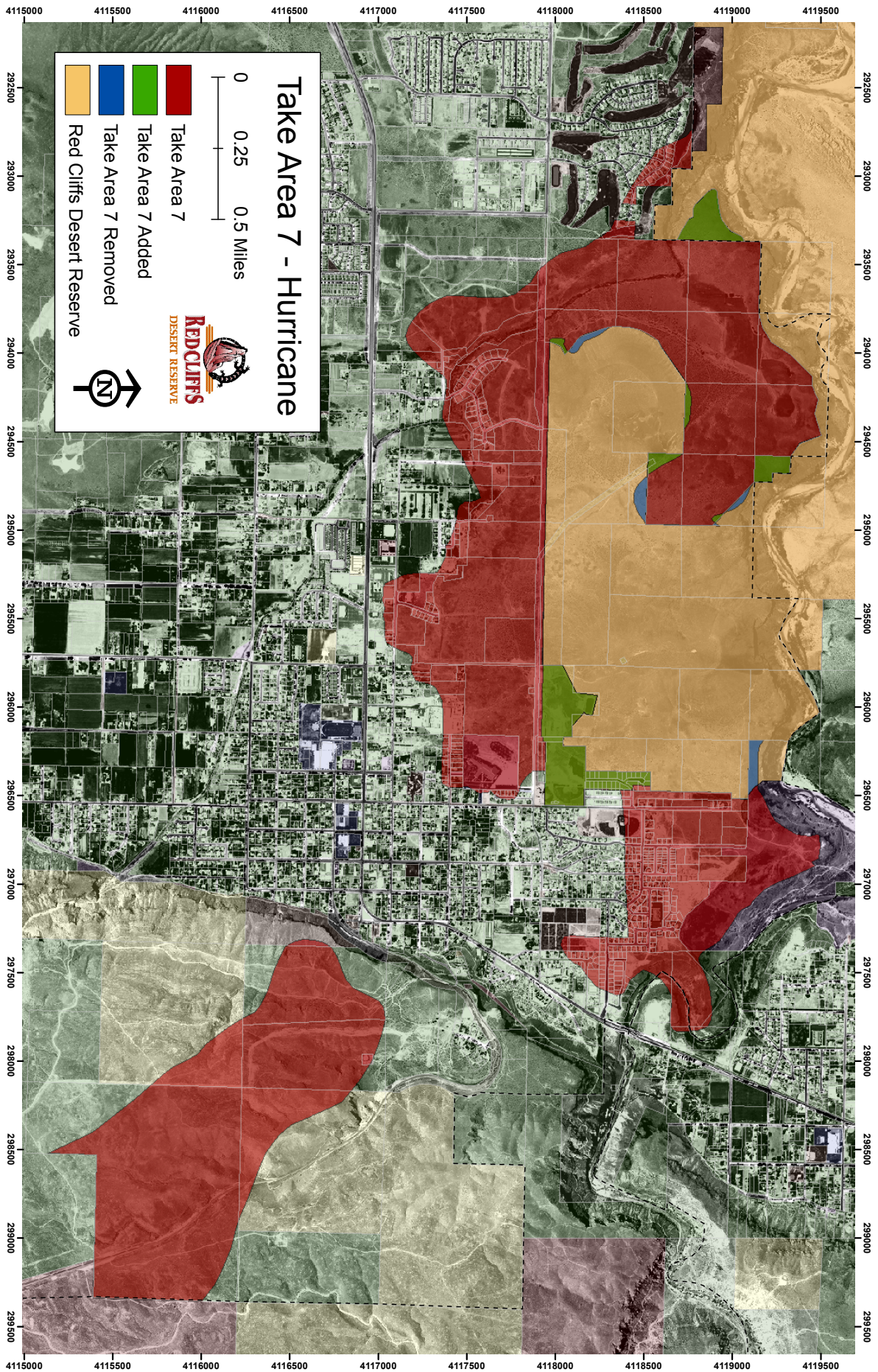
My Commission Expires: 2/3/2023



0 0.15 0.3 Miles

Take Areas 1 & 8 - 10





GEOTECHNICAL INVESTIGATION REPORT

Prepared for:

Steward Land Company
Brad Brown
1708 East 5550 South, Suite 18
Ogden, UT 84403

January 24, 2023

Hurricane Mixed-Use Development



Prepared by:



795 East Factory Drive
St. George, UT 84790

Landmark Project No: 220849
Page 312 of 374



January 24, 2023

Steward Land Company
Brad Brown
1708 East 5550 South, Suite 18
Ogden, UT 84403

Subject: Geotechnical Investigation Report
Hurricane Mixed-Use Development
Hurricane, Utah
Landmark Project No.: 220849

Brad,

As requested, we have completed our Geotechnical Investigation for the above noted project. Our geotechnical recommendations, along with our field and laboratory data are presented in this report.

Our field investigation consisted of twenty (20) test pits across the site. Test pits extended to depths ranging from 1.0 to 5.5 feet below the ground surface, where refusal was met in all of the test pits in cemented basalt cobbles and boulders. Spread footings established on structurally placed soils are recommended for structural support of the proposed structures. Over-excavation and recompaction, as detailed in Section 5.0 of this report, will be required. The existing soils, free from organics and other debris are suitable for use as structural fill, however, due to the expected amount of shrinkage, imported granular fill will be required.

Landmark has great interest in providing materials testing and special inspection services during the construction phase of this project. If you advise us of the appropriate time to discuss these engineering services, we will be pleased to meet with you at your convenience.

Please feel free to contact our office at (435) 986-0566 if you have any questions.

Sincerely,

LANDMARK TESTING AND ENGINEERING

Steven Wells, P.E.
Geotechnical Manager

TABLE OF CONTENTS

GEOTECHNICAL INVESTIGATION REPORT HURRICANE MIXED-USE HURRICANE, UTAH

1.0	INTRODUCTION.....	1
2.0	PROPOSED CONSTRUCTION	1
3.0	SITE SETTING.....	1
3.1	SURFACE CONDITIONS	1
3.2	GEOLOGIC SETTING	2
3.3	GEOLOGIC HAZARDS	2
3.4	SEISMICITY	4
4.0	INVESTIGATION.....	5
4.1	FIELD INVESTIGATION	5
4.2	LABORATORY TESTING.....	5
4.3	ANALYSIS AND CONCLUSIONS	6
5.0	SITE GRADING AND EARTHWORK.....	6
5.1	GENERAL GRADING	6
5.2	FILL PLACEMENT AND COMPACTION	7
5.3	LIGHTLY LOADED ELEMENTS.....	8
5.4	CUT AND FILL SLOPES.....	8
6.0	FOUNDATION & CONSTRUCTION CONSIDERATIONS.....	8
7.0	FLOOR SLABS.....	9
8.0	BELOW GRADE WALLS.....	9
8.1	LATERAL EARTH PRESSURES.....	9
8.2	SWIMMING POOLS	10
8.3	ROCKERY WALLS.....	11
9.0	PAVEMENT DESIGN RECOMMENDATIONS	12
9.1	ASPHALT PAVEMENT.....	12
9.2	CONCRETE PAVEMENT.....	13
10.0	MOISTURE CONTROL	13
12.0	SOIL CORROSIVITY	14

13.0	FOUNDATION REVIEW AND TESTING	14
14.0	LIMITATIONS	15

TABLE OF FIGURES

GEOTECHNICAL INVESTIGATION REPORT HURRICANE MIXED-USE HURRICANE, UTAH

APPENDIX A – Field Investigation

FIGURE A-1:	Vicinity Map
FIGURE A-2:	Site Map
FIGURES A-3 through A-12:	Test Pit Logs
FIGURE A-13:	Unified Soil Classification System

APPENDIX B – Laboratory Test Results

TABLE B-1:	Summary of Laboratory Test Results
FIGURE B-1:	Modified Proctor Curve
FIGURE B-2:	CBR Curve
FIGURE B-3 through B-9:	Soil Classification Reports
FIGURE B-10:	Water-Soluble Sulfate Report

APPENDIX B – Rockery Wall Details

1.0 INTRODUCTION

This report presents the results of Landmark Testing & Engineering's geotechnical investigation for the proposed commercial and residential developments on Parcel H-3-1-31-3009 in Hurricane, Utah. Figure A-1 is a Vicinity Map showing the project location relative to surrounding features. Figure A-2 is a Site Map showing the proposed project layout and the approximate locations of the test pits completed for this investigation.

This investigation was completed to assist in developing opinions and recommendations concerning site earthwork and foundation design.

2.0 PROPOSED CONSTRUCTION

We understand that the proposed construction will consist of single and multi-story commercial store fronts with asphalt paved driveways and parking lots, single to multi-story townhomes, single-family residences, and high-density housing with associated roadways, utilities, and other improvements.

Building Loads

Structural loads have not been provided. Based on typical practices, we expect the residential buildings to be wood-framed with concrete slab-on-grade floors and concrete tile roofs. We anticipate that structural loads for single-story to three-story residential buildings to be on the order of 1,500 to 3,000 pounds per lineal foot. We anticipate that column loads will not exceed 80 kips.

For the commercial storefronts, we anticipate single-story masonry block, or light-gauge metal framed buildings with concrete slab-on-grade floors and membrane roofs. Footing loads are expected to be less than 3,000 psf with isolated column loads of up to 50 kips.

For multi-story office buildings, we anticipate steel-framed buildings. Footings loads may exceed 100 kips with this type of construction.

Traffic Loads

Hurricane City Standards define the streets as Residential, however, the commercial portions of the development may warrant higher classification. Pavement was designed based on a T.I of 5.5.

Grading

Due to the elevation changes across the site, we anticipate that cuts and fills of up to 20 feet will be required. A large portion of these cuts will be in basalt flows.

Any significant changes to the anticipated development should be reviewed by Landmark to evaluate the continued applicability of the recommendations contained in this report.

3.0 SITE SETTING

3.1 SURFACE CONDITIONS

The site is located on undeveloped desert land. The 38.14-acre parcel varies significantly in elevation throughout the site, but generally consists of naturally forming terraces shaped by ancient

basalt flows. The upper terrace is south of the lower terrace. Multiple basalt ridges run east to west across the site and are as much as twenty feet high. The terrain is generally rocky and uneven, with moderate vegetation consisting of desert shrubs and cacti growing in loose, sandy soil. During our investigation, large piles of dirt were observed near the west side of the property.

The site is bounded by vacant land to the west, State Street to the south, and undeveloped desert land to the east and north. A water tank currently sits on top of the hill at the southeast corner of the parcel, with an unpaved road and monitoring station at the bottom of the hill, south of the site.

3.2 GEOLOGIC SETTING

According to the Utah Geological Survey,¹ the project site is mapped as located on:

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.

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.

The basalt flows are underlain by the reddish orange Navajo Sandstone, however, the sandstone was not exposed on the site. The sandstone is exposed in the roadcut located to the southeast of the site.

The soils encountered in our test pits generally agreed with geologic mapping.

3.3 GEOLOGIC HAZARDS

The St. George basin lies within the transitional zone between the Colorado Plateau to the east and the Basin and Range Province to the west. Southwestern Utah is located on a structural block proximate to the southern segment of the Intermountain Seismic belt, which is characterized by high-angle normal faults that tend to step down to the west. The Hurricane fault with an offset of 6,000 to 8,000 feet forms the eastern edge of the transition zone. The Grand Wash-Reef Reservoir-Gunlock fault system with displacement of about 1,500 to 3,000 feet forms the western edge.

Fault Rupture

The trace of the Hurricane fault is located approximately 4 miles east of the site, at the base of the Hurricane Cliff. The Utah Geologic Survey indicates that the Hurricane fault displaces late Quaternary sediments and is considered active. Strong ground motion associated with movement along the Hurricane or other faults associated with the Intermountain Seismic Belt is possible, however, the potential for surface fault rupture is considered low.

1 Beik, R.F., 2003, Geologic Map of the Hurricane 7.5-minute Quadrangle, Washington County, Utah; Utah Geological Survey Map M-187

Liquefaction

Liquefaction is the sudden loss of shear strength in the soil due to the build-up of excess pore water pressure.² This can occur when the soil is subjected to intense shaking such as during a seismic event. The soils that are most susceptible to liquefaction are loose, saturated sandy soils with a low fines content (material passing the #200 sieve).

According to the Utah Geological Survey,³ the portions of the project area are mapped as being in a high liquefaction-susceptibility zone. Soils encountered in the test pits are silty sands underlain by basalt bedrock. Groundwater was not encountered in our borings during our investigation and therefore liquefaction potential may be considered low. A liquefaction study is beyond the scope of this report.

Rockfall

The proposed site is shown on the UGS geologic hazards map (Plate 5) as being partially located within a medium to high rockfall hazard area. The hillside on the southeast side of the property consists of large boulders up to approximately 10 feet in size and there is potential for these boulders to become dislodged and come in contact with future buildings constructed in the vicinity. A specific rockfall hazard analysis is beyond the scope of this report.

Collapsible Soils

The site is shown on the UGS geologic hazards map (Plate 7) as being located in a collapsible soil hazard area. Collapsible soils have considerable strength when in a dry, natural state, but significantly settle due to hydro compaction when wetted. Typically, they are associated with young alluvial fans, debris flows, and loess (wind-blown silts), where soil structure creates a significant amount of air space within the soil and includes certain rock units that weather in-place to soil. Shallow collapsible soils were encountered in our test pits. Recommendations to mitigate collapsible soils are provide in this report.

Flood

The site is shown on the UGS geologic hazards map (Plate 1) as being partially located in a moderate flood hazard area. The flood hazard due to active pediments and sloping depositional surfaces flanking ridges and other upland areas that are chiefly inundated by sheetfloods, but possibly by flash floods and debris flows during cloudburst storms, older alluvial-fan deposits, and lagoon fill deposits located in closed depression. Civil design for the project should address intermittent flood events.

Caliche

The site is shown on the UGS geologic hazards map as being located in a caliche hazard zone. Caliche is a hard layer within soils formed from the accumulation of calcium from past groundwater flow and can be extremely difficult or impossible to excavate without blasting in

2 Coduto, Donald P. (1999), *Geotechnical Engineering: Principles and Practices*, Prentice Hall, Upper Saddle River, NJ

3 St. George-Hurricane Metropolitan Area Geologic-Hazard Study, Knudsen, Tyler R., Utah Geologic Survey Special Study 127.

some cases. Dense caliche layers may approach the hardness of bedrock and greatly reduce soil permeability, causing shallow groundwater from excess landscape irrigation and septic waste disposal systems. Cemented materials were encountered at the transition between the sands and the underlying basalt flow.

Shallow Bedrock

The site is shown on the UGS geologic hazards map as being located in a shallow bedrock zone. Bedrock at shallow depths may cause difficulties in construction and excavations. Basalt flows are exposed on the site, and we met refusal in the upper portion of the basalt. It has been our experience that blasting will likely be required.

Piping and Erosion

The site is shown on the UGS geologic hazards map as being located in a piping and erosion susceptible zone. Piping and erosion can cause significant damage to roads, canals, earth-fill dams, buildings, bridges, culverts, and farmland. Piping, also referred to as tunnel erosion, is the subsurface erosion of soil by groundwater that moves through permeable, non-clay layers in soils and exits at a slope. Fine-grained sand, silt, and clay particles are removed by the subsurface flow of water, creating void space. An exit point at a slope may not always be obvious. Silt and clay carried in water can travel with the subsurface groundwater flow for long distances, enter the regional groundwater regime, and exit as seeps and springs or into streams and rivers. Rapid erosion may occur when susceptible materials are exposed to running water or wind. Monsoonal storms typically bring intense rainfall and high winds. Heavy rain can quickly erode silts and clays. Slope runoff that becomes channelized can form gullies and erode steep banks of streams and rivers. Erosional gullies can also contribute to the piping hazard.

The upper sand layers encountered in our investigation are susceptible to piping and erosion. Earthwork and grading recommendations provided in this report will help mitigate this hazard. Slopes and channels should be protected against erosion. Civil design for the project should address erosion control measures.

Wind-Blown Sand

The site is shown on the UGS geologic hazards map as being located in a wind-blown sand susceptible zone. Wind-blown sand can cause damage to infrastructure by burial, sandblasting effects, and by creating unsafe driving conditions. Dust storms commonly occur due to wind associated with the monsoonal season that affects southern Utah and northern Arizona. Even a few inches of sand on a road can be very dangerous. Wind-blown sand hazards are often reduced by armoring deposits with appropriately sized and graded gravel, cobbles, and boulders, where adequate irrigation water is not available for vegetation planting.

Wind-blown sands were encountered in our investigation. Along with armoring deposits, as described above, dust control measures should be implemented during construction.

3.4 SEISMICITY

Seismicity at the site was determined using the Seismic Maps Tool from seismicmaps.org website. The following values are presented to assist with seismic design:

- Latitude = 37.17367° North, Longitude = 113.35762° West
- Site Class = C, based on ASCE 7 as referenced in 2018 IBC

Period (sec)	Sa (g)	Site Class
0.2	$S_s = 0.617$	B/C
1.0	$S_1 = 0.201$	B/C
0.2	$S_{DS} = 0.516$	C
1.0	$S_{D1} = 0.201$	C

As per Section 20.1 of ASCE 7-16, “The soil shall be classified in accordance with Table 20.3-1 and Section 20.3 based on the upper 100 feet of the site profile.” However, Section 20.1 continues, “Where site specific data are not available to a depth of 100 feet, appropriate soil properties are permitted to be estimated by the registered design professional preparing the soil investigation report based on known geologic conditions.” Based on our engineering experience in the area, mapped geology and the soils encountered in the test pits, it is the opinion of Landmark Testing and Engineering that the soils on site classify as Site Class C.

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

To investigate subsurface conditions a total of twenty test pits, designated as TP-1 through TP-20, were completed. Test pits were excavated using a Bobcat 341 mini ex with a 24-inch bucket. Depending on subsurface conditions, bag or block samples of soil were obtained from the test pit excavations. Approximate test pit locations are shown on Figure A-2.

A Landmark geologist, Mr. Michael Meyers, supervised the excavation. A log of the subsurface conditions was prepared, samples collected sealed for transport, and relevant site photographs taken. Approximate test pit locations are shown on Figure A-2.

The soils encountered in the test pits consisted of loose to medium dense silty sand with varying amounts of gravel underlain shallow basalt bedrock. The silty sand typically contained roots ¼-inch in diameter or smaller. Refusal was encountered in all test pits between 1 and 5 feet below the existing ground surface. Test Pits TP-3, TP-12, TP-13, and TP-16 encountered weakly- to moderately-cemented caliche.

Groundwater was not encountered in the test pits at the time of investigation.

The Logs of Test Pits TP-1 through TP-20 are presented on Figures A-3 through A-12. A key to the soil classifications used on the logs is presented on Figure A-13.

4.2 LABORATORY TESTING

Soil samples from the test pits were taken to our St. George, Utah laboratory for testing. Tests performed on the samples included:

- Sieve analysis and Atterberg Limits for soil classification
- Modified Proctor for construction testing
- CBR for pavement section design
- Soluble Sulfate Content for concrete mix design selection

Due to the shallow thickness of the sand layers, and the projected amounts of cut and fill, consolidation testing was not conducted. The sands were in a relatively dry state, and therefore loose and non-cohesive.

A bulk sample of the silty sand and basalt gravel was collected from Test Pit 18. The modified Proctor dry density of the sample was 127.3 at an optimum moisture content of 9.5 percent. These values include a rock correction due to 9.8 percent of the sample being larger than $\frac{3}{4}$ -inch. The CBR value of this material when compacted to 100 percent of the modified Proctor value was 72, which is high.

The mechanical sieve analysis performed on samples classified samples from the test pits as silty sand with gravel (SM). The sample from Test Pit 20 at 4 feet, which was from the upper portion of the cemented basalt classified as silty, clayey gravel with sand (GC-GM).

The soluble sulfate content of the sands was 0.55 percent, which is classified as severely corrosive according to ACI 318.

The results of the laboratory tests are shown on the Test Pit Logs on Figures A-3 through A-12 and on the Summary of Laboratory Test Results on Table B-1. Individual test results are also included in Appendix B.

4.3 ANALYSIS AND CONCLUSIONS

Our field and laboratory tests results indicate the soils on site consisted of predominately loose silty sand overlying fractured basalt bedrock. The sands are potentially collapsible, however, due to the amount of grading which will be required, over-excavation will only be required to provide a uniform pad for each of the proposed structures.

The onsite soils and basalt gravel are suitable for structural fill, however, imported granular fill may be required to provide protection for the concrete from the corrosive nature of the onsite soils. Alternatively, concrete mix designs may be selected which are sulfate resistant.

Basalt on the site consists of fractured gravel to boulder-sized pieces which are partially cemented together. Excavation in these materials can be accomplished with typical heavy-duty excavation equipment. However, this method can be costly in terms of equipment and maintenance requirements. Therefore, the basalt is generally blasted to fracture the material for easier excavation, especially where deeper excavation and cuts are required.

Rockfall was only present as loose surface rocks on the hills present on the site. Site grading should be aware of these risks and mitigate any hazardous rocks during grading.

General recommendations for the earthwork and the foundation system are outlined in Sections 5.0 and 6.0 of the report.

5.0 SITE GRADING AND EARTHWORK

5.1 GENERAL GRADING

Site preparation should initially consist of grubbing and removal of vegetation. Grubbing is expected to be minimal, and typically consist of removing the larger brush. A grading plan has not been developed; however, we anticipate that overall grades will be relatively level. Significant cuts and fill, cuts up to 20 feet, may be required to achieve a level grade.

Due to the relative lack of “soil” on the site, we anticipate that soils will be collected for use as pipe bedding and other purposes.

On-site soils consisted of loose sand over basalt flows, these soils have a low collapse potential. In fill areas and areas with no cut or fill, we recommend that the upper 12-inches of the sands be scarified, moisture conditioned to within 2 percent of the optimum moisture content and compacted to a firm, non-yielding surface.

In cut areas, we recommend that the pads cut below the proposed finished pad grade to allow for excavation for under slab utilities and footings.

Landmark does not determine the location of the over-excavation or the location of the structures to be constructed. The builder is responsible to ensure that the building and pavement footprints are entirely within the over-excavated and recompacted building pads.

Following over-excavation, a Landmark engineer or geologist should observe the excavation to document the depth of over-excavation, and determine if subsurface conditions match those found in our field investigation. Alterations to our recommendations may be required if substantially different conditions are encountered.

5.2 FILL PLACEMENT AND COMPACTION

All fill to be placed for support of footings and slabs-on-grade should be considered structural fill. On-site soils are suitable for use as structural fill. However, we recommend that the floor slabs and footings be established on a minimum of 6 inches of imported structural fill if concrete mixes are not sulfate resistant.

Imported, granular fill, if required, should be well-graded, non-expansive, and free of organics and all deleterious materials. Soils used for imported, granular fill should meet the following specifications and preferably would classify as gravel.

GRADATION	PERCENT PASSING
3- inch	100
1.5-inch	80-100
No. 200 sieve	10-25
ATTERBERG LIMITS	
Liquid Limit	30 or less
Plasticity Index	9 or less

Material not meeting the above requirements may be suitable for use as structural fill at the discretion of the geotechnical engineer. Samples of structural fill should be submitted for testing prior to transporting to the site.

Any on-site soils used as structural fill or imported, granular fill should be compacted to the following specifications.

FILL PLACEMENT AND COMPACTION	
Maximum lift thickness	8-inch (loose)
Minimum compaction	95% ASTM D-1557
Compacted Moisture Content	within 2% of optimum

Compaction of structural fill should be completed with equipment suitable for the conditions encountered in the field such that compaction requirements are met, including those areas that may be inaccessible to large rolling compactors. All structural fill should be evenly spread on a horizontal plane in eight-inch loose lifts. Each eight-inch lift of structural fill material placed at the site should be tested for compliance with the required relative compaction and moisture content prior to proceeding with additional lifts.

5.3 LIGHTLY LOADED ELEMENTS

Exterior concrete slabs on grade (sidewalks, curbs, gutters, and misc.) should be established on a minimum of 6-inches of structurally placed soils with a maximum particle size of 3-inches. Sidewalks adjacent to public streets will need to be underlain by approved road base as per Hurricane City Standards.

Structural fill, including road base, should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557.

5.4 CUT AND FILL SLOPES

It is recommended that permanent cut or fill slopes in silty sand soil be maintained at a slope of two horizontal to one vertical (2H:1V) or flatter unless structurally retained. Permanent slopes in basalt bedrock may be maintained at slopes of one horizontal to four vertical (1H:4V).

Grading of both cut and fill slopes should be such that surface water is directed away from the slopes and not concentrated on slopes or in unprotected channels. Construction procedures should ensure adequate compaction of slope faces. All excavations should conform to OSHA standards.

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS

The proposed structures may be supported on conventional spread or continuous footings established on onsite or imported structural fill. Foundation excavations should be visually observed and tested by qualified personnel prior to placement of reinforcing steel or concrete. Additional foundation recommendations are subsequently presented.

DESCRIPTION	VALUE
Foundation Type	Continuous or spread footings
Bearing Material	Onsite or imported structural fill
Allowable Bearing Capacity	3,000 psf on onsite or imported structural fill 3,000 psf + 250 psf for each foot of embedment
Minimum embedment depth below finished grade	12 inches (for frost and confinement)
Minimum footing width	12 inches (continuous) for single-story

	18-inches for two stories 24-inches (isolated spread)
Total estimated settlement	1-inch
Total differential settlement	less than 3/4 inch

The allowable bearing capacity is based upon dead load plus long-term live load. A one-third increase in allowable bearing capacity for short duration loads such as wind or seismic loads is permitted with the alternative load combinations given in Section 1605.3.2 of the IBC.

7.0 FLOOR SLABS

It is recommended that concrete floor slabs be constructed on a pad that has been prepared as previously indicated. A minimum of 4-inches of relatively free-draining material should be used beneath the slab in order to help distribute floor loads, break the rise of capillary water, and aid in the concrete curing process. Alternatively, 6 inches of road base may be used in place of the free draining-material.

Concrete slabs should be designed using rebar reinforcement and frequent crack control joints to help control normal shrinkage and stress cracking. Concrete placement and curing should meet ACI⁴ requirements including following hot or cold weather placement recommendations, when appropriate. If a moisture-sensitive floor covering will be installed, we recommend that a vapor barrier be installed beneath the concrete slab. The moisture sensitivity of floor finishes, anticipated project conditions, and the potential effects of slab curling and cracking should be considered in determining if the barrier should be placed directly beneath the slab or beneath the free-draining gravel (see ACI 302.IR-96 for more information regarding vapor barrier location). If the vapor barrier is installed directly beneath the slab, measures should be taken to minimize excessive slab curl such as reduced joint spacing and use of a low shrinkage (low water-cement ratio) mix.

8.0 BELOW GRADE WALLS

8.1 LATERAL EARTH PRESSURES

Lateral loads imposed on footings may be resisted by the development of passive earth pressures against the sides of footings and friction between the base of the footing and the supporting soils. Lateral earth pressure values are presented in the following table.

Case Evaluated	Soil Type	Value
Active	Onsite or imported structural fill	37 psf/ft
		53 psf/ft (with seismic)
At-Rest	Onsite or imported structural fill	57 psf/ft

Case Evaluated	Soil Type	Value
Passive	Onsite or imported structural fill	460 psf/ft
		408 psf/ft (with seismic)
Seismic Coefficient	IBC 1610.1.1	0.175
Coefficient of friction $\tan(\phi * 0.6)$ where $\phi = 34^\circ$	Onsite or imported structural fill	0.37

The lateral earth pressures presented do not include any safety factors except where the friction angle (ϕ) used to determine the coefficient of friction has been multiplied by 0.6 to account for smooth contact conditions. The pressures also assume horizontal backfill and that the backfill is in a drained condition with no build-up of hydrostatic pressure. The additional effects of sloping backfill, surcharge, structural loads and groundwater conditions should be included in calculating lateral earth pressures. Backfill should be placed in accordance with the requirements of structural fill except that backfill in landscape and areas that will not be subject to structural loadings may be reduced to 90 percent of the maximum dry density as determined by ASTM D-1557.

8.2 *SWIMMING POOLS*

The site is suitable for the construction of below ground swimming pools.

We recommend that the pool excavation extend a minimum of 6-inches to 1 foot beyond the depth of the pool to allow for easier installation of utility lines. Our experience with bedrock in the area shows that specialized equipment, such as a single tooth ripper or hammer hoe, may be required to excavate any basalt encountered shallower than the bottom of the pool. Once pool is excavated, we recommend that the bottom of the pool be compacted to a firm and unyielding surface.

The owner should be informed of the risks involved in construction and ownership of a swimming pool. Settlement may occur to the pool or structures proximate to the pool if soils become wet. Potential means of mitigating damage due to moisture include but are not limited to the following:

- The pool should be located as far as possible from existing structures.
- Plumbing is a significant source of leaks. All plumbing should be fully leak tested and approved prior to filling of the pool.
- The water level in the pool should be strictly monitored and consideration should be given for installing a leak monitoring system. Any leaks should be repaired immediately.
- Consideration should be given to installing an impermeable membrane beneath and extending up the sides of the pool.
- We recommend concrete flatwork with drains surrounding the pool to drain surface water away from the pool and other structures.

Standard moisture control recommendations for construction should be followed. The ground surface should be graded away from the buildings and swimming pool such that ponding does not occur on the site. Roof runoff should be directed away from the buildings and pools.

It should be noted that even if all these mitigation actions are followed, there is still a possibility of subsurface soils becoming saturated, causing differential movement in the pool and other nearby structures.

8.3 ROCKERY WALLS

Based on the grades seen on the site, we anticipate that retaining walls will be required. Design and construction details are listed below. Cross-sections for the walls are included in Appendix C.

1. Prior to the placement of the fill, the existing embankment should be excavated to create benches to allow level lifts to key into the existing embankment. Benching is required for all slopes steeper than 6 horizontal to 1 vertical (6H:1V). Benches should be constructed as an incidental part of the placement and compaction of the fills. The maximum bench height should be limited to 3 feet, or less as dictated by conditions encountered during construction. Benching should include both soils and bedrock is encountered.
2. The existing soils should be removed from below the base of the rock facing and replaced with structural fill. The removal should extend 1 foot below and to the front of the first level of facing rock.
3. All fill should be considered structural fill. Imported fill, if required for wall backfill, should be granular and consist of USCS classifications GC (clayey gravel), GM (silty gravel), or GW (well-graded gravel). Granular fill should be well-graded, non-expansive, and free of organics and all deleterious materials. Soils used for granular, imported, structural fill should meet the following specifications:

GRADATION	PERCENT PASSING
6- inch	100
3-inch	70 – 100
No. 200 sieve	5 – 20
PLASTICITY	LIMIT
Liquid Limit	30 or less
Plasticity Index	10 or less
COMPACTION	SPECIFICATION
Maximum lift thickness	8-inch (loose)
Minimum compaction	95% ASTM D-1557
Compacted Moisture Content	within 2% of optimum

4. All structural fill should be evenly spread on a horizontal plane in eight-inch loose lifts. Each eight-inch lift of structural fill material placed at the site should be tested for compliance with the required relative compaction and moisture content prior to proceeding with additional lifts. The type, length, location, and placement of geogrid should also be observed.
5. Geogrid reinforcement should be placed as shown on the detail to the right. Geogrid should be placed with the strong direction perpendicular to the face of the wall. Geogrid should be placed flat and level, with a minimum 1-foot overlap between sections of grid.
6. The onsite silty sand with gravel (SM) and silty gravel (GM) is suitable for use as structural fill if the material contains the required gravel/cobble fraction. In no case shall material containing less than 25 percent gravel be used as structural fill.
7. Geogrid should consist of Mirafi Miragrid 5XT and 7XT, or equivalent. Filter fabric should be Mirafi 140N or equivalent.

8. In areas where strongly cemented or bedrock conditions are encountered which limit the length of the geogrid, particularly for the lowest layers of grid, the geotechnical engineer should be notified to allow us to observe the conditions and allowable lengths.
9. Facing rock used for the project should be approved prior to its importation to the site. Facing rock should consist of hard, angular, and durable rock that consists of intact blocks without open fractures, foliation, or other planes of weakness. It should have a maximum loss of 10 percent at the end of a 5-cycle sodium soundness test (AASHTO T104). Hard basalt boulders found in the area are generally suitable for use as facing rock. Red sandstone boulders should be tested and approved prior to its use as facing rock as suitable and unsuitable rock is difficult to distinguish.
10. The rockery face should be carefully placed to satisfy the following criteria:
 - Base rock should have a minimum dimension of 3 feet, and other facing rock should have a minimum dimension of 2 feet.
 - Base rocks are larger than upper rocks.
 - Rock should be placed with the long dimension into the fill.
 - Each rock is in contact with at least two rocks below it.
 - The first contact point between an upper rock and a lower rock is located within 6 inches of the face of the rock.
 - There are no “columns” of rocks, i.e., no continuous vertical seams exist.
 - There are no continuous horizontal planes in the rockery.
 - Rocks are inclined back into the slope at a 1 horizontal to 5 vertical grade.
 - Rocks are free of obvious signs of distress, including significant weathering, fracturing, or disintegration.
 - All voids greater than 150 mm (6 in) are chinked.
 - Chink rocks, where present, cannot be removed by hand.
 - There are no loose cap rocks or rocks that can otherwise be moved by hand.
 - There is no soil spalling or piping through the voids in the facing rock.
 - The construction should be observed once per week by the geotechnical engineer to confirm design and construction details are being implemented as specified.

9.0 PAVEMENT DESIGN RECOMMENDATIONS

9.1 ASPHALT PAVEMENT

Design of the pavement sections are based on the procedures outlined in the 1993 Guidelines for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). Traffic Indices of 5.5 and 7.0 was used for design of the public streets and parking areas planned for the development. A CBR value of 20 was used based on the soil encountered in our investigation.

For pavement design, the following design parameters have been assumed:

<u>Pavement Design Life</u>	20 years
<u>Subgrade CBR</u>	20 – design limit
<u>Structural Layer Coefficients</u>	Asphalt = 0.42
	Road Base = 0.12

Based on design parameters, the following pavement sections are provided.

Location	Asphalt Thickness (inches)	Base Course (inches)	Scarified and Compacted Subgrade (inches)
Public Street / Drive Areas (T.I = 7.0)	3.0	8.0	8.0
Parking Areas (T.I = 5.5)	2.5	6.0	8.0

Recompacted on-site soils should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557 and base course soils should be compacted to a minimum of 95 percent of the maximum dry density (ASTM D-1557). Asphalt should be compacted to at least 96 percent of the Marshall maximum density. Asphaltic concrete and base should be tested prior to site delivery and during placement for conformance with project specifications.

9.2 CONCRETE PAVEMENT

We anticipate that concrete pads may be installed by the dumpsters or other areas with heavy truck traffic. Procedures outlined in the Portland Cement Association's guide "Thickness Design for Concrete Highway and Street Pavements" were utilized for concrete pavement design.

The following design parameters were used:

Average daily truck traffic = 0.5 (Axle -load category 1)

Subgrade-subbase support = high (based on site soils)

Concrete modulus of rupture = 600 psi

Based on input parameters, a minimum of 5.5 inches of concrete and 6 inches of base over a properly prepared subgrade will be adequate. The design recommendations are based on the following assumptions:

Subgrade soils should be compacted to a minimum of 95 percent of the maximum dry density (ASTM D-1557). Concrete and base coarse materials and construction should meet the Hurricane City specifications.

As a rough guide, the joint spacing in feet for plain concrete pavement should not generally exceed twice the slab thickness in inches. Thus, for a 5.5-inch-thick slab, joint spacing would be on the order of 11.0 feet as a maximum. Also, as a general guideline, the ratio of slab width to length should not exceed 1.25. Joint depth should be 1/4 of the slab thickness and continuous across the slab. If sawn joints are used, the joints should be sawn as soon as possible following concrete set.

10.0 MOISTURE CONTROL

This soils report provides recommendations for site preparation and foundation design. Inadequate surface drainage or failure to control moisture will result in excessive differential movement of slabs, walkways, porches, or patios and structural damage, regardless of the site preparation. The following moisture control measures are recommended:

- (1) Once the finish floor elevation has been established, the site grades should be constructed and maintained to drain surface and roof runoff away from the building foundation at a slope of 5 percent for at least ten feet beyond the structure. The ground surface should be graded to drain away from the building in all directions. Water should not be allowed to pond adjacent to foundations or on-site.
- (2) Grass should not be placed within 5 feet of the foundation. Grass, if planted, should have a minimum slope of 5% away from the foundation.
- (3) Xeriscape (landscaping that eliminates the need for supplemental irrigation of plants) is recommended within 10 feet of the building foundation. Bubblers, although more efficient than sprinkler irrigation, still have a significant potential of introducing excessive water into the ground and saturating foundation soils. Bubblers are not recommended in the 10 feet buffer zone area. As an alternative, sealed bottom planter boxes may be used.
- (4) Inadequate compaction of utility trench backfill provides a conduit for water migration. All utility trenches within the building footprint and extending 5 feet beyond the footprint should be backfilled with structural fill similar to that approved for the foundations. Backfill adjacent to structures should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D-1557 and the minimum slope requirements should be followed. Backfill beneath structures should be compacted to at least 95 percent of the maximum dry density.
- (5) Grading should be such that surface water is directed away from all cut and fill slopes and collected only in channels protected against erosion. Water should not be allowed to pond on-site.
- (6) Unless roof runoff falls on impervious surfaces such as asphalt or concrete that are sloped away from the building for a distance of 10 feet, roof runoff should be collected and discharged well outside of the foundation backfill limits.

It should be emphasized that final grading and landscaping generally occurs after construction of the structure and observation of these features is outside of normal geotechnical inspection and observation. The owner/contractor is responsible to ensure that these surface drainage and moisture control recommendations are followed throughout the life of the structure.

12.0 SOIL CORROSIVITY

Soils from the project site were tested for water-soluble sulfates content. The percent of water-soluble sulfates in the soil is 0.55 which is considered “severe” according to ACI 318. We recommend that concrete mixes used on the project be designed in accordance with ACI 318 Table 19.3.1.1 for Sulfate Exposure Class S2. We recommend that buried pipes be plastic (PVC or HDPE) instead of metal, where possible.

13.0 FOUNDATION REVIEW AND TESTING

This report has been prepared to assist in project design and construction. Variations from the conditions portrayed in the exploratory investigations may occur which are sometimes sufficient to require modifications to the design. In order to incorporate recommendations provided into actual field conditions and to confirm that the project specifications are implemented, we recommend that observation and testing be performed during construction to monitor over-

excavation, grading, and preparation of soils upon which foundations elements or structural loads may be established.

14.0 LIMITATIONS

The exploratory data presented in this report were collected to provide geotechnical design recommendations for this project and subsurface site descriptions represent conditions observed at the time and at the locations explored. The investigations may not be indicative of subsurface conditions beyond the investigation location and conditions may change with passage of time. If subsurface conditions are encountered that are significantly different than those reported herein, Landmark should be contacted immediately for the continued applicability of the recommendations. In the event changes to the project are made that differ from those presented in this report, Landmark should be made aware of the changes. Landmark will provide written verification that the recommendations and conclusions remain valid or that modifications are required.

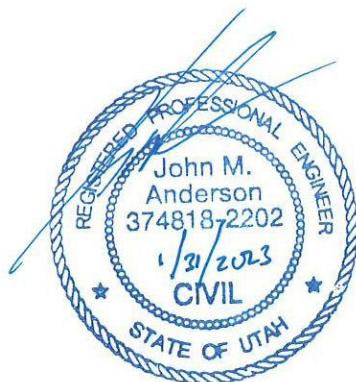
This report has been prepared to assist in project design and construction. We respectfully request the opportunity to review the final design drawings and specifications in order to determine whether the assumptions and recommendations presented herein are applicable to the anticipated designs.

This report is not intended to be used as the sole bid document. Any information concerning the environmental conditions of the site is beyond the scope of this geotechnical study. This geotechnical report has been prepared to meet the specific needs of our client and may not be appropriate to satisfy the needs of other users.

Site conditions and standards of practice change, therefore, we should be notified to review and update the report and its recommendations if construction is not commenced within 3 years of the date it was issued.

LANDMARK TESTING & ENGINEERING

Reviewed by:



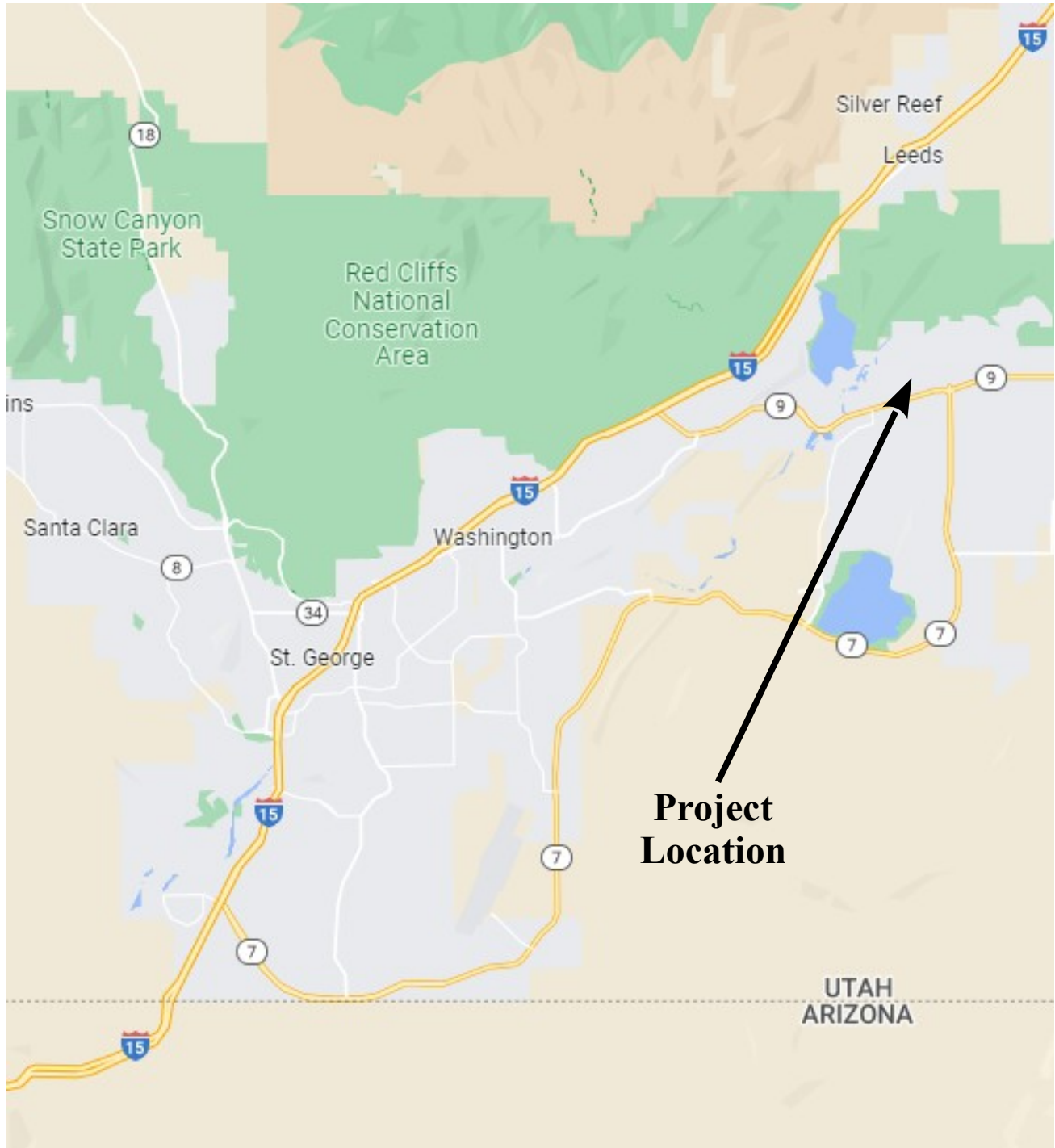
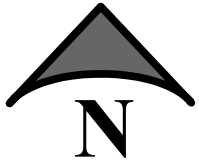
John M. Anderson, P.E.
Project Engineer



Kent Nelson, P.E.
Project Engineer

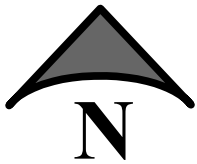
APPENDIX A

Field Investigation



Vicinity Map
Landmark Project No 220849

Figure A-1



Site Plan
Landmark Project No 220849

Figure A-2

TEST PIT NUMBER TP-1

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, fine roots to a depth of at least 1.5 feet, brown.								

Refusal on Basalt boulders.
Bottom of test pit at 1.5 feet.

TEST PIT NUMBER TP-2

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense, moist, fine to medium grained sand with subangular to subround gravel, fine roots to a depth of at least 4 feet, brown.								
		1	SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist, fine to coarse grained sand with gravel, cobble, and boulders, light brown.		3.5			32	49	19	

Refusal on Basalt boulders.
Bottom of test pit at 4.0 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
CLIENT Steward Land Company
PROJECT NUMBER 220849
PROJECT LOCATION Hurricane, Utah

Figure No. A-3

TEST PIT NUMBER TP-3

DATE STARTED 1/5/23 COMPLETED 1/5/23 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Michael Meyers CHECKED BY _____ EXCAVATION METHOD Bobcat 341 Mini-ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND (SM), loose, slightly moist, fine to medium grained sand, with roots up to 1/2-inch diameter to a depth of 2 feet, brown to red brown.								
			CALICHE: SILTY SAND WITH GRAVEL (SM), dense, slightly moist, fine to coarse with gravel, cobble, and boulders, weakly cemented Caliche, light brown to white.								
Refusal on Caliche and Basalt boulders. Bottom of test pit at 3.0 feet.											

TEST PIT NUMBER TP-4

DATE STARTED 1/5/23 COMPLETED 1/5/23 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Michael Meyers CHECKED BY _____ EXCAVATION METHOD Bobcat 341 Mini-ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND (SM), loose, slightly moist to moist, fine to medium grained sand with subangular to subround gravel, with 1/2-inch diameter roots to a depth of 1.5 feet, brown to red brown.								
			SILTY SAND WITH GRAVEL (SM), dense, slightly moist, fine to medium grained sand with gravel, cobble, and boulders, brown to light brown.								
Refusal on Basalt bedrock. Bottom of test pit at 3.0 feet.											



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
 CLIENT Steward Land Company
 PROJECT NUMBER 220849
 PROJECT LOCATION Hurricane, Utah

Figure No. A-4

TEST PIT NUMBER TP-5

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, with roots 1/4-inch in diameter to a depth of 2 feet, brown to red brown.								

Refusal on Basalt boulders.
Bottom of test pit at 3.0 feet.

TEST PIT NUMBER TP-6

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), loose, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, with fine roots to a depth of at least one foot, brown to red brown.								

Refusal on Basalt bedrock.
Bottom of test pit at 1.0 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
CLIENT Steward Land Company
PROJECT NUMBER 220849
PROJECT LOCATION Hurricane, Utah

Figure No. A-5

TEST PIT NUMBER TP-7

DATE STARTED 1/5/23 COMPLETED 1/5/23 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Michael Meyers CHECKED BY _____ EXCAVATION METHOD Bobcat 341 Mini-ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
			SILTY SAND (SM), loose to medium dense, slightly moist to moist, fine to medium grained sand with gravel and cobble, with fine roots to a depth of 2 feet, brown to red brown.								
			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist, fine to medium grained sand with gravel, cobble, and boulders, brown to light brown.								

Refusal on Basalt bedrock.
 Bottom of test pit at 2.5 feet.

TEST PIT NUMBER TP-8

DATE STARTED 1/5/23 COMPLETED 1/5/23 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Michael Meyers CHECKED BY _____ EXCAVATION METHOD Bobcat 341 Mini-ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
			SILTY SAND WITH GRAVEL (SM), loose, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, with roots up to 1/4-inch in diameter to a depth of 2 feet, brown to red brown.								

Refusal on Basalt boulders.
 Bottom of test pit at 3.0 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
 CLIENT Steward Land Company
 PROJECT NUMBER 220849
 PROJECT LOCATION Hurricane, Utah

Figure No. A-6

TEST PIT NUMBER TP-9

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), loose, moist, fine to medium grained sand with gravel, cobble, and boulders, with fine roots to a depth of at least 1 foot, brown.								

Refusal on Basalt bedrock.
 Bottom of test pit at 1.0 feet.

TEST PIT NUMBER TP-10

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, with roots up to 1/4-inch in diameter to a depth of 1 feet, brown to red brown.								

Refusal on Basalt boulders.
 Bottom of test pit at 2.0 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
CLIENT Steward Land Company
PROJECT NUMBER 220849
PROJECT LOCATION Hurricane, Utah

Figure No. A-7

TEST PIT NUMBER TP-11

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
			SILTY SAND (SM), loose to medium dense, slightly moist to moist, fine to medium grained sand, with fine roots to a depth of 5 feet, brown to red brown.								
		1	SILTY SAND (SM), medium dense, slightly moist, fine to medium grained sand, with pea-sized, subround cobble, with pinhole voids up to 1/4-inch in diameter to a depth of 5 feet, brown to light brown.		2.3			5	69	26	
5			SILTY SAND WITH GRAVEL (SM), dense, slightly moist, fine to coarse grained sand, light brown.								
Refusal on Basalt bedrock. Bottom of test pit at 5.5 feet.											

TEST PIT NUMBER TP-12

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
		1	SILTY SAND (SM), loose to medium dense, slightly moist to moist, fine to medium grained sand with gravel, with roots up to 1/4-inch in diameter to a depth of 2 feet, brown to light brown.		9.2			3	74	23	
			CALICHE: SILTY SAND WITH GRAVEL (SM), weak to moderately cemented, slightly moist, fine to medium grained sand with gravel, cobble, and boulders, light brown.								
Refusal on Basalt bedrock. Bottom of test pit at 3.0 feet.											



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
CLIENT Steward Land Company
PROJECT NUMBER 220849
PROJECT LOCATION Hurricane, Utah

Figure No. A-8

TEST PIT NUMBER TP-13

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, with fine roots to a depth of 1 foot, brown to red brown.								
			CALICHE: SILTY SAND (SM), weakly cemented, slightly moist, fine to medium grained sand with gravel, cobble, and boulders, light brown.								

Refusal on Caliche and Basalt boulders.
Bottom of test pit at 2.5 feet.

TEST PIT NUMBER TP-14

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND (SM), loose to medium dense, slightly moist, fine to medium grained sand, with roots up to 1/4-inch in diameter to a depth of 1.5 feet, brown to red brown.								
		1									
		2	SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist, fine to medium grained sand with subangular to subround gravel, cobble, and boulders, with fine roots to at least 4.5 feet, light brown.		4.3			24	56	20	

Refusal on Basalt bedrock.
Bottom of test pit at 4.5 feet.

Soluble Sulfate
= 0.55%



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
CLIENT Steward Land Company
PROJECT NUMBER 220849
PROJECT LOCATION Hurricane, Utah

Figure No. A-9

TEST PIT NUMBER TP-15

DATE STARTED 1/5/23 COMPLETED 1/5/23 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Michael Meyers CHECKED BY _____ EXCAVATION METHOD Bobcat 341 Mini-ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
			SILTY SAND (SM), loose to medium dense, slightly moist to moist, fine to medium grained sand with gravel, roots up to 1/4-inch in diameter to a depth of 3 feet, brown to red brown.								
			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist, fine to coarse grained sand with subangular to subround gravel, with fine roots to a depth of 4 feet, light brown.								
		1	with cobble and boulders.								

Refusal on Basalt bedrock.
 Bottom of test pit at 4.5 feet.

TEST PIT NUMBER TP-16

DATE STARTED 1/5/23 COMPLETED 1/5/23 EXCAVATION COMPANY Trever Jensen ELEVATION _____
 LOGGED BY Michael Meyers CHECKED BY _____ EXCAVATION METHOD Bobcat 341 Mini-ex
 NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0											
			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist to moist, fine to medium grained sand, with roots up to 1/4-inch in diameter to a depth of 1 foot, brown to red brown.								
			CALICHE: SILTY SAND WITH GRAVEL (SM), moderately cemented, slightly moist, fine to medium grained sand, white.								

Refusal on Caliche and Basalt boulders.
 Bottom of test pit at 2.5 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
 CLIENT Steward Land Company
 PROJECT NUMBER 220849
 PROJECT LOCATION Hurricane, Utah **Figure No. A-10**

TEST PIT NUMBER TP-17

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, with roots up to 1/4-inch in diameter to a depth of at least 2 feet, brown to red brown.								

Refusal on Basalt boulders.
Bottom of test pit at 2.0 feet.

TEST PIT NUMBER TP-18

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND (SM), loose, slightly moist, fine to medium grained sand, with fine roots to a depth of 3.5 feet, brown to light brown.								CBR = 72 Modified Proctor 127.3 pcf @ 9.5%
		1	SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist, fine to medium grained sand with gravel, cobble, and boulders, light brown.		2.2			12	63	25	

Refusal on Basalt bedrock.
Bottom of test pit at 4.5 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development
CLIENT Steward Land Company
PROJECT NUMBER 220849
PROJECT LOCATION Hurricane, Utah **Figure No. A-11**

TEST PIT NUMBER TP-19

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND WITH GRAVEL (SM), medium dense, slightly moist to moist, fine to medium grained sand with subangular to subround gravel, cobble, and boulders, brown to red brown. Gravel, cobble, and boulder population increases with depth.								

Refusal on Basalt boulders.
Bottom of test pit at 2.5 feet.

TEST PIT NUMBER TP-20

DATE STARTED 1/5/23 **COMPLETED** 1/5/23 **EXCAVATION COMPANY** Trever Jensen **ELEVATION** _____
LOGGED BY Michael Meyers **CHECKED BY** _____ **EXCAVATION METHOD** Bobcat 341 Mini-ex
NOTES _____

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			SILTY SAND (SM), loose, slightly moist o moist, fine to medium grained sand, with roots up to 1/2-inch in diameter to a depth of 2 feet, brown to red brown.								
		1			8.9			3	74	23	
		2	SILTY SAND WITH GRAVEL (SM), medium dense to dense, slightly moist to moist, fine to medium grained sand with gravel, cobble, and boulders, weakly plastic, brown to light brown.		11.5	20	7	42	38	20	

Refusal on Basalt bedrock.
Bottom of test pit at 4.5 feet.



Landmark Testing & Engineering
 795 Factory Drive
 St. George, UT 84790
 Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development

CLIENT Steward Land Company

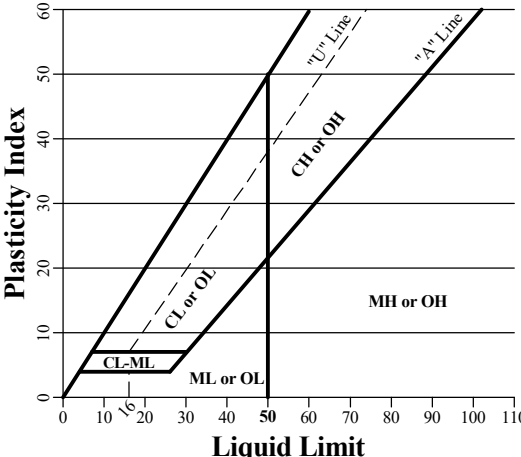
PROJECT NUMBER 220849

PROJECT LOCATION Hurricane, Utah

Figure No. A-12

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS	SYMBOLS		TYPICAL NAMES
COARSE-GRAINED SOILS (More than 50% of soil Retained on No. 200 sieve size)	GRAVELS More than 1/2 of coarse fraction > No. 4 sieve size		GW Well graded gravels or gravel-sand mixtures little or no fines.
			GP Poorly graded gravels or gravel-sand mixtures little or no fines.
			GM Silty gravels, gravel-sand-silt mixtures
			GC Clayey gravels, gravel-sand-clay mixtures
	SANDS More than 1/2 of coarse fraction < No. 4 sieve size		SW Well graded sands or gravelly sand mixtures little or no fines.
			SP Poorly graded sands or gravelly sand mixtures little or no fines.
			SM Silty sands, sand-silt mixtures
			SC Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS (Less than 50% of soil Retained on No. 200 sieve size)	SILTS & CLAYS Liquid Limit < 50		ML Inorganic silts and very fine sands, rock flour, silty fine sands or clayey silts with slight plasticity
			CL Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, silty clays, lean clays.
			OL Organic silts and organic silty clays of low plasticity
	SILTS & CLAYS Liquid Limit > 50		MH Inorganic silts, micaceous or diatomaceous fine sand or silty soils, elastic silts
			CH Inorganic clays of high plasticity, fat clays
			OH Organic clays of medium to high plasticity, organic silty clays, organic silts
HIGHLY ORGANIC SOILS			PT Peat and other highly organic soils

GRAIN SIZE CHART			SAMPLES	PLASTICITY CURVE
CLASSIFICATION	Range of Grain Size			
	U.S. Standard Sieve Size	Grain Size in Millimeters		
BOULDERS	Above 12"	Above 305		
COBBLES	12" to 3"	305 to 76.2		
GRAVEL	3" to No. 4	76.2 to 4.76		
	Coarse 3" to 3/4"	76.2 to 19.1		
Fine 3/4" to No. 4	19.1 to 4.76			
SAND	No. 4 to No. 200		4.76 to 0.074	
	Coarse No. 4 to No. 10		4.76 to 2.00	
	Medium No. 10 to No. 40		2.00 to 0.42	
	Fine No. 40 to No. 200	0.420 to 0.074		
SILT & CLAY	Below No. 200	Below 0.074		
				
				



Landmark Testing & Engineering
795 Factory Drive
St. George, UT 84790
Telephone: 435-986-0566

PROJECT NAME Hurricane Mixed-Use Development

CLIENT Steward Land Company

PROJECT NUMBER 220849

PROJECT LOCATION Hurricane, Utah

Figure No. A-13

APPENDIX B

Laboratory Test Results



PROCTOR REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/9/2023

Reviewed By:

Lab#: 23SG0097

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Red Silty Sand with Clay and Gravel

Tested By: M. Wells

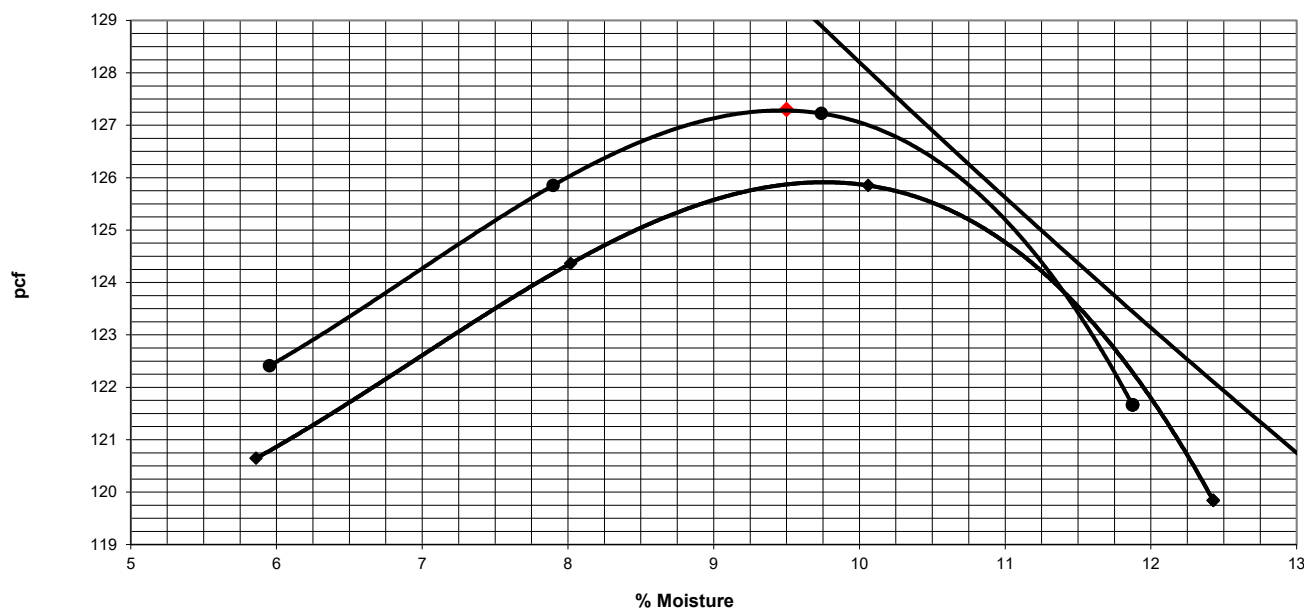
Date: 1/7/2023

Location of Sample: Test Pit 18 at 2-4'

Authorized By: Client

Date: 1/5/2023

Moisture Density Relationship



Proctor Data

Hammer Weight:	10 pounds
Hammer Drop:	18 inches
Number of Layers:	5 layers
Blows per Layer:	56 blows
Mold Size (cu. Ft.):	0.075
% Oversized:	9.8
Oversize Sp. G.:	2.26
ZAV Sp. G.:	2.59
Test Performed on Material Passing:	3/4 in. Sieve

Point	1	2	3	4	5	6
% Moisture	6.0	7.9	9.7	11.9		
Dry Density	122.4	125.9	127.2	121.7		

Correction applied to each point.

Test Results

Maximum Dry Density, Lbs/ft ³	127.3
Optimum Moisture, %	9.5
Test Standard	ASTM D 1557
Method	Method C

FIGURE B-1



CALIFORNIA BEARING RATIO

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/16/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0097

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Red Brown Silty Sand with Clay and Gravel

Tested By: J. Wells

Date: 1/9/2023

Location of Sample: Test Pit 18 at 2-4'

Authorized By: Client

Date: 1/5/2023

SOIL DATA

Max. Dry Density:	127.3	<
Optimum Moisture:	9.5	<
Test Standard	ASTM D 1557	
% +3/4" Replaced	9.8	<

CBR RESULTS

0.10 in. penetration:	68.9
0.20 in. penetration:	73.8
0.30 in. penetration:	71.6
0.40 in. penetration:	Not Tested
0.50 in. penetration:	Not Tested

CALIFORNIA BEARING RATIO, ASTM D 1883

MOLDED		SOAKED	
% Moisture Before:	9.3	Average % Moisture:	9.4
% Moisture After:	9.2	Top 1" % Moisture:	9.4
Dry Density:	126.7	Dry Density:	126.6
% of Max. Density:	99.5	% of Max. Density:	99.5
# Blows / Lift:	56 / 5	Percent Swell:	0.1
Surcharge, lbs:	10	Linearity Correction:	0.008

Penetration Curve

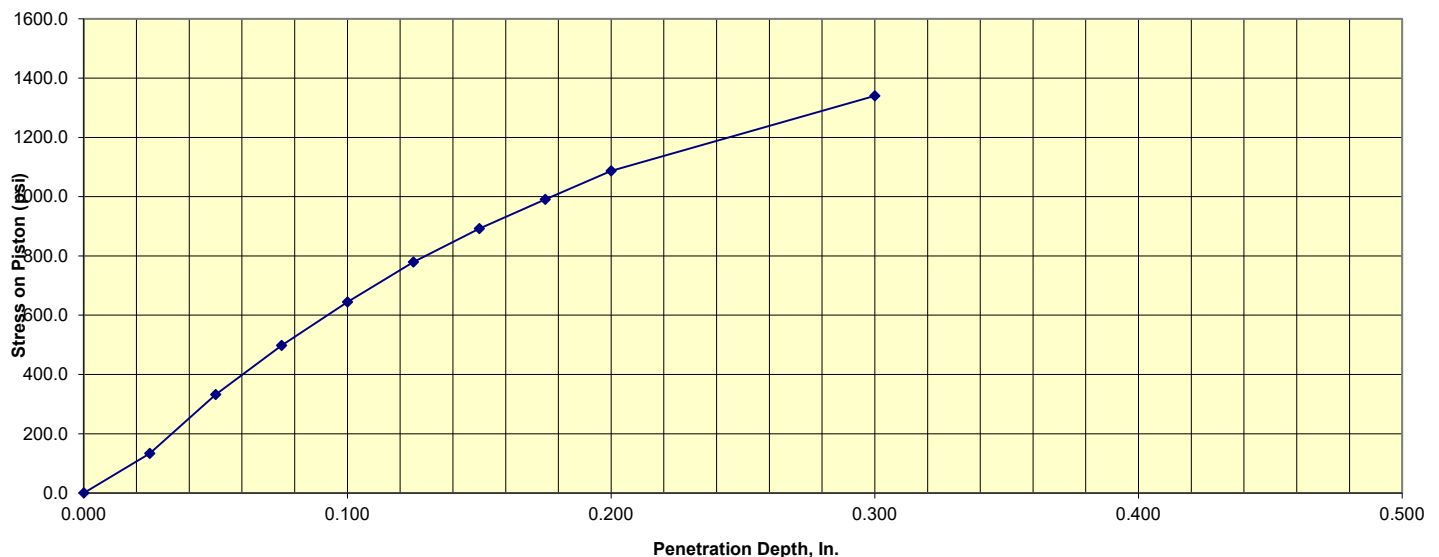


FIGURE B-2



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/13/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0091

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand with Gravel

Tested By: A. Pay

Date: 1/11/2023

Location of Sample: Test Pit 2 at 2.5'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"	100	
25 mm 1"	93	
19 mm 3/4"	91	
12.5 mm 1/2"	77	
9.5 mm 3/8"	73	
4.75 mm #4	68	
2.00 mm #10	64	
1.18 mm #16	63	
425 µm #40	62	
300 µm #50	59	
75 µm #200	19.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.5		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	32.0	48.6	19.4

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

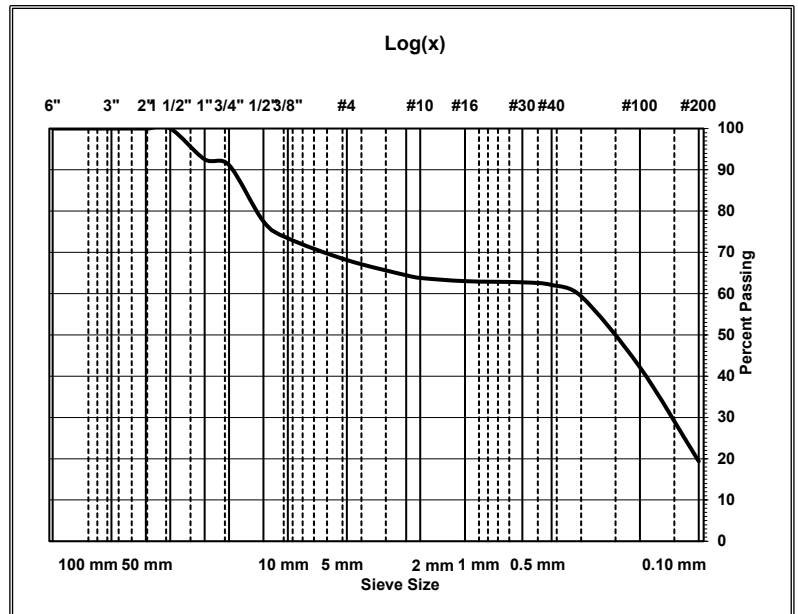
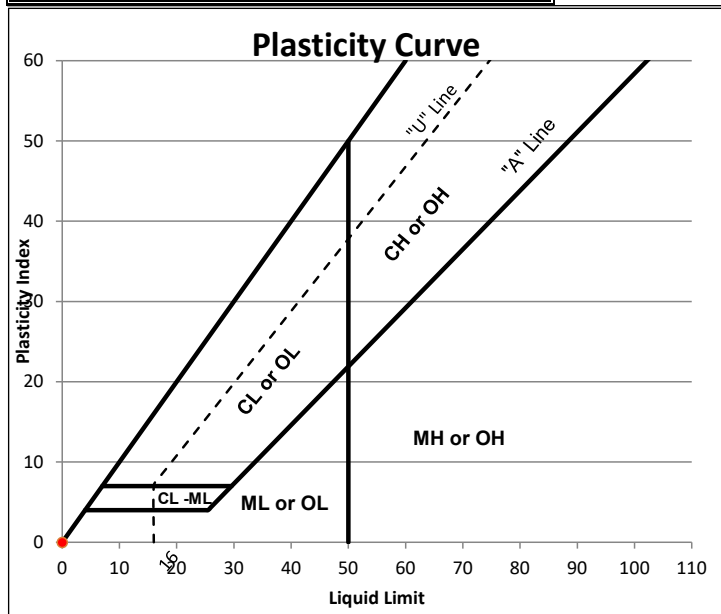


FIGURE B-3



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/16/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0092

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand

Tested By: B. Ingram

Date: 1/13/2023

Location of Sample: Test Pit 11 at 3'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"		
25 mm 1"	100	
19 mm 3/4"	97	
12.5 mm 1/2"	96	
9.5 mm 3/8"	95	
4.75 mm #4	95	
2.00 mm #10	94	
1.18 mm #16	94	
425 µm #40	93	
300 µm #50	92	
75 µm #200	25.7	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	2.3		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	5.0	69.3	25.7

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

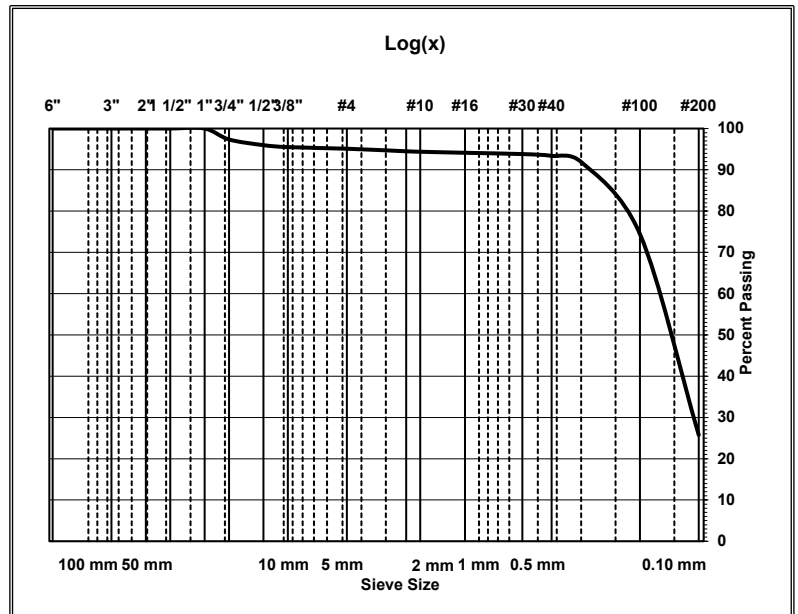
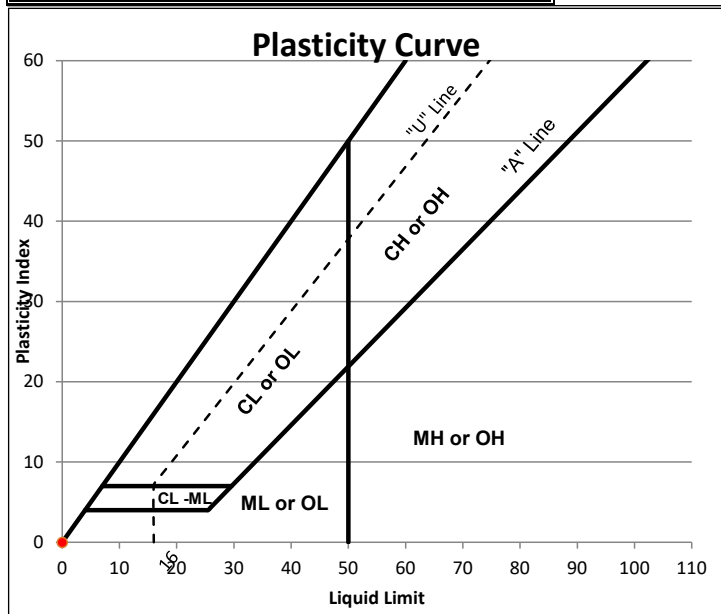


FIGURE B-4



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/16/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0093

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand

Tested By: B. Ingram

Date: 1/13/2023

Location of Sample: Test Pit 12 at 1.5'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification	Test	Result	Specification	Test Standard
150 mm 6"			Natural Moisture Content, %	9.2		ASTM D 2216
75 mm 3"			Liquid Limit			ASTM D 4318
50 mm 2"			Plasticity Index			ASTM D 4318
37.5 mm 1-1/2"			Unified Classification System			ASTM D 2487
25 mm 1"	100		AASHTO Classification System			AASHTO M145
19 mm 3/4"	98					
12.5 mm 1/2"	98					
9.5 mm 3/8"	98					
4.75 mm #4	97					
2.00 mm #10	96					
1.18 mm #16	96					
425 µm #40	95					
300 µm #50	94					
75 µm #200	23.4					

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	3.0	73.6	23.4

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

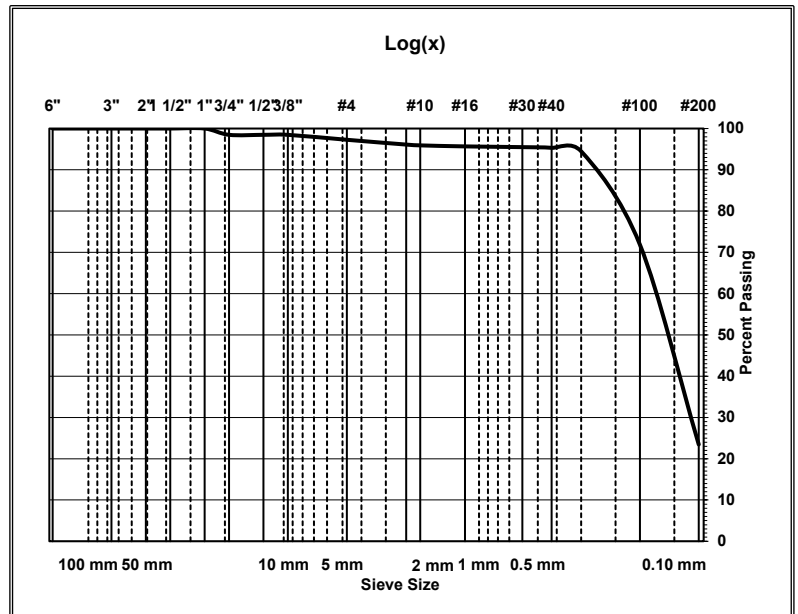
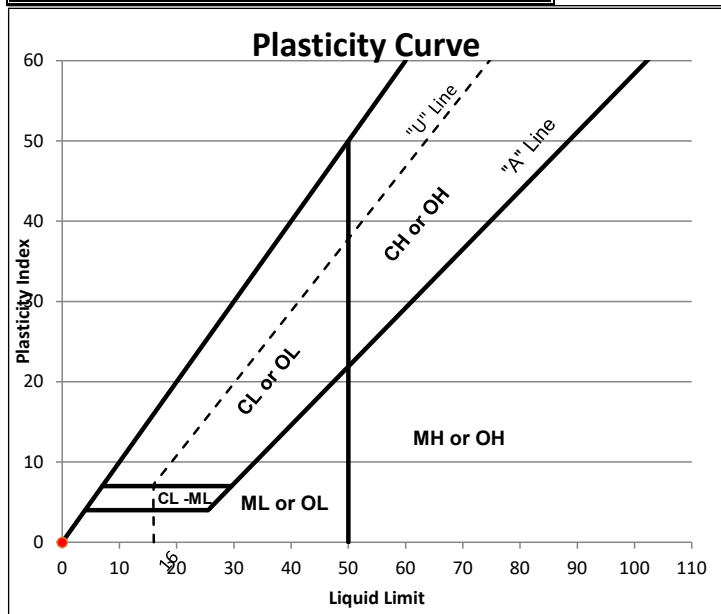


FIGURE B-5



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 11/16/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0095

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand with Gravel

Tested By: A. Pay

Date: 1/11/2023

Location of Sample: Test Pit 14 at 3'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"	100	
37.5 mm 1-1/2"	88	
25 mm 1"	85	
19 mm 3/4"	84	
12.5 mm 1/2"	80	
9.5 mm 3/8"	79	
4.75 mm #4	76	
2.00 mm #10	73	
1.18 mm #16	72	
425 µm #40	72	
300 µm #50	70	
75 µm #200	20.5	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	4.3		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-2-4		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	24.0	55.5	20.5

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

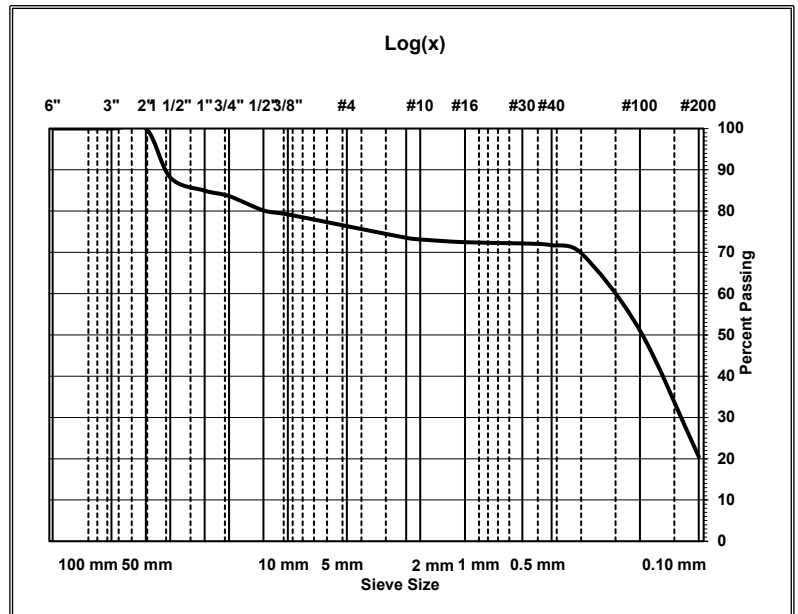
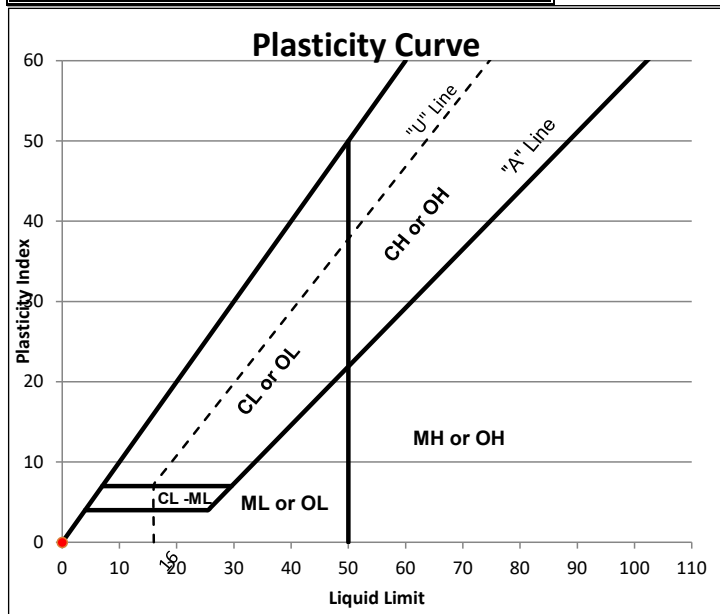


FIGURE B-6



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/19/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0098

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand

Tested By: C. Cox

Date: 1/18/2023

Location of Sample: Test Pit 18 at 3.5'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"	100	
25 mm 1"	96	
19 mm 3/4"	93	
12.5 mm 1/2"	91	
9.5 mm 3/8"	90	
4.75 mm #4	88	
2.00 mm #10	88	
1.18 mm #16	87	
425 µm #40	86	
300 µm #50	85	
75 µm #200	25.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	2.2		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-2-4		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	12.0	62.6	25.4

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

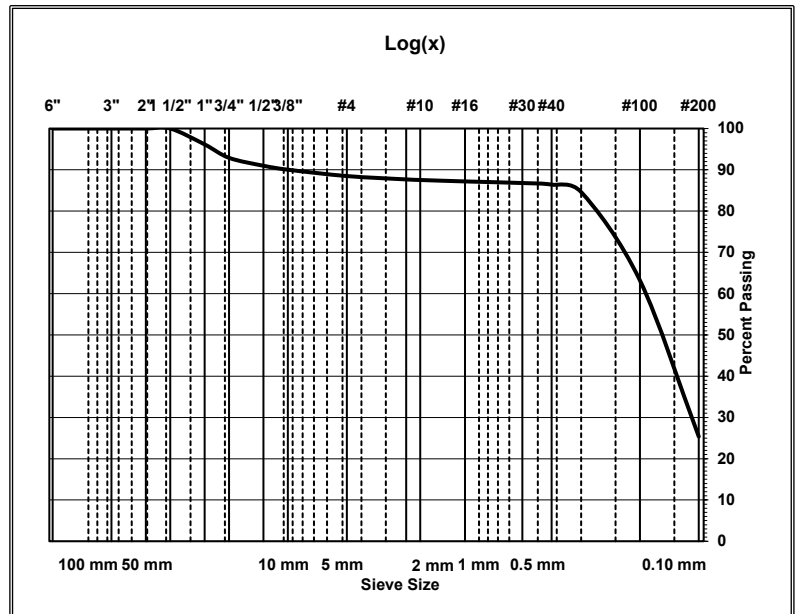
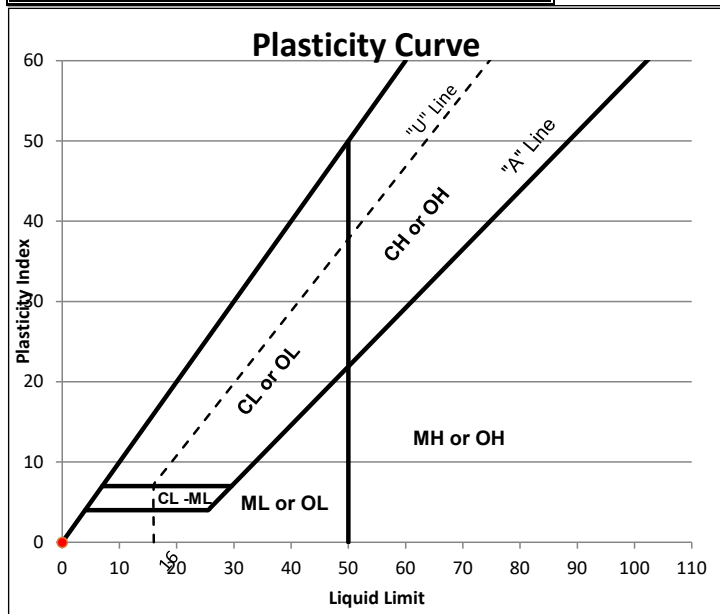


FIGURE B-7



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/16/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0099

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand

Tested By: B. Ingram

Date: 1/13/2023

Location of Sample: Test Pit 20 at 2'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis , ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"		
25 mm 1"		
19 mm 3/4"	100	
12.5 mm 1/2"	100	
9.5 mm 3/8"	98	
4.75 mm #4	97	
2.00 mm #10	97	
1.18 mm #16	97	
425 µm #40	96	
300 µm #50	95	
75 µm #200	23.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	8.9		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System	SM		ASTM D 2487
AASHTO Classification System	A-2-4		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	3.0	73.6	23.4

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

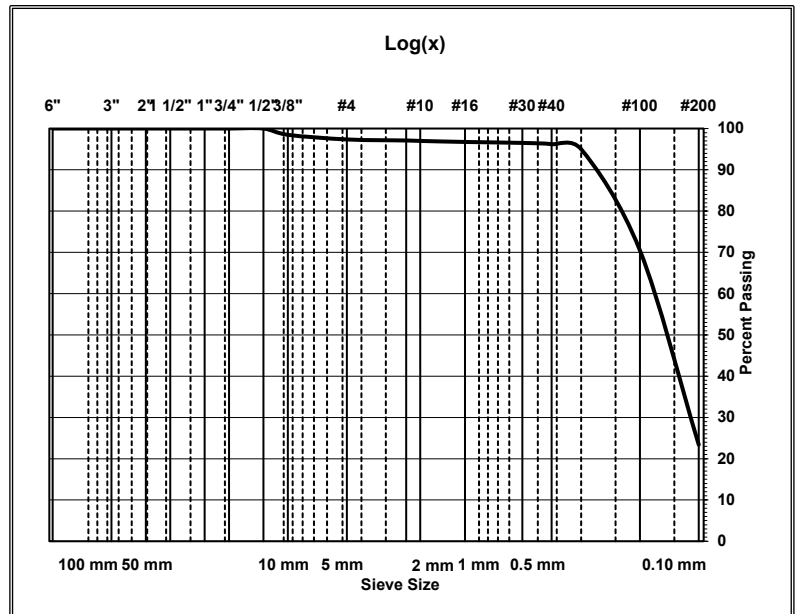
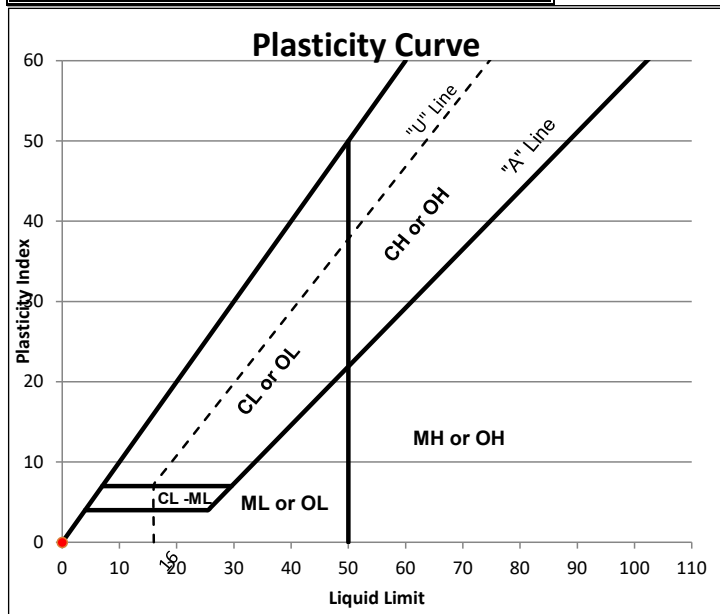


FIGURE B-8



SOIL CLASSIFICATION REPORT

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/11/2023

Reviewed By:

Lab#: 23SG0100

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty, Clayey Gravel with Sand

Tested By: P. Twitchell

Date: 1/6/2023

Location of Sample: Test Pit 20 at 4'

Authorized By: Client

Date: 1/5/2023

Sieve Analysis, ASTM C136 and C117

Sieve Size	% Passing Cumulative	Specification
150 mm 6"		
75 mm 3"		
50 mm 2"		
37.5 mm 1-1/2"	100	
25 mm 1"	95	
19 mm 3/4"	74	
12.5 mm 1/2"	63	
9.5 mm 3/8"	63	
4.75 mm #4	58	
2.00 mm #10	56	
1.18 mm #16	55	
425 µm #40	55	
300 µm #50	54	
75 µm #200	20.1	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	11.5		ASTM D 2216
Liquid Limit	20		ASTM D 4318
Plasticity Index	7		ASTM D 4318
Unified Classification System	GC-GM		ASTM D 2487
AASHTO Classification System	A-2-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	42.0	37.9	20.1

Diameter D ₆₀	Diameter D ₃₀	Diameter D ₁₀	Coefficient of Uniformity, C _u	Coefficient of Concavity, C _c

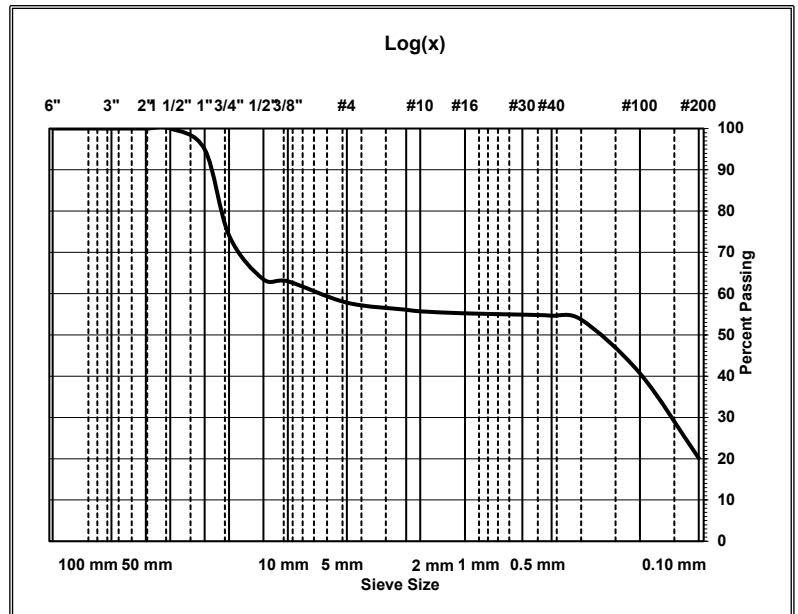
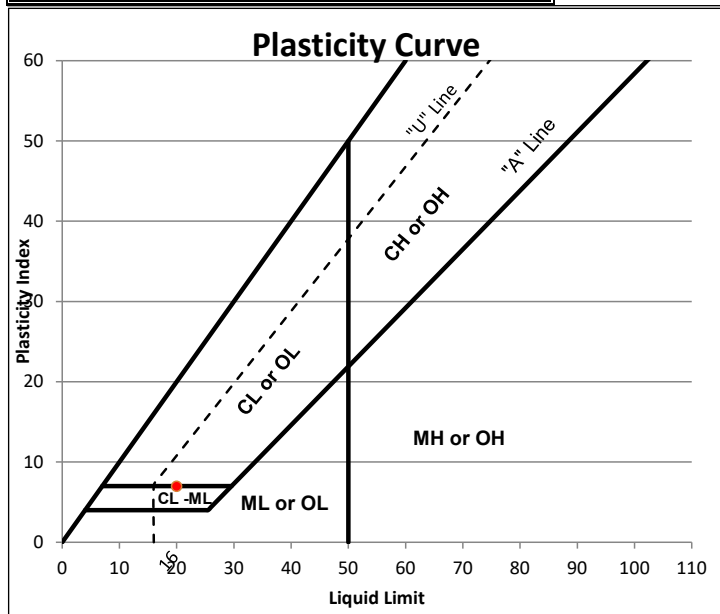


FIGURE B-9



WATER-SOLUBLE SULFATE IN SOIL

Client: Steward Land Company
1708 East 5550 South STE 18
Ogden, UT 84403

Date of Report: 1/19/2023

Reviewed By: Z. Girsberger

Lab#: 23SG0094

Project: Hurricane Mixed-Use

Project #: 220849

Location: Hurricane

Sampled By: M. Meyers

Date: 1/5/2023

Type of Sample: Brown Silty Sand

Tested By: A. Pay

Date: 1/17/2023

Location of Sample: Test Pit 14 at 1'

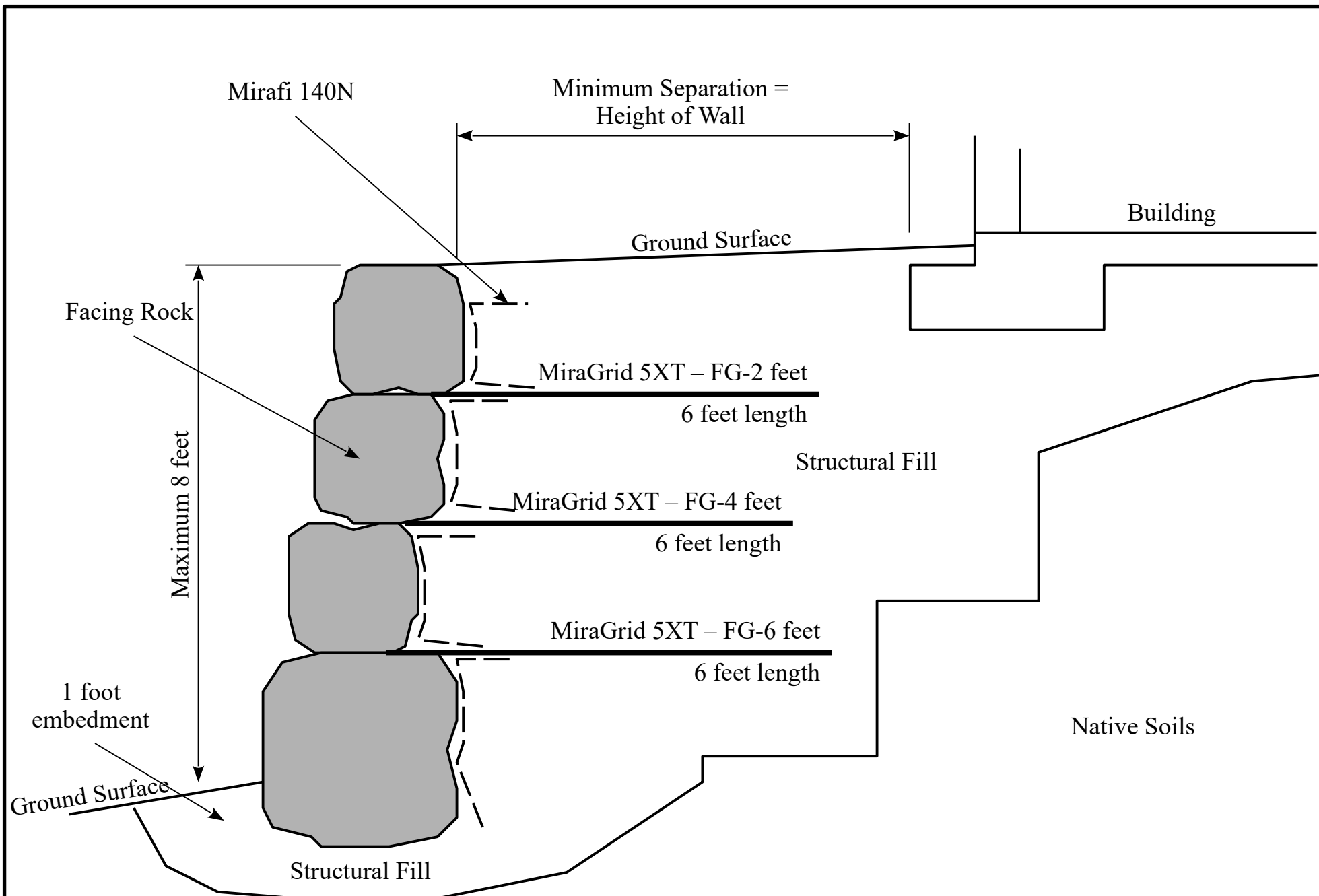
Authorized By: Client

Date: 1/5/2023

Test	Result %	Exposure Class	Test Standard
Percent Water-Soluble Sulfate in Soil	0.55	S2	ASTM C1580

APPENDIX C

Details



Rockery Wall Detail
Landmark Project No 220849

Figure C-1

COMMITMENT FOR TITLE INSURANCE
ISSUED BY

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, Real Advantage Title Insurance Company, a California 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 30 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

REAL ADVANTAGE TITLE INSURANCE COMPANY

Countersigned By:

A handwritten signature in black ink, appearing to be "WDB", written over a horizontal line.

BY: _____
William D. Burding, Jr.,
Executive Vice President & General Counsel

A handwritten signature in black ink, appearing to be "KH", written over a horizontal line.

BY: _____
Ken Higley, Title Officer
Real Advantage Title Insurance Company

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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; [and]
- (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.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form].

- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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 issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

[Transaction Identification Data for reference only:

Issuing Agent: Real Advantage Title Insurance Agency

Issuing Office: 5926 S. Fashion Point Drive, Suite 220, South Ogden, UT 84403

Issuing Office's ALTA® Registry ID: 0007598

Loan ID Number:

Commitment Number: 22-13655-RM

Issuing Office File Number: 22-13655-RM

Property Address:] Not Available, Hurricane, UT 84737

[Revision Number:] 1

SCHEDULE A

1. Commitment Date: 07/25/2022 at 8:00 AM
2. Policy to be issued:
 - (a) ALTA Owner's Policy

Proposed Insured:	Steward Land Holdings LLC and/or Assigns LLC, a Limited Liability Company
Proposed Policy Amount:	\$6,900,000.00
Proposed Premium Amount:	\$12,661.00
 - (b) ALTA Loan Policy

Proposed Insured:	TBD
Proposed Policy Amount:	\$1,000.00
Proposed Premium Amount:	\$200.00
Endorsements:	
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment date, vested in: Mitchell J. Olsen
5. The Land is described as follows:
See attached Exhibit A.

REAL ADVANTAGE TITLE INSURANCE COMPANY

BY: 
Authorized Countersignature
Ken Higley, Title Officer

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form].



SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form].

SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. 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 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) as shown by the public records.
6. Taxes or assessments which are not no 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 record 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 public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

NOTE: EXCEPTIONS 1-8 HEREIN WILL BE OMITTED FROM AN ALTA EXTENDED OWNERS POLICY AND ALTA EXTENDED LENDERS POLICY.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

9. General Property Taxes for the year 2021 have been paid in the amount of \$5,825.18.
Tax Parcel # H-3-1-31-3009
10. Said property is within the boundaries of Hurricane and Tax District 3, and is subject to any charges and assessments levied thereunder.
11. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
12. Grant of Easement and/or Right-of-Way and the terms, conditions and limitations contained therein:
In favor of: Hurricane City, a Utah Municipal Corporation
Recorded: 7/10/2019
Entry No.: 20190027165
13. Claim, right, title or interest to water or water rights, whether or not shown by the public records.
14. Any and all outstanding oil and gas, mining and mineral rights, minerals and ores situated in, upon or under the above described tract of land, together with the right of the proprietor of a vein or lode to extract his ore therefrom should the same be found to penetrate or intersect the premises and the right of ingress and egress for the use of said rights, along with any other rights in connection with or relative to the mining, removal or sale of the same (but not including the right to enter upon the surface of the premises).
15. Subject to the following matters referenced on that certain survey prepared as Job No. 5533-09, by Scott P. Woolsey, License No. 174919
16. NOTE: No existing Deed of Trust appears of record under the current owner(s). If this information is not correct, please notify the Company as soon as possible to provide information regarding the existing loan.
17. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.
18. The rights of parties in possession of the subject property under unrecorded leases, contracts, rental or occupancy agreements and any claims, rights or interests arising thereunder.
19. Obtain a copy of the Articles of Incorporation for Steward Land Holdings, LLC.

NOTE: A search of the Federal and State judgment records revealed no unpaid judgments, tax liens or open bankruptcies in the past eight years (except as noted) against:

Mitchell J. Olsen

Steward Land Holdings, LLC.

NOTE: According to the 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,

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

except as follows:

NONE.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form].

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT A

The Land referred to herein below is situated in the County of Washington, State of Utah, and is described as follows:

Commencing at the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence North 88°52'58" West along the Section line a distance of 751.16 feet; thence North, a distance of 452.94 feet to the Point of Beginning, said point being on the Northerly right of way line of Highway SR-9; thence South 74°50'08" West, along said right of way line a distance of 765.51 feet; thence North 01°42'49" East, a distance of 1399.98 feet; thence North 67°32'27" East a distance of 327.32 feet; thence South 57°30'11" East, a distance of 335.71, feet; thence North 63°09'32" East, a distance of 269.71 feet; thence North 83°12'08" East, a distance of 265.91 feet; thence North 40°40'01" East, a distance of 312.94 feet; thence South 88°58'18" East, a distance of 189.64 feet, to a point on the Center Section line of said Section 31; thence South 01°01'42" West, along said line a distance of 1070.46 feet; thence South 89°46'38" West, a distance of 131.69 feet; thence South 85°13'16" West, a distance of 211.19 feet; thence South 68°02'47" West, a distance of 332.30 feet; thence North 88°52'58" West a distance of 111.09 feet; thence South 01°07'02" West a distance of 320.61 feet to the Point of Beginning.

LESS and EXCEPTING the following described Parcel:

Commencing at the South Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian; thence South 89°58'47" West a distance of 511.39 feet; thence North 00°01'13" West a distance of 1040.89 feet to the Southwest Corner of an existing 1 acre well site Parcel, and the Point of Beginning; thence North 00°01'13" West a distance of 208.71 feet; thence North 89°58'47" East a distance of 208.81 feet; thence South 00°01'13" East a distance of 208.71 feet; thence South 89°58'47" West a distance of 208.71 feet to the Point of Beginning.

Tax Parcel #: H-3-1-31-3009

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Real Advantage Title Insurance Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Stephen Nelson

From: Ken Richins
Sent: Thursday, March 23, 2023 2:12 PM
To: Stephen Nelson; Fred Resch; Dayton Hall; Kaden DeMille; David Hirschi; Nanette Billings; Kevin Thomas; David Sanders; Doug Heideman; Joseph Prete
Cc: Kory Wright
Subject: Development around the Hurricane City Stratton wells and water tank, East of Walmart .

To whom it may concern

Water department concerns:

Hurricane Water Department has redrilled both Stratton wells in the past 18 years.

- When wells fail, we must move 50 ft away and drill a new one. Allowing any thing on city property will take away our ability to redrill future replacement wells.
- Safety for neighborhood children
- Facility Security
- Access to replace and maintain water infrastructure.
- Drainage ,tank overflow, pump to waste out of each well at start up.
- Existing waterlines cannot be under structures.
- Existing waterlines repair and future replacement .

Thanks
Ken



STAFF COMMENTS

Consideration and possible decision **regarding locking the Equestrian Park gate**

Discussion:

This item was added to the agenda after the cutoff date at the request of Councilmen Thomas, Hirschi, and Heideman. The question for the Council is what type of access the City should allow at the southwest corner of the Equestrian Park.

Key Events and Information:

- In 2019, the City Council approved a site plan for the Equestrian Park. The site plan is included in the packet. The site plan shows only one access point through the Rainbow Canyon subdivision, and there is no indication of a gate on the site plan.
- For several years, the City has been in discussions with the Iverson and Jessop families to purchase for fair market value a strip of land south of the airport to provide a second access to the Park, but the Iverson and Jessop families have declined to sell.
- Mr. Iverson does not have a legal right to access his property through the City's Park. There is no easement--prescriptive or otherwise--allowing access through the Park. The City has the legal right to restrict and otherwise regulate access to its parks.
- There is no agreement between the City and Mr. Iverson regarding access to the City's Park. During the planning of the Equestrian Park, there were discussions about the City potentially providing overnight horse stalls for large equine events, but the Council elected not to provide that service and instead leave it up to the private sector. There were comments that Mr. Iverson's property adjacent to the Park might be a good location to provide boarding, but the City and Mr. Iverson never reached an agreement granting Mr. Iverson exclusive access. Neither has Mr. Iverson granted the City reciprocal access to his property.
- When the City acquired the 40 acres for the Equestrian Park, vehicular access across Frog Hollow Wash was not possible. The reason that vehicular access is now available to Mr. Iverson's property is because the City installed large culverts and built a road over the wash.
- When the City fenced the 40 acres, the contractor placed a gate for convenience leading to the BLM property south of the Park. Until recently, Mr. Iverson and his clients have been using the City Park on a regular basis to access his property, including truck and trailer traffic. Mr. Iverson was driving through the gate onto BLM property and then onto his private property.
- Some time in or before November of 2022, Mr. Iverson cut the City's fence separating the City Park from Mr. Iverson's private property and installed a panel gate, making it so that Mr. Iverson could drive directly into the City's Park without going through the gate

onto BLM property. Mr. Iverson did not ask for permission or notify the City that he was cutting the City's fence. At a meeting on November 14, 2022, with the Mayor, Mr. Iverson, and city staff, Mr. Iverson was informed that he did not have permission to cut the City's fence and that he did not have a legal right to access the City Park from the south end. Mr. Iverson agreed to repair the cut fence, which he partially did, and continued to access the Park through the gate into BLM property.

- Because of the topography, the location of the fences, and the lack of road on the BLM property, vehicles using the gate into the BLM property cannot go anywhere except on to Mr. Iverson's property. In other words, a gate for vehicles would provide Mr. Iverson exclusive vehicular access to the City's Park. However, with a small man/horse gate, hikers and horseback riders could hike/ride south crosscountry while staying on BLM land all the way to Moccasin Flats.
- A man/horse gate on the south end of the Equestrian Park would be consistent with the small gate that the City has installed for the Molly's Nipple Trailhead, which exits the Equestrian Park on the east side of the Park.
- City staff is not aware of anywhere else in the City where an adjoining landowner has been given exclusive vehicular access to a City Park. In fact, City staff have restricted access in these situations. For example, some landowners have placed gates in their back yards to gain access to the City Cemetery, which access gates have been locked or closed by the City.
- Last week, City staff placed a lock on the gate going into the BLM property. City staff believe this action is consistent with the site plan approved by the City Council and is consistent with how other residents in the City are treated when it comes to vehicular access to City parks financed by taxpayers.

Findings:

Recommendation:

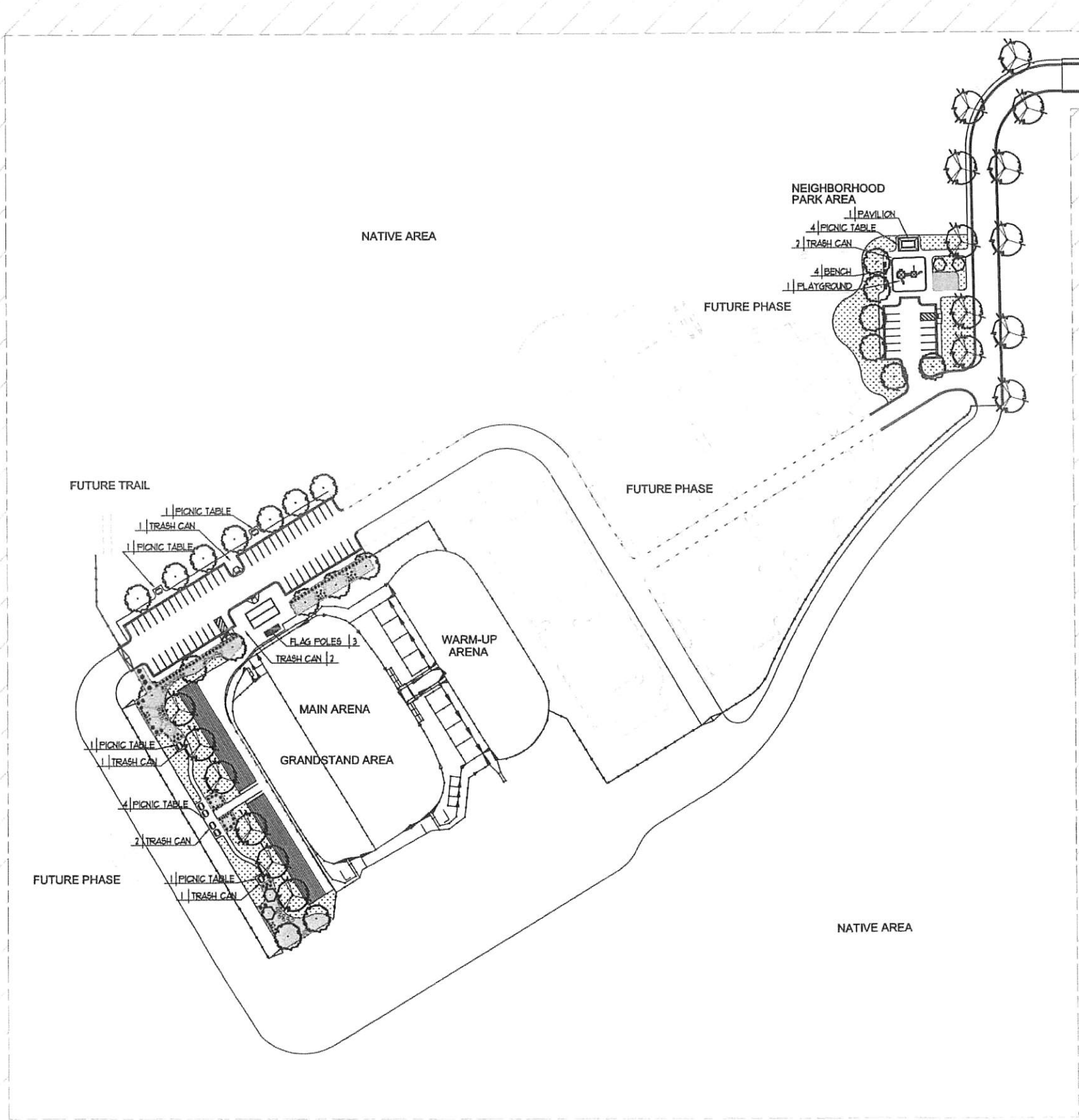
Staff recommends that access to the Equestrian Park be restricted in the same way that access is restricted to other City Parks, and that no particular person be granted an exclusive vehicular right of access. Staff recommends that a four-foot man/horse gate be placed in the south fence to allow hikers and horseback riders to access the BLM property from the Equestrian Park and hike or ride on public land. Mr. Iverson's horse boarders and clients could also utilize the four-foot gate to access the Equestrian Park. If Mr. Iverson would like to be granted vehicular right of access, City staff recommend a reciprocal arrangement in which the public also gains the same right-of-way access to the Equestrian Park from 1100 West.

Attachments:

1. 190924 Equestrian Park Site Plan



JACKSON LAND DESIGN, PC
Landscape Architects
4845 Kim Drive
Pocatello, Idaho 83204
ph. (208) 589-4498
bjackson@jlanddesign.com
www.jlanddesign.com



SITE AMENITIES

QTY.	ITEM	DESCRIPTION	SUPPLIED & INSTALLED BY:	CONTACT
12	PICNIC TABLES	MODEL NO. SG106P BY WABASH VALLEY COLOR: SEATS & TOP "BY OWNER" FRAME - COLOR "BY OWNER"	HURRICANE CITY	BIG T RECREATION: TAFT EGAN (811) 919-2448
4	BENCHES	MODEL NO. SG306P BY WABASH VALLEY COLOR: SEAT - "BY OWNER" FRAME - "BY OWNER"	HURRICANE CITY	BIG T RECREATION: TAFT EGAN (811) 919-2448
1	TRASH CAN	MODEL NO. LR300D BY WABASH VALLEY COLOR: "BY OWNER"	HURRICANE CITY	BIG T RECREATION: TAFT EGAN (811) 919-2448
1	PAVILION (16' X 24') BY ICON SHELTERS	MODEL NO. RG16X24M2C-P4 ALL STEEL POWDER COAT: COLOR "BY OWNER" METAL ROOF: COLOR "BY OWNER". NOTE: CONTRACTOR TO FURNISH AND INSTALL METAL ROOF AS REQUIRED. METAL ROOF TO MATCH NEARBY RESTROOM BUILDING.	CONTRACTOR	BIG T RECREATION: TAFT EGAN (811) 919-2448
1	PLAYGROUND BY PLAYWORLD	MODEL NO. 1111 COLOR: BY CITY NOTE: CONTRACTOR IS TO SUPPLY AND INSTALL 12" DEEP (COMPACTED) WOOD CHIP SURFACING EQUAL TO "FIBAR".	HURRICANE CITY	BIG T RECREATION: TAFT EGAN (811) 919-2448
3	FLAG POLES BY KAY PARK	MODEL NO. KF825 -25 FOOT FLAG POLE	CONTRACTOR	BIG T RECREATION: TAFT EGAN (811) 919-2448

- NOTES:
1. SEE PLANS FOR OTHER ITEMS TO BE SUPPLIED / INSTALLED BY THE CONTRACTOR NOT LISTED ABOVE.
 2. COORDINATOR THE FINAL LOCATION AND PLACEMENT OF ALL SITE FURNITURE WITH THE OWNER, I.E. TRASH CANS, BENCHES, PICNIC TABLES, ETC.
 3. CONTRACTOR MAY PROPOSE "EQUAL TO ITEMS" FOR THE ITEMS LISTED ABOVE. HOWEVER, THE CONTRACTOR MUST GET IN WRITING FROM THE OWNER THAT SUBSTITUTIONS ARE APPROVED AND ACCEPTED BY THE OWNER PRIOR TO PURCHASE AND INSTALLATION!!

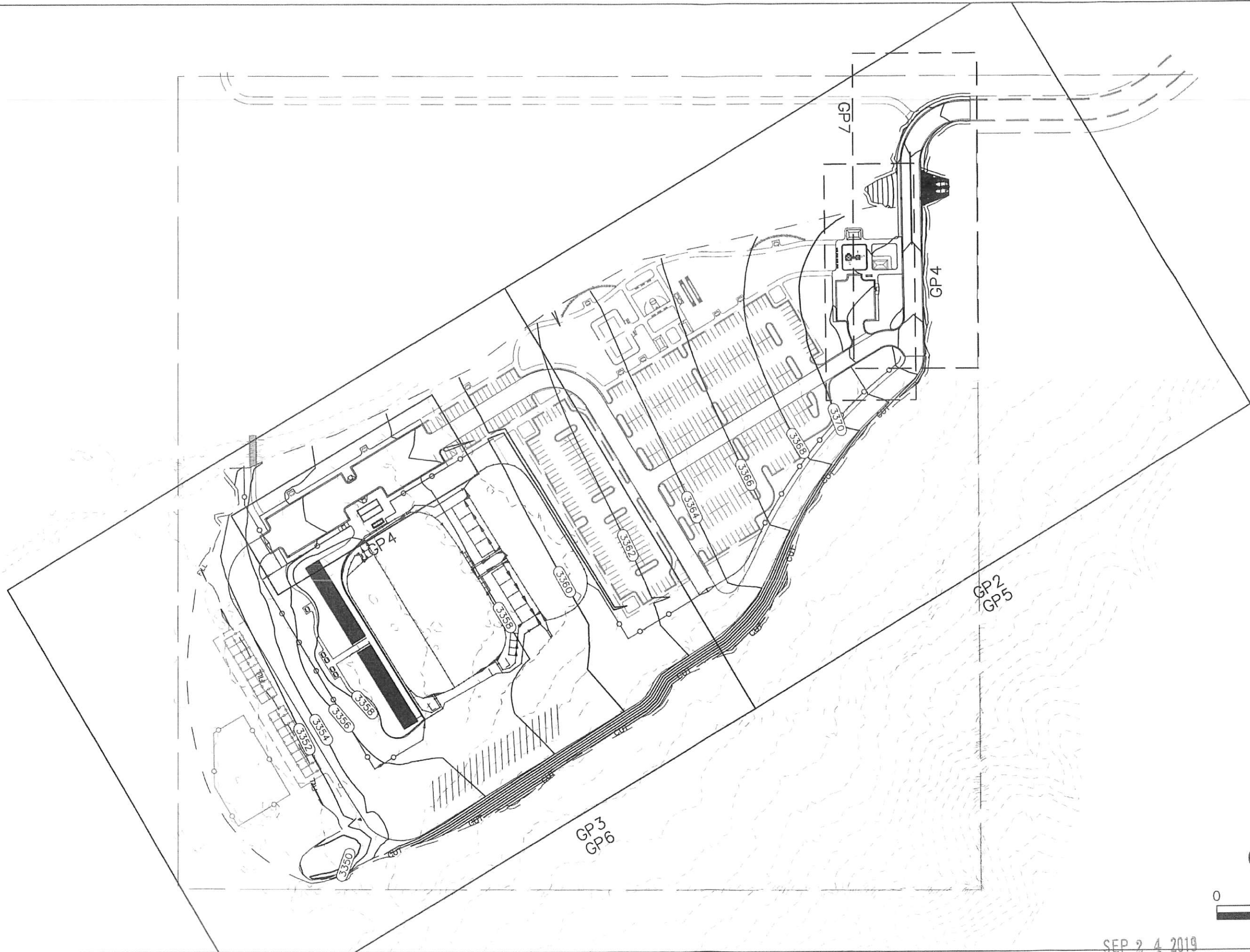


CALL BEFORE YOU DIG 1-800-662-4111
BLUE STAKES UTILITIES PROTECTION CENTER
UNDERGROUND UTILITY SERVICE (USA)

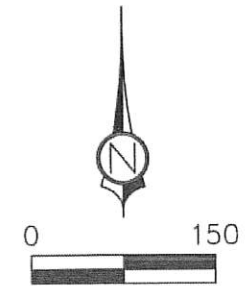
SEP 24 2019 150
75

AMENITIES & SITE FURNISHINGS PLAN	
CITY OF HURRICANE EQUESTRIAN PARK PHASE 1 HURRICANE UTAH	
PROJ. #: Pa. 19131	SHEET
DRAWN BY: WSJ	L8.0
DESIGN BY: WSJ	8 OF 8
CHECKED BY: JJ	

PLOT: 2019-08-10 07:50 PM
PATH: L:\UTAH\PROJECTS\ACTIVE 2019\FX\1111-00 - HURRICANE EQUESTRIAN PARK\00 - CAD\046 - SHEETS\1111- GP DWG



SEP 24 2019



CivilScience Engineers Surveyors Solutions 1453 S Dixie Drive, Ste 150 St. George, UT 84770 435.986.0100	
<i>GAO</i>	
OVERALL GRADING & DRAINAGE PLAN	
CITY OF HURRICANE EQUESTRIAN PARK PHASE 1 HURRICANE, UTAH	
PROJECT: EX-1111-00	
DRAWN BY: ADH	
DESIGN BY: DRE	
CHECKED BY: CGH	
SHEET	
GP1	
11 OF 42	

NO.	DESCRIPTION	BY	DATE



STAFF COMMENTS

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

Discussion:

Findings:

Recommendation:

Attachments:

None