HURRICANE CITY
UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

City Council

David Hirschi
Kevin Thomas
Clark Fawcett
Drew Ellerman
Joseph Prete

Hurricane City Council Meeting
Agenda

November 20, 2025
5:00 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.

5:00 p.m. Pre-meeting

1. Agenda Summary

6:00 p.m. - Call to Order

Prayer

Thought

Pledge of Allegiance

Declaration of any conflicts of interest

Swearing in of Officer Hagen Oliver

Public Forum – Comments from Public

Please Note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda, public comments will be limited to 3 minutes per person per item. A spokesperson representing a group to summarize their concerns will be allowed 5 minutes to speak. Repetitious commentary will not be allowed. If you need additional time, please request agenda time with Cindy Beteag in writing before 12:00 p.m. the Tuesday one week before the Council meeting.

OLD BUSINESS

1. Consideration and possible approval of a **Preliminary Plat for Sand Hollow Mesa Neighborhood Six**, a 579 lot subdivision located at 3800 S 2200 W. Toquerville Enterprises, Applicant. Karl Rasmussen, Agent

NEW BUSINESS

1. Consideration and possible approval of **Resolution 2025-40 authorizing the issuance and sale of not more than $8,000,000 aggregate principal amount** of Sales Tax Revenue Bonds, Series 2026; and related matters
2. Consideration and possible approval of **Resolution 2025-39 Updating Building Permit Fee Calculations** - Larry Palmer
3. Consideration and possible approval of a **purchase agreement between Hurricane City and G&R Development LLC**
4. Consideration and possible approval of a **reimbursement agreement for system improvements by Self Help Homes**
5. Discussion and possible **direction regarding the Sunwood Canyon Villas** development
6. **Public Hearing** to take comments on the following:
    a. Amending the Street Impact Fee Ordinance to account for inflation
7. Consideration and possible approval of **Ordinance 2025-22 Amending the Street Impact Fee**
8. Consideration and possible approval of **right-of-way acquisition** by Hurricane City on the 2400 West corridor
9. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-22**, a proposed zone change located at 340 N Park View Dr. from Single Family Residential R1-8 to Multiple Family RM-1; parcel H-4-1-36-2000; PM Development Corp., Applicant; Chase Statton, agent.
10. Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-20**, a proposed zone change located at 804 S 180 W from Residential Agricultural RA-1 to Single Family Residential R1-10; parcel H-3-2-3-1221; Maag Family Trust, Applicant; Kyson Spendlove, agent.
11. Consideration and possible approval of a **General Plan Amendment to adopt and add a Water Element** to the General Plan pursuant to Utah Code 10-20-404(2)(b). -Gary Cupp
12. Consideration and possible approval of an **Economic Development Policy** - Gary Cupp
13. Consideration and possible approval of a **new IPA Representative**
14. Mayor, Council, and staff reports
15. Closed Meeting held pursuant to Utah Code section 52-4-205, upon request

Adjournment

The undersigned City Recorder does hereby certify that the agenda was posted to the city website, posted to the state public notice website, and at the following locations: the City office, the post office, and the library on November 19, 2025. Cindy Beteag, City Recorder

REASONABLE ACCOMMODATION: Hurricane City will make efforts to provide reasonable accommodations to disabled members of the public in accessing City programs, please contact the City Recorder,435-635-2811 x 106, at least 24 hours in advance if you have

special needs.

Agenda Summary for Hurricane City Council November 20, 2025

5:00 p.m. Pre-Meeting

6:00 p.m. Call to Order
Swearing in of Officer Hagen Oliver

Old Business

1. This application for preliminary plat approval was first considered by the Council on October 16, 2025, at which time the Council continued the item to November 6, 2025 to allow further evaluation of the request. On November 6, 2025, the Council continued the application to November 20, 2025 to allow for additional review. To comply with the deadline imposed by Utah Code section 10-9a-509.5, the Council must make a final decision on the application on or before November 22, 2025. The preliminary plat application is for Sand Hollow Mesa, Neighborhood Six ("Proposed Plat"), which represents the first phase of the Sand Hollow Mesa project that received a zone change approval in 2021. Sand Hollow Mesa is a large master-planned community encompassing nearly 1,100 acres and more than 3,600 approved units. The current proposal covers 88 acres and includes 579 units consisting of single-family homes, townhomes, and condominiums. The property is zoned Single Family Residential (R1-10) with a Planned Development Overlay (PDO) as part of the Sand Hollow Mesa development. The lack of adequate public facilities to support the Proposed Plat is the primary concern with the application. The public facilities that are lacking are substantial enough that there is no guarantee that they can be resolved in time to serve the development contemplated in the Proposed Plat on the timeline that Neighborhood 6 would be developed. The public facilities necessary to serve the Proposed Plat, but which are not yet available, are: (1) a power substation in the area; (2) transmission lines and 11/20/2025 PP25-17 corresponding easements to supply power to the needed substation; and (3) right-of-way to provide a second access to the Proposed Plat required by the local fire authority and the Fire Code, including an improved access on the second access. In addition, the Proposed Plat itself does not meet the technical requirement of the Hurricane City Code. A detailed analysis of these shortfalls is included in a draft Record of Denial included in the packet. Staff recommends denial of the application for the reasons outlined in this report, and a proposed Record of Denial is included in the packet for the Council's consideration and adoption. – Dayton Hall

New Business

1. This agenda item relates to financing for the construction of the new Hurricane City indoor swimming pool. Construction drawings are nearing completion, and the project is nearly ready to go out to bid. It is anticipated, with the approval of the parameters resolution, that an approval of awarding a bid will be tentatively scheduled for the December 18th council meeting. A parameters resolution is one of the first official steps in working our way through financing a project. Just as the name implies, a parameters

resolution defines the maximum parameters in which a city can borrow money on a specific project and for the maximum term of the bond. Staff is recommending approval of the resolution setting a maximum parameter of not more than $8,000,000 to be financed and at a term of not longer than 25 years. After review of the anticipated project costs, I am trying to take a very conservative approach to this financing. I anticipate that the amount to be financed will be far less than what we are asking for in the parameters resolution. Kaden DeMille

2. The Building Permit Valuation table has not been updated since 2005 and the Building Permit Fee Table has not been updated since 1997. The pace of construction and the cost of construction have outpaced what valuation and fees the city has been assessing for construction projects. We are trying to get our valuation in line with the industry standard for construction cost. Findings: The City's Valuation of Building Construction and the permit fees have not kept up with the actual cost of construction and the Industry Standards. The permit fees are what is used to fund the Building Department and the other City Departments that are involved with the construction requirements to make sure all construction meets the City standards along with all adopted codes and Ordinances. Recommendation: We are recommending that we update the Building Permit Valuation Table to the 2024 table at 100% and the 2021 Building Permit Fee Table to the 2021 table at 100%. See the attached chart for the existing fees versus the fees if they had been adopted with the new code every 3 years. Also on the chart is a list of construction projects throughout the city, it includes single family homes and town homes. – Larry Palmer

3. Hurricane City recently constructed the 2800 West approach to 600 North across a portion of G&R Development's property by virtue of a right-of-occupancy easement that contemplated a property land swap with the City for abandoned road property- a portion of the 2770 West alignment that was dedicated to the City in the 1980's. The arrangement has been complicated by the City's need to run a power transmission line through the property. The property owner and City Staff have worked together to arrive at the purchase agreement that is before the Council. Here is a summary: G&R Development will deed the property currently occupied by 2800 West, as constructed. Hurricane City will deed the previously abandoned 2770 West property to G&R Development. G&R Development will grant an expanded utility easement to the City to accommodate the proposed transmission line. G&R Development will pay $169,361.24 toward the cost of the transmission line construction. Hurricane City will reimburse G&R Development $118,161.24 in power impact fee vouchers to be used on their Sky View development project along 600 North. After multiple meetings between Staff and G&R Development the agreement before the Council has been drafted to fulfill the needs of the parties. The agreement is recommended by staff for approval. – Arthur LeBaron

4. Self Help Homes is developing the Sage Pointe Phase 5 Subdivision, and in so doing is required to construct the northerly extension of 200 West from 975 North to the end of their project. A substantial portion of the required extension is not along their frontage

and is a reimbursable system improvement. In 2007 the City approved the Panarama View Subdivision and did not require the construction of 200 West to be completed by the developer at the time. The plat was approved with language that required the City to construct the improvements on 200 West that lined the back of the lots of the subdivision and the developer would dedicate the road. Staff has worked with Self Help Homes to determine the costs involved to construct the improvement and has negotiated a reimbursement agreement as follows: The total cost of the improvements along the Panorama View Subdivision is $224,991.00. Sage Pointe Phase 5 has 54 lots, which will utilize $123,876 in Roads Impact Fee Vouchers. The remaining $101,115.00 is proposed to reimbursed to the developer in cash once the road improvements have preliminary acceptance. Staff recommends approval of the agreement. – Arthur LeBaron

5. Canyon Villas is designed as an attainable housing option for Hurricane residents, with homes at approximately 1,100 square feet. Our primary focus is on long-term affordability for buyers, and to that end we would like to discuss: Stick-Built vs. Manufactured Homes. - Exploring the pros and cons of traditional stick-built homes versus manufactured homes in this project. Understanding how each option impacts overall cost, neighborhood character, and long-term value for residents. Separating Property Lines & Financing Affordability. -Options for lot configuration and separating property lines to support lower financing prices. Ensuring the structure of ownership supports more favorable financing terms so that the financial instruments remain accessible to buyers. Permit Fees for Small Homes - Considering a reduction or adjustment in permit and impact fees for these smaller 1,100 sq. ft. manufactured homes. Our intent is to pass any savings directly on to buyers so the homes remain as affordable as possible while still meeting the City's standards. Our overall objective is to align Canyon Villas with the City's goals for attainable housing and to work collaboratively with your office and staff to make this project a meaningful part of Hurricane's housing solution. – James Jessop

6. Public Hearing to take comments on amending the Street Impact Fee Ordinance

7. Hurricane City did an Impact Fee Study that was published in 2006 and the recommended fee at that time was $3,898 for residential, $336 per 1,000 sq ft for commercial, and $332 per 1,000 sq ft for Industrial. Timeline of City Council: 5/6/2010 – approved ordinance changing the roads impact fee to $2,452 for residential, $198 per 1,000 sq ft for Commercial, and $196 per 1,000 sq ft for Industrial. (Council approved this at 63% of the recommended fees for residential, 59% for commercial and industrial). 7/ 5/2012- Council voted to stop doing the annual review and to stop using the Turner Index Inflation factor. I have attached a spreadsheet that I made to show what the Turner Index Inflation would've looked like if Council approved the fees in 2008 (when it was first discussed to council) at 100% of the recommended fees to present. Residential is in the blue highlight, commercial in pink/purple, and Industrial in green. Residential with the inflation factor is at $6,493.26, Commercial at $559.71, and Industrial at $553.04. On the right of the inflation table is the comparison with

Washington and St. George. Residential is right in line with the two surrounding cities but we are proposing that this fee is no less than $3,898, original recommendation from the impact fee study, and no higher than $6,493.26, the original fee with the inflationary factor. Commercial we recommend $559.71, original impact fee proposal at 100% with the inflation factor. This fee is still really low compared to $2,332 in Washington and $2,516 in St. George. Industrial we recommend $553.04, original impact fee proposal at 100% with the inflation factor. This fee is still really low compared to $3,405 in Washington and $1,378 in St. George. The bottom of the spreadsheet you will see a graph that I made from our revenues in impact fees collected and expenditures from impact eligible projects. From 2008-2016 you can see that revenues and expenses were pretty close to each other and then in 2017-2018 we collected more than was spent. From 2022-present projects have really taken off and I believe the new "norm" will show going forward that street impact projects will be over $2 million a year, from $1 million in years past. We have over $81,620,000 in 100% impact fee eligible projects identified that will be needed in the future and depending on how growth comes, we will need to be updated in our capital facility and impact fee studies. – Paige Chapman

8. Hurricane City has approved a preliminary plat for the Southern Dunes project. The proponents of the project have completed construction drawings and are only 1 step away from meeting all requirements for commencing construction. The right-of-way for 2400 West is not adequate to accommodate a standard 32-foot wide paved roadway. The necessity and requirement for this paved access is a situation that is similar to the second access issue that exists in Pecan Valley. There are over 200 units that have been approved in the area, including final plats and building permits for Southern Shores, and Cordero, and a preliminary plat for Southern Dunes. The proponents for the Southern Dunes project, in order to get a final plat approval and notice to proceed for construction, have been tasked with paving 2400 West from 3000 South down to their project, which also includes acquisition of right-of-way on the East side of the road along the Hurricane Enterprises, LTD property frontage. They have acquired an appraisal to determine fair market value and paid for a survey to get the alignment staked. They have offered to pay the appraised value to the property owner and have had phone and email conversations to negotiate and answer questions. The project proponents for Southern Dunes feel they have negotiated in good faith and have yet to make a deal with the property owner. This agenda item has been requested by the project proponent of the Southern Dunes to get the City's help to acquire the necessary right-of-way for masterplanned 2400 West. – Arthur LeBaron

9. The applicant is requesting a zone change from Single Family Residential R1-8 to Multiple Family RM-1 on approximately 4.5 acres of a larger 25-acre parcel located at 340 N Park View Drive with the intent of constructing detached single-family residences in a multifamily zone. The development standards and setbacks in a multifamily zone would allow more flexible development for a single-family project than in the typical single-family zones. A public hearing on the proposed zone change was held at the November 13, 2025, Planning Commission meeting and 5 public comments were made

in objection to the application, and 1 written comment was received. The objections voiced ranged from concerns about low-income and multifamily housing, obstruction of views, incompatibility with the General Plan, and potential increases in traffic congestion. The Planning Commission shared concerns that the request for a multifamily zone is not consistent with the single-family General Plan designation. The applicant also proposes to enter into a development agreement with the city to restrict development to single-family homes and to prohibit multifamily buildings, which the Commission was reticent to consider. The Planning Commission's decision was to recommend denial of the RM-1 zone, and instead, that the City Council consider approval to rezone the property to Single Family Residential R1-6 with the standard setbacks. The vote was unanimous. Findings: <u>In making a decision to approve or deny a zone change amendment, the following factors should be considered</u>: *1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies?* The General Plan Map shows this area as "Single Family," and the proposed RM-1 multifamily zone does not conform with this land use designation. While under strict adherence to the General Plan, multifamily uses would not be compatible with the existing adjacent single-family residential development, but a project limited to single-family homes could be considered conforming. A less intense, single-family use of a multifamily zone would potentially allay concerns about incompatible high density adjacent to existing single-family residences. *2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity?* Single-family development could be considered compatible with surrounding area. *3. Will the proposed amendment adversely affect the adjacent property?* The proposed zone change is not anticipated to adversely impact the area if development is limited to single-family homes. *4. Are public facilities and services adequate to serve the subject property?* Services and public facilities are adequate to support any future development. While staff does not find that the proposal completely satisfies the four considerations for a zone change, the concerns regarding General Plan conformance and compatibility with neighboring developments could be sufficiently mitigated through a development agreement requiring that the property be developed with single-family homes. – Gary Cupp

10. The applicant is requesting a zone change from Residential Agricultural RA-1 to Single Family Residential R1-10 on approximately 0.33 acres located at 804 S 180 W. A public hearing on the proposed zone change was held at the November 13, 2025, Planning Commission meeting and no comments or objections to the zone change were received. The Planning Commission discussed the proposal and expressed overall support of the zone change, and voted unanimously to recommend approval subject to staff and JUC comments. Findings: In making a decision to approve or deny a zone change amendment, the following factors should be considered: 1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? The General Plan Map shows this area as "Rural Residential." While the proposed zone change may not be consistent with the Future Land Use Map since the area was specifically redesignated as Rural Residential in 2024; however, the request could be interpreted as

supporting one of the General Plan's stated goals to preserve and facilitate the continuation of existing agricultural uses by allowing the applicant to separate the residential portion of the property from the actively farmed land. 2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? The subdivision across the street (180 W) from this property is zoned R1-10, and many are about the same size as this is proposed to be. The houses to the south are zoned RA-1 but are closer to half an acre in lot size. Overall, this would be harmonious with the surrounding development. 3. Will the proposed amendment adversely affect the adjacent property? The requested zone change would only allow a lot split of the single-family home from the remaining agricultural field, which is not anticipated to have any adverse effects on adjacent properties. 4. Are public facilities and services adequate to serve the subject property? Services and public facilities are adequate to support the proposed zone change. Staff finds that the request supports the goals and objectives of the General Plan, and adequately meets the required code considerations for a zone change, and therefore recommends approval. – Gary Cupp

11. Utah Code § 10-20-404(2)(b) requires that cities adopt an element, or appendix, to their General Plan that addresses water use in future development. Hurricane City has received a grant from the Utah Division of Water Resources to contract with Sunrise Engineering for the preparation of the required element. This General Plan element is advisory in nature and non-binding, like the rest of the General Plan, and includes recommendations for water conservation policies that may be adopted by the City for new development, existing development, and municipal operations. The drafting process included consultation with the Washington County Water Conservancy District and the Hurricane Water Department. By state mandate, cities must adopt a water element by the end of 2025. The new Water Element will address:• The effect of permitted development on water demand and infrastructure. • Water use reduction strategies for existing development. • Water use reduction strategies for future development. • Operational changes to reduce wasteful municipal practices. The Planning Commission discussed the proposed water element at their November 13, 2025, public meeting and voiced concern that it will become binding ("today's guideline will become tomorrow's mandate") but ultimately recommended approval. Staff recommends approval and adoption in order to comply with the state mandate by the end of the year. – Gary Cupp

12. The City desires to attract businesses and companies capable of creating new, high-paying jobs that will improve the quality of life and increase the tax base within its boundaries; therefore, an Economic Development Policy is proposed. The City intends to incentivize appropriate target businesses in order to attract commercial, retail, and industrial projects exhibiting the potential to meet the City's goal of expanding its economic base. To accomplish the policy's aim, an Economic Expansion Committee (EEC) will be formed to review commercial, retail, and industrial projects that exhibit the potential to meet the City's goals of expanding its economic base, and identify appropriate areas in the city best suited for the development of such projects. The EEC

will then make recommendations to the City Council to offer incentives to target businesses that might include: Expedited approval/review process for commercial projects. Infrastructure cost-sharing between the City and developer. Deferral of impact fees not at Building Permit but at CO. Sales tax, and or Property tax agreements. Any other successful incentives other cities have used. The EEC, will consist of representatives from Planning, Public Works, Engineering, Planning Commission, and City Administration, will meet to review proposals or applications for commercial, retail, and industrial projects that have the potential to meet the City's economic development goals. The EEC will evaluate projects based on the following criteria: Significant square-footage of commercial/retail space to be constructed. The average wage of planned new jobs. Capital expenditure investment. Type and number of new jobs created. Whether or not the jobs are related to headquarters or innovation operations. The company's corporate citizenry efforts (i.e., Do they meet legal, ethical, and economic obligations to benefit the City while maintaining profitability?). The Planning Commission discussed the proposed policy at its November 13, 2025, meeting and expressed overall support for the policy, but had concerns that it could be viewed as favoring large-scale business at the expense of mom-and-pop businesses. The Commission voted 3 to 2 to recommend approval of the policy to the City Council. – Gary Cupp

13. The Office Administrator for IPA contacted Mayor Billings last week regarding their upcoming annual meeting and noted that Scott Hughes was still listed as Hurricane's representative. Since he is no longer employed with the City, a new representative must be designated in order to participate in the vote. With Mike Johns now serving as the Power Director, it is recommended that he be appointed as the new representative. – Cindy Beteag

14. Mayor, Council, and staff reports.

15. Closed Meeting upon request.

RECORD OF DENIAL – PP25-17

This Record of Denial is issued pursuant to Utah Code Section 10-9a-509.5(2) and constitutes the written decision of the Hurricane City Council on the application for a preliminary plat for the Sand Hollow Mesa Neighborhood 6 development.

Proposed Plat Application and Background

Under Utah's Land Use, Development, and Management Act ("LUDMA") the Hurricane City Code, and the Development Agreement, Hurricane City hereby denies the proposed Preliminary plat for Sand Hollow Mesa due to lack of adequate public facilities.

Hurricane City (the "City") accepted an application on May 5, 2025, for a proposed *Preliminary plat for Sand Hollow Mesa, Neighborhood 6, Phase 1-16*, which was assigned application number PP25-17 (the "Proposed Plat"). The Proposed Plat includes 86.68 acres and 579 proposed lots or units. The current zoning of the Proposed Plat was granted in 2021 in conjunction with a Development Agreement for Sand Hollow Mesa Project, which has an effective date of April 29, 2021, and was recorded with the Washington County Recorder on May 28, 2021, as Document No. 20210038122 (the "Development Agreement").

The Development Agreement states that "Developer shall cause to be conveyed to the Power Department approximately 1.146 acres of land … (the "Substation Property"). *See* Development Agreement, Section 7(a)(vii). The Development Agreement provides further that: "In exchange for the Substation Property, the City agrees to cause the Power Department to construct a substation to service the Project upon the Substation Property." *See id.*

The applicant did not convey the Substation Property to the City until October 17, 2025, which was 4 years, 5 months, and 18 days after the effective date of the Development Agreement. *See* Development Agreement; Special Warranty Deed, recorded with the Washington County Recorder on October 17, 2025 as Document Number 20250035840 ("Substation Deed"). The applicant's dilatory conveyance of the Substation Property occurred *after* the Proposed Plat had already been submitted and was before the City Council for decision.

In the portion of the Development Agreement titled "Developer Obligations," the developer also acknowledges that existing public infrastructure will require the construction of offsite improvements, and the developer is permitted to construct those improvements and dedicate them to the City in exchange for reimbursement for system improvements. *See* Development Agreement, Section 7(a)(v). The Proposed Plat is located on the outskirts of the City and, although the City is actively working to extend services, the lack of adequate public facilities currently limits development in the area.

The parties agreed in the Development Agreement that the development of the project would be governed by 'Applicable Law,' and that the Applicable Law was defined, in part, as the City Code in effect as of April 29, 2021. *See* Development Agreement, Sections 1(c), 5(a), and 12(j). The City Code on April 29, 2021 (the "Applicable Law") included two sections relevant to the adequacy of public facilities:

(A) Hurricane City Code Section 9-6-3:

Land shall be developed only where public facilities are in place or will be timely provided to serve proposed development at a level of service which meets the City's adopted level of service standards…. A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development.

(B) Hurricane City Code Section 10-37-4:

Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development…. 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.

The applicant specifically agreed to be bound by the Applicable Law. *See* Development Agreement, Section 7(b)(ii).

Further, approval of a plat under LUDMA is only required "if the plat conforms to the municipality's ordinances[.]" Utah Code § 10-9a-603(3)(a). As demonstrated herein, the Proposed Plat fails to comply with multiple City ordinances for failure to provide public facilities and failure to have existing infrastructure in place.

In a letter dated August 27, 2025, counsel for the Proposed Plat applicant requested final action on the Proposed Plat pursuant to Utah Code section 10-9a-509.5(2). Under the Development Agreement, the City Council acts as the approving authority for residential preliminary subdivision plats. The City is required to take final action on the Proposed Plat by approving or denying the application in writing within 45 days after the City is served with the request. Before the 45-day period ended, in a letter dated October 8, 2025, counsel for the Proposed Plat applicant rescinded the August 27, 2025 request and requested final action on the Proposed Plat by the City Council no later than November 22, 2025. This Record of Denial constitutes the City Council's requested written final action on the application for the Proposed Plat.

Analysis and Findings

After thoroughly reviewing the Proposed Plat application and the surrounding facts and circumstances, the City Council makes the following findings based on the incorporated analysis and the background set forth above.

1. Due to the lack of a power substation in the vicinity of the Proposed Plat, the City's power grid in the subject area currently lacks capacity to serve the Proposed Plat. *See* Hurricane City Power Department Letter and its attachments. The City recognizes that, in exchange for the applicant's conveyance of the Substation Property to the City, the

City has agreed to "cause the Power Department to construct a substation to service the Project upon the Substation Property." *See* Development Agreement, Section 7(a)(vii). However, the applicant delayed for almost 4 ½ years before conveying the Substation Property to the City, and the City's obligation to construct' the Substation was not triggered until the land conveyance finally occurred on October 17, 2025. *See* Substation Deed; Development Agreement. The construction of a substation is a multi-year endeavor given the combination of an approximately two-year lead time on critical electrical equipment, time to make funding arrangements, time to comply with procurement requirements, and then the actual construction. *See* Hurricane City Power Department Letter and attachments. Due to the applicant's dilatory conveyance of the Substation Property almost 4 ½ years after the Development Agreement's effective date, the City Council cannot find that a new substation could be constructed in time to provide the requisite power capacity to serve the Proposed Plat by the time power connections would be required. Therefore, under Applicable Law as defined in the Development Agreement, the City Council finds that the Proposed Plat does not meet the standards necessary for approval because the public facilities for power are inadequate, and the public facilities for power cannot be timely provided. *See* Hurricane City Code §§ 10-37-6; 9-6-3.

2. To be functional, a substation must be supplied by transmission power lines. The transmission lines have not been installed because the timing of acquiring property to house a substation and the ultimate location of a substation site was uncertain. In addition, although the City has negotiated with landowners and obtained easements for the majority of the route to accommodate the future transmission power line to the general area of the Substation Property, there are three landowners on the route that have not conveyed an easement to the City. The lack of power line easements means the City does not presently have the ability to supply the requisite power capacity to the Substation Property, which is necessary to supply power to the Proposed Plat. The City is currently in discussions with two of the three remaining landowners. The final landowner, owner of Parcel Numbers H-3374-A and H-3374-B, has refused to sell an easement to the City and negotiations have ended. To bypass this owner, the applicant proposed an alternate route on land owned by the applicant, to which the City agreed. However, the applicant to date has not conveyed an easement to the City for the alternate route. Under the Applicable Law as defined in the Development Agreement, the City Council finds that the Proposed Plat fails to meet the standards necessary for approval due to the lack of transmission power lines and corresponding easements, and there is not adequate assurance that these required offsite improvements could be timely provided to service the Proposed Plat. *See* Hurricane City Code §§ 10-37-6; 9-6-3.

3. The Development Agreement provides that: "The City shall cooperate and allow Developer to construct the Offsite Improvements." *See* Development Agreement, Section 7(b)(iii). As contemplated by Section 7(a)(v) of the Development Agreement, City staff have drafted and presented to the applicant a draft reimbursement agreement whereby the applicant would fund the construction of a needed substation and transmission lines and be fully reimbursed with impact fee waivers, but applicant has not agreed to the arrangement. The City has and will continue to cooperate with the

applicant in the construction of necessary offsite improvements. The applicant has failed to recognize the limitations on development as agreed in the Development Agreement due to inadequate public facilities, and the applicant has failed to exercise its options under the Development Agreement to undertake the construction of necessary offsite improvements to resolve the limitations introduced by inadequate public facilities.

4. The City Council concurs with the Hurricane Valley Fire Special Service District (the "Fire District") in finding that the Proposed Plat fails to satisfy the requirements of the International Fire Code. *See* Fire District Letter, dated November 17, 2025. The 2021 International Fire Code, Appendix D, Sections D106-D107 require that multiple-family residential projects having more than 100 dwelling units and one- or two-family residential developments having more than 30 dwelling units shall be served by two separate and approved fire apparatus access roads. The Fire District has determined that an approved access road must meet Hurricane City's road Standards. *See* Fire District Letter, dated November 17, 2025. The Proposed Plat would result in dwelling units that exceed the number that require a second approved access road, but the area is currently served by only one approved access road, so a second approved access road is required to satisfy the Fire Code. The right-of-way necessary for a second paved access to serve the Proposed Plat at 2400 West Street has been partially acquired by the City, and the City is actively working to acquire the remaining right-of-way. Once the right-of-way is acquired, the second access must be improved to meet the Fire Code. At this time, a second approved access road is not available, and in the circumstances the City Council cannot find that required access will timely be provided to serve the Proposed Plat. *See* Hurricane City Code §§ 10-37-6; 9-6-3.

5. In support of the requirement that a second approved fire apparatus access road is required prior to the approval of the Proposed Plat, Section 7(a)(iv) of the Development Agreement also provides as follows: "The City may require additional Road Improvements to meet the City's traffic safety standards." The Hurricane City Standards for Design and Construction (the "Design Standards")[1] include traffic safety standards. Streets serving 101 to 200 units, which will include the necessary fire apparatus access road, require a right-of-way width of 60' and 34' of asphalt. *See* Design Standards, Section 3.2.2 & Table 3.1. However, because the second fire apparatus access road is in an undeveloped area, the City has determined that only 32' of asphalt is necessary to provide safe travel. *See id.* The width of the right-of-way and asphalt is necessary to provide a safe clear zone as set forth in the Roadway Design Guide published by the American Association of State Highway and Transportation Officials. *See* AASHTO Roadway Design Guide, Section 12.3 and Table 3-1. The minimum width of a safe right-of-way is also designed to accommodate roadway drainage and roadway cut and fill areas. *See* Design Standards, Section 3.2.2; City Code, Section 10-24-8(B)(3). At its current width, the City's partial right-of-way acquisition of 2400 West Street connecting the Proposed Plat to the existing 3000 South Street is inadequate to meet the City's traffic safety standards as required by the Development Agreement. The City is presently in negotiations with the owner of Parcel Numbers H-3389-B and H-3388-A-1 to acquire additional right-of-way for 2400 West Street to accommodate a roadway that would meet

[1] Design Standards are available at: https://www.cityofhurricane.com/163/City-Design-Standards

the City's traffic safety standards. However, at this time, the City has not yet acquired the necessary right-of-way. Furthermore, the applicant has not agreed to construct the roadway itself, which is classified as a required offsite improvement in the Development Agreement. Based on the foregoing, the City Council finds that the second approved fire apparatus access is necessary to meet the City's traffic safety standards, the requisite right-of-way to meet the City's traffic safety standards has not been dedicated to the City, and the applicant is unwilling to construct the roadway to meet the safety standards as required by the Development Agreement, even though the City recognizes that the cost of the construction of the roadway would be reimbursable to the applicant under the Development Agreement.

6. The City has redlined the Proposed Plat on numerous occasions and provided those redlines and comments to the applicant's engineer. Despite the City's repeated redlines and comments, the Proposed Plat continues to fail to address the City's comments and redlines provided and fails to meet the requirements of the Hurricane City Code and Standards. The Proposed Plat does not show existing road improvements or storm sewer drains, including (1) existing pavement and culverts on 2100 West and (2) existing curbs, gutters, pavement, trail, and storm drain outlets on Cliff View Drive. HCC § 10-39-7(B)(6). The Proposed Plat does not show or specify typical street cross sections for all roadways. HCC § 10-39-7(C)(5). The Proposed Plat's legal descriptions fail to acknowledge existing rights of ways. HCC § 10-39-7(B)(2), (4). The Proposed Plat includes modifications to a natural drainage pattern that must be approved by the City Engineer, which modifications cannot be approved without coordination with the neighboring property owner. HCC § 10-39-7(C)(10); Hurricane City Standards § 3.4.1. Therefore, the Proposed Plat does not meet the requirements for preliminary plats as set forth in Hurricane City Code Section 10-39-7.

Decision

Based on the findings and analysis set forth herein, the Hurricane City Council hereby DENIES the application for a *Preliminary plat for Sand Hollow Mesa, Neighborhood 6, Phase 1-16*.

I, Nanette Billings, Mayor of Hurricane City, execute this Record of Denial as directed by the City Council during a regularly scheduled public meeting on November 20, 2025.

_____

Mayor Nanette Billings
Hurricane City

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On this 20th day of November, 2025, Nanette Billings personally appeared before me, being duly sworn, and did say that she signed the foregoing document in her capacity as Mayor of Hurricane City.

_____

Notary Public

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**11/20/2025 – City Council**
Application Number:	PP25-17
Type of Application:	Preliminary Plat Application
Action Type:	Administrative
Applicant:	Toquerville Enterprises
Agent:	Karl Rasmussen
Request:	Approval of a Preliminary Plat
Location:	3800 S 2200 W
Zoning:	R1-10 (PDO)
General Plan Map:	Planned Community
Recommendation:	Denial through the adoption of the proposed Record of Denial
Report Prepared by:	Fred Resch III and Dayton Hall

Executive Summary:

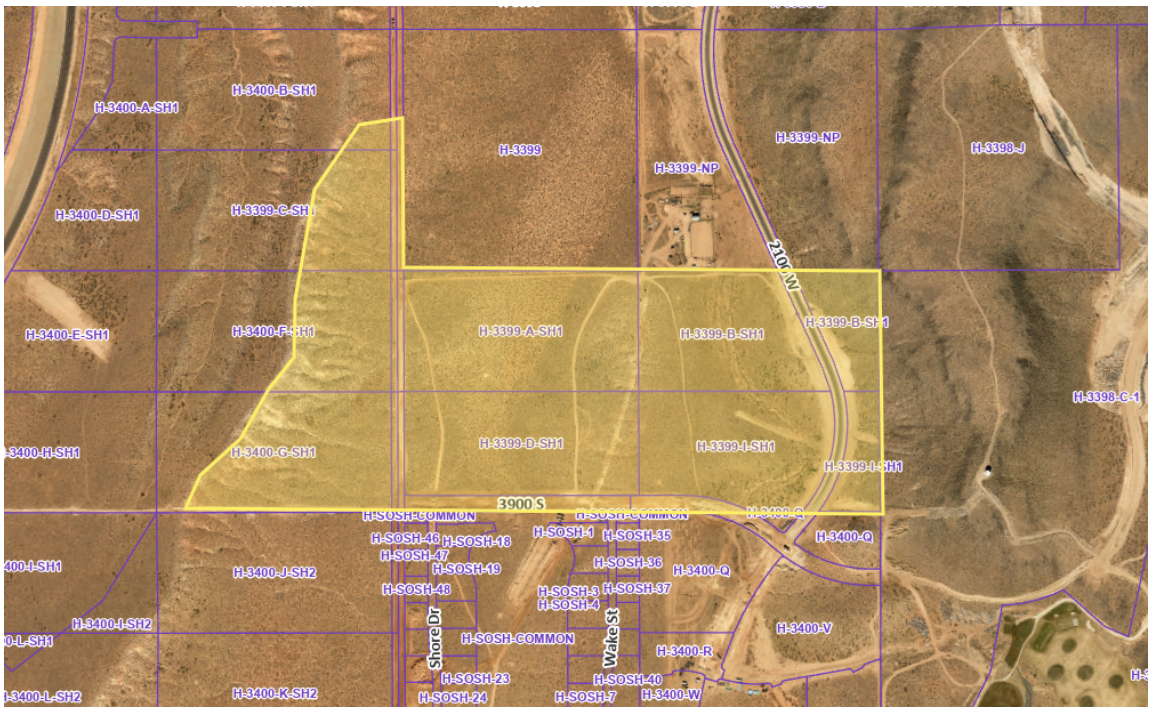
This application for preliminary plat approval was first considered by the Council on October 16, 2025, at which time the Council continued the item to November 6, 2025 to allow further evaluation of the request. On November 6, 2025, the Council continued the application to November 20, 2025 to allow for additional review. To comply with the deadline imposed by Utah Code section 10-9a-509.5, the Council must make a final decision on the application on or before November 22, 2025.

The preliminary plat application is for Sand Hollow Mesa, Neighborhood Six ("Proposed Plat"), which represents the first phase of the Sand Hollow Mesa project that received a zone change approval in 2021. Sand Hollow Mesa is a large master-planned community encompassing nearly 1,100 acres and more than 3,600 approved units. The current proposal covers 88 acres and includes 579 units consisting of single-family homes, townhomes, and condominiums. The property is zoned Single Family Residential (R1-10) with a Planned Development Overlay (PDO) as part of the Sand Hollow Mesa development.

The lack of adequate public facilities to support the Proposed Plat is the primary concern with the application. The public facilities that are lacking are substantial enough that there is no guarantee that they can be resolved in time to serve the development contemplated in the Proposed Plat on the timeline that Neighborhood 6 would be developed. The public facilities necessary to serve the Proposed Plat, but which are not yet available, are: (1) a power substation in the area; (2) transmission lines and

corresponding easements to supply power to the needed substation; and (3) right-of-way to provide a second access to the Proposed Plat required by the local fire authority and the Fire Code, including an improved access on the second access. In addition, the Proposed Plat itself does not meet the technical requirement of the Hurricane City Code. A detailed analysis of these shortfalls is included in a draft Record of Denial included in the packet.

Staff recommends denial of the application for the reasons outlined in this report, and a proposed Record of Denial is included in the packet for the Council's consideration and adoption.



Vicinity Map

JUC Comments
The following comments were received by the City's Joint Utility Committee:

1. **Public Works:** Need easements for power. Water model. Engineer and bond for transmission and substation. Improvements for 2400 W. Still need ROW from property owners on 2400 W.
2. **Power:** The City's power grid in the area currently lacks capacity to serve the project. Due to current City funding restraints, City staff have proposed a reimbursement agreement whereby the applicant would fund the construction of a needed substation and transmission lines and be reimbursed with impact fee vouchers, but applicant has not agreed to the arrangement and the agreement has not been approved by the City Council. If the City and applicant agree on a reimbursement agreement, additional easements are needed to accommodate power transmission lines necessary to serve the project. The easements need to be acquired from the applicant as well as offsite landowners. Applicant has only recently (after this application was filed) deeded to the City property for necessary substation as outlined in the applicable development

agreement. In these circumstances, the approval of a preliminary plat would be premature due to the lack of adequate public facilities.

3. **Sewer:** Ash Creek has some capacity concerns with existing sewer in 2100 West, but Ash Creek can work with the engineer on the proposed sewer alignment in Neighborhood 6 to move the development forward.
4. **Street:** Improvements and ROW needed to 2400 W.
5. **Water:** Requires a water model. Each phase will need stand alone waterline looping.
6. **Engineering:** Engineering recommends rejecting this plat until it meets preliminary plat requirements specified by city code. The City has redlined the Proposed Plat on numerous occasions and provided those redlines and comments to the applicant's engineer. Despite the City's repeated redlines and comments, the Proposed Plat continues to fail to address the City's comments and redlines provided and fails to meet the requirements of the Hurricane City Code and Standards. The Proposed Plat does not show existing road improvements or storm sewer drains, including (1) existing pavement and culverts on 2100 West and (2) existing curbs, gutters, pavement, trail, and storm drain outlets on Cliff View Drive. HCC § 10-39-7(B)(6). The Proposed Plat does not show or specify typical street cross sections for all roadways. HCC § 10-39-7(C)(5). The Proposed Plat's legal descriptions fail to acknowledge existing rights of ways. HCC § 10-39-7(B)(2), (4). The Proposed Plat includes modifications to a natural drainage pattern that must be approved by the City Engineer, which modifications cannot be approved without coordination with the neighboring property owner. HCC § 10-39-7(C)(10); Hurricane City Standards § 3.4.1. Therefore, the Proposed Plat does not meet the requirements for preliminary plats as set forth in Hurricane City Code Section 10-39-7.
7. **HVFSSD:** Deny. 2021 IFC Appendix D106 & D107 require 2 access roads. HVFD determines that both access roads must be paved.
8. **Cable:** No comment.
9. **Gas**: Okay.
10. **Fiber:** Need long PUE trench to bring fiber.
11. **WCWCD:** We still have a 8-inch line running along 3900 S. Contact nick@wcwcd.gov for updated location to put on CD/plan set. Washington County Water Conservancy District hereby acknowledges that based on the information provided, the proposed plan 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.

Planning Staff Comments: Preliminary Plat

1. Sand Hollow Mesa is zoned R1-10 (PDO) and is governed by a development agreement signed and recorded in May of 2021. The concept plan in the development agreement shows Neighborhood Six is approved for 360 units and 270 RV stalls and the proposed plat shows 579 units.
    a. The applicant has provided a spreadsheet showing how units from other neighborhoods, primarily Neighborhood 4, will be reallocated to justify the increase in density in Neighborhood 6.

2. The plat shows two commercial areas, one in Phase 1 and one in Phase 16. The applicant will need to go through the typical site plan process for those areas.
3. All park strips will need to be landscaped and have the proper improvements.
4. A will-serve letter from the culinary and sanitary water providers has been provided.
5. A note indicating whether or not the property is in a tortoise take area has been provided.
6. **Water Use:** To assist the Washington County Water Conservancy District ("WCWCD") as the city's wholesale water provider under the 2006 Regional Water Supply Agreement ("RWSA"), Hurricane City and other cities report monthly the number of number final platted lots, preliminary platted lots, lots subject to development agreements, and lots within PID taxing areas. These numbers help the WCWCD plan for future water needs and inform the WCWCD's 20-year plan to supply water to the growing County. The 579 units contemplated by this application have already been reported to WCWCD as part of the Sand Hollow Mesa development agreement.

Recommendation to Deny the Preliminary Plat

Staff has reviewed the preliminary plat application for Sand Hollow Mesa Neighborhood Six in light of Hurricane City Code 9-6-3 and 10-37-4, the comments received from the Joint Utility Committee, and the terms of the applicable development agreement.

Based on these materials, staff recommends denial of the Proposed Plat. The grounds for the staff recommendation is found in the draft Record of Denial, which is included with the Council's packet for this item. Because the applicant has invoked Utah Code Section 10-9a-509.5, the denial of the preliminary plat application must be in writing, which can be accomplished by adopting the draft Record of Denial and authorizing the Mayor to sign the Record of Denial.

Hurricane Valley Fire District
FIRE & RESCUE

202 East State Street, Hurricane, Utah 84737
(435) 635-9562

JOSEPH DECKER
FIRE CHIEF

KOHL FURLEY
DEPUTY FIRE CHIEF

November 17, 2025

Whom It May Concern,

HVFSSD wants to clarify our status on Neighborhood 6.

2021 IFC appendix D106 and D107 require a second access road when an area is developed. D107 requires that if there are more than 30 homes, non-sprinklered, a second access road is required. The IFC does not call out a design standard for a second access road. HVFSSD has talked with Hurricane City and have agreed to use their Standard for a constructed road.

D106 states the if there are more than 200 multi-family homes, non-sprinklered, a secondary road is required. The IFC does not call out a design standard for a second access road. HVFSSD has talked with Hurricane City and have agreed to use their Standard for a constructed road.

Because Neighborhood 6 has not met the standards HVFSSD will not approve the Neighborhood 6 project.

Thanks,

John Postert
Fire Marshal
Hurricane Valley Fire SSD
Office: 435-359-1044
johnp@Hvfssd.org

APPENDIX D
FIRE APPARATUS ACCESS ROADS

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance or legislation of the jurisdiction.

User note:

About this appendix: *Appendix D contains more detailed elements for use with the basic access requirements found in Section 503, which gives some minimum criteria, such as a maximum length of 150 feet and a minimum width of 20 feet, but in many cases does not state specific criteria. This appendix, like Appendices B and C, is a tool for jurisdictions looking for guidance in establishing access requirements and includes criteria for multiple-family residential developments, large one- and two-family subdivisions, specific examples for various types of turnarounds for fire department apparatus and parking regulatory signage.*

SECTION D101
GENERAL

D101.1 Scope. Fire apparatus access roads shall be in accordance with this appendix and all other applicable requirements of the *International Fire Code*.

SECTION D102
REQUIRED ACCESS

D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an *approved* fire apparatus access road with an asphalt, concrete or other *approved* driving surface capable of supporting the imposed load of fire apparatus weighing up to 75,000 pounds (34 050 kg).

SECTION D103
MINIMUM SPECIFICATIONS

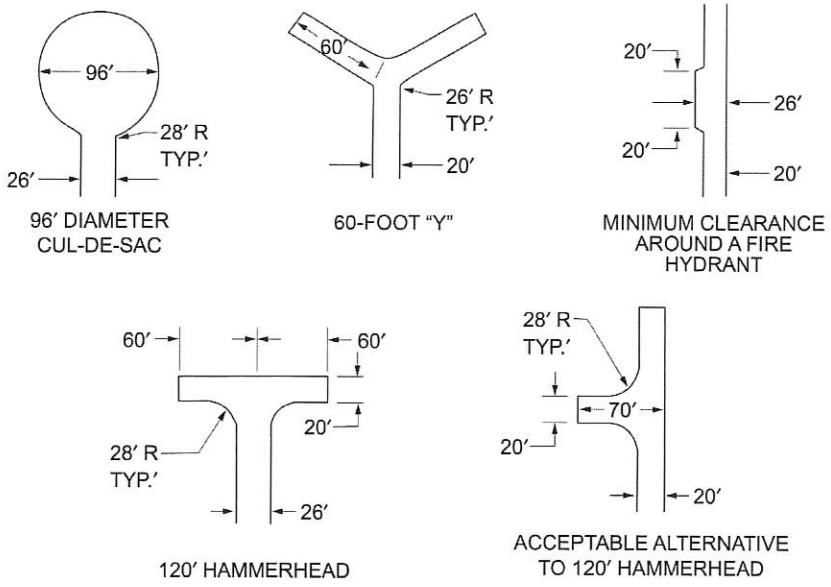
D103.1 Access road width with a hydrant. Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).

D103.2 Grade. Fire apparatus access roads shall not exceed 10 percent in grade.

Exception: Grades steeper than 10 percent as *approved* by the *fire code official*.

D103.3 Turning radius. The minimum turning radius shall be determined by the *fire code official*.

D103.4 Dead ends. Dead-end fire apparatus access roads in excess of 150 feet (45 720 mm) shall be provided with width and turnaround provisions in accordance with Table D103.4.



For SI: 1 foot = 304.8 mm.

FIGURE D103.1
DEAD-END FIRE APPARATUS ACCESS ROAD TURNAROUND

TABLE D103.4
REQUIREMENTS FOR DEAD-END FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0–150	20	None required
151–500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

For SI: 1 foot = 304.8 mm.

D103.5 Fire apparatus access road gates. Gates securing the fire apparatus access roads shall comply with all of the following criteria:

1. Where a single gate is provided, the gate width shall be not less than 20 feet (6096 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).
2. Gates shall be of the horizontal swing, horizontal slide, vertical lift or vertical pivot type.
3. Construction of gates shall be of materials that allow manual operation by one person.
4. Gate components shall be maintained in an operative condition at all times and replaced or repaired when defective.
5. Electric gates shall be equipped with a means of opening the gate by fire department personnel for emergency access. Emergency opening devices shall be *approved* by the *fire code official*.
6. Methods of locking shall be submitted for approval by the *fire code official*.
7. Electric gate operators, where provided, shall be *listed* in accordance with UL 325.
8. Gates intended for automatic operation shall be designed, constructed and installed to comply with the requirements of ASTM F2200.

D103.6 Signs. Where required by the *fire code official*, fire apparatus access roads shall be marked with permanent "NO PARKING—FIRE LANE" signs complying with Figure D103.6. Signs shall have a minimum dimension of 12 inches (305 mm) wide by 18 inches (457 mm) high and have red letters on a white reflective background. Signs shall be posted on one or both sides of the fire apparatus road as required by Section D103.6.1 or D103.6.2.

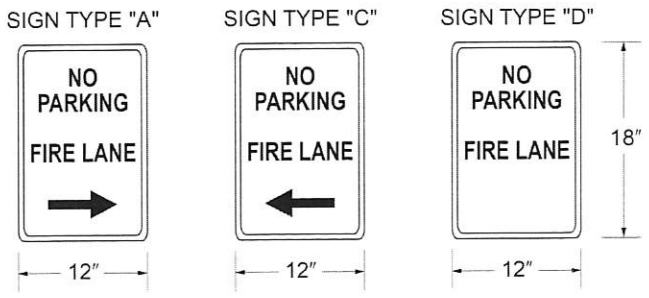


FIGURE D103.6
FIRE LANE SIGNS

D103.6.1 Roads 20 to 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on both sides of fire apparatus access roads that are 20 to 26 feet wide (6096 to 7925 mm).

D103.6.2 Roads more than 26 feet in width. *Fire lane* signs as specified in Section D103.6 shall be posted on one side of fire apparatus access roads more than 26 feet wide (7925 mm) and less than 32 feet wide (9754 mm).

SECTION D104
COMMERCIAL AND INDUSTRIAL DEVELOPMENTS

D104.1 Buildings exceeding three stories or 30 feet in height. Buildings or facilities exceeding 30 feet (9144 mm) or three stories in height shall have not fewer than two means of fire apparatus access for each structure.

D104.2 Buildings exceeding 62,000 square feet in area. Buildings or facilities having a gross *building area* of more than 62,000 square feet (5760 m^2) shall be provided with two separate and *approved* fire apparatus access roads.

Exception: Projects having a gross *building area* of up to 124,000 square feet (11 520 m^2) that have a single *approved* fire apparatus access road where all buildings are equipped throughout with *approved automatic sprinkler systems*.

D104.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the lot or area to be served, measured in a straight line between accesses.

SECTION D105
AERIAL FIRE APPARATUS ACCESS ROADS

D105.1 Where required. Where the vertical distance between the *grade plane* and the highest roof surface exceeds 30 feet (9144 mm), *approved* aerial fire apparatus access roads shall be provided. For purposes of this section, the highest roof surface shall be determined by measurement to the eave of a pitched roof, the intersection of the roof to the exterior wall, or the top of parapet walls, whichever is greater.

Exception: Where *approved* by the *fire code official*, buildings of Type IA, Type IB or Type IIA construction equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 and having fire fighter access through an enclosed *stairway* with a Class I standpipe from the lowest level of fire department vehicle access to all roof surfaces.

D105.2 Width. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

D105.3 Proximity to building. One or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building, and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be *approved* by the *fire code official*.

D105.4 Obstructions. Overhead utility and power lines shall not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building. Other obstructions shall be permitted to be placed with the approval of the *fire code official*.

SECTION D106
MULTIPLE-FAMILY RESIDENTIAL DEVELOPMENTS

D106.1 Projects having more than 100 dwelling units. Multiple-family residential projects having more than 100 *dwelling units* shall be equipped throughout with two separate and *approved* fire apparatus access roads.

Exception: Projects having up to 200 *dwelling units* shall have not fewer than one *approved* fire apparatus access road where all buildings, including nonresidential occupancies, are equipped throughout with *approved automatic sprinkler systems* installed in accordance with Section 903.3.1.1 or 903.3.1.2.

D106.2 Projects having more than 200 dwelling units. Multiple-family residential projects having more than 200 *dwelling units* shall be provided with two separate and *approved* fire apparatus access roads regardless of whether they are equipped with an *approved automatic sprinkler system*.

D106.3 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

SECTION D107
ONE- OR TWO-FAMILY RESIDENTIAL DEVELOPMENTS

D107.1 One- or two-family dwelling residential developments. Developments of one- or two-family *dwellings* where the number of *dwelling units* exceeds 30 shall be provided with two separate and *approved* fire apparatus access roads.

Exceptions:

1. Where there are more than 30 *dwelling units* accessed from a single public or private fire apparatus access road and all *dwelling units* are equipped throughout with an *approved automatic sprinkler system* in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3, access from two directions shall not be required.
2. The number of *dwelling units* accessed from a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the *fire code official*.

D107.2 Remoteness. Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses.

SECTION D108
REFERENCED STANDARDS

D108.1 General. See Table D108.1 for standards that are referenced in various sections of this appendix. Standards are listed by the standard identification with the effective date, standard title, and the section or sections of this appendix that reference the standard.

TABLE D108.1
REFERENCED STANDARDS

STANDARD ACRONYM	STANDARD NAME	SECTIONS HEREIN REFERENCED
ASTM F2200—14	*Standard Specification for Automated Vehicular Gate Construction*	D103.5
UL 325—02	*Door, Drapery, Gate, Louver, and Window Operators and Systems*, with Revisions through May 2015	D103.5

Mayor
Nanette Billings

City Manager
Kaden C. DeMille

HURRICANE CITY
UTAH

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

Hurricane City Power Department is not presently capable of providing power service to the proposed Neighborhood 6 development.

The area where Neighborhood 6 is located is served by a distribution circuit known as Circuit 101. In October of 2021, the Power Department obtained a report from Intermountain Consumer Professional Engineers, Inc. ("ICPE") analyzing the capacity of Circuit 101. *See* attached Clifton Wilson Substation Circuit CW-101 Analysis Report (the "Circuit 101 Report"). The Circuit 101 Report concluded that areas of Circuit 101 were experiencing voltage drop below the level of service criteria and it was recommended that no additional load be placed on Circuit 101 without improvements.

The Circuit 101 Report included an addendum that detailed possible improvements that could provide power capacity to an additional 1100 200-amp units. In 2023, there were several developments that had already filed preliminary plat applications and received preliminary plat approvals but could not obtain the approval of construction drawings due to the lack of additional capacity on Circuit 101. The Power Department determined that the improvements suggested in the Circuit 101 Report were feasible, approached the developers that had approved preliminary plats, and offered to construct the improvements to increase capacity for those developments on the condition that those developers pay the City upfront for the City's actual costs to make the improvements. This arrangement was offered to the developers in the same order that their respective preliminary plat applications were filed, and eight developments with approved preliminary plats accepted the offer to pay for the improvements. Participation in these improvements was not offered to Neighborhood 6 because its preliminary plat application was submitted after the eight developments that agreed to participate. Each of the eight participating developers entered into contracts with the City and deposited with the City their proportionate shares of the improvements needed to increase power capacity to the south portion of the City. *See* attached Agreements to Increase Power Capacity, Capacity Project Map and Index, and History Summary. Pursuant to the eight Agreements to Increase Power Capacity, the Power Department undertook these improvements to increase the capacity of Circuit 101, which increased capacity was contractually allocated to the eight developers that paid for the improvements.

Therefore, based on the Circuit 101 Report, the additional load needed to serve the proposed Neighborhood 6 is not available, and providing the load in the current circumstances would cause voltage drop on the circuit below the established level of service criteria. *See* Circuit 101 Report. Hurricane City recently acquired property for a substation in the area on October 17, 2025, the completion of which will provide capacity to Neighborhood 6. The acquisition of the property now permits the City to move forward with the substation's construction. However, the substation needs time to be engineered to determine what equipment needs to be ordered. Also, the lead times for critical electrical components of a substation is approximately two years, plus the time needed for actual construction, and the City is still lacking necessary easements to connect the substation property to its transmission network. For these reasons, a commitment by the Power Department to provide service by a date certain would be speculative. The applicant has indicated it intends to begin construction within months, and the Power Department certainly cannot provide service to Neighborhood 6 within that time frame.

Michael Johns
Power Director, Hurricane City

147 North 870 West • Hurricane, UT • 84737
Phone: (435) 635-2811 • Fax (435) 635-4284
www.cityofhurricane.com



Hurricane City Power

Clifton Wilson Substation
Circuit CW-101Analysis
Report

October 2021

Intermountain Consumer
Professional Engineers, Inc.
1145 East South Union Avenue
Midvale, Utah 84047
(801) 255-1111

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INTRODUCTION

As requested by Hurricane City Power, Intermountain Consumer Professional Engineers ("ICPE") performed a study on Clifton Wilson substation circuit CW-101 to determine electrical conditions during peak loading and to evaluate loading capacity.

As a part of the study ICPE's Scope included:

System Modelling

1. Develop circuit line impedance for circuit modeling.
2. Develop a circuit model for computer simulation on SKM software.
3. Develop load distribution across circuit CW-101 for circuit modeling.
4. Develop an expanded circuit model with proposed system additions.

Study & Report

1. Perform circuit load flow studies under existing conditions and historic peak loading.
2. Determine maximum 3 phase loading as to not cause greater than industry standard voltage drop and in accordance with IEEE C84.1 Range-A.
3. Develop study report on study finding.

This Report consists of the Introduction section, Summary section, Services Standard section, Study Finding section and Appendix.

General findings of the Study are presented in the Summary Section of this Report.

The Level of Service Standard Section covers voltage criteria as set forth in the IEEE C84.1 Standard and which represents Standard Utility Practice.

The Study Finding section contains a Circuit Description section, Substation Capacity section, Circuit CW-101 Loading Section and a Load Flow Analysis Section.. Sections generally contain supporting data for conclusions.

SUMMARY

This study considers the existing electrical system condition and impact of electrical load addition to Clifton Wilson Circuit CW101. Circuit CW 101 generally extends southward from Clifton Wilson 7.1 circuit miles. New development contemplated extension of CW101 and additional 4.5 miles southward.

Level of Service
IEEE Standard C84.1 requires that minimum service entrance voltage during normal operation do not fall below 95% of base voltage and that utilization voltage should not fall below 90% of base voltage. Service Entrance voltage is measured at the point of delivery; Utilization voltage is measured at the terminals of the utilization equipment. To meet the Standard, a value of 97% - 98% per unit distribution voltage, at the high side of distribution transformers is considered necessary and adopted for the study.

Substation Capacity
In assessing and planning electrical systems loading levels of all system equipment should be evaluated. Typically, transformers, voltage regulation, circuit breakers, reclosers, power lines, and system protection are considered.

Evaluation of substation are performed to determine existing loading conditions, ability for future load addition, ability to backup adjacent substation, and to determine the need for new substations.

From review, it was determined that the existing Clifton Wilson substation serving circuit CW-101 is a heavily loaded substation but could provide some additional load to CW-101 assuming completion of the Sky Mountain substation and some load transfer from Clifton Wilson to Sky Mountain Substations.

Voltage Regulation
Clifton Wilson substation is equipped with voltage regulator banks that regulate voltage to distribution circuits. The Clifton Wilson regulators are set for 122.5 V output (secondary) with a 3 volt bandwidth (voltage range from 121 to 124V).

Circuit Loading
Clifton Wilson circuit CW-101was determined to have peak loading at 3.8 MW (4.1 MVA) with 1.7 MVA of the 4.1 MVA flowing through the Bench Lake regulators

Circuit CW-101 is equipped with a three phase inline regulator bank (Bench Lake regulators) and are rated 114.3/128.0 kVA (150/168) amp thru current. Regulator output is set for 122 V (secondary) with a 2 volt band width.

Load Flow Analysis
Circuit CW-101 was studied using real time regulator load data and through computer modeling using SKM software. Study shows that the existing circuit does not have overloading conditions but is voltage limited. It was determined that:

1. Areas of the existing circuit does experience voltage drop below Level of Service criteria under peak loading.
2. Addition of load without improvements is not recommended as voltage will be further reduced and existing customers will experience substandard voltage levels.

Potential short term solutions for some load addition would be:

1. Optimize voltage regulator bank position.
2. Add another in line regulator bank.
3. Add capacitor banks to maintain a high power factor during peak loading.
4. If possible, move existing load to another circuit to allow new load.

Additional work is needed to determine potential loading with equipment addition and or load transfer; noting the limitations of the existing Bench Lake regulators (1.9 MVA margin) and line conductors.

SERVICE STANDARD

To provide reliable power delivery, and equitably to all it customers; utilities strives to operates the power system to obtain a uniform level of service throughout. Below is a typical utility Level of Service Standard.

Level of Service Standard

- The system must be able to adequately serve load under single contingency (N-1) situations, where "N" is a power system elements such as a transformer or non-radial line.
- System switching required under an N-1 contingency should remain as simplified as possible to ensure that switching orders are not unnecessarily complex.
- Distribution circuit loading must remain below 90% of its maximum current rating.
- Distribution circuit voltage must remain between 98% and 105% (at loads) of its nominal value; and
- Distribution circuit mains must be able to serve additional load under N-1 contingencies.
- System to Meet IEEE C84.1 Voltage limits.

In preforming the study, criteria as set forth in the Level of Service Standard, was utilized. Of primary concern was meeting IEEE C84.1 normal voltage requirements as listed in Table 1. As seen the Standard requires that minimum service entrance voltage during normal operation do not fall below 95% of base voltage. Utilization voltage should not fall below 90% of base voltage. Service Entrance voltage is measured at the point of delivery; Utilization voltage is measured at the terminals of the utilization equipment. The difference between the minimum service and minimum utilization voltage is intended to allow for voltage drop in the customer's wiring system. The difference between distribution circuit voltage and service entrance voltage is to allow for voltage drop across distribution transformers and secondary wire to the service entrance.

TABLE 1

Voltage Point of Measurement	**Standard Voltages** **120, 208, 240, 277, 480, 600, 660**	**Percent of Nominal**
Service Entrance Voltage High Range - A	126, 218, 252, 291, 504, 630,720	105.0%
Service Entrance Voltage Low Range - A	114, 197, 228, 263, 456, 570, 655	95%
Utilization High Voltage Range - A	126, 218, 252, 291, 504, 630, 720	105.0%
Utilization Low Voltage Range - A	108, 187, 249, 432, 540, 630	90%

Study Findings

Circuit Description

Clifton Wilson circuit CW-101 is a long three phase branched 12.47kV distribution circuits, approximately 7 miles long, that serves load through Clifton Wilson substation and extends from 600 North and southward to approximately 4500 south. The circuit is equipped with an inline 3-phase voltage regulator bank (Lake Bench regulator bank) located at approximately 2300 South and 1000 west (approx. 4.6 miles from Clifton Wilson substation). Proposed circuit addition would extend the circuit another 4.8 mile beyond the southern end of the circuit.

Existing circuit conductors and associated nominal published thermal rating is indicated in Table 2.

Table 2
Circuit Conductor

Line Section	Length (Miles)	Conductor	Thermal Rating (amp)[1]	MVA Rating at Nominal Amp and 100% Voltage
Clifton Wilson Sub to 1500 So 700W	3.6	336 ACSR	514	11.1
1500 South to 1750 South	0.27	750 MCM AL URD	497	10.7
1750 South to approx. 2070 So	0.44	4/0 AL URD	248	5.35
2070 So to Bench Lake Regulators	0.27	1/0 ACSR	242	5.22
Bench Lake Regulators to 3000 South	1.28	1/0 ACSR	242	5.22
3000 So 1100W to approx. 3300 So. 1100 West	0.77	336 ACSR	514	11.1
Approx. 3300 So. 1100 West to Circuit End	0.59	750 MCM AL URD	497	10.7
(tap) 3000 So 1100W to approx. 3100 So. 2100 West (circuit end)	1.45	336 ACSR	514	11.1
3100 So. 2100 West to 3300 So 2100 West (circuit end)	0.26	#2 ACSR	180	3.9
New Circuit Extension 3300 So. 2100 West (circuit end) to pump station	4.8	336 ACSR	514	11.1

1. Thermal ratings are at nominal publish values. De-rate value may apply for high ambient temperatures.

From a thermal prospective conductor ratings are adequate for some load addition; however, as discussed below, the circuit is voltage limited. Without voltage limitation, the circuit is next limited by Bench Lake regulator Bank size, 1/0 ACSR and #2 ACSR ratings.

Substation Capacity

In assessing and planning electrical systems loading levels all system equipment are evaluated. Typically; transformers, regulators, circuit breakers, reclosers, power lines, and system protection are evaluated. Evaluation of substations are performed to determine existing loading conditions, ability for future load addition, ability to backup adjacent substations, and to determine the need for new substations.
The Clifton Wilson substation has two power transformer bays and several distribution circuits. Both power transformer are rated 12/16/22 MVA with 667//994 FA (1303 A) kva regulators. During normal operation power transformers are not paralleled. For summer 2021 load behind the Clifton Wilson substation was 28.6 MW, with 7.2 MW provided by local generation. With consideration for an N-1 contingency (loss of one power transformer) transformer capacity at Clifton Wilson substation is questionable for allowing additional loading. However, with the addition of the Sky Mountain Substation transformer, loading at Clifton Wilson substation can be reduced by load

transfers to Sky Mountain substation. Load transfer to Sky Mountain would allow for other loads to be added to Clifton Wilson transformers. Generally transformer capacity is not an initial limiting factor for load addition in the rage of two to three megawatt to CW-101.

Circuit CW-101 Loading

To preform circuit analysis circuit peak loading information is necessary. Circuit peak loading data was provided by Hurricane City Power personnel and included indication of circuit maximum load level at the substation circuit recloser and load through the Bench Lake regulator bank. Overall circuit peak loading was indicated to be 3.8 MW during summer 2021 peak load period. Approximately 1.7 MW of the 3.8 MW circuit load flowed through the Bench Lake Regulators.

Table 3 contains overall circuit loading data as provide and used in the circuit analysis.

Table 3
Circuit Load Data

CW-101 Loading -- 7/09/2021					
Circuit	Max MW	Assumed load power factor	MVA	Circuit Capacitors	MVA
CW-101	3.8 MW	0.92	4.13	2- 150 KVAR Banks	4.02

Table 4 contains select data that was provided by Hurricane City Power personnel and as obtained from the Lake Bench regulator bank controller. Additional regulator load data is provided in the appendix for review.

Table 4
Lake Bench Regulator Data

Regulator Max Data - Report				
Regulator	**Max Amp (Inst.)**	**Max Load (kW) (Inst)**	**Time**	**Tap Position**
A - Phase	102.8	739	7-9-21 18:38	---
B - Phase	95.0	682	7-9-21 18:43	---
C- Phase	93.9	677	7-9-21 16:30	---
Regulator 15 Minute Max Reading				
Regulator	**Max Amp**	**Max Load (kW)**	**Time**	
A - Phase	68.7	499	7-9-21 18:15	7(1)
B - Phase	92.1	666	7-9-21 16:30	13
C- Phase	84.5	611	7-9-21 16:30	9(1)
A - Phase	70.0	508	9-7-21 15:30	10
B - Phase	----	----	----	----
C- Phase	----	----	----	----

1. Tap to position 10 at 14:00 to 15:00 hr

From regulator data it can be concluded that the circuit is near or below the lower distribution voltage limits (0.97-0.98) north of the regulator bank during heavy loading periods. The regulators allow for a +/- 10 % regulation over 32 steps

with maximum regulation at +/- step 16, each step correlates to a 0.625% voltage change. B phase regulator is shown to have move to position +13 under high loading, A phase and C phase regulator data shows the regulators tapped to position 10 at 14:30 hr. Bench Lake regulator setting were indicated to be at 122 volts with a 2 volt bandwidth (121 to 123 range); for a tap position of +13 with load voltage at 122 V (represent 1.67% above nominal) source voltage would be at 93.5% of nominal; for a tap position of +10 source voltage would be at 95.5% of nominal. Regulator data indicates that the circuit has some imbalance during peak; however, noting that exact balancing is generally not possible.

Bench Lake regulator are rated 114.3/128.0 kVA (150/168 amp thru current); Assuming balanced loading, maximum through load at 168 amps is 3.6 MVA, the bank is currently load at 1.7 MVA. Assuming balanced loading, maximum additional loading through the regulators is 1.9 MVA.

Load Flow Analysis

To determine circuit electrical conditions during peak loading and to evaluate the circuits ability for additional loading circuit impedances were determined and a circuit model was developed on SKM Software for computer simulations.

The circuit was studied for:

1. Voltage drop under peak loading.
2. Line loading under peak loading.
3. Equipment loading under peak loading.
4. Effect of power factor improvements.
5. Additional loading capabilities.

Table 5 contains results of select load flows under varying conditions, additional load flow results are in the Appendix. .

Table 5
Load Flow Results

			Location Voltage (per unit)									
Case	**Case Description**	**Case Load**	Clifton Low Side 12.47 kV	Bus - 004 (1300 So.)	Bus - 009 (2050 So.)	Bus - 011 (Bench Lake Reg.)	Bus - 012 (Bench Lake Reg.)	Bus -014 (3000 So.)	Bus - 017 3300 So 2100W	Bus - 020 (approx 3800 So.)	Bus -022 (RMP Tap end)	Bus -033 (Pump Sta..)
1	2021 Loading w/100 Amps thru Bench Lake Regs.	CW101 Recloser: 4.11 MVA (3.8MW) Bench Lake Reg: 2.127 MVA	1.007	**0.964**	**0.958**	**0.95**	1.01	1.0	1.0	1.0	0.99	N/A
2	2021 Loading w/70 Amps thru Bench Lake Reg.	CW101 Recloser: 4.135 MVA (3.8MW) Bench Lake Reg: 1.5 MVA	1.008	**0.976**	**0.97**	**0.964**	1.017	1.004	1.0	1.004	0.996	**N/A**
3	2021 Loading w/100 Amps thru Bench Lake Reg. and 700 kvar capacitor add.	CW101 Recloser: 3.872 MVA (3.8MW) Bench Lake Reg: 2.08 MVA	1.008	**0.976**	**0.97**	**0.964**	1.01	1.0	1.0	1.0	0.99	**N/A**
4	2021 Loading w/load (550KW) addition over 100 Amps thru Bench Lake Reg.	CW101 Recloser: 4.7 MVA Bench Lake Reg: 2.6 MVA	1.008	**0.96**	**0.954**	**0.947**	1.016	1.0	0.99	1.0	0.99	**0.99**

To meet "Service Entrance Voltage Low Range – A" requirements , as covered in the Service Standard section, a minimum of 0.97 pu voltage (preferable 0.98) is necessary to allow for voltage drop across distribution transformers and secondary cabling to the service entrance.

Case 1 represents the existing system with 2021 loading and load distributed to have 98 amps of overall circuit load following through the Bench Lake regulators. The study was performed with an overall circuit loading of 4.1 MVA (Summer 2021 loading) and with 2.1 MVA (98 amps) of the 4.1MVA through the Lake Bench regulators. For all cases voltage at Clifton Wilson substation was held at 1.008 p.u. (121V), noting that the regulator set point is 122.5V with a 3 volt band width (121 -124 volt range).

Study results indicate that there are no overload conditions; however, the study indicates that the circuit is voltage limited. Voltage from 1300 South to the Bench Lake regulator bank is below 0.97 p.u. Results correlated to regulator data.

Case 2 represents the existing system with 2021 loading. The study was performed with an overall circuit loading of 4.1 MVA (Summer 2021 loading) and with loads redistributed for 1.5 MVA (70 amps) of the 4.1MVA to flow through the Lake Bench regulators. Results indicate that there are no overload conditions; however, the study indicates that circuit remains voltage limited with the reduced flow through the regulators. Voltage from 1300 South to the Bench Lake regulator bank is at or below 0.97 p.u.

Case 3 is equivalent to Case 1 and includes the addition of 700 kvar capacitance for power factor correction to 0.98. Through the addition of capacitors some marginal voltage improvements is obtained but voltage is still near 0.97p.u. and under 0.98pu.

Case 4 is equivalent to Case 1 with the addition of approximately 4.5 miles of 336 ACSR circuit to the end of the existing circuit and the addition of 550 kW past the Bench Lake regulators. Results show that there is no over loading but voltage drops are increased.

Computer studies and real time voltage regulator data show that the circuit is voltage limited with voltage at or below criteria of 0.97-0.98 per unit at the distribution voltage. With consideration for normal load growth along the length of the existing circuit large load addition is not recommended.

Potential short term solutions for some load addition would be:

5. Optimize voltage regulator bank position.
6. Add another in line regulator bank.
7. Add capacitor banks to maintain a high power factor during peak loading.
8. If possible, move some existing load to another circuit to allow new load to CW-101.

Additional work is needed to determine potential loading with equipment addition and or load transfer; it is noted that with voltage limitation reduced other limitation will arise. Specifically, the existing Bench Lake regulator (1.9 MVA margin) and 1/0 and #2 ACSR line conductors. The optimum solution is a new substation in the vicinity of major load growth.

APPENDIX

APPENDIX

System Load Flow Summary
Bench Lake Regulator Data
System Model – SKM
Model Input Data
Model impedance Data

Hurricane City - Clifton Wilson CW101 Circuit Load Flow Results												
Case Description	**Power Flow**	**Regulator (600 North)**	**Bus-004 (1300 South)**	**Bus-009 (2050 South)**	**Bench Lake Non Reg Bus-011**	**Bench Lake Reg Bus-012**	**Bus-014 (3000 South)**	**Bus-017 (2100 West)**	**Bus-018 (1100 West) RMP TAP**	**Bus-020 (3800 S)**	**Bus-022 (4370 S) So. end skypark**	**Bus-033 -- New Development pumps**
2021 Load	Recloser 4.111 MVA, 1.543 MVAR, 3.812 MW Bench Lake Reg: 2.127 MVA, .693 MVAR, 2.013 MW	Voltage: 12,551 V (1.007pu) Voltage Drop: -0.7%	Voltage: 12,027 V (0.964pu) Voltage Drop: 3.6%	Voltage: 11,952 V (0.958pu) Voltage Drop: 4.2%	Voltage: 11,867 V (0.952pu) Voltage Drop: 4.8%	Voltage: 12,669 V (1.016pu) Voltage Drop: -1.6%	Voltage: 12,502 V (1.003pu) Voltage Drop: -0.3%	Voltage: 12,460 V (0.999pu) Voltage Drop: 0.1%	Voltage: 12,494 V (1.002pu) Voltage Drop: -0.2%	Voltage: 12,492 V (1.002) Voltage Drop: -0.2%	Voltage: 12,395 V (0.994pu) Voltage Drop: 0.6%	N/A
Flat Build with 250 kVA Load + 350 hp	Recloser: 4.723 MVA, 1.777 MVAR, 4.377 MW Bench Lake Reg: 2.645 MVA, .798 MVAR, 2.522 MW	Voltage: 12,544 V Voltage Drop: -0.6%	Voltage: 11,936 V Voltage Drop: 4.3%	Voltage: 11,847 V Voltage Drop: 5.0%	Voltage: 11,740 V Voltage Drop: 5.9%	Voltage: 12,687 V Voltage Drop: -1.7%	Voltage: 12,476 V Voltage Drop: -0.1%	Voltage: 12,365 V Voltage Drop: 0.8%	Voltage: 12,468 V Voltage Drop: 0.0%	Voltage: 12,466V Voltage Drop: 0.0%	Voltage: 12,369 V Voltage Drop: 0.8%	Voltage: 12,327 V Voltage Drop: 1.2%
Flat Build with 500 kVA Load + 350 hp	Recloser: 5.046 MVA, 1.959 MVAR, 4.651 MW Bench Lake Reg: 2.910 MVA, .906 MVAR, 2.765 MW	Voltage: 12,587 V Voltage Drop: -0.9%	Voltage: 11,930 V Voltage Drop: 4.3%	Voltage: 11,833 V Voltage Drop: 5.1%	Voltage: 11,714 V Voltage Drop: 6.1%	Voltage: 12,678 V Voltage Drop: -1.7%	Voltage: 12,442 V Voltage Drop: 0.2%	Voltage: 12,294 V Voltage Drop: 1.4%	Voltage: 12,434 V Voltage Drop: 0.3%	Voltage: 12,432 V Voltage Drop: 0.3%	Voltage: 12,335 V Voltage Drop: 1.1%	Voltage: 12,249 V Voltage Drop: 1.8%
Flat Build with 1000 kVA load + 350 hp	Recloser: 5.735 MVA, 2.370 MVAR, 5.223 MW Bench Lake Reg: 3.450 MVA, 1.13 MVAR, 3.26 MW	Voltage: 12,581 V Voltage Drop: -0.9%	Voltage: 11,809 V Voltage Drop: 5.3%	Voltage: 11,695 V Voltage Drop: 6.2%	Voltage: 11,550 V Voltage Drop: 7.4%	Voltage: 12,636 V Voltage Drop: -1.3%	Voltage: 12,349 V Voltage Drop: 1.0%	Voltage: 12,125 V Voltage Drop: 2.8%	Voltage: 12,341 V Voltage Drop: 1.0%	Voltage: 12,338 V Voltage Drop: 1.1%	Voltage: 12,241 V Voltage Drop: 1.8%	Voltage: 12,066 V Voltage Drop: 3.2%
2021 Load w/ added capacitors	Recloser: 3.872 MVA, .761 MVAR, 3.797 MW Bench Lake Reg: 2.084 MVA, .545 MVAR, 2.011 MW Capacitors: 1.038 MVAR	Voltage: 12,566 V Voltage Drop: -0.8%	Voltage: 12,170 V Voltage Drop: 2.4%	Voltage: 12,100 V Voltage Drop: 3.0%	Voltage: 12,019 V Voltage Drop: 3.6%	Voltage: 12,680 V Voltage Drop: -1.7%	Voltage: 12,522 V Voltage Drop: -0.4%	Voltage: 12,479 V Voltage Drop: -0.1%	Voltage: 12,516 V Voltage Drop: -0.4%	Voltage: 12,517 V Voltage Drop: -0.4%	Voltage: 12,417 V Voltage Drop: 0.4%	N/A
70A at Bench Lake Reg												
2021 Load w/ 70A at Bench Lake Reg	Recloser: 4.045 MVA, 1.46 MVAR, 3.772 MW Bench Lake Reg: 1.47 MVA, .456 MVAR, 1.397 MW	Voltage: 12,557 V (1.007pu) Voltage Drop: -0.7%	Voltage: 12,064 V (0.967pu) Voltage Drop: 3.25%	Voltage: 12,002 V (0.9625pu) Voltage Drop: 3.75%	Voltage: 11,944 V (0.958pu) Voltage Drop: 4.21%	Voltage: 12,670 V (1.016pu) Voltage Drop: -1.6%	Voltage: 12,558 V (1.007pu) Voltage Drop: -0.71%	Voltage: 12,529 V (1.004pu) Voltage Drop: -0.48%	Voltage: 12,553 V (1.006pu) Voltage Drop: -0.67%	Voltage: 12,553 V (1.006pu) Voltage Drop: -0.67%	Voltage: 12,485 V (1.001) Voltage Drop: -0.13%	N/A
2021 Load 250 kVA Load + 350 hp	Recloser: 4.733 MVA, 1.738 MVAR, 4.404 MW Bench Lake Reg: 2.229 MVA, .630 MVAR, 2.137 MW	Voltage: 12,575 V Voltage Drop: -0.8%	Voltage: 11,983 V Voltage Drop: 3.9%	Voltage: 11,902 V Voltage Drop: 4.6%	Voltage: 11,813 V Voltage Drop: 5.3%	Voltage: 12,675 V Voltage Drop: -1.6%	Voltage: 12,498 V Voltage Drop: -0.2%	Voltage: 12,395 V Voltage Drop: 0.6%	Voltage: 12,491 V Voltage Drop: -0.2%	Voltage: 12,490V Voltage Drop: -0.2%	Voltage: 12,411 V Voltage Drop: 0.5%	Voltage: 12,356 V Voltage Drop: 0.9%
2021 Load 500 kVA Load + 350 hp	Recloser: 5.051 MVA, 1.915 MVAR, 4.674 MW Bench Lake Reg: 2.490 MVA, .737 MVAR, 2.379 MW	Voltage: 12,578V Voltage Drop: -0.9%	Voltage: 11,935 V Voltage Drop: 4.3%	Voltage: 11,846 V Voltage Drop: 5.0%	Voltage: 11,745 V Voltage Drop: 5.8%	Voltage: 12,680 V Voltage Drop: -1.7%	Voltage: 12,478 V Voltage Drop: -0.1%	Voltage: 12,339 V Voltage Drop: 1.1%	Voltage: 12,472 V Voltage Drop: -0.0%	Voltage: 12,470V Voltage Drop: -0.0%	Voltage: 12,391 V Voltage Drop: 0.6%	Voltage: 12,294 V Voltage Drop: 1.4%
2021 Load 1000 kVA Load + 350 hp	Recloser: 5.720 MVA, 2.303 MVAR, 5.236 MW Bench Lake Reg: 3.024 MVA, .957 MVAR, 2.869 MW	Voltage: 12,571V Voltage Drop: -0.8%	Voltage: 11,819 V Voltage Drop: 5.2%	Voltage: 11,713 V Voltage Drop: 6.1%	Voltage: 11,588 V Voltage Drop: 7.1%	Voltage: 12,675 V Voltage Drop: -1.6%	Voltage: 12,424 V Voltage Drop: 0.4%	Voltage: 12,209 V Voltage Drop: 2.1%	Voltage: 12,417 V Voltage Drop: 0.4%	Voltage: 12,415V Voltage Drop: 0.4%	Voltage: 12,336 V Voltage Drop: 1.1%	Voltage: 12,150 V Voltage Drop: 2.6%

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Min/Max Metering Values

A-Phase

SEL-2431 Date: 09/14/2021 Time: 10:58:08
Voltage Reg

Forward

	MAX	DATE	TIME	MIN	DATE	TIME
IL (A pri)	102.8	07/09/2021	18:38:24	5.7	03/25/2021	22:11:35
VS (kV)	7.55	05/08/2018	16:34:20	6.76	11/16/2018	09:10:37
VS (V sec)	125.9	05/08/2018	16:34:20	112.6	11/16/2018	09:10:37
VL (kV)	7.55	05/08/2018	16:34:20	6.76	11/16/2018	09:10:37
VL (V sec)	125.9	05/08/2018	16:34:20	112.6	11/16/2018	09:10:37
VCMP (kV)	7.55	05/08/2018	16:34:20	6.76	11/16/2018	09:10:37
VCMP (V sec)	125.9	05/08/2018	16:34:20	112.6	11/16/2018	09:10:37
P (kW)	739	07/09/2021	18:38:24	40	03/25/2021	22:11:35
Q (kVAr)	212	07/07/2017	12:55:57	-92	02/11/2020	13:58:27
S (kVA)	749	07/09/2021	18:38:24	41	03/25/2021	22:11:35
PF @ S Max/Min	0.99	07/09/2021	18:38:24	0.96	03/25/2021	22:11:35
Freq (Hz)	60.12	09/18/2018	09:52:34	59.71	06/16/2017	04:15:54
Tap Pos	+16	02/20/2017	11:42:24	-16	02/20/2017	11:48:16

Reverse

	MAX	DATE	TIME	MIN	DATE	TIME
IL (A pri)	$$$$$$	(Reset)		$$$$$$	(Reset)	
VS (kV)	$$$$$	(Reset)		$$$$$	(Reset)	
VS (V sec)	$$$$$	(Reset)		$$$$$	(Reset)	
VL (kV)	$$$$$	(Reset)		$$$$$	(Reset)	
VL (V sec)	$$$$$	(Reset)		$$$$$	(Reset)	
VCMP (kV)	$$$$$	(Reset)		$$$$$	(Reset)	
VCMP (V sec)	$$$$$	(Reset)		$$$$$	(Reset)	
P (kW)	$$$$$$	(Reset)		$$$$$$	(Reset)	
Q (kVAr)	$$$$$$	(Reset)		$$$$$$	(Reset)	
S (kVA)	$$$$$$	(Reset)		$$$$$$	(Reset)	
PF @ S Max/Min	$$$$$	(Reset)		$$$$$	(Reset)	
Freq (Hz)	$$$$$	(Reset)		$$$$$	(Reset)	
Tap Pos	$$$	(Reset)		$$$	(Reset)	

Last MaxMin Reset 02/14/2017 19:55:55

Demand/Peak

B Phase

SEL-2431 Date: 09/14/2021 Time: 10:55:40
Voltage Reg

Line Current (IL)

	DEMAND (A pri)	PEAK (A pri)	DATE	TIME
Forward	49	95	07/09/2021	18:43:19
Reverse	0	0	03/15/2017	12:33:51

Real Power (P)

	DEMAND (kW)	PEAK (kW)	DATE	TIME
Forward	353	682	07/09/2021	18:43:19
Reverse	0	0	03/15/2017	12:33:50

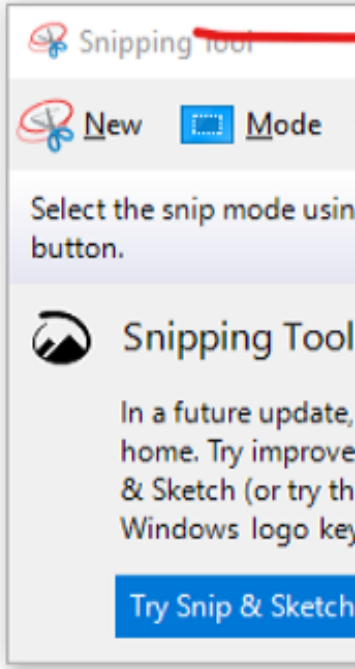
Reactive Power (Q)

	DEMAND (kVAr)	PEAK (kVAr)	DATE	TIME
Forward OUT	58	126	07/30/2020	14:12:27
Forward IN	0	85	04/10/2020	23:40:33
Reverse OUT	0	0	(Reset)	
Reverse IN	0	0	03/15/2017	12:33:51

Apparent Power (S)

	DEMAND (kVA)	PEAK (kVA)	DATE	TIME
Forward	357	691	07/09/2021	18:43:19
Reverse	0	0	03/15/2017	12:33:51

Last Demand Reset 07/07/2021 17:23:17
Last Peak Reset 02/14/2017 19:55:55



Min/Max Metering Values

SEL-2431 C Phase Date: 09/20/2021 Time: 12:58:53
Voltage Reg

Forward

	MAX	DATE	TIME	MIN	DATE	TIME
IL (A pri)	93.9	07/09/2021	16:30:55	0.8	05/20/2019	11:37:00
VS (kV)	7.52	05/08/2018	16:33:45	6.79	11/16/2018	09:10:00
VS (V sec)	125.3	05/08/2018	16:33:45	113.2	11/16/2018	09:10:00
VL (kV)	7.52	05/08/2018	16:33:45	6.79	11/16/2018	09:10:00
VL (V sec)	125.3	05/08/2018	16:33:45	113.2	11/16/2018	09:10:00
VCMP (kV)	7.52	05/08/2018	16:33:45	6.79	11/16/2018	09:10:00
VCMP (V sec)	125.3	05/08/2018	16:33:45	113.2	11/16/2018	09:10:00
P (kW)	677	07/09/2021	16:30:55	-8	03/09/2020	11:44:34
Q (kVAr)	205	02/07/2019	09:21:23	-95	10/07/2020	01:35:10
S (kVA)	683	07/09/2021	16:30:55	5	05/20/2019	11:37:00
PF @ S Max/Min	0.99	07/09/2021	16:30:55	0.93	05/20/2019	11:37:00
Freq (Hz)	60.12	09/18/2018	09:42:58	59.71	06/16/2017	04:15:37
Tap Pos	+15	07/07/2021	17:30:28	-07	11/16/2018	10:08:06

Reverse

	MAX	DATE	TIME	MIN	DATE	TIME
IL (A pri)	2.9	03/17/2020	13:52:53	2.3	03/26/2020	12:44:45
VS (kV)	7.32	03/26/2020	12:44:53	7.28	03/17/2020	13:52:52
VS (V sec)	122.0	03/26/2020	12:44:53	121.4	03/17/2020	13:52:52
VL (kV)	7.32	03/26/2020	12:44:53	7.28	03/17/2020	13:52:52
VL (V sec)	122.0	03/26/2020	12:44:53	121.4	03/17/2020	13:52:52
VCMP (kV)	7.32	03/26/2020	12:44:53	7.28	03/17/2020	13:52:52
VCMP (V sec)	122.0	03/26/2020	12:44:53	121.4	03/17/2020	13:52:52
P (kW)	8	03/17/2020	13:52:53	-6	03/17/2020	13:52:09
Q (kVAr)	-17	03/26/2020	12:44:46	-20	03/17/2020	13:51:21
S (kVA)	21	03/17/2020	13:52:53	17	03/26/2020	12:44:46
PF @ S Max/Min	0.42	03/17/2020	13:52:53	-0.05	03/26/2020	12:44:46
Freq (Hz)	60.04	03/17/2020	13:51:23	59.99	03/26/2020	12:46:10
Tap Pos	-02	03/26/2020	12:44:14	-03	03/17/2020	13:50:55

Last MaxMin Reset 02/14/2017 18:46:47

SEL-2431 Date: 09/28/21 Time: 4:14:42
Bench Lake Voltage Reg A

#	DATE	TIME	IL	VSSEC	VLSEC	VCMPSEC	TAP_POS	ILFDEM	PFDEM	QFODEM	QFIDEM	SFDEM	ILRDEM	PRDEM	QRODEM	QRIDEM	SRDEM
7698	7/9/2021	23:45:01	42.85	122.225	122.235	122.235	2	41.62	304.981	12.165	0	305.255	0	0	0	0	0
7699	7/9/2021	23:30:01	42.5	122.255	122.265	122.265	2	41.707	305.811	11.815	0	306.072	0	0	0	0	0
7700	7/9/2021	23:15:00	41.25	122.61	122.625	122.625	3	43.497	319.275	17.316	0	319.766	0	0	0	0	0
7701	7/9/2021	23:00:00	44.25	122.77	122.785	122.785	3	45.388	333.435	15.89	0	333.834	0	0	0	0	0
7702	7/9/2021	22:45:00	44.55	122.59	122.6	122.6	3	46.764	342.847	20.861	0	343.495	0	0	0	0	0
7703	7/9/2021	22:30:00	45.65	122.295	122.305	122.305	3	46.288	338.962	20.379	0	339.587	0	0	0	0	0
7704	7/9/2021	22:15:01	47.3	122.42	122.435	122.435	3	47.446	347.99	21.345	0	348.691	0	0	0	0	0
7705	7/9/2021	22:00:01	47.7	122.33	122.345	122.345	4	51.315	374.444	24.296	0	375.247	0	0	0	0	0
7706	7/9/2021	21:45:01	51	122.035	122.05	122.05	4	52.793	385.514	26.362	0	386.429	0	0	0	0	0
7707	7/9/2021	21:30:00	49.95	122.245	122.255	122.255	4	52.308	383.185	31.125	0	384.462	0	0	0	0	0
7708	7/9/2021	21:15:01	51.25	121.74	121.75	121.75	5	51.381	374.692	26.424	0	375.656	0	0	0	0	0
7709	7/9/2021	21:00:00	55.35	121.94	121.95	121.95	4	54.655	398.267	36.084	0	399.907	0	0	0	0	0
7710	7/9/2021	20:45:01	53.65	122	122.015	122.015	4	55.166	400.687	36.84	0	402.393	0	0	0	0	0
7711	7/9/2021	20:30:01	56.75	121.43	121.435	121.435	4	58.317	426.218	37.191	0	427.853	0	0	0	0	0
7712	7/9/2021	20:15:01	57.55	122.175	122.19	122.19	5	58.246	425.034	34.874	0	426.498	0	0	0	0	0
7713	7/9/2021	20:00:01	54.45	122.25	122.26	122.26	5	57.431	418.045	38.481	0	419.831	0	0	0	0	0
7714	7/9/2021	19:45:00	56.35	122.4	122.415	122.415	5	57.837	423.124	30.756	0	424.255	0	0	0	0	0
7715	7/9/2021	19:30:00	57.95	122.205	122.215	122.215	5	59.767	435.646	35.251	0	437.087	0	0	0	0	0
7716	7/9/2021	19:15:00	58.95	122.22	122.235	122.235	5	60.252	440.462	37.614	0	442.103	0	0	0	0	0
7717	7/9/2021	19:00:01	62.05	122.51	122.515	122.515	6	62.898	459.502	44.922	0	461.714	0	0	0	0	0
7718	7/9/2021	18:45:01	65.1	121.8	121.81	121.81	6	63.91	465.648	55.094	0	468.909	0	0	0	0	0
7719	7/9/2021	18:30:01	69.35	121.865	121.875	121.875	6	67.674	493.475	60.032	0	497.125	0	0	0	0	0
7720	7/9/2021	18:15:01	67.35	122.07	122.08	122.08	7	68.726	499.865	60.452	0	503.528	0	0	0	0	0
7721	7/9/2021	18:00:00	67.6	122.01	122.025	122.025	7	65.778	480.141	49.162	0	482.685	0	0	0	0	0
7722	7/9/2021	17:45:00	63	122.88	122.885	122.885	7	61.681	451.21	40.697	0	453.054	0	0	0	0	0
7723	7/9/2021	17:30:00	63.25	122.885	122.895	122.895	8	64.412	471.369	44.064	0	473.453	0	0	0	0	0
7724	7/9/2021	17:15:00	63.9	121.795	121.81	121.81	8	63.973	466.163	39.828	0	467.887	0	0	0	0	0
7725	7/9/2021	17:00:00	61.2	122.585	122.595	122.595	9	62.759	459.415	38.827	0	461.064	0	0	0	0	0
7726	7/9/2021	16:45:01	62.05	122.125	122.135	122.135	9	64.289	468.296	42.3	0	470.211	0	0	0	0	0
7727	7/9/2021	16:30:01	65.85	121.525	121.535	121.535	9	65.723	478.175	44.564	0	480.256	0	0	0	0	0
7728	7/9/2021	16:15:01	64.6	122.24	122.255	122.255	9	62.989	460.262	40.106	0	462.025	0	0	0	0	0
7729	7/9/2021	16:00:00	62.05	122.77	122.78	122.78	10	64.149	468.181	42.989	0	470.177	0	0	0	0	0
7730	7/9/2021	15:45:01	65.05	121.735	121.745	121.745	9	62.577	455.07	42.648	0	457.075	0	0	0	0	0
7731	7/9/2021	15:30:01	64.35	121.485	121.5	121.5	9	63.721	463.309	42.081	0	465.229	0	0	0	0	0
7732	7/9/2021	15:15:01	62.8	122.545	122.555	122.555	10	61.991	453.815	38.204	0	455.428	0	0	0	0	0
7733	7/9/2021	15:00:00	59.25	122.465	122.475	122.475	10	61.818	451.679	41.527	0	453.591	0	0	0	0	0
7734	7/9/2021	14:45:00	61.25	122.21	122.22	122.22	10	60.642	443.076	43.738	0	445.243	0	0	0	0	0
7735	7/9/2021	14:30:01	60	122.425	122.43	122.43	10	59.798	436.841	42.002	0	438.861	0	0	0	0	0
7736	7/9/2021	14:15:01	61.2	122.885	122.9	122.9	10	59.257	432.559	40.007	0	434.409	0	0	0	0	0
7737	7/9/2021	14:00:01	59.6	121.09	121.1	121.1	9	56.451	409.574	35.74	0	411.142	0	0	0	0	0
7738	7/9/2021	13:45:00	59.15	121.64	121.65	121.65	9	58.938	427.895	43.956	0	430.161	0	0	0	0	0
7739	7/9/2021	13:30:00	58.4	122.045	122.06	122.06	9	57.375	418.16	41.321	0	420.214	0	0	0	0	0
7740	7/9/2021	13:15:01	57.05	121.055	121.06	121.06	9	56.927	413.7	37.848	0	415.451	0	0	0	0	0
7741	7/9/2021	13:00:00	54.05	121.805	121.815	121.815	9	55.205	402.069	36.192	0	403.728	0	0	0	0	0
7742	7/9/2021	12:45:00	56.6	122.115	122.135	122.135	9	55.975	407.425	39.779	0	409.611	0	0	0	0	0
7743	7/9/2021	12:30:01	53.55	122.24	122.25	122.25	9	55.352	398.194	77.594	0	405.699	0	0	0	0	0
7744	7/9/2021	12:15:01	56.9	121.55	121.56	121.56	9	54.575	392.426	76.152	0	399.764	0	0	0	0	0
7745	7/9/2021	12:00:01	59.35	121.625	121.635	121.635	9	58.876	421.215	84.668	0	429.663	0	0	0	0	0
7746	7/9/2021	11:45:00	54.15	122.195	122.205	122.205	9	58.007	415.814	80.254	0	423.52	0	0	0	0	0
7747	7/9/2021	11:30:00	57.3	121.93	121.94	121.94	8	56.712	407.312	77.086	0	414.597	0	0	0	0	0
7748	7/9/2021	11:15:00	53.2	121.83	121.845	121.845	8	53.835	387.229	72.478	0	393.975	0	0	0	0	0
7749	7/9/2021	11:00:00	56.25	121.51	121.52	121.52	8	55.434	396.304	77.515	0	403.89	0	0	0	0	0
7750	7/9/2021	10:45:00	56.05	121.07	121.085	121.085	7	52.997	380.447	66.635	0	386.25	0	0	0	0	0
7751	7/9/2021	10:30:01	52.55	121.6	121.615	121.615	7	51.982	373.008	66.761	0	378.95	0	0	0	0	0
7752	7/9/2021	10:15:01	51.45	121.825	121.84	121.84	7	53.105	380.71	71.184	0	387.328	0	0	0	0	0
7753	7/9/2021	10:00:00	48.4	121.79	121.8	121.8	7	52.73	377.202	73.317	0	384.293	0	0	0	0	0
7754	7/9/2021	9:45:01	52.2	121.06	121.075	121.075	5	50.763	363.689	69.285	0	370.291	0	0	0	0	0
7755	7/9/2021	9:30:01	52.25	121.8	121.81	121.81	5	50.205	362.448	67.878	0	368.763	0	0	0	0	0
7756	7/9/2021	9:15:01	49.05	122.435	122.455	122.455	6	50.029	360.775	63.715	0	366.371	0	0	0	0	0
7757	7/9/2021	9:00:00	48.75	121.675	121.69	121.69	6	48.904	350.889	62.971	0	356.515	0	0	0	0	0
7758	7/9/2021	8:45:00	50.9	121.655	121.67	121.67	6	48.796	351.697	62.077	0	357.147	0	0	0	0	0
7759	7/9/2021	8:30:01	46.05	122.07	122.085	122.085	6	46.001	331.534	62.304	0	337.354	0	0	0	0	0
7760	7/9/2021	8:15:00	47	122.415	122.425	122.425	7	48.168	346.538	62.899	0	352.223	0	0	0	0	0
7761	7/9/2021	8:00:00	47.75	121.17	121.18	121.18	5	46.666	335.742	57.225	0	340.594	0	0	0	0	0
7762	7/9/2021	7:45:00	45.75	121.84	121.85	121.85	5	47.386	340.322	59.627	0	345.532	0	0	0	0	0
7763	7/9/2021	7:30:00	43.95	121.745	121.755	121.755	5	43.107	310.641	54.221	0	315.356	0	0	0	0	0
7764	7/9/2021	7:15:01	45.6	121.94	121.95	121.95	5	42.651	308.525	51.029	0	312.753	0	0	0	0	0
7765	7/9/2021	7:00:00	42.45	122.03	122.045	122.045	5	40.691	293.319	44.553	0	296.713	0	0	0	0	0
7766	7/9/2021	6:45:01	42.8	121.43	121.44	121.44	4	40.712	293.052	48.345	0	297.035	0	0	0	0	0
7767	7/9/2021	6:30:00	37.95	121.98	121.99	121.99	4	37.052	268.515	39.782	0	271.491	0	0	0	0	0
7768	7/9/2021	6:15:00	34.9	122.17	122.18	122.18	4	36.502	263.596	37.844	0	266.351	0	0	0	0	0
7769	7/9/2021	6:00:00	36.05	121.475	121.49	121.49	3	35.918	259.178	35.082	0	261.569	0	0	0	0	0
7770	7/9/2021	5:45:00	38.45	121.555	121.565	121.565	2	36.712	264.822	36.016	0.001	267.286	0	0	0	0	0
7771	7/9/2021	5:30:01	32.45	121.415	121.43	121.43	1	32.879	238.278	27.867	0.008	239.917	0	0	0	0	0
7772	7/9/2021	5:15:00	33.75	121.63	121.64	121.64	1	33.625	242.925	31.703	0.077	245.011	0	0	0	0	0
7773	7/9/2021	5:00:00	32.15	121.325	121.345	121.345	0	32.171	233.02	26.159	0.766	234.614	0	0	0	0	0
7774	7/9/2021	4:45:01	31.55	121.755	121.77	121.77	0	31.555	230.131	11.542	7.664	231.103	0	0	0	0	0
7775	7/9/2021	4:30:01	28	122.415	122.425	122.425	0	28.338	207.732	0.03	15.92	208.398	0	0	0	0	0
7776	7/9/2021	4:15:00	30.65	122.475	122.49	122.49	1	30.116	220.873	0.016	15.143	221.41	0	0	0	0	0
7777	7/9/2021	4:00:00	32.1	122.355	122.37	122.37	1	29.75	217.824	0.046	13.408	218.274	0	0	0	0	0
7778	7/9/2021	3:45:00	30.4	122.385	122.395	122.395	1	29.6	216.604	0.137	17.934	217.418	0	0	0	0	0
7779	7/9/2021	3:30:00	27.8	122.725	122.735	122.735	1	30.861	225.904	1.286	13.247	226.47	0	0	0	0	0
7780	7/9/2021	3:15:00	34.95	121.775	121.79	121.79	1	32.54	238.274	3.866	2.466	238.398	0	0	0	0	0
7781	7/9/2021	3:00:00	34.1	121.825	121.835	121.835	1	33.139	242.178	2.109	1.72	242.228	0	0	0	0	0
7782	7/9/2021	2:45:00	32.45	122.04	122.05	122.05	1	33.142	242.641	0.959	3.153	242.69	0	0	0	0	0
7783	7/9/2021	2:30:00	30.75	122.855	122.865	122.865	1	34.402	252.623	5.557	0.386	252.725	0	0	0	0	0
7784	7/9/2021	2:15:01	34.1	122.33	122.34	122.34	1	33.558	246.466	0.714	1.976	246.488	0	0	0	0	0
7785	7/9/2021	2:00:00	31.95	122.09	122.105	122.105	1	33.922	248.28	2.285	1.279	248.321	0	0	0	0	0
7786	7/9/2021	1:45:00	35.85	121.945	121.955	121.955	1	36.465	266.564	6.696	0.057	266.667	0	0	0	0	0
7787	7/9/2021	1:30:00	36.3	122.05	122.065	122.065	1	35.876	263.216	2.092	0.57	263.237	0	0	0	0	0
7788	7/9/2021	1:15:01	35.2	121.9	121.91	121.91	1	35.423	259.322	4.126	0.223	259.371	0	0	0	0	0
7789	7/9/2021	1:00:00	31.85	122.495	122.51	122.51	1	34.563	253.297	2.935	1.475	253.346	0	0	0	0	0
7790	7/9/2021	0:45:00	39.65	121.86	121.87	121.87	1	37.582	274.931	5.24	0.009	275.005	0	0	0	0	0
7791	7/9/2021	0:30:01	36.1	121.955	121.96	121.96	1	36.365	265.965	4.432	0.063	266.015	0	0	0	0	0
7792	7/9/2021	0:15:01	34.5	121.6	121.61	121.61	1	36.984	270.374	5.904	0.368	270.489	0	0	0	0	0
7793	7/9/2021	0:00:01	38.4	121.745	121.755	121.755	1	38.816	283.673	11.647	0.001	283.955	0	0	0	0	0

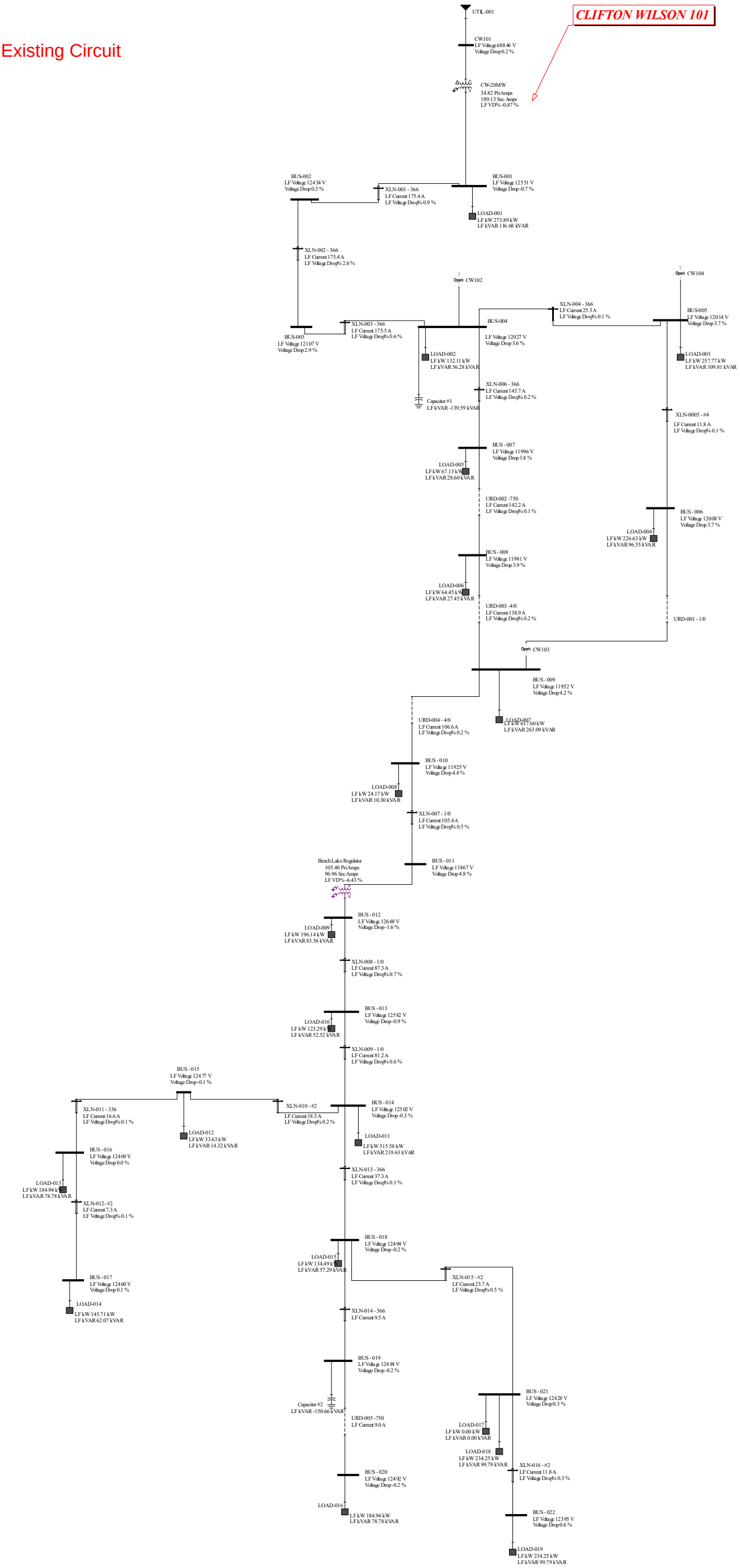
SEL-2431 Date: 09/28/2021 Time: 4:20:37
Bench Lake Voltage Reg B

#	DATE	TIME	IL	VSSEC	VLSEC	VCMPSEC	TAP_POS	ILFDEM	PFDEM	QFODEM	QFIDEM	SFDEM	ILRDEM	PRDEM	QRODEM	QRIDEM	SRDEM
7699	7/9/2021	23:45:01	55.85	122.06	122.095	122.095	4	55.748	405.242	47.46	0	408.022	0	0	0	0	0
7700	7/9/2021	23:30:01	55.05	122.02	122.05	122.05	4	55.09	400.452	45.369	0	403.033	0	0	0	0	0
7701	7/9/2021	23:15:00	54.45	121.555	121.58	121.58	4	55.787	405.676	46.863	0	408.391	0	0	0	0	0
7702	7/9/2021	23:00:00	53.75	122.04	122.07	122.07	5	58.65	426.388	56.833	0	430.181	0	0	0	0	0
7703	7/9/2021	22:45:01	60.35	121.81	121.84	121.84	5	61.305	444.469	59.939	0	448.503	0	0	0	0	0
7704	7/9/2021	22:30:01	58.7	121.97	122	122	5	59.817	435.223	57.585	0	439.038	0	0	0	0	0
7705	7/9/2021	22:15:00	64.6	122.595	122.62	122.62	6	62.973	458.29	63.92	0	462.734	0	0	0	0	0
7706	7/9/2021	22:00:00	66.15	121.845	121.87	121.87	6	66.15	479.921	65.002	0	484.307	0	0	0	0	0
7707	7/9/2021	21:45:00	66.7	121.945	121.97	121.97	6	68.067	493.689	67.105	0	498.236	0	0	0	0	0
7708	7/9/2021	21:30:00	67	122.905	122.935	122.935	7	68.736	500.724	68.741	0	505.435	0	0	0	0	0
7709	7/9/2021	21:15:00	66.55	122.79	122.82	122.82	7	68.2	496.759	62.908	0	500.737	0	0	0	0	0
7710	7/9/2021	21:00:01	72.05	122.27	122.3	122.3	7	68.895	502.268	63.506	0	506.288	0	0	0	0	0
7711	7/9/2021	20:45:01	75.85	121.79	121.815	121.815	7	73.808	534.374	74.552	0	539.559	0	0	0	0	0
7712	7/9/2021	20:30:00	75.8	121.735	121.76	121.76	7	70.437	512.848	67.224	0	517.26	0	0	0	0	0
7713	7/9/2021	20:15:01	72.1	122.51	122.54	122.54	8	74.556	543.386	68.757	0	547.727	0	0	0	0	0
7714	7/9/2021	20:00:01	72.2	122.19	122.22	122.22	8	75.726	550.278	73.792	0	555.214	0	0	0	0	0
7715	7/9/2021	19:45:00	77.2	122.76	122.785	122.785	9	78.217	570.32	79.807	0	575.885	0	0	0	0	0
7716	7/9/2021	19:30:00	75.85	122.85	122.88	122.88	9	80.553	585.712	84.768	0	591.823	0	0	0	0	0
7717	7/9/2021	19:15:00	83.15	122.935	122.96	122.96	9	84.293	612.744	94.711	0	620.026	0	0	0	0	0
7718	7/9/2021	19:00:01	85.9	122.895	122.92	122.92	9	89.502	649.124	101.644	0	657.043	0	0	0	0	0
7719	7/9/2021	18:45:01	91.65	122.405	122.435	122.435	10	94.134	680.091	108.369	0	688.688	0	0	0	0	0
7720	7/9/2021	18:30:00	85.35	122.285	122.315	122.315	9	86.858	630.072	96.388	0	637.411	0	0	0	0	0
7721	7/9/2021	18:15:01	92.55	120.695	120.72	120.72	9	85.584	617.524	89.692	0	624.012	0	0	0	0	0
7722	7/9/2021	18:00:01	86.9	122.195	122.225	122.225	10	87.014	631.101	93.983	0	638.078	0	0	0	0	0
7723	7/9/2021	17:45:01	84.7	122.235	122.265	122.265	11	84.585	615.379	88.698	0	621.749	0	0	0	0	0
7724	7/9/2021	17:30:01	82.95	122.295	122.325	122.325	12	86.55	628.587	93.834	0	635.561	0	0	0	0	0
7725	7/9/2021	17:15:00	86.25	122.3	122.325	122.325	13	87.266	633.485	95.25	0	640.617	0	0	0	0	0
7726	7/9/2021	17:00:01	90.2	121.67	121.705	121.705	13	87.976	637.173	99.303	0	644.87	0	0	0	0	0
7727	7/9/2021	16:45:00	96.35	121.755	121.785	121.785	13	92.128	665.715	100.677	0	673.29	0	0	0	0	0
7728	7/9/2021	16:30:00	96.55	121.335	121.365	121.365	13	92.016	665.912	101.781	0	673.65	0	0	0	0	0
7729	7/9/2021	16:15:00	89.8	122.045	122.07	122.07	13	91.565	660.947	104.05	0	669.095	0	0	0	0	0
7730	7/9/2021	16:00:01	93.1	121.02	121.05	121.05	12	88.092	636.346	96.028	0	643.561	0	0	0	0	0
7731	7/9/2021	15:45:01	88.1	121.37	121.4	121.4	12	86.984	628.195	94.651	0	635.299	0	0	0	0	0
7732	7/9/2021	15:30:01	81.15	121.75	121.785	121.785	12	84.519	609.647	88.868	0	616.094	0	0	0	0	0
7733	7/9/2021	15:15:01	84.7	121.36	121.385	121.385	12	84.892	613.21	91.48	0	620.002	0	0	0	0	0
7734	7/9/2021	15:00:01	87.65	121.525	121.555	121.555	12	82.764	600.983	87.389	0	607.309	0	0	0	0	0
7735	7/9/2021	14:45:01	82.7	121.99	122.02	122.02	12	83.784	606.074	89.031	0	612.585	0	0	0	0	0
7736	7/9/2021	14:30:01	74.35	122.915	122.945	122.945	13	80.007	581.449	84.199	0	587.519	0	0	0	0	0
7737	7/9/2021	14:15:01	85.4	121.505	121.53	121.53	13	82.045	590.713	84.377	0	596.714	0	0	0	0	0
7738	7/9/2021	14:00:00	78.6	121.35	121.38	121.38	12	79.199	570.858	83.531	0	576.943	0	0	0	0	0
7739	7/9/2021	13:45:00	79	121.66	121.685	121.685	12	77.827	561.049	84.113	0	567.332	0	0	0	0	0
7740	7/9/2021	13:30:01	78.5	122.04	122.07	122.07	11	73.194	531.438	71.473	0	536.235	0	0	0	0	0
7741	7/9/2021	13:15:00	73.25	121.68	121.71	121.71	11	74.955	541.659	74.603	0	546.789	0	0	0	0	0
7742	7/9/2021	13:00:00	66.7	122.17	122.195	122.195	10	70.477	513.359	68.706	0	518	0	0	0	0	0
7743	7/9/2021	12:45:00	72.05	122.64	122.67	122.67	11	70.922	515.052	78.789	0	521.257	0	0	0	0	0
7744	7/9/2021	12:30:00	69.85	121.285	121.315	121.315	11	73.857	527.035	111.556	0	538.717	0	0	0	0	0
7745	7/9/2021	12:15:00	76.2	121.64	121.665	121.665	11	74.738	534.383	115.089	0	546.65	0	0	0	0	0
7746	7/9/2021	12:00:00	75.3	121.68	121.71	121.71	11	72.659	519.572	113.991	0	531.966	0	0	0	0	0
7747	7/9/2021	11:45:00	72.8	122.18	122.215	122.215	11	74.639	533.374	119.69	0	546.664	0	0	0	0	0
7748	7/9/2021	11:30:01	72.95	121.375	121.405	121.405	10	71.507	509.55	110.513	0	521.411	0	0	0	0	0
7749	7/9/2021	11:15:00	72.85	121.175	121.2	121.2	9	70.229	499.306	111.79	0	511.674	0	0	0	0	0
7750	7/9/2021	11:00:01	71.1	120.955	120.98	120.98	9	67.803	483.882	107.603	0	495.713	0	0	0	0	0
7751	7/9/2021	10:45:00	66	122.82	122.85	122.85	10	65.939	472.05	102.912	0	483.147	0	0	0	0	0
7752	7/9/2021	10:30:00	63.55	122.055	122.08	122.08	9	64.067	457.074	98.722	0	467.622	0	0	0	0	0
7753	7/9/2021	10:15:00	64.5	121.495	121.52	121.52	9	64.073	457.374	98.911	0	467.962	0	0	0	0	0
7754	7/9/2021	10:00:00	62.7	121.79	121.82	121.82	9	66.583	473.281	108.013	0	485.473	0	0	0	0	0
7755	7/9/2021	9:45:00	62.2	121.56	121.585	121.585	7	59.501	426.154	89.192	0	435.4	0	0	0	0	0
7756	7/9/2021	9:30:01	64	121.575	121.6	121.6	7	60.778	435.605	93.31	0	445.502	0	0	0	0	0
7757	7/9/2021	9:15:01	54.4	122.475	122.5	122.5	7	53.698	387	76.402	0	394.48	0	0	0	0	0
7758	7/9/2021	9:00:01	55.7	121.485	121.515	121.515	8	55.189	395.926	76.206	0	403.211	0	0	0	0	0
7759	7/9/2021	8:45:00	60.75	121.61	121.64	121.64	8	56.738	406.226	82.782	0	414.585	0	0	0	0	0
7760	7/9/2021	8:30:00	52.7	121.825	121.855	121.855	8	53.606	384.545	74.776	0	391.76	0	0	0	0	0
7761	7/9/2021	8:15:00	57.15	121.535	121.565	121.565	7	55.043	394.708	76.124	0	402.003	0	0	0	0	0
7762	7/9/2021	8:00:01	52.75	121.985	122.015	122.015	7	51.193	366.532	71.286	0	373.413	0	0	0	0	0
7763	7/9/2021	7:45:00	50.6	121.37	121.4	121.4	6	50.855	364.755	65.357	0	370.573	0	0	0	0	0
7764	7/9/2021	7:30:00	48.3	121.45	121.48	121.48	6	48.432	348.281	62.981	0	353.942	0	0	0	0	0
7765	7/9/2021	7:15:01	51.2	122.02	122.045	122.045	6	50.333	361.872	70.214	0	368.631	0	0	0	0	0
7766	7/9/2021	7:00:00	52.2	121.665	121.69	121.69	6	49.209	353.398	66.207	0	359.558	0	0	0	0	0
7767	7/9/2021	6:45:01	50.1	121.09	121.115	121.115	5	49.172	353.301	62.892	0	358.871	0	0	0	0	0
7768	7/9/2021	6:30:00	49.05	122.05	122.085	122.085	5	48.475	347.774	63.291	0	353.497	0	0	0	0	0
7769	7/9/2021	6:15:01	46.15	121.37	121.395	121.395	4	46.193	331.132	58.679	0	336.302	0	0	0	0	0
7770	7/9/2021	6:00:01	42.25	121.425	121.45	121.45	3	42.592	305.561	55.678	0	310.607	0	0	0	0	0
7771	7/9/2021	5:45:00	41	121.79	121.82	121.82	3	42.16	303.066	53.808	0	307.822	0	0	0	0	0
7772	7/9/2021	5:30:00	43.65	121.665	121.685	121.685	3	39.816	287.4	48.114	0	291.42	0	0	0	0	0
7773	7/9/2021	5:15:01	39.95	120.985	121.015	121.015	2	38.959	280.603	43.308	0	283.96	0	0	0	0	0
7774	7/9/2021	5:00:01	39.9	121.915	121.94	121.94	2	39.943	288.601	44.602	0.004	292.252	0	0	0	0	0
7775	7/9/2021	4:45:01	43.75	121.405	121.43	121.43	2	37.884	277.225	14.002	0.043	278.11	0	0	0	0	0
7776	7/9/2021	4:30:01	39.35	121.94	121.96	121.96	2	38.555	281.944	14.01	0.009	282.343	0	0	0	0	0
7777	7/9/2021	4:15:00	39.05	121.68	121.705	121.705	2	37.914	276.996	11.498	0.089	277.296	0	0	0	0	0
7778	7/9/2021	4:00:01	33.4	121.98	122.005	122.005	2	35.692	262.278	5.307	0.83	262.399	0	0	0	0	0
7779	7/9/2021	3:45:00	38.6	122.785	122.81	122.81	3	37.727	277.346	10.498	0	277.584	0	0	0	0	0
7780	7/9/2021	3:30:01	37.65	122.27	122.295	122.295	3	39.528	288.736	20.67	0	289.589	0	0	0	0	0
7781	7/9/2021	3:15:01	44.95	121.435	121.46	121.46	3	43.215	314.105	31.974	0	315.745	0	0	0	0	0
7782	7/9/2021	3:00:00	42.5	122.075	122.1	122.1	3	43.658	317.46	31.099	0	319.003	0	0	0	0	0
7783	7/9/2021	2:45:01	40.55	121.53	121.56	121.56	3	41.562	301.924	25.487	0	303.019	0	0	0	0	0
7784	7/9/2021	2:30:00	43.5	121.94	121.97	121.97	2	43.255	315.095	25.704	0	316.157	0	0	0	0	0
7785	7/9/2021	2:15:01	45.4	121.475	121.5	121.5	2	45.045	327.316	27.509	0	328.481	0	0	0	0	0
7786	7/9/2021	2:00:00	44	121.445	121.47	121.47	2	42.966	312.222	27.005	0	313.397	0	0	0	0	0
7787	7/9/2021	1:45:00	42.65	121.74	121.76	121.76	2	43.408	315.521	25.885	0	316.593	0	0	0	0	0
7788	7/9/2021	1:30:00	42.45	121.655	121.675	121.675	2	43.365	315.956	25.481	0	316.995	0	0	0	0	0
7789	7/9/2021	1:15:01	42.45	121.58	121.6	121.6	2	43.966	319.954	25.528	0	320.978	0	0	0	0	0
7790	7/9/2021	1:00:00	46.2	121.835	121.86	121.86	2	45.205	330.213	27.144	0	331.341	0	0	0	0	0
7791	7/9/2021	0:45:00	47.2	122.415	122.45	122.45	2	46.645	341.445	32.046	0	342.959	0	0	0	0	0
7792	7/9/2021	0:30:00	47.55	122.675	122.705	122.705	3	48.308	353.371	34.346	0	355.047	0	0	0	0	0
7793	7/9/2021	0:15:00	45.25	122.32	122.345	122.345	3	45.901	334.968	31.662	0	336.482	0	0	0	0	0
7794	7/9/2021	0:00:00	53.15	121.935	121.965	121.965	3	48.22	352.536	35.715	0	354.354	0	0	0	0	0

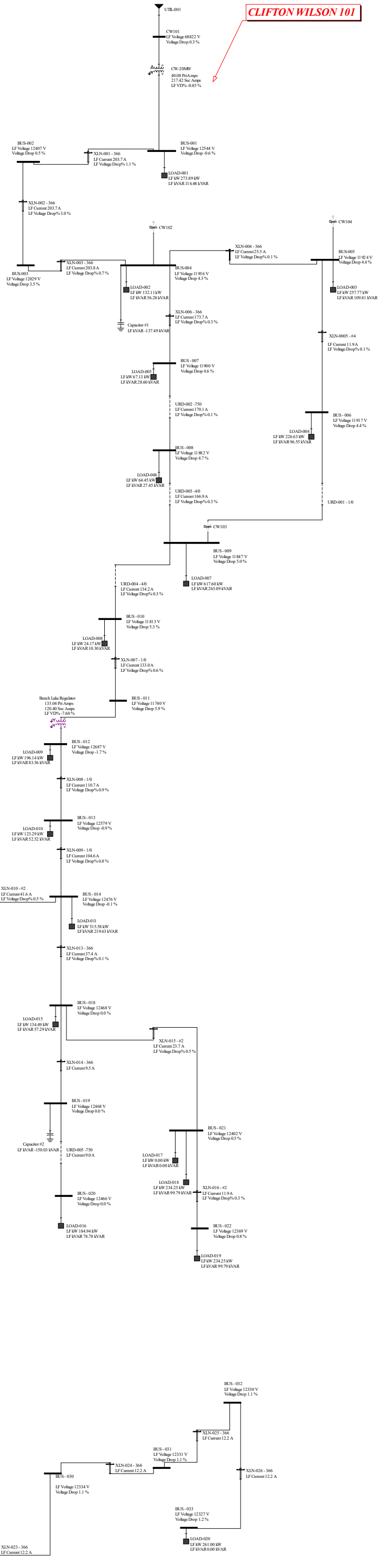
SEL-2431 Date:09/29/21 Time: 4:24:05
Bench Lake Volta ge Reg C

#	DATE	TIME	IL	VSSEC	VLSEC	VCMPSEC	TAP_POS	ILFDEM	PFDEM	QFODEM	QFIDEM	SFDEM	ILRDEM	PRDEM	QRODEM	QRIDEM	SRDEM
7699	7/9/2021	23:45:01	46.3	121.925	121.94	121.94	1	46.966	343.645	22.703	0	344.434	0	0	0	0	0
7700	7/9/2021	23:30:01	49.65	122.14	122.155	122.155	2	49.6	363.32	28.687	0	364.467	0	0	0	0	0
7701	7/9/2021	23:15:00	48.3	122.65	122.665	122.665	3	50.736	372.199	29.122	0	373.357	0	0	0	0	0
7702	7/9/2021	23:00:00	52.1	121.79	121.8	121.8	3	52.2	381.13	33.174	0	382.608	0	0	0	0	0
7703	7/9/2021	22:45:00	55.05	121.54	121.555	121.555	3	53.684	390.458	35.946	0	392.163	0	0	0	0	0
7704	7/9/2021	22:30:01	57	122.32	122.335	122.335	3	55.312	404.269	41.787	0	406.445	0	0	0	0	0
7705	7/9/2021	22:15:00	52.7	122.455	122.47	122.47	3	54.793	401.136	36.645	0	402.819	0	0	0	0	0
7706	7/9/2021	22:00:00	58.1	122.46	122.475	122.475	4	58.731	427.968	40.525	0	429.898	0	0	0	0	0
7707	7/9/2021	21:45:01	57.85	121.225	121.24	121.24	3	57.867	421.261	38.885	0	423.089	0	0	0	0	0
7708	7/9/2021	21:30:01	57.15	122.74	122.755	122.755	4	62.018	452.489	50.747	0	455.35	0	0	0	0	0
7709	7/9/2021	21:15:01	63.3	121.505	121.515	121.515	4	63.214	458.313	47.975	0	460.827	0	0	0	0	0
7710	7/9/2021	21:00:00	64	122.635	122.65	122.65	5	62.144	452.185	47.72	0	454.736	0	0	0	0	0
7711	7/9/2021	20:45:00	61.85	122.695	122.71	122.71	4	65.029	475.374	51.487	0	478.221	0	0	0	0	0
7712	7/9/2021	20:30:00	66.5	122.46	122.48	122.48	5	66.95	487.984	55.798	0	491.172	0	0	0	0	0
7713	7/9/2021	20:15:00	72.05	121.415	121.425	121.425	5	70.734	512.856	62.062	0	516.607	0	0	0	0	0
7714	7/9/2021	20:00:00	67.75	121.95	121.965	121.965	5	70.474	510.632	59.952	0	514.161	0	0	0	0	0
7715	7/9/2021	19:45:01	74.4	121.12	121.14	121.14	5	75.821	548.217	70.238	0	552.713	0	0	0	0	0
7716	7/9/2021	19:30:00	75.35	121.78	121.795	121.795	5	75.556	547.509	65.801	0	551.463	0	0	0	0	0
7717	7/9/2021	19:15:00	80.1	121.555	121.57	121.57	5	78.497	567.764	74.301	0	572.636	0	0	0	0	0
7718	7/9/2021	19:00:01	76.5	121.965	121.98	121.98	5	83.019	599.817	84.329	0	605.73	0	0	0	0	0
7719	7/9/2021	18:45:01	72.5	122.76	122.78	122.78	6	78.991	575.32	80.673	0	580.96	0	0	0	0	0
7720	7/9/2021	18:30:00	84.2	122.25	122.265	122.265	7	81.674	594.463	84.757	0	600.48	0	0	0	0	0
7721	7/9/2021	18:15:00	85.8	122.685	122.7	122.7	8	85.363	620.785	91.636	0	627.521	0	0	0	0	0
7722	7/9/2021	18:00:01	82.35	122.59	122.605	122.605	8	81.27	590.905	85.345	0	597.052	0	0	0	0	0
7723	7/9/2021	17:45:01	85.45	121.6	121.615	121.615	8	80.747	584.664	81.752	0	590.362	0	0	0	0	0
7724	7/9/2021	17:30:00	78.2	121.935	121.945	121.945	8	77.025	559.908	74.335	0	564.832	0	0	0	0	0
7725	7/9/2021	17:15:01	80.75	122.01	122.025	122.025	9	76.755	557.735	75.868	0	562.879	0	0	0	0	0
7726	7/9/2021	17:00:00	79.4	122.1	122.115	122.115	9	81.662	590.52	81.085	0	596.083	0	0	0	0	0
7727	7/9/2021	16:45:01	75.1	123.24	123.255	123.255	9	82.451	597.924	83.084	0	603.674	0	0	0	0	0
7728	7/9/2021	16:30:01	91.8	121.465	121.48	121.48	9	84.499	611.895	86.681	0	618.017	0	0	0	0	0
7729	7/9/2021	16:15:01	77.85	122.48	122.495	122.495	9	81.186	589.48	89.242	0	596.209	0	0	0	0	0
7730	7/9/2021	16:00:01	80.8	122.28	122.295	122.295	9	79.397	575.17	90.218	0	582.21	0	0	0	0	0
7731	7/9/2021	15:45:01	71.35	122.44	122.45	122.45	9	77.456	560.304	86.887	0	567.014	0	0	0	0	0
7732	7/9/2021	15:30:01	76.5	122.105	122.125	122.125	9	76.822	555.39	84.186	0	561.747	0	0	0	0	0
7733	7/9/2021	15:15:00	82.75	121.105	121.12	121.12	9	79.193	570.805	87.547	0	577.502	0	0	0	0	0
7734	7/9/2021	15:00:01	69.4	122.75	122.76	122.76	9	71.511	517.952	80.071	0	524.113	0	0	0	0	0
7735	7/9/2021	14:45:01	74.75	122.535	122.55	122.55	9	70.866	515.114	78.545	0	521.083	0	0	0	0	0
7736	7/9/2021	14:30:01	75.1	121.67	121.685	121.685	10	73.267	530.386	86.608	0	537.42	0	0	0	0	0
7737	7/9/2021	14:15:01	71.85	122.225	122.235	122.235	10	69.745	505.355	77.239	0	511.233	0	0	0	0	0
7738	7/9/2021	14:00:00	66.35	122.01	122.025	122.025	10	69.357	499.933	77.571	0	505.925	0	0	0	0	0
7739	7/9/2021	13:45:00	68.55	121.6	121.61	121.61	9	65.988	477.117	69.963	0	482.231	0	0	0	0	0
7740	7/9/2021	13:30:00	73.05	121.875	121.885	121.885	9	70.287	508.043	78.801	0	514.145	0	0	0	0	0
7741	7/9/2021	13:15:00	67	121.325	121.34	121.34	9	67.112	484.398	68.539	0	489.238	0	0	0	0	0
7742	7/9/2021	13:00:00	65.1	122.075	122.09	122.09	9	63.55	459.094	68.152	0	464.161	0	0	0	0	0
7743	7/9/2021	12:45:01	65.7	121.435	121.45	121.45	8	65.44	470.716	78.296	0	477.351	0	0	0	0	0
7744	7/9/2021	12:30:00	68.55	121.175	121.19	121.19	8	64.125	456.932	102.735	0	468.352	0	0	0	0	0
7745	7/9/2021	12:15:00	57.6	121.815	121.83	121.83	8	61.197	435.492	99.943	0	446.823	0	0	0	0	0
7746	7/9/2021	12:00:00	60.5	121.96	121.97	121.97	8	64.925	461.123	108.95	0	473.848	0	0	0	0	0
7747	7/9/2021	11:45:01	67.3	121.56	121.575	121.575	8	65.316	463.38	112.15	0	476.8	0	0	0	0	0
7748	7/9/2021	11:30:00	65.3	122.105	122.12	122.12	8	63.028	449.038	100.878	0	460.237	0	0	0	0	0
7749	7/9/2021	11:15:01	63.6	121.55	121.565	121.565	7	65.016	462.576	106.041	0	474.582	0	0	0	0	0
7750	7/9/2021	11:00:01	56.95	121.9	121.915	121.915	7	56.645	402.267	93.804	0	413.076	0	0	0	0	0
7751	7/9/2021	10:45:01	62.75	121.375	121.39	121.39	7	57.507	409.27	96.488	0	420.513	0	0	0	0	0
7752	7/9/2021	10:30:01	61.6	121.375	121.385	121.385	7	58.877	418.984	99.447	0	430.639	0	0	0	0	0
7753	7/9/2021	10:15:00	55.1	122.145	122.16	122.16	7	59.176	421.035	97.508	0	432.205	0	0	0	0	0
7754	7/9/2021	10:00:01	62.25	121.215	121.23	121.23	7	59.729	423.737	97.667	0	434.872	0	0	0	0	0
7755	7/9/2021	9:45:00	60.65	120.86	120.88	120.88	5	55.754	397.147	91.017	0	407.459	0	0	0	0	0
7756	7/9/2021	9:30:00	53.65	122.035	122.05	122.05	5	55.914	398.456	94.752	0	409.585	0	0	0	0	0
7757	7/9/2021	9:15:01	56.2	122.545	122.56	122.56	6	53.982	385.326	89.265	0	395.576	0	0	0	0	0
7758	7/9/2021	9:00:01	53.35	121.715	121.725	121.725	6	52.995	378.248	79.261	0	386.475	0	0	0	0	0
7759	7/9/2021	8:45:00	52.4	121.35	121.365	121.365	5	52.628	374.35	82.847	0	383.421	0	0	0	0	0
7760	7/9/2021	8:30:00	50.45	121.78	121.795	121.795	5	48.695	349.177	75.964	0	357.359	0	0	0	0	0
7761	7/9/2021	8:15:01	48.55	121.46	121.47	121.47	5	48.722	348.405	73.103	0	356.014	0	0	0	0	0
7762	7/9/2021	8:00:01	49.3	121.705	121.72	121.72	5	51.259	364.989	78.517	0	373.373	0	0	0	0	0
7763	7/9/2021	7:45:00	50.1	121.495	121.51	121.51	4	49.959	357.617	71.37	0	364.695	0	0	0	0	0
7764	7/9/2021	7:30:00	48.3	122.55	122.565	122.565	4	48.149	347.036	68.01	0	353.665	0	0	0	0	0
7765	7/9/2021	7:15:00	47.9	121.85	121.86	121.86	4	46.833	335.084	63.935	0	341.147	0	0	0	0	0
7766	7/9/2021	7:00:00	50.45	121.425	121.435	121.435	3	43.814	313.557	56.592	0	318.643	0	0	0	0	0
7767	7/9/2021	6:45:00	41.25	121.635	121.645	121.645	2	41.18	296.185	53.053	0	300.92	0	0	0	0	0
7768	7/9/2021	6:30:00	38.4	122.14	122.155	122.155	2	39.962	288.506	46.65	0	292.286	0	0	0	0	0
7769	7/9/2021	6:15:01	42.1	121.1	121.115	121.115	1	41.073	296.075	45.863	0	299.631	0	0	0	0	0
7770	7/9/2021	6:00:00	44.45	121.505	121.51	121.51	1	39.185	281.707	46.374	0	285.528	0	0	0	0	0
7771	7/9/2021	5:45:01	39.4	121.535	121.55	121.55	0	40.017	288.565	42.423	0.001	291.692	0	0	0	0	0
7772	7/9/2021	5:30:00	39.7	121.575	121.585	121.585	0	37.963	275.024	34.636	0.006	277.217	0	0	0	0	0
7773	7/9/2021	5:15:00	38.6	121.705	121.72	121.72	0	38.465	278.851	33.4	0.061	280.88	0	0	0	0	0
7774	7/9/2021	5:00:01	39.05	121.78	121.79	121.79	0	39.395	285.93	33.027	0.606	288.015	0	0	0	0	0
7775	7/9/2021	4:45:01	38.55	121.81	121.82	121.82	0	35.779	262.292	6.797	6.073	262.903	0	0	0	0	0
7776	7/9/2021	4:30:00	39	122.34	122.355	122.355	0	37.77	278.082	0.568	3.267	278.134	0	0	0	0	0
7777	7/9/2021	4:15:01	36.05	122.865	122.875	122.875	1	34.904	256.836	0.057	10.569	257.084	0	0	0	0	0
7778	7/9/2021	4:00:01	33.4	122.395	122.41	122.41	1	33.393	245.095	0.242	9.613	245.345	0	0	0	0	0
7779	7/9/2021	3:45:01	36.5	122.24	122.25	122.25	1	36.47	267.893	2.1	1.99	267.944	0	0	0	0	0
7780	7/9/2021	3:30:01	35	122.375	122.39	122.39	1	35.777	262.319	5.415	1.427	262.471	0	0	0	0	0
7781	7/9/2021	3:15:01	40.55	122.17	122.18	122.18	1	41.063	300.163	17.38	0.007	300.705	0	0	0	0	0
7782	7/9/2021	3:00:00	37.1	122.455	122.475	122.475	1	37.702	276.71	8.447	0.071	276.883	0	0	0	0	0
7783	7/9/2021	2:45:01	37.8	122.365	122.375	122.375	1	38.65	283.338	4.993	0.037	283.4	0	0	0	0	0
7784	7/9/2021	2:30:01	41.65	122.635	122.655	122.655	1	40.931	300.804	7.791	0.001	300.919	0	0	0	0	0
7785	7/9/2021	2:15:01	38.05	122.4	122.41	122.41	1	39.64	291.272	4.912	0.012	291.351	0	0	0	0	0
7786	7/9/2021	2:00:01	41.6	122.46	122.475	122.475	1	42.756	313.104	16.756	0	313.59	0	0	0	0	0
7787	7/9/2021	1:45:01	45.05	121.72	121.735	121.735	1	41.579	303.548	14.44	0	303.913	0	0	0	0	0
7788	7/9/2021	1:30:01	43.15	121.35	121.36	121.36	1	42.519	309.131	15.735	0	309.573	0	0	0	0	0
7789	7/9/2021	1:15:01	40.75	122.08	122.09	122.09	0	40.694	297.028	9.846	0	297.225	0	0	0	0	0
7790	7/9/2021	1:00:00	42.9	121.355	121.365	121.365	0	41.009	298.579	10.294	0	298.789	0	0	0	0	0
7791	7/9/2021	0:45:00	43.75	121.21	121.225	121.225	0	42.908	312.866	14.717	0	313.232	0	0	0	0	0
7792	7/9/2021	0:30:01	42.05	122.11	122.12	122.12	0	43.097	314.969	16.78	0	315.437	0	0	0	0	0
7793	7/9/2021	0:15:01	41.7	121.475	121.485	121.485	0	42.48	309.936	13.89	0	310.266	0	0	0	0	0
7794	7/9/2021	0:00:00	41.75	122.72	122.73	122.73	1	43.68	320.09	20.491	0	320.77	0	0	0	0	0

Existing Circuit



Existing Circuit with 336 ACSR additions to new proposed expansion and pump load.



Project: CW101

Input Report (English)

Utilities

Contribution From Name	Bus Name	In/Out Service	Nominal Voltage		Contribution Data DutyUnits		X/R	PU (100 MVA Base)	R PU	X PU
UTIL-001	CW101	In	69,000	3P:	900	MVA	9.86	Pos:	0.011	0.111
				SLG:	300	MVA	7.00	Zero:	0.025	0.109

Non-Motor Loads

Name	Phase	In/Out Service	Bus Name	L-L Volts	Rated size	Units	PF	Type
LOAD-001	ABC	In	BUS-001	12,470	297.71	kVA	0.92	Lag
LOAD-006	ABC	In	BUS - 008	12,470	70.05	kVA	0.92	Lag
LOAD-016	ABC	In	BUS - 020	12,470	201.02	kVA	0.92	Lag
LOAD-002	ABC	In	BUS-004	12,470	143.60	kVA	0.92	Lag
LOAD-003	ABC	In	BUS-005	12,470	280.19	kVA	0.92	Lag
LOAD-004	ABC	In	BUS - 006	12,470	246.34	kVA	0.92	Lag
LOAD-005	ABC	In	BUS - 007	12,470	72.97	kVA	0.92	Lag
LOAD-008	ABC	In	BUS - 010	12,470	26.27	kVA	0.92	Lag
LOAD-010	ABC	In	BUS - 013	12,470	134.01	kVA	0.92	Lag
LOAD-009	ABC	In	BUS - 012	12,470	213.20	kVA	0.92	Lag
LOAD-011	ABC	In	BUS - 014	12,470	560.41	kVA	0.92	Lag
LOAD-012	ABC	In	BUS - 015	12,470	36.55	kVA	0.92	Lag
LOAD-013	ABC	In	BUS - 016	12,470	201.02	kVA	0.92	Lag
LOAD-014	ABC	In	BUS - 017	12,470	158.38	kVA	0.92	Lag
LOAD-015	ABC	In	BUS - 018	12,470	146.19	kVA	0.92	Lag
LOAD-007	ABC	In	BUS - 009	12,470	671.30	kVA	0.92	Lag
LOAD-018	ABC	In	BUS - 021	12,470	254.62	kVA	0.92	Lag
LOAD-019	ABC	In	BUS - 022	12,470	254.62	kVA	0.92	Lag

2-Winding Transformers

Name	In/Out	----------Primary & Secondary----------				Nominal	Percent Z in %	
1 / 3Phase		Phases	Bus	Conn.	Volts	FLA	kVA	R	jX

Name 1 / 3Phase	In/Out	Primary & Secondary Phases	Bus	Conn.	Volts	FLA	Nominal kVA		Percent Z in % R	jX
Bench Lake Regulator	In	ABC	BUS - 011	WG	12,470	162	3,500.0	Pos:	0.86	5.30
3Phase			BUS - 012	WG	12,470	162		Zero:	0.86	5.30
CW-20MW	In	ABC	CW101	D	69,000	167	12,000.0	Pos:	0.86	5.30
3Phase			BUS-001	WG	12,470	926		Zero:	0.80	5.00

Transmission Lines

Name LibModel	In/Out Service	From Bus To Bus	Miles Phases	Num Circuits	Per Unit (100 MVA Base) G/2 pu	B/2 pu		Per Unit (100 MVA Base) R pu	jX pu
URD-001 - 1/0	In	BUS - 006	0.55	1	0.0000	0.0000	Pos:	0.001	0.001
		BUS - 009	ABC		0.0000	0.0000	Zero:	0.0028	0.0008
URD-002 -750	In	BUS - 007	0.27	1	0.0000	0.0000	Pos:	0.027	0.037
		BUS - 008	ABC		0.0000	0.0000	Zero:	0.0275	0.0371
URD-003 -4/0	In	BUS - 008	0.19	1	0.0000	0.0000	Pos:	0.071	0.031
		BUS - 009	ABC		0.0000	0.0000	Zero:	0.0713	0.0306
URD-004 - 4/0	In	BUS - 009	0.24	1	0.0000	0.0000	Pos:	0.089	0.038
		BUS - 010	ABC		0.0000	0.0000	Zero:	0.0887	0.0380
URD-005 -750	In	BUS - 019	0.59	1	0.0000	0.0001	Pos:	0.060	0.081
		BUS - 020	ABC		0.0000	0.0000	Zero:	0.0600	0.0809
XLN-0005 - #4	In	BUS-005	0.44	1	0.0000	0.0000	Pos:	0.136	0.189
		BUS - 006	ABC		0.0000	0.0000	Zero:	0.1358	0.1889
XLN-001 - 336	In	BUS-001	0.74	1	0.0000	0.0000	Pos:	0.146	0.306
		BUS-002	ABC		0.0000	0.0000	Zero:	0.1457	0.3061
XLN-002 - 336	In	BUS-002	2.11	1	0.0000	0.0000	Pos:	0.416	0.853
		BUS-003	ABC		0.0000	0.0000	Zero:	0.4162	0.8530
XLN-003 - 336	In	BUS-004	0.52	1	0.0000	0.0000	Pos:	0.103	0.216
		BUS-003	ABC		0.0000	0.0000	Zero:	0.1027	0.2158
XLN-004 - 366	In	BUS-005	0.53	1	0.0000	0.0000	Pos:	0.104	0.214
		BUS-004	ABC		0.0000	0.0000	Zero:	0.1044	0.2140
XLN-006 - 336	In	BUS-004	0.23	1	0.0000	0.0000	Pos:	0.046	0.095
		BUS - 007	ABC		0.0000	0.0000	Zero:	0.0462	0.0948
XLN-007 - 1/0	In	BUS - 010	0.27	1	0.0000	0.0000	Pos:	0.170	0.125
		BUS - 011	ABC		0.0000	0.0000	Zero:	0.1703	0.1254

Name LibModel	In/Out Service	From Bus To Bus	Miles Phases	Num Circuits	Per Unit (100 MVA Base) G/2 pu	 B/2 pu		Per Unit (100 MVA Base) R pu	 jX pu
XLN-008 - 1/0	In	BUS - 012	0.50	1	0.0000	0.0000	Pos:	0.311	0.229
		BUS - 013	ABC		0.0000	0.0000	Zero:	0.3106	0.2287
XLN-009 - 1/0	In	BUS - 013	0.50	1	0.0000	0.0000	Pos:	0.311	0.229
		BUS - 014	ABC		0.0000	0.0000	Zero:	0.3106	0.2287
XLN-010 - #2	In	BUS - 015	0.47	1	0.0000	0.0000	Pos:	0.472	0.227
		BUS - 014	ABC		0.0000	0.0000	Zero:	0.4721	0.2268
XLN-011 - 336	In	BUS - 015	0.49	1	0.0000	0.0000	Pos:	0.097	0.199
		BUS - 016	ABC		0.0000	0.0000	Zero:	0.0970	0.1987
XLN-012- #2	In	BUS - 016	0.42	1	0.0000	0.0000	Pos:	0.415	0.200
		BUS - 017	ABC		0.0000	0.0000	Zero:	0.4154	0.1996
XLN-013 - 336	In	BUS - 014	0.29	1	0.0000	0.0000	Pos:	0.058	0.118
		BUS - 018	ABC		0.0000	0.0000	Zero:	0.0578	0.1184
XLN-014 - 336	In	BUS - 018	0.48	1	0.0000	0.0000	Pos:	0.094	0.193
		BUS - 019	ABC		0.0000	0.0000	Zero:	0.0942	0.1931
XLN-015 - #2	In	BUS - 021	0.94	1	0.0000	0.0000	Pos:	0.937	0.450
		BUS - 018	ABC		0.0000	0.0000	Zero:	0.9366	0.4499
XLN-016 - #2	In	BUS - 021	0.93	1	0.0000	0.0000	Pos:	0.925	0.444
		BUS - 022	ABC		0.0000	0.0000	Zero:	0.9252	0.4444

Clifton Wilson Circuit 101 Impedance

From	To	LENGTH	Conductor	Z(+) Ohms/Mile		Z(0) Ohms/Mile		Z(+) pu Full Section		Z(0) pu Full Section		B	Bpu Total	1/2 Bpu Total
		Feet	Size	R	X	R	X	R	X	R	X	mmho/Mil		
12.47 kV Lines														
XFMR/Bus 001	**Bus 002**	3,900	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.04854**	**0.10199**	**0.10265**	**0.25102**	6.58600	**0.00002**	**0.00001**
Bus 002	**Bus 003**	11,160	366 OH	0.30620	0.62760	0.64830	1.62210	**0.13872**	**0.28432**	**0.29370**	**0.73485**	6.67600	**0.00007**	**0.00003**
Bus 003	**Bus 004**	2,750	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.03423**	**0.07191**	**0.07238**	**0.17700**	6.58600	**0.00002**	**0.00001**
Bus 004	**Bus 005**	2,800	4/0 OH	0.48480	0.67450	0.95070	1.76950	**0.05510**	**0.07667**	**0.10806**	**0.20113**	6.35600	**0.00002**	**0.00001**
Bus 005	**Bus 006**	2,300	#2 OH	1.55030	0.74470	2.32340	2.35830	**0.14474**	**0.06953**	**0.21693**	**0.22018**	5.73400	**0.00001**	**0.00001**
Bus 006	**Bus 009**	2,900	1/0 UG	1.11400	0.27190	1.94300	0.34320	**0.13114**	**0.03201**	**0.22873**	**0.04040**	102.35000	**0.00026**	**0.00013**
Bus 004	**Bus 007**	1,240	336 OH	0.30620	0.62760	0.64830	1.62210	**0.01541**	**0.03159**	**0.03263**	**0.08165**	6.67600	**0.00001**	**0.00000**
Bus 007	**Bus 008**	1,420	750 UG	0.15890	0.21590	0.05280	0.15310	**0.00916**	**0.01245**	**0.00304**	**0.00883**	200.28000	**0.00025**	**0.00013**
Bus 008	**Bus 009**	1,025	4/0 UG	0.57020	0.24440	1.70000	0.50160	**0.02373**	**0.01017**	**0.07073**	**0.02087**	130.41000	**0.00012**	**0.00006**
Bus 009	**Bus 010**	1,276	4/0 UG	0.57020	0.24440	1.70000	0.50160	**0.02953**	**0.01266**	**0.08806**	**0.02598**	130.41000	**0.00015**	**0.00007**
Bus 010	**Bench Lake Reg**	1,435	1/0 OH	0.97450	0.71750	1.66250	2.06750	**0.05677**	**0.04180**	**0.09684**	**0.12044**	5.96900	**0.00001**	**0.00000**
Bench Lake Reg	**Bus 013**	2,618	1/0 OH	0.97450	0.71750	1.66250	2.06750	**0.10356**	**0.07625**	**0.17668**	**0.21972**	5.96900	**0.00001**	**0.00001**
Bus 013	**Bus 014**	2,618	1/0 OH	0.97450	0.71750	1.66250	2.06750	**0.10356**	**0.07625**	**0.17668**	**0.21972**	5.96900	**0.00001**	**0.00001**
Bus 014	**Bus 015**	2,500	1/0 OH	0.97450	0.71750	1.66250	2.06750	**0.09890**	**0.07281**	**0.16872**	**0.20982**	5.96900	**0.00001**	**0.00001**
Bus 015	**Bus 016**	2,600	336 OH	0.30620	0.62760	0.64830	1.62210	**0.03232**	**0.06624**	**0.06842**	**0.17120**	6.67600	**0.00002**	**0.00001**
Bus 016	**Bus 017**	2,200	#2 OH	1.55030	0.74470	2.32340	2.35830	**0.13845**	**0.06651**	**0.20749**	**0.21061**	5.73400	**0.00001**	**0.00001**
Bus 014	**Bus 018**	1,549	336 OH	0.30620	0.62760	0.64830	1.62210	**0.01925**	**0.03946**	**0.04076**	**0.10200**	6.67600	**0.00001**	**0.00000**
Bus 018	**Bus 019**	2,526	336 OH	0.30620	0.62760	0.64830	1.62210	**0.03140**	**0.06435**	**0.06648**	**0.16633**	6.67600	**0.00001**	**0.00001**
Bus 019	**Bus 020**	3,100	750 UG	0.15890	0.21590	0.05280	0.15310	**0.02000**	**0.02717**	**0.00664**	**0.01927**	200.28000	**0.00055**	**0.00027**
Bus 018	**Bus 021**	4,960	#2 OH	1.55030	0.74470	2.32340	2.35830	**0.31214**	**0.14994**	**0.46780**	**0.47483**	5.73400	**0.00003**	**0.00001**
Bus 021	**Bus 022**	4,900	#2 OH	1.55030	0.74470	2.32340	2.35830	**0.30837**	**0.14813**	**0.46215**	**0.46909**	5.73400	**0.00002**	**0.00001**
New Flat Build														
Bus 017	**Bus 023**	1,750	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.02178**	**0.04576**	**0.04606**	**0.11264**	6.58600	**0.00001**	**0.00001**
Bus 023	**Bus 024**	2,600	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.03236**	**0.06799**	**0.06843**	**0.16735**	6.58600	**0.00002**	**0.00001**
Bus 024	**Bus 025**	9,230	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.11488**	**0.24137**	**0.24294**	**0.59409**	6.58600	**0.00005**	**0.00003**
Bus 025	**Bus 026**	2,100	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.02614**	**0.05492**	**0.05527**	**0.13517**	6.58600	**0.00001**	**0.00001**
Bus 026	**Bus 027**	850	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.01058**	**0.02223**	**0.02237**	**0.05471**	6.58600	**0.00000**	**0.00000**
Bus 027	**Bus 028**	1,580	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.01966**	**0.04132**	**0.04159**	**0.10170**	6.58600	**0.00001**	**0.00000**
Bus 028	**Bus 029**	3,060	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.03808**	**0.08002**	**0.08054**	**0.19696**	6.58600	**0.00002**	**0.00001**
Bus 029	**Bus 030**	2,700	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.03360**	**0.07061**	**0.07107**	**0.17379**	6.58600	**0.00002**	**0.00001**
Bus 030	**Bus 031**	750	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.00933**	**0.01961**	**0.01974**	**0.04827**	6.58600	**0.00000**	**0.00000**
Bus 031	**Bus 030**	2,580	336 OH Flat	0.30660	0.64420	0.64840	1.58560	**0.03211**	**0.06747**	**0.06791**	**0.16606**	6.58600	**0.00002**	**0.00001**

	Hurricane Distribution C101 – 12.47kV Overhead Impedances – FLAT Construction						
Conductor size	Ampacity (Amps)	Z(+) Ohms/mile		Z(0) Ohms/mile		Xc(+) Mohm/mile	B_{pu} mmho/mile
		R	X	R	X		
#2 ACSR	180	1.5510	0.7621	2.3237	2.3221	0.1767	5.658
1/0 ACSR	230	0.9752	0.7346	1.6627	2.0312	0.1698	5.889
4/0 ACSR	340	0.4863	0.6913	0.9526	1.7335	0.1595	6.270
336 ACSR	530	0.3066	0.6442	0.6484	1.5856	0.1518	6.586

	Hurricane Distribution C101 – 12.47kV Overhead Impedances – Pole Top w/lower Cross Arm Construction						
Conductor size	Ampacity (Amps)	Z(+) Ohms/**Mile**		Z(0) Ohms/**Mile**		Xc (+) Mohm/Mile	B_{pu} mmho/**Mile**
		R	X	R	X		
#2 ACSR	180	1.5503	0.7447	2.3234	2.3583	0.1744	5.734
1/0 ACSR	230	0.9745	0.7175	1.6625	2.0675	0.1675	5.969
4/0 ACSR	340	0.4848	0.6745	0.9507	1.7695	0.1573	6.356
336 ACSR	530	0.3062	0.6276	0.6483	1.6221	0.1498	6.676

	Hurricane Distribution C101 – 12.47kV Underground Impedances – Three Conductors in One non- metallic Conduit						
Conductor size	Ampacity (Amps)	Z(+) Ohms/1000’		Z(0) Ohms/1000’		Xc (+) Mohm/mile	B_{pu} mmho/Mile’
		R	X	R	X		
1/0 Al.	175	0.211	.0515	0.3680	0.0650	.009770	102.35
4/0 Al.	231	0.1080	0.0463	0.322	0.095	.007668	130.41
750 Al. MCM	457	0.03010	0.04090	0.0100	0.029	.004993	200.28

	Hurricane Distribution C101 – 12.47kV Underground Impedances – Three Conductors in One non- metallic Conduit						
Conductor size	Ampacity (Amps)	Z(+) Ohms/Mile’		Z(0) Ohms/Mile’		Xc (+) Mohm/mile	B_{pu} mmho/Mile’
		R	X	R	X		
1/0 Al.	175	1.114	0.2719	1.943	0.3432	.009770	102.35
4/0 Al.	231	0.5702	0.2444	1.700	0.5016	.007668	130.41
750 Al. MCM	457	0.1589	0.2159	0.0528	0.1531	.004993	200.28

The Okonite Company,
Ramsey NJ, 07446,
1 (201) 825-0300

Impedance and Technical Data

Cable Catalog ID	Size	Phase Arrangement	(+/-) Sequence Impedance, Multi-Point Grounding [ohms/kft]	(+/-) Sequence Impedance, 1-Point Grounding [ohms/kft]	Zero Sequence Impedance, Ground and Shield Return [ohms/kft]	Zero Sequence Impedance, Shield Return Only [ohms/kft]	Zero Sequence Impedance, Ground Return Only [ohms/kft]
		Triplexed	0.114+j0.044	0.112+j0.044	0.385+j0.145	0.449+j0.025	0.167+j0.759
		Cradled	0.112+j0.041	0.110+j0.046	0.376+j0.142	0.440+j0.024	0.164+j0.738
162-23-3081	**4/0 AWG Al**	1 OD -Horizontal	0.113+j0.053	0.110+j0.048	0.376+j0.143	0.440+j0.024	0.164+j0.734
		7.5 in. -Horizontal	0.125+j0.091	0.110+j0.089	0.363+j0.150	0.440+j0.024	0.164+j0.653
		Rectangular	0.112+j0.049	0.110+j0.046	0.376+j0.142	0.440+j0.024	0.164+j0.739

Additional Information: Capacitance = 80.5 [pF/ft] DC Resistance @ 25C = 0.084 [ohms/kft]

Calculation Parameters: kV=15.00, Insulation=133%, Conductor Temp.=105C, Concentric Wires 11 x 14 AWG, OD=1.300in

The Okonite Company,
Ramsey NJ, 07446,
1 (201) 825-0300

Impedance and Technical Data

Cable Catalog ID	Size	Phase Arrangement	(+/-) Sequence Impedance, Multi-Point Grounding [ohms/kft]	(+/-) Sequence Impedance, 1-Point Grounding [ohms/kft]	Zero Sequence Impedance, Ground and Shield Return [ohms/kft]	Zero Sequence Impedance, Shield Return Only [ohms/kft]	Zero Sequence Impedance, Ground Return Only [ohms/kft]
		Triplexed	0.036+j0.038	0.032+j0.039	0.127+j0.032	0.130+j0.019	0.087+j0.725
		Cradled	0.038+j0.035	0.032+j0.041	0.124+j0.031	0.127+j0.018	0.085+j0.704
162-23-3096	**750 kcmil Al**	1 OD -Horizontal	0.041+j0.045	0.032+j0.043	0.124+j0.031	0.127+j0.018	0.085+j0.700
		7.5 in. -Horizontal	0.059+j0.061	0.032+j0.074	0.124+j0.032	0.127+j0.018	0.085+j0.638
		Rectangular	0.038+j0.042	0.032+j0.041	0.124+j0.031	0.127+j0.018	0.085+j0.705

Additional Information: Capacitance = 136 [pF/ft] DC Resistance @ 25C = 0.024 [ohms/kft]

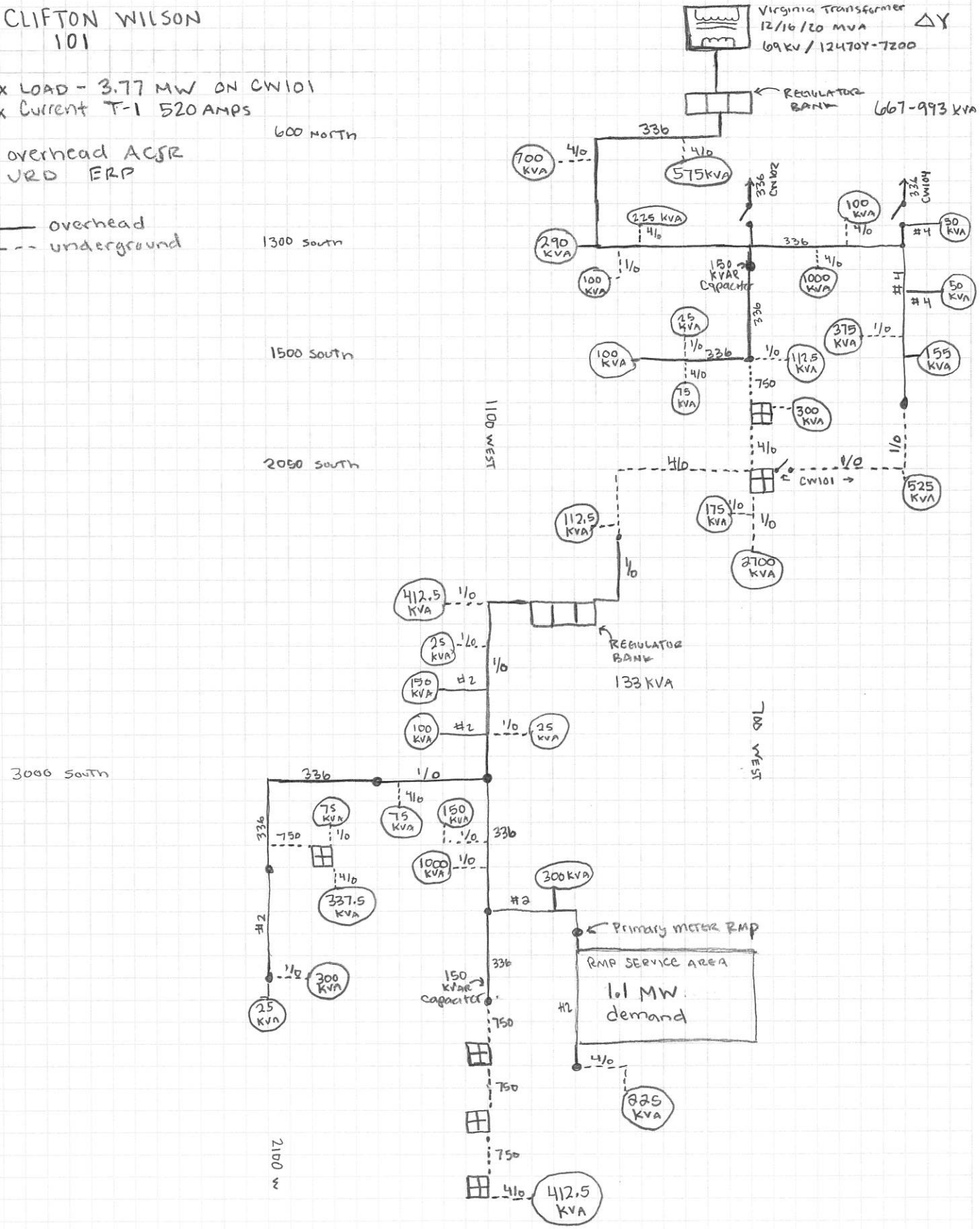
Calculation Parameters: kV=15.00, Insulation=133%, Conductor Temp.=105C, Concentric Wires 15 x 10 AWG, OD=1.950in

CLIFTON WILSON
101

MAX LOAD - 3.77 MW ON CW101
MAX Current T-1 520 AMPS

All overhead ACSR
All URD ERP

——— overhead
- - - - - underground



October 7, 2021

Addendum to Hurricane Circuit CW101 Analysis Report

In the "Hurricane Circuit CW101 Analysis Report" it was stated:

Load Flow Analysis

Circuit CW-101 was studied using real time regulator load data and through computer modeling using SKM software. Study shows that the existing circuit does not have overloading conditions but is voltage limited. It was determined that:

1. *Areas of the existing circuit does experience voltage drop below Level of Service criteria under peak loading.*
2. *Addition of load without improvements is not recommended as voltage will be further reduced and existing customers will experience substandard voltage levels.*

Potential short term solutions for some load addition would be:

1. *Optimize voltage regulator bank position.*
2. *Add another in line regulator bank.*
3. *Add capacitor banks to maintain a high power factor during peak loading.*
4. *If possible, move existing load to another circuit to allow new load.*

Additional work is needed to determine potential loading with equipment addition and or load transfer; noting the limitations of the existing Bench Lake regulators (1.9 MVA margin) and line conductors.

Subsequent to report issuance, ICPE was requested to study potential short term solutions to maximize load addition to the southern end of the circuit. This addendum provides finding of the additional study.

As a part of the study ICPE was directed to study transferring approximately 1.5 MW from circuit CW101 to other circuits. Transferred load include loads along 600N, loads east of 700 West, and some loads off 2500 South and 700 west.

Studies included:

1. Determining possible load addition at the southern end of the circuit with only the 1.5 MW load transfers.
2. Determining possible load addition with load transfer and relocation of the Bench Lake regulators in the Northward direction.
3. Determine possible load addition with a new regulator bank and with the Bench Lake regulators.
4. Study optimizing regulator bank(s) locations.
5. Studying the effect of capacitor banks added for power factor correction.

For the studies voltage was allowed to drop to 0.97 pu at circuit end points. Studies indicate that maximum power transfer is possible with:

1. The addition of a regulator bank in the vicinity of 1300 South and 950 West (with no load between the substation and regulator bank).
2. Add a second regulator bank southward (approx. ½ mile) of the existing Bench Lake regulator bank. (The existing Bench Lake regulators would need to be removed and with a larger bank installed in the southward location)
3. Install capacitor banks as needed and in optimal locations to main a high power factor on the circuit.
4. Maintain a balanced circuit.

With improvements as indicated loading on circuit CW101 can go to approximately 4.8 MW with approximately 4.2 MW's flowing southward of 2050 south. The 4.2 MW flow represents 2.3 MW over existing loads south of the Bench Lake regulators. Under indicated loading voltage at the unregulated (source side) bus of the 1300 South regulator bank falls to 0.95 pu.

Some incremental load addition (600 kW) may be obtained by reconductoring the 1/0 circuit section between approximately 2100 South and 3000 south and with the regulator bank bench lake regulator bank upsized and located southward 1mile, verses 0.5 mile, from the existing site.

Removal of the existing Bench Lake regulator bank with a new down line replacement bank should be delayed until needed allowing to monitor load growth patterns.

It is noted that actual allowable load addition will be influenced by actual grow patterns.

For review select load flow studies and results are tabulated and results for various configurations.

All cases with approx 1.5MVA moved to other circuits from 2021 Loading

Hurricane City - Clifton Wilson CW101 Circuit Load Flow Results ---

Study No.	Case Description	Power Flow	CW-Regs (600 North)	Bus-004 (1300 South)	Bus-009 (2050 South)	Bench Lake Non Reg Bus-011	Bench Lake Reg Bus-012	Bus-014 (3000 South)	Bus-017 (2100 West)	Bus-018 (1100 West) RMP TAP	Bus-020 (3800 S)	Bus-022 (4370 S) So. end skypark	Bus-033 -- New Development pumps		
1	**2021 loading with loads relocated to other circuits and aprox 500KW added below BL reg's Capacitor Addition: none**	@CW MVA 2.637; MW 2.157; MVAR .788 @ BL REGS MVA 2.277; MW 2.161; MVAR .717.3 CW P.F: .95	Volt: 12,579 Vpu: 1.008	Volt: 12,243 Vpu: 0.982	Volt: 12,186 Vpu: 0.977	Volt: 12,099 Vpu: 0.97	Volt: 12,675 Vpu: 1.016	Volt: 12,499 Vpu: 1.002	Volt: 12,426 Vpu: 0.997	Volt: 12,488 Vpu: 1.001	Volt: 12,486 Vpu: 1.001	Volt: 12,322 Vpu: 0.981	Volt: 12,390 Vpu: 0.994		

All cases with approx 1.5MVA moved to other circuits from 2021 loading

Hurricane City - Clifton Wilson CW101 Circuit Load Flow Results ---- with BL Regulators Removed and NEW Regulator at approx. 1300 So and 950 West

Study No.	Case Description	Power Flow	CW-Regs (600 North	1300 So 950West non Reg bus	1300 So 950 West Reg bus	Bus-004 (1300 South)	Bus-009 (2050 South)	-	Bus-012	Bus-014 (3000 South)	Bus-017 (2100 West)	Bus-018 (1100 West) RMP TAP	Bus-020 (3800 S)	Bus-022 (4370 S) So. end skypark	Bus-033 -- New Development pumps
4	**No BL Regs -- Regs at 1300 So and pump load at end of circuit -- CAP Addition: none**	@CW MVA 2.820; MW 2.674; MVAR .896 CW PF: .95	Volt: 12,570 Vpu: 1.008	Volt: 12,260 Vpu: 0.983	Volt: 12,668 Vpu: 1.016	Volt: 12,617 Vpu: 1.012	Volt: 12,559 Vpu: 1.007		Volt: 12,470 Vpu: 1	Volt: 12,277 Vpu: 0.985	Volt: 12,189 Vpu: 0.977	Volt: 12,265 Vpu: 0.984	Volt: 12,263 Vpu: 0.983	Volt: 12,096 Vpu: 0.97	Volt: 12,153 Vpu: 0.975
4A	**No BL Regs -- Regs at 1300 So and pump load at end of circuit removed. CAP Addition: 450 kvar**	@CW MVA 3.06; MW 3.025; MVAR .460 CW PF: .99	Volt: 12,577 Vpu: 1.009	Volt:12,307 Vpu: 0.987	Volt: 12,651 Vpu: 1.015	Volt: 12,608 Vpu: 1.011	Volt: 12,553 Vpu: 1.006		Volt: 12,464 Vpu: 0.995	Volt: 12,272 Vpu: 0.984	Volt: 12,172 Vpu: 0.976	Volt: 12,263 Vpu: 0.9864	Volt: 12,262 Vpu: 0.983	Volt: 12,097 Vpu: 0.97	Volt: - NA Vpu: - NA

All cases with approx 1.5MVA moved to other circuits from 2021 loading

Hurricane City - Clifton Wilson CW101 Circuit Load Flow Results -- With BL Regulators and NEW Regulators at 1300 south and 950 west

Study No.	Case Description	Power Flow	CW-Regs (600 North)	1300 So 950West non Reg bus	1300 So 950 West Reg bus	Bus-004 (1300 South)	Bus-009 (2050 South)	Bench Lake Non Reg Bus-011	Bench Lake Reg Bus-012	Bus-014 (3000 South)	Bus-017 (2100 West)	Bus-018 (1100 West) RMP TAP	Bus-020 (3800 S)	Bus-022 (4370 S) So. end skypark	Bus-033 -- New Development pumps
7	**BL Regs & Regs at 1300 So and pump load at end of circuit. CAP Addition: 600 kvar**	@CW MVA 4.259; MW 4.05; MVAR 1.319 @ BL REGS MVA 3.676 ; MW 3.545 ; MVAR .973 CW PF: .95	Volt: 12,562 Vpu: 1.007	Volt: 12,100 Vpu: 0.97	Volt: 12,683 Vpu: 1.017	Volt: 12,612 Vpu: 1.014	Volt: 12,525 Vpu: 1.004	Volt: 12,390 Vpu: 0.994	Volt: 12,662 Vpu: 1.015	Volt: 12,378 Vpu: 0.993	Volt: 12,177 Vpu: 0.977	Volt: 12,369 Vpu: 0.992	Volt: 12,367 Vpu: 0.992	Volt: 12,201 Vpu: 0.979	Volt: 12,096 Vpu: 0.97
8	**BL Regs & Regs at 1300 So and pump load at end of circuit Removed. CAP Addition: none**	@CW MVA 4.737; MW 4.165; MVAR 2.255 @ BL REGS MVA 3.963; MW 3.615; MVAR 1.625 CW PF: .95	Volt: 12,589 Vpu: 1.009	Volt: 11,984 Vpu: 0.961	Volt: 12,679 Vpu: 1.016	Volt: 12,585 Vpu: 1.009	Volt: 12,483 Vpu: 1.001	Volt: 12,331 Vpu: 0.989	Volt: 12,668 Vpu: 1.016	Volt: 12,344 Vpu: 0.989	Volt: 12,125 Vpu: 0.972	Volt: 12,331 Vpu: 0.989	Volt: 12,329 Vpu: 0.988	Volt: 12,163 Vpu: 0.975	Volt: - NA Vpu: - NA
11	**BL Regs Relocated 1/2 mile South & Regs at 1300 So and pump load at end of circuit Removed. CAP Addition: 750 kvar**	@CW MVA 5.24 ; MW 4.860 ; MVAR 1.960 @ BL REGS 4.209 ; MW 3.993; MVAR 1.33 CW PF: .93	Volt: 12,563 Vpu: 1.007	Volt: 11,957 Vpu: 0.959	Volt: 12,665 Vpu: 1.016	Volt: 12,574 Vpu: 1.008	Volt: 12,467 Vpu: 0.999	Volt: 12,105 Vpu: 0.986	Volt: 12,631 Vpu: 1.017	Volt: 12,513 Vpu: 1.003	Volt: 12,228 Vpu: 0.981	Volt: 12,505 Vpu: 1.002	Volt: 12,502 Vpu: 1.002	Volt: 12,339 Vpu: 0.989	Volt: - NA Vpu: - NA
12	**BL Regs Relocated 1/2 mile South & Regs at 1300 So and pump load at end of circuit Removed. CAP Addition: 1.05 mvar**	@CW MVA 4.871 ; MW 4.605; MVAR 1.432 @ BL REGS MVA 3.942; MW 3.788; MVAR 1.091 CW PF: .95	Volt: 12,527 Vpu: 1.005	Volt: 12,013 Vpu: 0.963	Volt: 12,617 Vpu: 1.018	Volt: 12,540 Vpu: 1.006	Volt: 12,440 Vpu: 0.9976	Volt: 12,098 Vpu: 0.97	Volt: 12,631 Vpu: 1.013	Volt: 12,470 Vpu: 1	Volt: 12,211 Vpu: 0.979	Volt: 12,462 Vpu: 0.994	Volt: 12,460 Vpu: 0.999	Volt: 12,296 Vpu: 0.986	Volt: - NA Vpu: - NA
10	**BL Regs Relocated 1 mile South & Regs at 1300 So and pump load at end of circuit Removed. CAP Addition: 750 kvar**	@CW MVA 4.017; MW 3.867 ; MVAR 1.088 @ BL REGS MVA 3.066; MW 3.002; MVAR .623 CW PF: .96	Volt: 12,599 Vpu: 1.01	Volt: 12,185 Vpu: 0.977	Volt: 12,653 Vpu: 1.015	Volt: 12,588 Vpu: 1.009	Volt: 12,508 Vpu: 1.003	Volt: 12,097 Vpu: 0.97	Volt: - Vpu: -	Volt: 12,648 Vpu: 1.014	Volt: 12,478 Vpu: 1.006	Volt: 12,640 Vpu: 1.013	Volt: 12,638 Vpu: 1.014	Volt: 12,476 Vpu: 1.005	Volt: - NA Vpu: - NA
13	**BL Regs Relocated 1 mile South; Regs at 1300 So; pump load at end of circuit removed. 1/0 conductor replaced with 336 CAP Addition: 1.65 mvar**	@CW MVA 5.798; MW 5.522 ; MVAR 1.767 @ BL REGS MVA 4.719; MW 4.484; MVAR 1.468 CW PF: .95	Volt: 12,478 Vpu: 1.00	Volt: 11,816 Vpu: 0.947	Volt: 12,603 Vpu: 1.010	Volt: 12,506 Vpu: 1.003	Volt: 12,383 Vpu: 0.993	Volt: 12,091 Vpu: 0.97	Volt: - Vpu: -	Volt: 12,652 Vpu: 1.014	Volt: 12,276 Vpu: 0.984	Volt: 12,643 Vpu: 1.014	Volt: 12,639 Vpu: 1.014	Volt: 12,479 Vpu: 1.00	Volt: - NA Vpu: - NA

528

Capacity Project 1.0

Project	Units
Moccasin Flats	19
Copper Rock	21
Golf View Estates	62
Pebble Beach	21
Rock View Estates	30
North Slope Ph. 1	58
North Slope Ph. 2	48
North Slope Ph. 3&4	87
Cordero Ph. 1	37
Total Units	383

Capacity Project 1.1

Project	Units
Hurr. Fields Ph. 1-3	35
Rock Hollow	53
Cactus Creek Storage	1
Southern Shores	56
Total Units	145

Capacity Project 2.0

Project	Units
Hurr. Fields Ph. 4-8	56
Horseman's Edge	60
Bench Lake TH	200
Hurricane Cliffs	60
Desert Sky	73
Southern Dunes	345
Cordero Ph. 2	40
Cordero Ph. 3	214
Total Units	1048

Capacity Project 2.1

Project	Units
Sky Ranch Ph. 6	28
High Desert Ranch	20
Total Units	48

Capacity Project 2.2

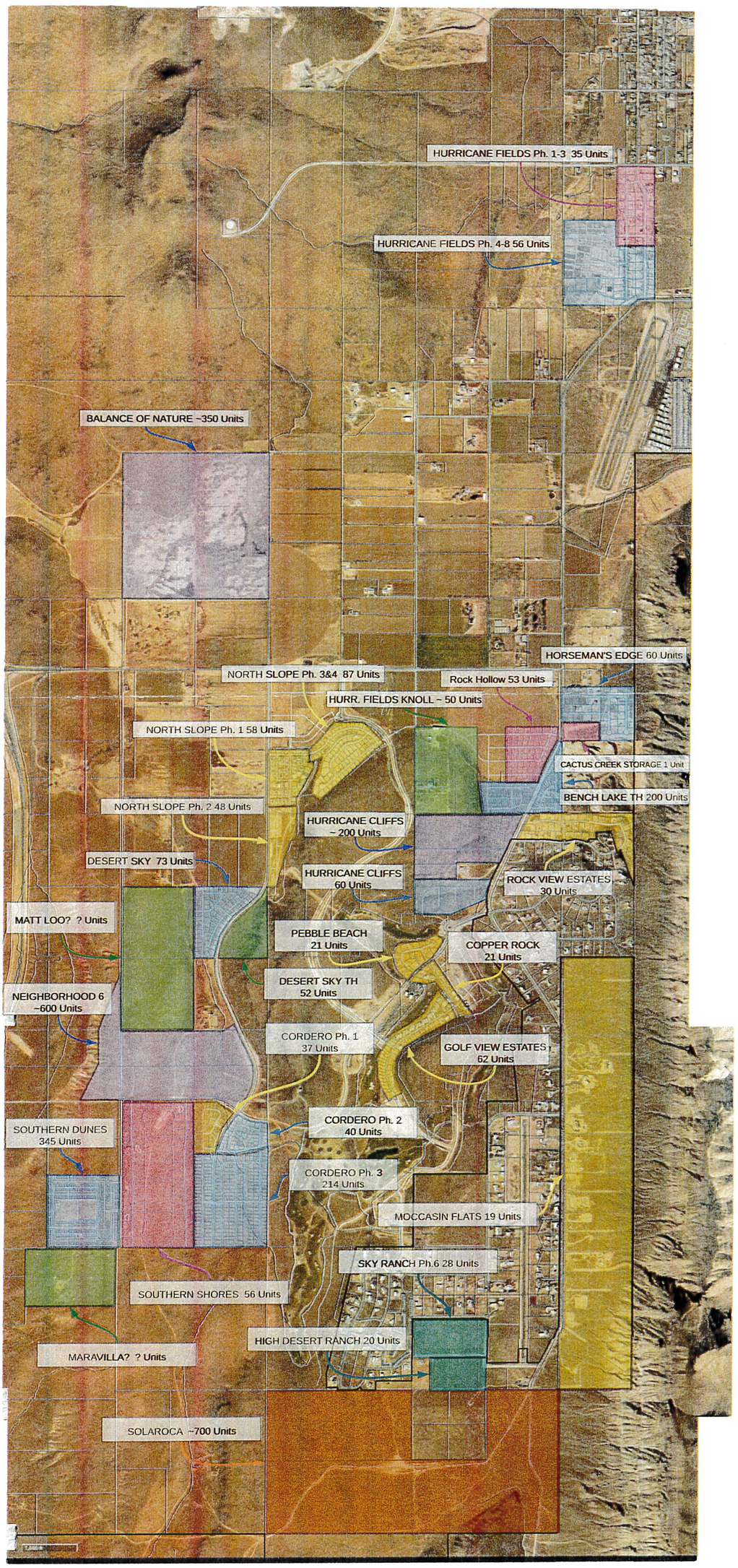
Project	Units
Solaroca	700
Total Units	700

Capacity Project 3.0

Project	Units
Neighborhood 6	600
Balance of Nature	350
Hurricane Cliffs	200
Total Units	1150

Capacity Project 4.0

Project	Units
Hurricane Fields Knoll	50
Desert Sky TH	52
Matt Loo	?
Maravilla	?
Total Units	?



BENCH LAKE TH

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 18 day of Aug, 2023, between Hurricane City, a Utah municipal corporation (the "City") and Diamond's Edge Construction (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3394-J-1, H-3394-H ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 02/02/2023.
c. The preliminary plat identifies 200 units, 200 of which will require a 200 AMP service and 0 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 162,867.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 200 200 AMP services at the cost of $ 814.33 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this

Agreement. This estimated amount shall be paid to the City and held by the City during construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.
5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.
6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such

right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

Nanette Billings

By: Nanette Billings
Its: Mayor of Hurricane City

[Diamond's Edge Construction]

Scott Statton

By: SCOTT STATTON
Its: Managing Member

HURRICANE CLIFFS

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 23 day of August, 2023, between Hurricane City, a Utah municipal corporation (the "City") and DAF Development, LLC (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3394-A-2-A ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 02/01/2021.
c. The preliminary plat identifies 30 lots, 0 of which will require a 200 AMP service and 30 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 48,860.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 60, 200 AMP services at the cost of $ 814.33 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this Agreement. This estimated amount shall be paid to the City and held by the City during

construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.
5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.
6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

Nanette Billings

By: Nanette Billings
Its: Hurricane City Mayor

[DAF Development, LLC]

8/23/2023

By: Rick Richardson
Its: MANAGER

HORSEMANS EDGE

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 18 day of Aug, 2023, between Hurricane City, a Utah municipal corporation (the "City") and Diamond's Edge Construction (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3396-C, H-3396-D, H-3396-E ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 04/21/2022 .
c. The preliminary plat identifies 40 lots, 20 of which will require a 200 AMP service and 20 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 48,860.00 , which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 60 , 200 AMP services at the cost of $ 814.33 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this Agreement. This estimated amount shall be paid to the City and held by the City during

construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.
5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.
6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

Nanette Billings

By: Nanette Billings
Its: Hurricane City Mayor

[Diamond's Edge Construction]

By: SCOTT STRATTON
Its: Managing Member

HURRICANE FIELDS

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 18 day of Aug, 2023, between Hurricane City, a Utah municipal corporation (the "City") and Falcon Crest (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3-2-10-42112 ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 03/05/2020.
c. The preliminary plat identifies 56 lots, 56 of which will require a 200 AMP service and 0 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $28,247.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 56, 200 AMP services at the cost of $504.41 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this Agreement. This estimated amount shall be paid to the City and held by the City during

construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.
5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.
6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

Nanette Billings

By: Nanette Billings
Its: Mayor of Hurricane City

[Falcon Crest]

Scott Stratton

By: SCOTT STRATTON
Its: Managing Member

DESERT SKY

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 22nd day of AUGUST, 2023, between Hurricane City, a Utah municipal corporation (the "City") and Tytanium Development (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3386-B ("Developer's Property").

b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 02/02/2023.

c. The preliminary plat identifies 73 lots, 73 of which will require a 200 AMP service and 0 of which will require a 400 AMP service (together the "Developer's Load").

d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.

e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").

f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").

g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.

h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.

2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.

3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 109,072.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 73, 200

AMP services at the cost of $ 1,494.14 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this Agreement. This estimated amount shall be paid to the City and held by the City during construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.

5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.

6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.

8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

By: Nanette Billings
Its: Hurricane City Mayor

[Tytanium Development]

By: Tyler Meyers
Its: MANAGER

CORDERD PH.2

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 21 day of September, 2023, between Hurricane City, a Utah municipal corporation (the "City") and River Valley Development, LLC (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3400-V ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 04/21/2022.
c. The preliminary plat identifies 40 lots, 40 of which will require a 200 AMP service and 0 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 37,247.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 40, 200 AMP services at the cost of $ 931.17 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this Agreement. This estimated amount shall be paid to the City and held by the City during

construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.
5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.
6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

Nanette Billings

By: Nanette Billings
Its: Mayor of Nanette Billing

[River Valley Development, LLC]

By: L Boyd Cook
Its: CFO

CORDERS PH. 3

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 21 day of Sept, 2023, between Hurricane City, a Utah municipal corporation (the "City") and River Valley Development, LLC (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3400-W, H-3400-U, H-3400-X, H-3400-S, H-3400-T ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 08/04/2022.
c. The preliminary plat identifies 214 lots, 214 of which will require a 200 AMP service and 0 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 199,270.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 214, 200 AMP services at the cost of $ 931.17 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this

Agreement. This estimated amount shall be paid to the City and held by the City during construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

4. Authority to Sign. The City and Developer each warrant and represent that it is duly authorized to enter into, execute, and carry out this Agreement.
5. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the parties' reasonable control, including, without limitation, the following force majeure events that frustrates the purpose of this Agreement: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor shortages or slowdowns or other industrial disturbances; (i) epidemic, pandemic, or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; (k) shortage of adequate supplies and equipment; (l) shortage of power or transportation facilities; and (m) other similar events beyond the reasonable control of the parties.
6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such

right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
8. Assignment. Developer's rights under this Agreement cannot be assigned or conveyed. The rights granted under this Agreement cannot be transferred and may only be utilized on the Developer's Property. Developer and Developer's successors in interest in Developer's Property shall be jointly bound by the terms of this Agreement and shall be jointly and severally liable for any breach of this Agreement. Developer's obligations under this Agreement shall run with the land.

HURRICANE CITY

Nanette Billings

By: Nanette Billings
Its: Mayor of Hurricane City

[River Valley Development, LLC]

By: L Boyd Cook
Its: CFO

SOUTHERN DUNES

AGREEMENT TO INCREASE POWER CAPACITY

This Agreement to Extend Power Infrastructure ("Agreement") is entered into this 23rd day of August 2023, between Hurricane City, a Utah municipal corporation (the "City") and Kobat Development, LLC and RanLife Homes Cordero, LLC (the "Developer").

Recitals

a. Developer owns property identified by the Washington County Assessor's Office as parcel numbers H-3400-N, H-3400-O ("Developer's Property").
b. A preliminary plat for Developer's Property was approved by the Hurricane City Council on 02/02/2023.
c. The preliminary plat identifies 345 lots, 345 of which will require a 200 AMP service and 0 of which will require a 400 AMP service (together the "Developer's Load").
d. Without improvements and additional construction, the City's power infrastructure lacks capacity to serve the Developer's Load.
e. The City has calculated and determined the estimated proportionate cost to improve and construct the infrastructure to serve the Developer's Load (the "Developer's Proportionate Cost").
f. The Developer's Proportionate Cost shall be a portion of the total cost to the City to improve and construct the power infrastructure to serve a finite number of additional units (the total cost is referred to herein as the "Total Cost").
g. The Developer has opted to pay the Developer's Proportionate Cost to serve the Developer's Load and, for purposes of power availability, allow development of Developer's Property.
h. This Agreement sets forth the terms and conditions of the arrangement between the City and the Developer.

NOW, THEREFORE, the parties agree as follows:

1. Incorporation. The above recitals are incorporated herein by reference.
2. Condition Precedent. Regardless of the Developer's payment of Developer's Proportionate Cost, the City has no obligation to perform under the terms of this Agreement until enforceable contracts are in place and funds are received by the City for the estimated Total Cost.
3. Payment, Additional Payment, Reimbursement, Adequate Power Infrastructure, and Timeline. Developer shall pay to the City $ 321,253.00, which constitutes the estimated Developer's Proportionate Cost, calculated at the equivalent of 345, 200 AMP services at the cost of $ 931.17 per 200 AMPs. The Developer's Proportionate Cost shall be paid to the City within fourteen calendar days from the full execution of the Agreement. Failure to timely pay the Developer's Proportionate Cost shall be breach of this Agreement and shall result in the immediate termination of this Agreement. This estimated amount shall be paid to the City and held by the City during

construction and used to cover the costs of materials, engineering, labor, overhead, and any other costs deemed necessary by the Hurricane City Power Department for the construction of the infrastructure. If the payment of the estimated Developer's Proportionate Cost is insufficient to cover the actual Developer's Proportionate Cost, the Developer shall pay such additional amounts to cover the actual Developer's Proportionate Cost. If the payment of the estimated Developer's Proportionate Cost is in excess of the actual Developer's Proportionate Cost, the City shall reimburse the over payment to the Developer. The execution of this Agreement and the payment of the estimated Developer's Proportionate Cost shall satisfy the requirement for adequate power infrastructure pursuant to Hurricane City Code sections 9-6-3 and 10-37-4 such that the lack of power capacity shall not be a basis for the Hurricane City Power Department to withhold signatures on construction drawings for the development of Developer's Property. Within 24 months of the execution of this Agreement and the payment of the estimated Total Cost, the City shall complete the improvements and construction and provide an accounting to the Developer pursuant to this paragraph.

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6. No Impact Fee Reimbursement. The Developer understands and agrees that all payments made pursuant to this Agreement are to provide power capacity to Developer's Property, and the payment by the Developer has been specifically calculated based on the amount of power being provided to Developer's Property. As such, Developer shall have no right to any credit, waiver, voucher, or reimbursement because of payments made hereunder. Developer expressly waives any claim to such right under the Constitution of the United States, Utah Constitution, Federal and State Statutes, and Hurricane City ordinances.

7. Represented by Counsel. Each party acknowledges that it has had the opportunity to be represented by counsel in connection with this Agreement and the transactions and obligations contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would provide any party with a defense to the enforcement of the terms of this Agreement against such party based upon lack of legal counsel shall have no application and is expressly waived. The parties also agree that this Agreement shall be deemed as jointly drafted by the parties and no presumption against the drafting party shall exist.
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HURRICANE CITY

By: Nanette Billings
Its: Hurricane City Mayor

[Kobat Development, LLC]

By: STEVE BARTON
Its: MANAGER

[RanLife Homes Cordero, LLC]

By:
Its: GARIL SMITH MANAGER

Hurricane City Application

Application Accepted Date: 05/05/2025

Type of Improvement: Subdivision (Preliminary Plat)

Description:

Tenant / Project Name: Sand Hollow Mesa Neighborhood 6

Bldg. Address: 3800 SOUTH 2200 WEST

City: Hurricane City State: UT Zip: 84737

Subdivision: SAND HOLLOW MESA NEIGHBORHOOD 6 Phase:

Block: Lot #: Parcel ID #: H-3399-B-SH1,H-3399-I-SH1,H-3399-A-SH1,H-3399-D-SH1,H-3400-F-SH1,H-3400-G-SH1

Property Owner: Vyonne Mendanhall

Permit Contact: Karl Rasmussen P: (435) 668-8316

Email: karl@pv-eng.com

CONTACT INFORMATION

Engineer of Record: Karl Rasmussen

Email: karl@pv-eng.com P: (435) 668-8307

General Contractor: Toquerville Enterprises

License #: P: (702) 539-9166

City: State: Zip:

Email: kevin@flairind.com

APPLICATION DETAILS

Valuation	$ 0.00

PERMIT FEES

Planning Fee	$ 150.00
Planning Fee	$ 150.00
Sub Total:	**$ 150.00**
Permit Total:	**$ 150.00**
Amount Paid:	**$ 150.00**
Remaining Due:	**$ 0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANPP25-17

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Karl Rasmussen

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 227655291-04/03/25

DRAFT

Sand Hollow Mesa, neighborhood 6 will be built in 16 phases. See below the lots built per each phase.

PHASE TABLE

PHASE NO.	NO. OF. LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 1			TOTAL DEVELOPED AREA 110.0 AC.					
PUBLIC LAND	43.5 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			25.3					
PUBLIC SPACES			16	Recorded area	16.0 AC			
PUBLIC BUILDINGS			2.2					
PRIVATE LAND	66.5 AC.							
COMMERCIAL	BUSINESS/RETAIL		2	0.25	21,780	0.0		
	LODGING	1,500	6			24.0	144 Stes	
	RV		0			18.0	0 Lots	
MIXED USE RESIDNTIAL			6	0.20	52,272	12.0		72
	STACKED	2,000	13			22.0		286
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	18.3			12.0		220
	SMALL LOT	6,000	12.2			6.0		73
	MODERATE LOT	10,000	6			3.6		22
	LARGE LOT	20,000	3			1.8		5
	ESTATE	40,000	0			1.0		0
	ACCESSORY						35 Units	
NEIGHBORHOOD TOTALS					66,647		179 Units	678

NEIGHBORHOOD 1			TOTAL DEVELOPED AREA 110.0 AC.			
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
144			144					**LODGING**
0			0					**RV**
			0				72	**MIXED USE**
			0				286	**STACKED**
			0				220	**ATTACHED/SIDEYARD**
			0				73	**SMALL LOT**
			0				22	**MODERATE LOT**
			0				5	**LARGE LOT**
			0				0	**ESTATE**
35			35					
			179				678	**<=TOTAL**

NO CHANGE on Neighborhood 1

NEIGHBORHOOD 2			TOTAL DEVELOPED AREA 64.0 AC.					
PUBLIC LAND	29.9 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			14.7					
PUBLIC SPACES			14	Recorded area	14.0 AC			
PUBLIC BUILDINGS			1.2					
PRIVATE LAND	34.1 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.0	0.25	10,890	0.0		
	LODGING	1,500	4.5			24.0	108 Stes	
	RV		0.0			18.0	0 Lots	
MIXED USE			2.5	0.20	21,780	12.0		30
RESIDENTIAL	STACKED	2,000	8.0			22.0		176
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	11.6			12.0		139
	SMALL LOT	6,000	4.0			6.0		24
	MODERATE LOT	10,000	2.5			3.6		9
	LARGE LOT	20,000	0.0			1.8		0
	ESTATE	40,000	0.0			1.0		0
	ACCESSORY						25 Units	
NEIGHBORHOOD TOTALS					29,403		133 Units	378

NEIGHBORHOOD 2			TOTAL DEVELOPED AREA 64.0 AC.			
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
108			108				0	**LODGING**
0			0				0	**RV**
			0				30	**MIXED USE**
			0				176	**STACKED**
			0				139	**ATTACHED/SIDEYARD**
			0				24	**SMALL LOT**
			0				9	**MODERATE LOT**
			0				0	**LARGE LOT**
			0				0	**ESTATE**
25			25					
			133				378	**<=TOTAL**

NO CHANGE on Neighborhood 2

NEIGHBORHOOD 3			TOTAL DEVELOPED AREA 62.0 AC.					
PUBLIC LAND	24.8 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			14.3					
PUBLIC SPACES			6.5	Recorded area	6.5 AC			
PUBLIC BUILDINGS			4					
PRIVATE LAND	37.2 AC.							
COMMERCIAL	BUSINESS/RETAIL		4.6	0.25	50,094	0.0		
	LODGING		4.6			24.0	110.4 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			4	0.20	34, 848	12.0		48
RESIDENTIAL	STACKED	2,000	8.4			22.0		185
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	9.1			12.0		109
	SMALL LOT	6,000	4			6.0		24
	MODERATE LOT	10,000	2.5			3.6		9
	LARGE LOT	20,000	0			1.8		0
	ESTATE	40,000	0			1.0		0
	ACCESSORY						28 Units	
NEIGHBORHOOD TOTALS					76,448		138 Units	375

NEIGHBORHOOD 3			TOTAL DEVELOPED AREA 62.0 AC.			
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
110.4			110				0	**LODGING**
0			0				0	**RV**
			0				48	**MIXED USE**
			0				185	**STACKED**
			0				109	**ATTACHED/SIDEYARD**
			0				24	**SMALL LOT**
			0				9	**MODERATE LOT**
			0				0	**LARGE LOT**
			0				0	**ESTATE**
28			28					
			138.4				375	**<=TOTAL**

NO CHANGE on Neighborhood 3

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 4			TOTAL DEVELOPED AREA 91.0 AC.					
PUBLIC LAND	30.1 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			20.9					
PUBLIC SPACES			6.2	Recorded area	6.2 AC			
PUBLIC BUILDINGS	(INCL. SUBSTATION)		3					
PRIVATE LAND	60.9 AC.							
COMMERCIAL	BUSINESS/RETAIL		10.5	0.25	114,345	0.0		
	LODGING		3.2			22.0	70.4 Stes	
	RV		24.5			18.0	441 Lots	
MIXED USE			2.2	0.20	19,166	12.0		26
RESIDENTIAL	STACKED	2,000	7			20.0		140
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	3,500	8			12.0		96
	SMALL LOT	6,000	3.5			6.0		21
	MODERATE LOT	10,000	2			3.6		7
	LARGE LOT	20,000	0			1.8		0
	ESTATE	40,000	0			1.0		0
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS					120, 160		535 Units	290

NEIGHBORHOOD 4			TOTAL DEVELOPED AREA 91.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
70.4			70.4					**LODGING**
441	270		**711**					**RV**
			0	26	27		53	**MIXED USE**
			0	140		-140	0	**STACKED**
			0	96		-96	0	**ATTACHED/SIDEYARD**
			0	21	1		22	**SMALL LOT**
			0	7		-7	0	**MODERATE LOT**
			0	0			0	**LARGE LOT**
			0	0			0	**ESTATE**
24			24					
			805.4				**75**	**<=TOTAL**

NEIGHBORHOOD 5			TOTAL DEVELOPED AREA 92.0 AC.					
PUBLIC LAND	35.7 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			21.2					
PUBLIC SPACES			10.5	Recorded area	10.5 AC			
PUBLIC BUILDINGS			4					
PRIVATE LAND	56.3 AC.							
COMMERCIAL	BUSINESS/RETAIL		8	0.25	87,120	0.0		
	LODGING		3			20.0	60 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			4.5	0.20	39,204	12.0		54
RESIDENTIAL	STACKED	2,000	10			20.0		200
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	12.3			10.0		123
	SMALL LOT	6,000	7.5			6.0		45
	MODERATE LOT	10,000	5			3.6		18
	LARGE LOT	20,000	3			1.8		5
	ESTATE	40,000	3			1.0		3
	ACCESSORY						40 Units	
NEIGHBORHOOD TOTALS					113,692		100 Units	448

NEIGHBORHOOD 5			TOTAL DEVELOPED AREA 92.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
60			60					**LODGING**
0			0					**RV**
			0	54			54	**MIXED USE**
			0	200		-27	173	**STACKED**
			0	123			123	**ATTACHED/SIDEYARD**
			0	45			45	**SMALL LOT**
			0	18			18	**MODERATE LOT**
			0	5			5	**LARGE LOT**
			0	3			3	**ESTATE**
40			40					
			100				**421**	**<=TOTAL**

NEIGHBORHOOD 6			TOTAL DEVELOPED AREA 88.0 AC.					
PUBLIC LAND	31.2 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			20.2					
PUBLIC SPACES			8	Recorded area	8.0 AC			
PUBLIC BUILDINGS			3					
PRIVATE LAND	56.8 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.8	0.20	15,682	0.0		
	LODGING		3			20.0	60 Stes	
	RV		15			18.0	270 Lots	
MIXED USE			3	0.15	19,602	9.0		27
RESIDENTIAL	STACKED	2,500	8			18.0		144
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	10			10.0		100
	SMALL LOT	6,000	7			6.0		42
	MODERATE LOT	10,000	5			3.6		18
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	2			1.0		2
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS					31,755		354 Units	337

NEIGHBORHOOD 6			TOTAL DEVELOPED AREA 88.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
60			60					**LODGING**
270		-270	0					**RV**
			0	27		-27	0	**MIXED USE**
			0	144		-11	133	**STACKED (CONDOS)**
			0	100	78		178	**ATTACHED/SIDEYARD (TOWNHOMES)**
			0	42	57		99	**SMALL LOT (PHASE 7, 8, 9)**
			0	18	150		168	**MODERATE LOT (PHASE 2,3,4,5,&6)**
			0	4		-3	1	**LARGE LOT (LOT 31)**
			0	2		-2	0	**ESTATE**
24			24					
			84				579	**<=TOTAL**
					313	-313		

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 7			TOTAL DEVELOPED AREA 74.0 AC.					
PUBLIC LAND	26.2 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			17					
PUBLIC SPACES			6.2	Recorded area	6.2 AC			
PUBLIC BUILDINGS			3					
PRIVATE LAND	47.8 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.5	0.20	13,068	0.0		
	LODGING		1			20.0	20 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			2.8	0.15	18,295	9.0		25
RESIDENTIAL	STACKED	2,500	9			16.0		144
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	13.7			10.0		137
	SMALL LOT	6,000	11			6.0		66
	MODERATE LOT	10,000	6.8			3.6		24
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	0			1.0		0
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS					28,227		50 Units	400

NEIGHBORHOOD 7			TOTAL DEVELOPED AREA 74.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
20			20				0	**LODGING**
0			0				0	**RV**
			0				25	**MIXED USE**
			0				144	**STACKED**
			0				137	**ATTACHED/SIDEYARD**
			0				66	**SMALL LOT**
			0				24	**MODERATE LOT**
			0				4	**LARGE LOT**
			0				0	**ESTATE**
30			30					
			50				400	**<=TOTAL**

NO CHANGE on Neighborhood 7

NEIGHBORHOOD 8			TOTAL DEVELOPED AREA 62.0 AC.					
PUBLIC LAND	21.8 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			14.3					
PUBLIC SPACES			4.5	Recorded area	4.5 AC			
PUBLIC BUILDINGS			3					
PRIVATE LAND	40.0 AC.							
COMMERCIAL	BUSINESS/RETAIL		1.6	0.20	13,939	0.0		
	LODGING		5.2			22.0	114 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			3	0.15	19,602	9.0		27
RESIDENTIAL	STACKED	2,500	10			18.0		180
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	10.7			10.0		107
	SMALL LOT	6,000	4.5			6.0		27
	MODERATE LOT	10,000	3			3.6		11
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	0			1.0		0
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS					30,187		144 Units	356

NEIGHBORHOOD 8			TOTAL DEVELOPED AREA 62.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
114			114				0	**LODGING**
0			0				0	**RV**
			0				27	**MIXED USE**
			0				180	**STACKED**
			0				107	**ATTACHED/SIDEYARD**
			0				27	**SMALL LOT**
			0				11	**MODERATE LOT**
			0				4	**LARGE LOT**
			0				0	**ESTATE**
30			30					
			144				356	**<=TOTAL**

NO CHANGE on Neighborhood 8

NEIGHBORHOOD 9			TOTAL DEVELOPED AREA 49.0 AC.					
PUBLIC LAND	17.1 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			11.3					
PUBLIC SPACES			3.8	Recorded area	3.8 AC			
PUBLIC BUILDINGS			2					
PRIVATE LAND	31.9 AC							
COMMERCIAL	BUSINESS/RETAIL		1	0.20	8,712	0.0		
	LODGING		0			20.0	0 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			1.8	0.15	11,761	9.0		16
RESIDENTIAL	STACKED	2,500	7			15.0		105
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	10.3			10.0		103
	SMALL LOT	6,000	4.7			6.0		28
	MODERATE LOT	10,000	4.1			3.6		15
	LARGE LOT	20,000	2			1.8		4
	ESTATE	40,000	1			1.0		1
	ACCESSORY						25 Units	
NEIGHBORHOOD TOTALS					18,426		25 Units	272

NEIGHBORHOOD 9			TOTAL DEVELOPED AREA 49.0 AC.				
ORIGINAL UNITS	ADDED UNITS	SUBTRACTED UNITS	UPDATED UNITS	ORIGINAL D.U.	ADDED D.U.	SUBTRACTED D.U.	UPDATED D.U.	UNIT TYPES
0			0				0	**LODGING**
0			0				0	**RV**
			0				16	**MIXED USE**
			0				105	**STACKED**
			0				103	**ATTACHED/SIDEYARD**
			0				28	**SMALL LOT**
			0				15	**MODERATE LOT**
			0				4	**LARGE LOT**
			0				1	**ESTATE**
25			25					
			25				272	**<=TOTAL**

NO CHANGE on Neighborhood 9

SAND HOLLOW MESA LAND USE AND UNIT SUMMARY

PROPOSED CHANGES MAY 5, 2025

NEIGHBORHOOD 10			TOTAL DEVELOPED AREA 28.0 AC.					
PUBLIC LAND	10.4 AC	AREA SF	AREA ACRES	F.A.R	S.F.	DU/AC	UNITS	D.U.
STREETS 23% OF TOTAL AREA			6.4					
PUBLIC SPACES			2.5	Recorded area	2.5 AC			
PUBLIC BUILDINGS			1.5					
PRIVATE LAND	17.8 AC							
COMMERCIAL	BUSINESS/RETAIL		2	0.20	17,424	0.0		
	LODGING		1			20.0	20 Stes	
	RV		0			18.0	0 Lots	
MIXED USE			2	0.15	13,068	9.0		18
RESIDENTIAL	STACKED	2,500	2.7			15.0		41
(AVERAGE DENSITY)	ATTACHED/SIDEYARD	4,000	4.2			9.0		38
	SMALL LOT	6,000	3.3			6.0		20
	MODERATE LOT	10,000	2.6			3.6		9
	LARGE LOT	20,000	0			1.8		0
	ESTATE	40,000	0			1.0		0
	ACCESSORY						16 Units	
NEIGHBORHOOD TOTALS					27,443		36 Units	126
								3660
TOTALS		**DEVELOPED AREA:**	**730 AC**		**542,387 SF**		**1,695 Units**	**3,660 DU**

NEIGHBORHOOD 10			TOTAL DEVELOPED AREA 28.0 AC.				
ORIGINAL UNITS	**ADDED UNITS**	**SUBTRACTED UNITS**	**UPDATED UNITS**	**ORIGINAL D.U.**	**ADDED D.U.**	**SUBTRACTED D.U.**	**UPDATED D.U.**	**UNIT TYPES**
20			2				0	**LODGING**
0			0				0	**RV**
			0				18	**MIXED USE**
			0				41	**STACKED**
			0				38	**ATTACHED/SIDEYARD**
			0				20	**SMALL LOT**
			0				9	**MODERATE LOT**
			0				0	**LARGE LOT**
			0				0	**ESTATE**
16			16					
			36				126	**<=TOTAL**
			1694.8				**3660**	
			1,695 Units				**3,660 DU**	

NO CHANGE on Neighborhood 10

PLANNING & ZONING
HURRICANE CITY
UTAH

Gary Cupp II, Planning Director
Fred Resch, City Planner/Code Enforcement
Brienna Spencer, Planning Technician

June 2, 2025

Via Email
Karl Rasmussen, Engineer of Record
Romney Group / Thane Smith, Property Owner Contact
2265 East Murray Holiday Road
Holiday, Utah 841174
karl@pv-eng.com
thane@theromneygroup.com

RE: Public Facilities Adequacy Update for Sand Hollow Mesa Neighborhood 6

Dear Mr. Rasmussen and Mr. Smith:

Hurricane City recognizes the efforts that you have made, and continue to make, to facilitate the onsite and offsite improvements that are necessary to support the Sand Hollow Mesa Project (the "Project"). As you are aware, the Project is proposed on the southern edge of the City's infrastructure network. The City has been working for several years to provide public facilities to this remote area of town where you have chosen to locate your Project, and the effort has proven to be a significant financial and logistical challenge. These issues were discussed at a meeting regarding a proposed preliminary plat for Neighborhood 6 of the Project that occurred on May 1, 2025, between Project representatives and City staff. This letter is intended to summarize the discussion at that meeting; specifically, this letter lists additional public facility improvements necessary to support Neighborhood 6, provides the status of those public facilities, and is intended to act as a guide to move forward with enabling development of the Project.

1. Power Infrastructure: The Project is in an area that lacks adequate power capacity. To remedy the lack of capacity, a new transmission line needs to be installed from 600 North Street extending south along SR-7, then east along 3000 South, then south along 2400 West to a site of a new substation that will need to be constructed. RG Sand Hollow, LLC has previously agreed to convey land to the City where the substation will be located. For Neighborhood 6 to proceed in the approval process, four items need to occur: (1) the recording of easements for the placement of the new transmission line; (2) the conveyance to the City of the new substation site; (3) construction of, the new transmission line; and (4) construction of the new substation.
    a. Easements: The City Engineer has been working jointly with your engineer, and the City has accepted the majority of the easements across the necessary properties, with the exception of four properties. The City is in productive conversations with two of the remaining property owners on the north end of the line, and we expect that those easements can be acquired without resorting to more aggressive measures. The City has expended significant effort attempting to secure easements along 3000 South on the two other properties, which are controlled by the same owner, including making offers to purchase at fair market value. Those conversations have recently gone stagnant, and City staff intends to approach the City Council regarding the possibility of exercising eminent domain to facilitate your desired development.
    b. Substation site: The area originally proposed for the new substation site is located on a slope, which would require additional area to retain the hillside. The square footage originally required by the City Power Department did not contemplate that a portion would be required for a slope. Coordination with the Power Department on the legal description of the substation needs to occur prior to the execution of a deed of dedication.
    c. Transmission line and substation construction: It is the City's understanding that you are willing to incur the cost to construct the new transmission line and substation. Because these improvements are impact fee eligible, you will

be entitled to reimbursement under Title 9, Chapter 6 of the City Code. The design and construction of these offsite improvements need to be approved and overseen by the Power Department. A reimbursement agreement as described in Title 9, Chapter 6 of the City Code also needs to be drafted and approved by the City Council. To receive preliminary plat approval prior to the construction of these needed offsite improvements, an agreement that addresses the construction of these facilities will have to be reached and entered into with Hurricane City, which agreement may include bonding requirements. The design, approval, agreements, construction, bonding, and acceptance of offsite improvements will require substantial coordination between the applicant and the various City departments. The City does not assess an impact fee for power distribution lines (as opposed to transmission lines), so you will be required, without reimbursement, to construct distribution lines from the substation to where it is needed within Neighborhood 6.

2. Roadway and Emergency Access: Access on 2400 West from Neighborhood 6 to 3000 South is required. Most of the necessary sections of 2400 West have already been acquired by the City, with the exception of one property owner. The City has made several attempts to open a dialogue with that property owner, but has been unsuccessful. City staff intends to approach the City Council regarding the possibility of exercising eminent domain to facilitate your development. A 32' asphalt spine road will be required to provide access to Neighborhood 6. To receive preliminary plat approval prior to the improvement and paving of this offsite improvement, an agreement that addresses these improvements will have to be reached and entered into with Hurricane City, which agreement may include bonding requirements.
3. Water Model and Looping: A current, finished water model needs to be submitted for review and acceptance by the City's water engineer prior to preliminary plat approval. Also, a plan to provide water looping to meet City Standards must be provided. If offsite improvements will be required to meet City Standards for the water system, they will need to be constructed prior to preliminary plat approval, or an agreement that addresses these improvements will have to be reached and entered into with Hurricane City, which agreement may include bonding requirements.
4. Sanitary Sewer Facilities: A new sewer trunkline will need to be constructed up 2400 West and connecting to the new sewer pump station on 2100 West. Coordination with Ash Creek Special Service District will be required for this work.

At this time, City staff is constrained by the City Codes that prohibit development without adequate public facilities. Pursuant to Hurricane City Code (HCC) Section 9-6-3(B), *"A proposed development shall not be approved if demand for a public facility will exceed adopted level of service standards unless public facility improvements, reasonably calculated to raise service levels to adopted level of service standards, will be available to serve the development."* See also HCC Section 10-37-4, which states, *"Land shall be developed only where existing infrastructure is in place or will be timely provided to service proposed development."* Without resolving the issues identified above, City staff cannot make a positive recommendation to the Planning Commission on the proposed Neighborhood 6 preliminary plat.

We hope that this summary helps clarify the current situation related to additional public facilities necessary to support Neighborhood 6. We look forward to continuing to work with you, and we welcome continued communication and coordination as we work to extend additional public facilities to the remote area where you have located your Project.

Sincerely,

Gary Cupp

Gary Cupp
Planning Director
(435) 635-2811 ex. 118
gary@hurricane.utah.gov

SNELL
& WILMER

Wade R. Budge, P.C.
O 801.257.1906 | F 801.257.1800
wbudge@swlaw.com

August 27, 2025

VIA E-MAIL: DAYTON@HURRICANE.UTAH.GOV AND
CERTIFIED MAIL

Dayton Hall
City Attorney
Hurricane City
147 N 870 W
Hurricane, UT 84737

Re: Request for Final Action - Preliminary Plat Application, PP23-26 for Sand Hollow Mesa Neighborhood 6

Dear Dayton,

I write on behalf of two of this firm's client's RG Sand Hollow, LLC, and Western States Ventures, LLC ("WSV"). Specifically, we write to request that the city move forward with WSV's Preliminary Plat Application, PP23-26 for Sand Hollow Mesa Neighborhood 6 ("Pending Application"), which application was first submitted in 2023.

This letter is Applicant's request under Utah Code § 10-9a-509.5(2), for a final action on the Pending Application by the Hurricane City Planning Commission, as the land use authority, within forty-five (45) days from the date of this letter.

We are looking forward to working together towards the city's final action on the Pending Application. Please advise when would be a good time to get together to review any remaining items that are needed in advance of approving of the Pending Application.

Very truly yours,

SNELL & WILMER

Wade R. Budge, P.C.

WRB

cc: client

SNELL
& WILMER

Wade R. Budge
O 801.257.1906 | F 801.257.1800
wbudge@swlaw.com

October 8, 2025

VIA EMAIL: DAYTON@HURRICANE.UTAH.GOV AND GARY@HURRICANE.UTAH.GOV
AND CERTIFIED MAIL

Mark Sampson
Planning Commission Chair
Hurricane Planning Commission
c/o Gary Cupp
147 N 870 W
Hurricane, UT 84737

Dayton Hall
City Attorney
Hurricane City
147 N 870 W
Hurricane, UT 84737

Gary Cupp
Planning Director
Hurricane City
147 N 870 W
Hurricane, UT 84737

Re: Preliminary Plat for Sand Hollow Mesa, Neighborhood 6, (the "Pending Application")

Gentlemen:

We write to clarify a few items. As you are aware, on June 30, 2025, we delivered a notice per Utah Code Section 10-9a-509.5 (1)(c) concerning any application deficiencies with the Pending Application. We received in response another copy of the City letter that was dated June 2, 2025 addressed to Karl Rasmussen, engineer for the project. We didn't receive anything else.

On August 27 we sent a follow up letter requesting action on the Pending Application within 45 days as allowed by Utah Code Section 10-9a-509.5(2). In that letter we asked for final action by the land use authority, and the form made reference to the planning commission. That was incorrect. Per Section 6 of the Development Agreement dated April 29, 2021, the planning commission does **not** have a role relative to subdivision plats such as the Pending Application. The land use authority for a "preliminary plat" is the city council with staff being the land use authority for the final plat. The precise quote is this: "*Preliminary subdivision plats for residential uses shall be reviewed and approved by the city council, with planning staff acting as*

the land use authority for any such final subdivision plat approval, consistent with Applicable Law." As such, we are rescinding the August 27, 2025 notice and providing, by this letter, a replacement notice, under Utah Code Section 10-9a-509.5(2), for the Pending Application to be heard by the City Council no later than 45 days from the date of this renewed letter — meaning no later than November 22, 2025.

Finally, we note that the City raised some new items in the materials submitted to us by the City planning staff on Monday, October 6. It also raised again items raised in June and that we had understood were resolved or would need to be addressed after preliminary plat approval. We will respond, by separate letter from Karl Rasmussen and from me, to those items so we can address any miscommunications on the status of submissions well in advance of the City Council meeting.

We trust that with this clarification that this matter will be removed from the planning commission's October 9 agenda. If that is incorrect, please advise immediately. Also, please let us know the date of the City Council meeting. We look forward to finalizing this Pending Application first with the Council and then the final plat(s) with the staff, per the Development Agreement.

Sincerely,

SNELL & WILMER L.L.P.

Wade R. Budge, P.C.

WRB

Cc: client

HURRICANE CITY
UTAH

Mayor
Nanette Billings

City Manager
Kaden DeMille

City Attorney

Dayton Hall

October 15, 2025

Via Email
Snell & Wilmer
Wade R. Budge
15 West South Temple
Suite 1200
Salt Lake City, UT 84101
wbudge@swlaw.com
jboal@swlaw.com
dmumford@swlaw.com

RE: Preliminary Plat Application; PP25-17

Mr. Budge:

The purpose of this letter is to address the apparent confusion surrounding the above-referenced Application. To assist the applicant in understanding the current deficiencies in the infrastructure needed to service the development proposed in the Application (the "Development"), the Hurricane City Planning Director provided a letter to the applicant dated June 2, 2025, which outlined the deficiencies in detail. In two separate letters dated June 23, 2025 and June 30, 2025, you requested a list of deficiencies pursuant to Utah Code section 10-9a-509.5(1)(c). Because the applicant had been provided a list of infrastructure deficiencies less than a month prior to the request, the same information was forwarded on to the applicant in response to your letters of June 23, 2025 and June 30, 2025.

Next, in a letter dated August 27, 2025, you invoked Utah Code section 10-9a-509.5(2) and requested that the Hurricane City Planning Commission take final action on the Application within forty-five (45) days from the date of your letter. To provide an avenue by which the power capacity deficiency could be resolved, which is a major hurdle to development in the area of the proposed Development, I emailed you a draft reimbursement agreement on September 15, 2025. Such a development agreement would address the power capacity issues that currently prohibit the proposed Development. I have not heard back from you or the applicant regarding the applicant's willingness to participate in the reimbursement agreement to resolve the power capacity deficiency.

In compliance with Section 509.5 and your request, the Application was placed on the October 9, 2025 Planning Commission agenda for a final decision. In preparation for consideration of the Application by the Planning Commission, planning staff provided the Staff Report on the Application to the applicant via email on October 6, 2025. The email from the Planning Staff advised the applicant that the item was on the Planning Commission agenda and stated: "Please plan to attend either virtually or in person." To my knowledge, you were never advised that the Application would not be on the Planning Commission's October 9, 2025 agenda as indicated by the Planning Department in the October 6, 2025 email.

On October 8, 2025, the day before the Planning Commission meeting, you provided a letter stating that, although you had specifically requested "final action on the Pending Application by the Hurricane City Planning Commission," the 2021 development agreement governing the Development requires that the decision be made by the *City Council* under "Applicable Law." You rescinded the request for final action by the Planning Commission and again invoked Section 509.5(2), requiring action by the City Council on or before November 22, 2025. Under the development agreement, the Applicable Law is the law that was in effect on April 29, 2021. In 2021, under the City Code, the City Council was the body that approved or denied preliminary plat applications—after a recommendation from the Planning Commission.

The applicant was represented at the October 9, 2025 Planning Commission meeting. Consistent with your request, the development agreement, and Applicable Law, the Planning Commission was advised that it was not the land use authority that would approve or deny the Application, but that it was only the recommending body to the City Council under Applicable Law. Therefore, the Planning Commission considered and discussed the Application and forwarded a recommendation to the City Council. The recommendation was one of denial for reasons stated on the record. The Planning Commission did not take final action on the Application. Consistent with standard practice, items that receive Planning Commission recommendations are heard by the City Council in the next available meeting, which is scheduled for October 16, 2025. The applicant was advised during the October 9, 2025 Planning Commission meeting that the Application would be considered by the City Council at its regularly scheduled meeting on October 16, 2025, which is still the case.

In a letter dated October 10, 2025, you expressed confusion regarding the Application, but I hope that the information above clears that up. With the letter you also provided a response from the Development's engineer to the City Engineering Department's concerns regarding deficiencies on the proposed plat itself. I have forwarded the responses to the Engineering Department, and the Engineering Department maintains that the comments have been provided as redlines in prior submittals of the proposed plat, but remain unaddressed. Regardless, I have forwarded the materials included with your correspondence on to the Planning and Engineering Departments for further review.

Next, in your October 10, 2025 letter, you claim that the lack of adequate public facilities should not be considered until an application for a final plat is submitted. There is no basis in the law for your position, as explained in the City's June 2, 2025 letter to the applicant. Under the Applicable Law, development proposed by a preliminary plat cannot be approved until the City can find that adequate public facilities are available to serve the development. Your suggestion that the City staff's recommendation for denial is based on distaste or personal animus for the project or its owners is unfounded. The recommendation is based on the unresolved issues articulated in the June 2, 2025 letter to the applicant, and the denial of the Application based on the Applicable Law will not breach the development agreement or otherwise violate the owners' constitutional or other legal rights. City staff do not intend on changing its recommendation.

Finally, regarding the conveyance of the substation property to the City pursuant to the development agreement, I am happy to coordinate the recording of the conveyance if you prefer. Please also remember that one of the remaining hurdles for the extension of power capacity is an easement across Toquerville Enterprises, LLC's land for a transmission power line to reach the substation property. In prior discussions with the applicant, it was understood that the details of that easement dedication would be coordinated with City staff, but to my knowledge those details have not been finalized.

I hope you find this letter helpful. Contrary to your assertions, there have been no "negative activities" by the City in relation to the Application. The City staff are simply applying the Applicable Law to the Development proposed in the Application.

Sincerely,

/s/ Dayton Hall
Hurricane City Attorney

November 22, 2023

Hurricane City
Gary Cupp
127 N. 870 W.
Hurricane, UT 84737

Subject: Sand Hollow Mesa Neighborhood 6

Gary,

There is sewer capacity for this project. The developers understand and agree that they will need to get plan approval for the sewer system.

After approval, they agree to pay all costs associated with construction and impact fees. Please let us know if you have any questions.

Sincerely,

Amber Gillette

Amber Gillette, P.E.
Engineer
Ash Creek Special Service District

1350 South Sandhollow Road, Hurricane, UT 84737
phone: 435.635.2348
email: ashcreek@infowest.com

HURRICANE CITY
UTAH

Water Department
Ken Richins, Superintendent

DATE: 11-22-23

To Whom It May Concern:

Western States Ventures SG LLC and Toquerville Enterprizes LLC (the "Developer") has requested a culinary water will serve letter for the subdivision known as Sand Hollow Mesa Neighborhood 6, located at approximately 3800 S 2300 W 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 388 residential connections within the Project. However, water within the City is a finite resource with limited supply. The ability of the City to supply water to previously approved projects, as well as continue to serve additional water customers, is contingent on water supplies being available from the Washington County Water Conservancy District (the "Conservancy District"). Therefore, the City's statements in this letter regarding the adequacy of water supply is (1) contingent on water being available from the Conservancy District and (2) shall expire one year from the date of this letter, after which a renewed will serve letter will be required for any property or lot that has not obtained a metered connection to the City's culinary water system. Developer is encouraged to obtain a guarantee of water from the Conservancy District.

General Requirements

In addition to the requirements and limitations described above, Developer shall be required to comply with all applicable laws, ordinances, policies, and construction and design standards. These requirements include, but are not limited to, secondary water system requirements and any obligations described in an applicable development agreement.

Sincerely,

Ken Richins
Water Department Superintendent

646 West 600 North • Hurricane, UT • 84737
Phone: (435) 635-9442 • Fax: (435) 635-2616
WEB: www.cityofhurricane.com

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

ADDITIONAL NOTES

STORM WATER CAN BE LOCALLY RETAINED AND CONTROLLED USING RETENTION BASINS. THIS IS THE METHOD TO HANDLE STORM WATER.

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROPERTY IS ZONED AS:
RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE
R1-10: RESIDENTIAL - 1 UNIT PER 10,000 SQ. FT.

THE PARENT PARCELS FOR THIS SUBDIVISION ARE:
H-3399-I-SH1, H-3399-B-SH1, H-3399-A-SH1, H-3399-D-SH1, H-3400-G-SH1, H-3400-F-SH1, H-3399-C-SH1, AND H-3400-B-SH1

OWNERS:

WESTERN STATES VENTURES SG LLC
2265 E MURRAY HOLLADAY RD
SALT LAKE CITY, UT 84117-5397

TOQUERVILLE ENTERPRISES L C
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BASIS OF BEARINGS

BASIS OF BEARINGS IS S88°55'38"E 5277.10 FEET FROM THE WEST QUARTER (1/4) CORNER TO THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

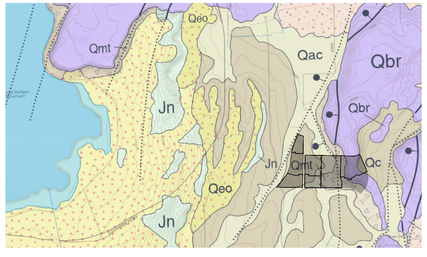
GEOLOGICAL NARRATIVE:

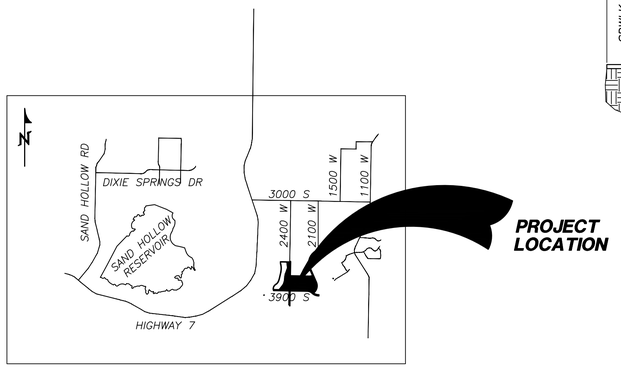
QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QAC: ALLUVIAL AND COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY TO MODERATELY SORTED, GENERALLY POORLY STRATIFIED, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY IN SWALES, SMALL DRAINAGES, AND THE UPPER REACHES OF LARGE STREAMS BY FLUVIAL, SLOPE-WASH, AND CREEP PROCESSES; GRADATIONAL WITH BOTH ALLUVIAL AND COLLUVIAL DEPOSITS; OLDER DEPOSITS (QACO) INCLUDE GYPCRETE (SILT TO SMALL BOULDERS CEMENTED BY GYPSUM) ALONG THE MOENKOPI OUTCROP BELT JUST WEST OF ST. GEORGE THAT IS AS MUCH AS 10 FEET (3 M) THICK; OLDER DEPOSITS FORM INCISED, INACTIVE SURFACES COMMONLY INCISED BY YOUNGER (QAC) DEPOSITS; GENERALLY LESS THAN 30 FEET (9 M) THICK.

QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QBR: REMNANTS LAVA FLOW (LOWER PLEISTOCENE)
DARK-BROWNISH-BLACK TO DARK-GRAY, MEDIUM-GRAINED BASANITE WITH SMALL OLIVINE PHENOCRYSTS; ERUPTED FROM A DEEPLY ERODED VENT ATOP THE HURRICANE CLIFFS AT THE "THREE BROTHERS," ABOUT 5 MILES (8 KM) SOUTH OF HURRICANE; DISPLACED BY THE HURRICANE FAULT ABOUT 1450 FEET (440 M); YIELDED PREFERRED 40AR/39AR PLATEAU AGES OF 1.06 ± 0.03 MA (1.07 ± 0.08 MA ISOCHRON) AND 0.94 ± 0.04 MA (0.94 ± 0.05 MA ISOCHRON) (HAYDEN, 2004A) AND AN ANOMALOUS 40AR/39AR PLATEAU AGE OF 1.47 ± 0.34 MA (1.12 ± 0.50 MA ISOCHRON) (LUND AND OTHERS, 2001, 2007A); TYPICALLY ABOUT 40 FEET (12 M) THICK.





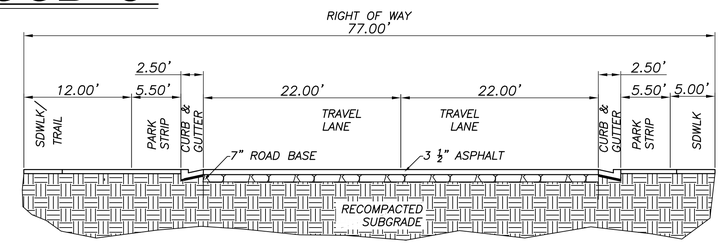
VICINITY MAP
N.T.S.

LEGAL DESCRIPTION PHASES 1-5

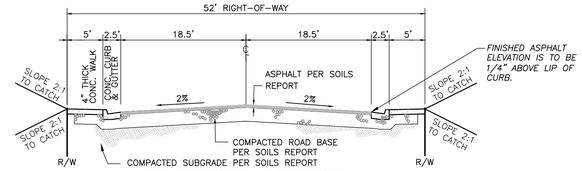
BEGINNING AT THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE N88°55'38"W ALONG THE CENTER QUARTER SECTION LINE, 708.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE WESTERLY ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 384.99 FEET, HAVING A RADIUS OF 807.00 FEET AND A RADIAL BEARING OF S28°24'15"W, THROUGH A CENTRAL ANGLE OF 27°20'02" (LONG CHORD BEARS: N75°15'46"W 381.35 FEET); 2) THENCE N88°55'47"W 243.68 FEET; 3) THENCE N89°40'42"W 1267.02 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.64 FEET, THROUGH A CENTRAL ANGLE OF 90°38'25", (LONG CHORD BEARS: N44°21'29"W 28.44 FEET) TO THE EAST RIGHT-OF-WAY LINE OF 2400 WEST; THENCE N00°57'43"E ALONG SAID LINE, 1224.21 FEET;; THENCE S88°52'39"E 1283.35 FEET; THENCE S88°52'39"E 1319.09 FEET; THENCE S00°39'45"W 1315.41 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 3,281,038 SQUARE FEET OR 75.322 ACRES.

LEGAL DESCRIPTION PHASES 6-8

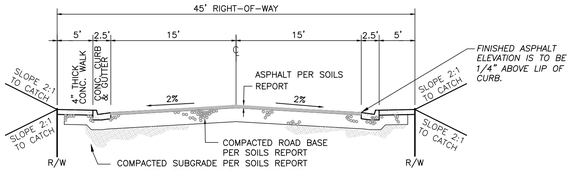
COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S00°55'44"W ALONG THE QUARTER SECTION LINE, 53.81 FEET; THENCE N89°04'16"W 37.82 FEET TO THE POINT OF BEGINNING.
THENCE S01°05'05"W 1264.34 FEET; THENCE S00°57'43"W 1339.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 30.18 FEET, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S87°31'04"W, THROUGH A CENTRAL ANGLE OF 86°26'45" (LONG CHORD BEARS: N45°42'19"W 27.39 FEET); THENCE N88°55'41"W 1108.15 FEET; THENCE N01°04'19"E 77.00 FEET; THENCE N37°19'38"E 865.31 FEET; THENCE N26°46'36"E 109.92 FEET; THENCE N02°53'19"E 392.08 FEET; THENCE N08°00'26"E 304.97 FEET; THENCE N26°17'39"E 345.64 FEET; THENCE N18°33'36"E 377.74 FEET; THENCE N05°19'46"E 157.89 FEET; THENCE N09°58'30"W 202.94 FEET; THENCE S88°48'52"E 271.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 18.83 FEET, THROUGH A CENTRAL ANGLE OF 89°53'57", (LONG CHORD BEARS: S43°51'53"E 16.96 FEET); TO THE POINT OF BEGINNING.
AREA CONTAINS 1478488 SQUARE FEET OR 33.941 ACRES.



77' TYPICAL SECTION
N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	SPECIAL STUDY AREA, UNKNOWN, APPROX/BUR
LIQUEFACTION	H2 – HIGH2–SIMILAR IN TEXTURE TO HIGH CATEGORY, NO GROUND–WATER INFORMATION M2 – SIMILAR IN TEXTURE TO MODERATE CATEGORY, NO GROUND–WATER INFORMATION L2 – LOW2–SIMILAR IN TEXTURAL CHARACTERISTICS TO LOW, NO GROUND–WATER INFORMATION
FLOODING	ZONE X – AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	L – LOW: AREAS WHERE CATEGORY D GEOLOGIC UNITS CROP OUT ON SLOPES GREATER THAN 30 PERCENT (16.7°)
ROCKFALL HAZARD	M–MODERATE ROCK–FALL–HAZARD
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA – CALICHE
COLLAPSIBLE SOIL	CSA – STREAM/TERRACE ALLUVIUM >=3% CSB – STREAM/TERRACE ALLUVIUM, NO DATA CSC–FAN ALLUVIUM, HOLOCENE
EXPANSIVE SOIL	ESL–SOILS WITH LOW SUSCEPTIBILITY FOR EXPANSION ESM–SOILS WITH MODERATE SUSCEPTIBILITY FOR EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES–SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB–BURIED: AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤10 FEET BENEATH SOIL COVER BRH–HARD: AREAS WHERE GENERALLY HARD AND RESISTANT BEDROCK VISIBLE AT GROUND SURFACE
WIND BLOWN SAND	WBSL–LOW: MIXED–UNIT GEOLOGIC DEPOSITS WITH WIND–BLOWN COMPONENT
SHALLOW GROUND WATER	WBSH–HIGH: MODERN SAND–DUNE OR SHEET–SAND DEPOSITS

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	N.T.S.
JOB NO.	378-002
SHEET NO:	1 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	44.10'	430.00'	44.08'	N88°11'04"E	5°52'33"
C2	70.26'	482.00'	70.20'	S70°41'07"W	8°21'09"
C2	140.62'	430.00'	140.00'	N75°52'40"E	18°44'15"
C3	31.55'	20.00'	28.38'	S29°40'05"W	90°23'14"
C4	35.05'	577.00'	35.04'	S21°45'02"E	3°28'49"
C5	68.66'	577.00'	68.62'	S16°36'07"E	6°49'03"
C6	68.66'	577.00'	68.62'	S9°47'04"E	6°49'03"
C7	13.18'	577.00'	13.18'	S5°43'16"E	1°18'32"
C8	55.55'	226.00'	55.41'	S1°58'29"W	14°04'58"
C9	83.01'	226.00'	82.54'	S19°32'18"W	21°02'41"
C10	83.01'	226.00'	82.54'	S40°35'00"W	21°02'41"
C11	78.49'	226.00'	78.10'	S61°03'20"W	19°53'59"
C12	29.79'	226.00'	29.77'	S74°46'55"W	7°33'10"
C13	79.23'	227.93'	78.84'	S88°34'15"W	19°55'03"
C14	82.62'	907.00'	82.59'	N84°11'58"W	5°13'09"
C15	46.51'	907.00'	46.51'	N88°16'41"W	2°56'18"
C16	31.11'	20.00'	28.07'	S45°41'15"W	89°07'49"
C17	42.96'	807.00'	42.95'	S87°24'17"E	3°03'00"
C17	31.72'	20.00'	28.50'	N44°18'45"W	90°52'11"
C18	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C18	73.02'	807.00'	73.00'	S83°17'15"E	5°11'05"
C19	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C19	119.30'	807.00'	119.19'	S76°27'36"E	8°28'12"
C20	43.52'	959.00'	43.51'	S88°26'50"E	2°35'59"
C20	16.64'	807.00'	16.64'	S71°38'03"E	1°10'54"
C21	75.20'	959.00'	75.18'	S84°54'04"E	4°29'34"
C21	66.11'	807.00'	66.09'	S68°41'48"E	4°41'37"
C22	81.89'	225.00'	81.44'	N51°46'40"E	20°51'11"
C22	21.81'	959.00'	21.81'	S82°00'10"E	1°18'12"
C23	34.56'	225.00'	34.53'	N66°36'17"E	8°48'04"
C23	53.57'	174.00'	53.36'	N89°49'45"E	17°38'21"
C24	32.82'	175.00'	32.77'	N65°37'59"E	10°44'41"
C24	30.38'	174.00'	30.34'	N76°00'27"E	10°00'14"
C25	155.04'	175.00'	150.02'	N34°52'48"E	50°45'42"
C25	34.22'	20.00'	30.20'	N21°59'06"E	98°02'27"
C26	10.93'	677.00'	10.93'	N9°02'12"E	0°55'29"
C26	176.05'	174.00'	168.63'	N56°01'13"W	57°58'12"
C27	96.09'	677.00'	96.01'	N4°30'29"E	8°07'57"
C27	94.83'	226.00'	94.14'	S73°52'36"E	24°02'29"
C28	80.55'	677.00'	80.51'	N2°58'01"W	6°49'03"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C28	74.81'	226.00'	74.47'	S52°22'21"E	18°58'01"
C29	80.55'	677.00'	80.51'	N9°47'04"W	6°49'03"
C29	74.43'	226.00'	74.10'	S33°27'13"E	18°52'14"
C30	80.55'	677.00'	80.51'	N16°36'07"W	6°49'03"
C30	29.66'	20.00'	27.02'	S66°30'23"E	84°58'35"
C31	41.12'	677.00'	41.12'	N21°45'02"W	3°28'49"
C31	45.98'	174.00'	45.85'	N63°26'07"E	15°08'25"
C32	125.09'	174.00'	122.41'	N35°16'13"E	41°11'23"
C33	59.95'	174.00'	59.66'	N4°48'16"E	19°44'32"
C34	41.21'	525.00'	41.20'	N7°18'56"W	4°29'52"
C35	2.19'	525.00'	2.19'	N9°41'02"W	0°14'20"
C36	86.51'	525.00'	86.41'	N14°31'26"W	9°26'27"
C37	38.91'	525.00'	38.90'	N21°22'03"W	4°14'47"
C38	31.42'	20.00'	28.28'	N68°29'27"W	90°00'00"
C39	31.42'	20.00'	28.28'	N21°30'33"E	90°00'00"
C40	39.78'	226.00'	39.73'	N18°26'52"W	10°05'09"
C41	28.34'	20.00'	26.03'	N53°59'53"W	81°11'09"
C42	48.06'	482.00'	48.04'	S88°15'57"W	5°42'48"
C43	17.77'	435.00'	17.77'	S22°19'13"E	2°20'28"
C44	14.12'	435.00'	14.12'	S20°13'11"E	1°51'37"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C45	72.02'	435.00'	71.94'	S14°32'47"E	9°29'10"
C46	22.20'	84.00'	22.13'	S63°26'07"W	15°08'25"
C47	47.82'	200.00'	47.70'	N16°38'30"W	13°41'54"
C48	177.18'	551.00'	176.42'	N14°16'44"W	18°25'26"
C49	265.54'	200.00'	246.46'	N32°58'10"E	76°04'20"
C50	96.49'	200.00'	95.56'	N84°49'38"E	27°38'36"
C51	136.72'	933.00'	136.60'	S85°32'57"E	8°23'45"
C52	243.94'	200.00'	229.10'	N53°56'10"W	69°52'59"
C56	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C57	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C61	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C62	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C63	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C64	21.43'	426.00'	21.43'	S89°40'52"W	2°52'58"
C65	75.83'	426.00'	75.73'	S83°08'24"W	10°11'58"
C66	79.16'	426.00'	79.04'	S72°43'02"W	10°38'47"
C67	6.58'	426.00'	6.58'	S66°57'06"W	0°53'05"
C68	82.63'	374.00'	82.46'	N72°50'19"E	12°39'33"
C69	78.03'	374.00'	77.89'	N85°08'43"E	11°57'15"
C70	38.44'	20.00'	32.79'	S33°48'44"E	110°07'49"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C71	59.25'	284.00'	59.15'	S85°08'43"W	11°57'15"
C72	62.75'	284.00'	62.62'	S72°50'19"W	12°39'33"
C73	79.40'	226.00'	79.00'	S11°11'16"W	20°07'49"
C74	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C75	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C76	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C77	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C78	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C79	31.91'	20.00'	28.63'	N43°10'13"W	91°24'53"
C80	56.84'	174.00'	56.58'	N11°53'42"E	18°42'56"
C81	13.56'	226.00'	13.56'	N19°32'00"E	3°26'20"
C82	65.84'	226.00'	65.61'	N9°28'05"E	16°41'29"
C83	70.27'	200.00'	69.91'	N11°11'16"E	20°07'49"
C85	171.83'	400.00'	170.52'	S78°48'57"W	24°36'48"
C85	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C86	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C87	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C88	31.40'	20.00'	28.27'	S43°53'47"E	89°57'44"
C89	31.47'	20.00'	28.32'	S46°02'32"W	90°09'38"
C90	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C91	31.11'	20.00'	28.07'	S45°41'15"W	89°07'49"
C92	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C93	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C94	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C95	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"
C96	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C97	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"
C98	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C99	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C100	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C101	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C102	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C103	22.13'	50.00'	21.95'	S77°34'19"W	25°21'42"
C104	2.36'	65.00'	2.36'	S65°55'51"W	2°04'46"
C105	49.18'	65.00'	48.02'	S88°38'52"W	43°21'15"
C106	53.12'	65.00'	51.65'	N20°43'51"W	46°49'29"
C107	30.54'	65.00'	30.26'	N16°08'36"E	26°55'26"
C108	19.81'	50.00'	19.68'	N18°15'11"E	22°42'17"
C109	5.19'	50.00'	5.19'	N3°55'34"E	5°56'56"
C110	23.56'	15.00'	21.21'	N44°02'54"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C111	47.49'	30.00'	42.68'	S44°23'52"E	90°41'57"
C112	23.33'	15.00'	21.05'	N45°41'15"E	89°07'49"
C113	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C114	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C115	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C116	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C117	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C117	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C118	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C119	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C120	23.33'	15.00'	21.05'	N45°41'15"E	89°07'49"
C121	23.79'	15.00'	21.37'	S44°18'45"E	90°52'11"
C122	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C124	31.72'	20.00'	28.50'	N44°18'45"W	90°52'11"
C124	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C125	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C126	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C127	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C128	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C129	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C130	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C131	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C132	2.61'	50.00'	2.61'	S87°23'05"E	2°59'09"
C133	37.78'	65.00'	37.25'	N89°58'09"E	33°18'11"
C134	23.93'	65.00'	23.79'	N62°46'21"E	21°05'26"
C135	39.97'	65.00'	39.34'	N34°36'42"E	35°13'53"
C136	49.42'	65.00'	48.24'	N4°47'15"W	43°34'00"
C137	26.51'	50.00'	26.20'	N14°14'18"W	30°22'48"
C138	23.56'	15.00'	21.21'	N45°57'06"E	90°00'00"
C139	88.13'	56.00'	79.31'	S46°02'14"W	90°10'15"
C141	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C141	24.19'	174.00'	24.17'	S19°30'29"E	7°57'55"
C142	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C142	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C143	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C144	851.91'	768.95'	809.00'	N9°17'14"E	63°28'38"
C145	851.91'	768.95'	809.00'	N9°17'14"E	63°28'38"
C149	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C154	243.94'	200.00'	229.10'	N53°56'10"W	69°52'59"
C160	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C161	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C162	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C163	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C168	562.06'	762.00'	549.40'	N67°47'50"W	42°15'43"
C169	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:

SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=80'
JOB NO.	378-002

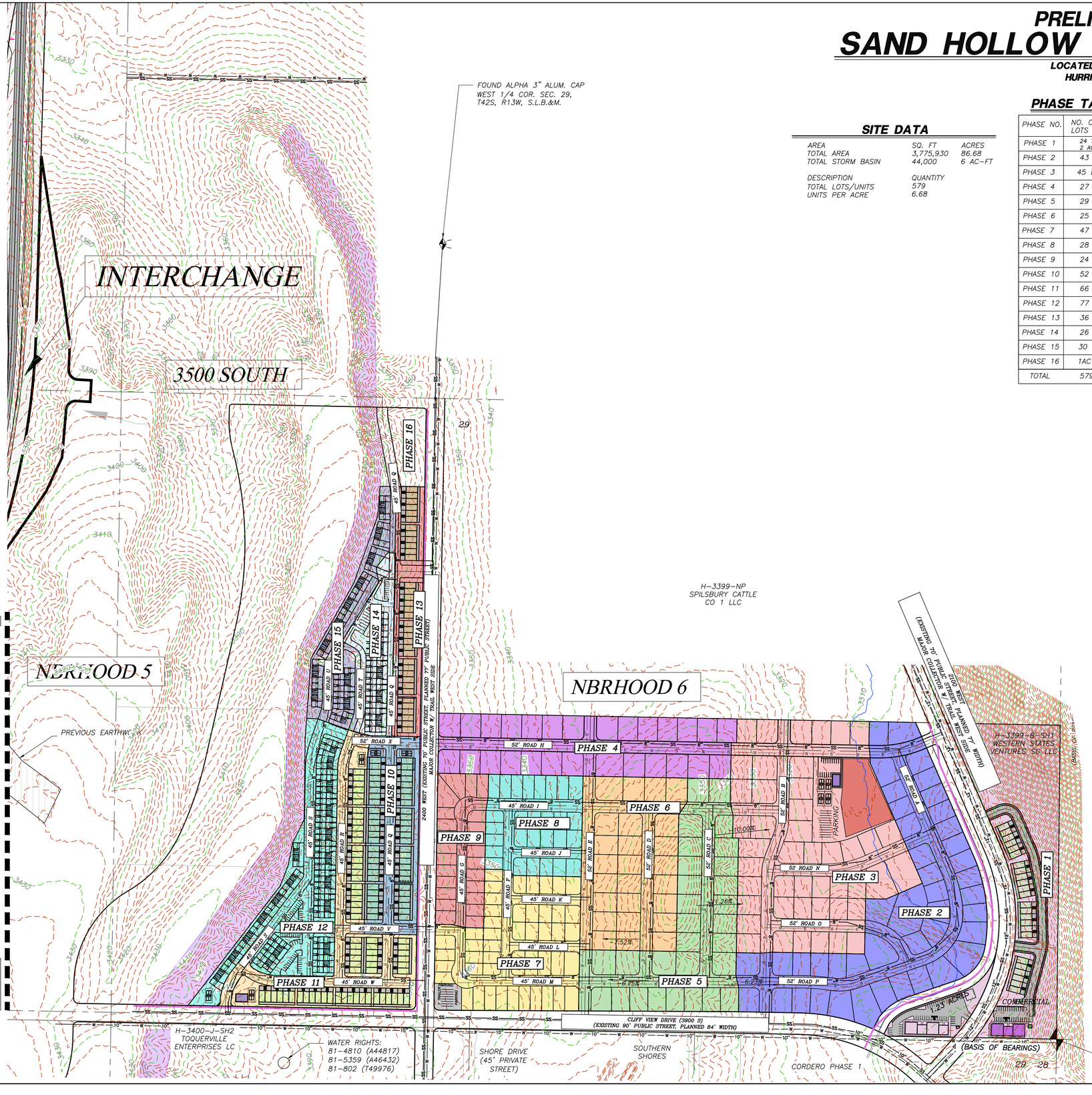
SHEET NO:

2 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



SITE DATA

AREA	SQ. FT	ACRES
TOTAL AREA	3,775,930	86.68
TOTAL STORM BASIN	44,000	6 AC-FT
DESCRIPTION	QUANTITY	
TOTAL LOTS/UNITS	579	
UNITS PER ACRE	6.68	

PHASE TABLE

PHASE NO.	NO. OF. LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- TRAIL LINE

N
W E
S
200 0 200
SCALE IN FEET

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NO	DESCRIPTION	DATE	BY
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ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	**3 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

PHASE TABLE

PHASE NO.	NO. OF LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

SITE DATA

	SQ. FT	ACRES
AREA		
TOTAL AREA	3,775,930	86.68
TOTAL STORM BASIN	44,000	6.00 AC-FT

DESCRIPTION	QUANTITY
TOTAL LOTS/UNITS	579
UNITS PER ACRE	6.68

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- 12' TRAIL

N / W / E / S

100 0 100
SCALE IN FEET

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-5307

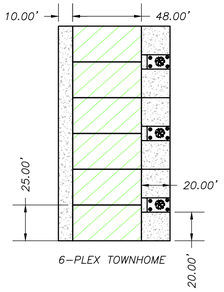
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

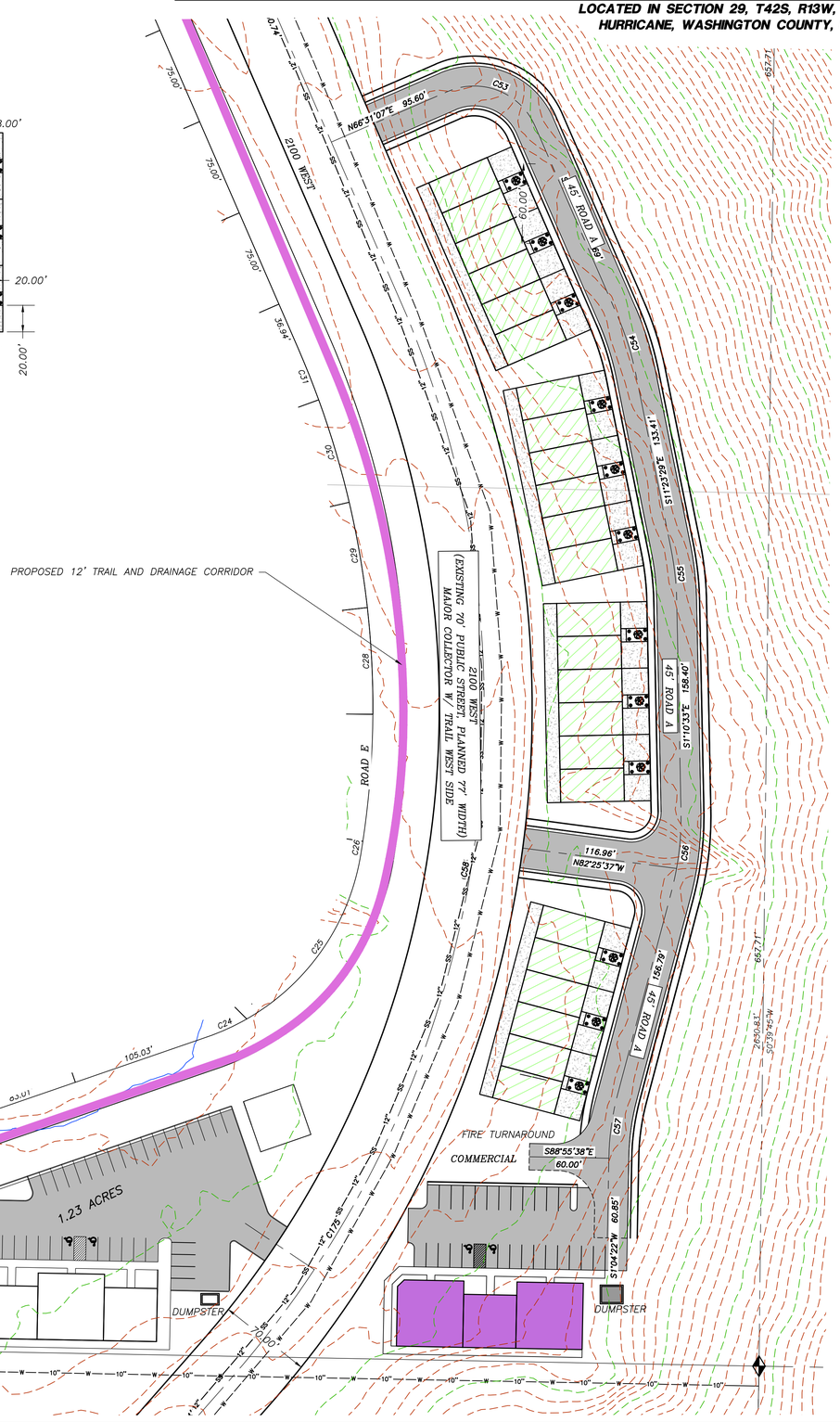
DATE	5/5/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	4 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 1

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

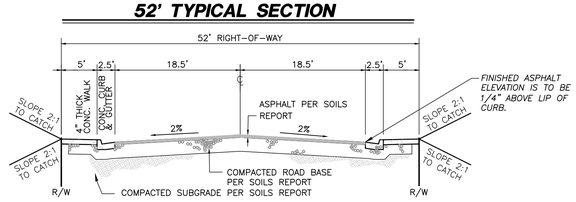




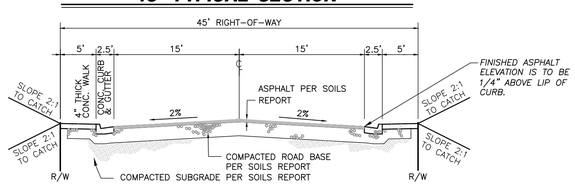
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 2

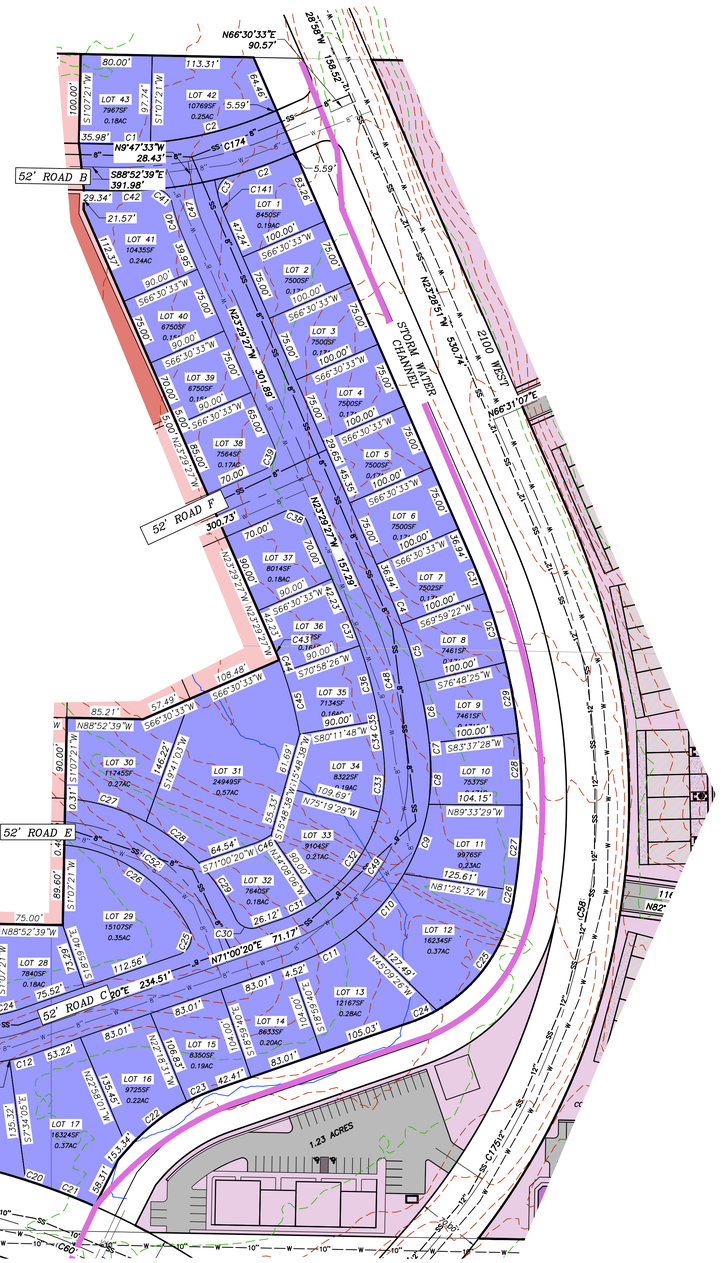
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

52' TYPICAL SECTION



45' TYPICAL SECTION



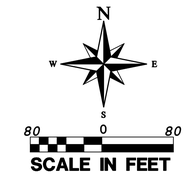


LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

LOTS

PHASE 2 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
1	8450	0.19
2	7500	0.17
3	7500	0.17
4	7500	0.17
5	7500	0.17
6	7500	0.17
7	7502	0.17
8	7461	0.17
9	7461	0.17
10	7537	0.17
11	9976	0.23
12	16234	0.37
13	12167	0.28
14	8633	0.2
15	8350	0.19
16	9725	0.22
17	16324	0.37
18	11462	0.26
19	8205	0.19
20	8019	0.18
21	8680	0.2
22	8670	0.2
23	9355	0.21
24	8146	0.19
25	7190	0.17
26	7365	0.17
27	7805	0.18
28	7840	0.18
29	15107	0.35
30	11745	0.27
31	24949	0.57
32	7640	0.18
33	9104	0.21
34	8322	0.19
35	7134	0.16
36	6987	0.16
37	8014	0.18
38	7564	0.17
39	6750	0.15
40	6750	0.15
41	10435	0.24
42	10769	0.25
43	7967	0.18



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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 2

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=80'
JOB NO.	378-002
SHEET NO:	**6 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

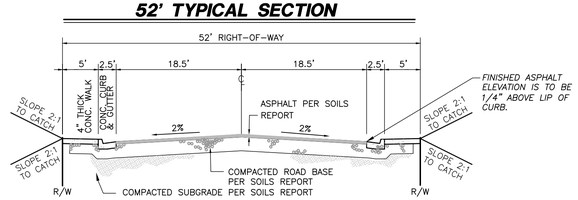
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 3

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

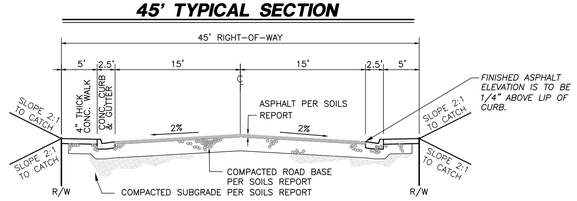
LEGEND

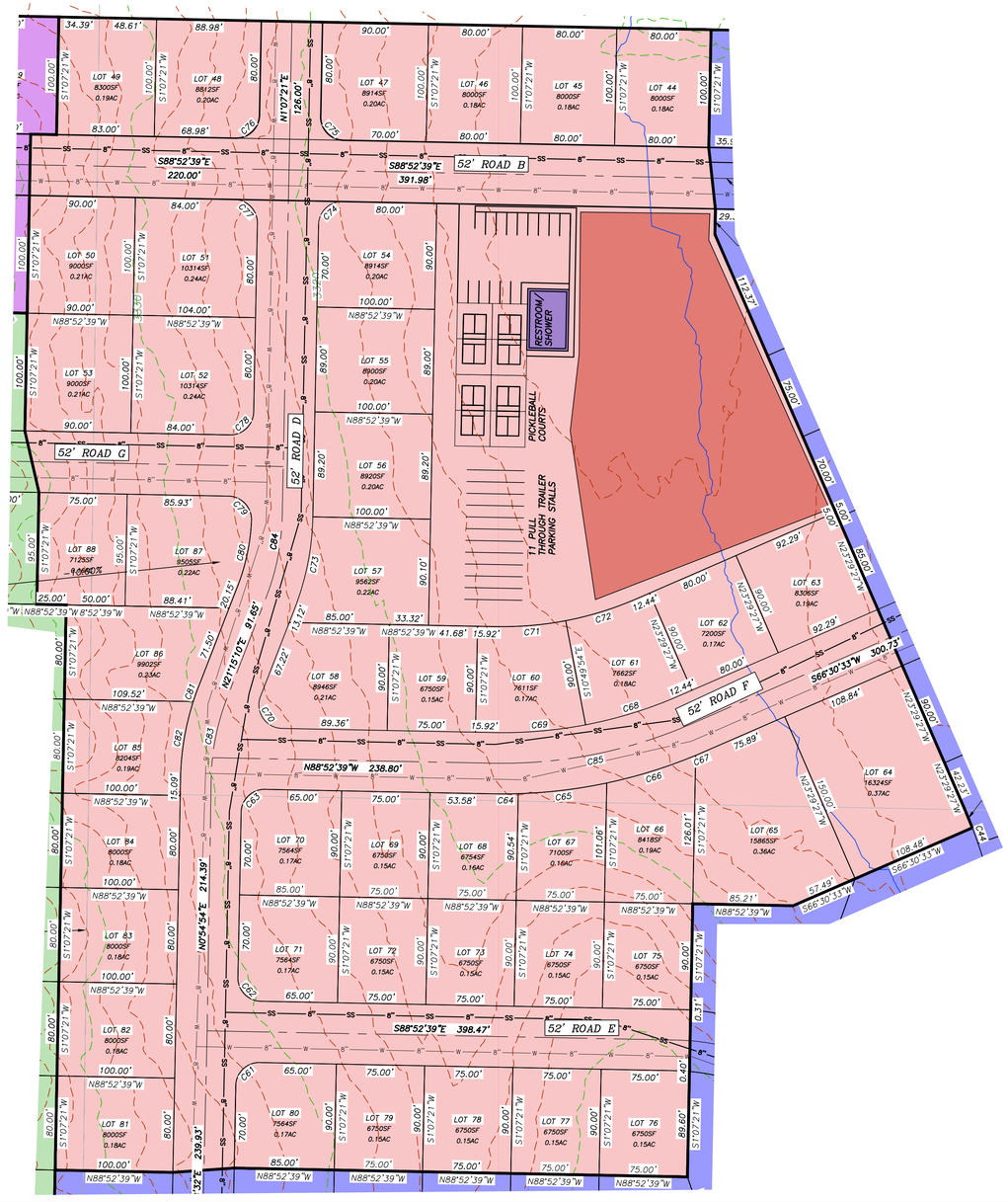
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

52' TYPICAL SECTION



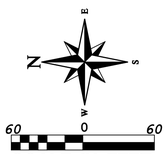
45' TYPICAL SECTION





LOTS

PHASE 3 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
44	8000	0.18
45	8000	0.18
46	8000	0.18
47	8914	0.2
48	8812	0.2
49	8300	0.19
50	9000	0.21
51	10314	0.24
52	10314	0.24
53	9000	0.21
54	8914	0.2
55	8900	0.2
56	8920	0.2
57	9562	0.22
58	8946	0.21
59	6750	0.15
60	7611	0.17
61	7662	0.18
62	7200	0.17
63	8306	0.19
64	16324	0.37
65	15865	0.36
66	8418	0.19
67	7100	0.16
68	6754	0.16
69	6750	0.15
70	7564	0.17
71	7564	0.17
72	6750	0.15
73	6750	0.15
74	6750	0.15
75	6750	0.15
76	6750	0.15
77	6750	0.15
78	6750	0.15
79	6750	0.15
80	7564	0.17
81	8000	0.18
82	8000	0.18
83	8000	0.18
84	8000	0.18
85	8204	0.19
86	9902	0.23
87	9505	0.22
88	7125	0.16



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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 3

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

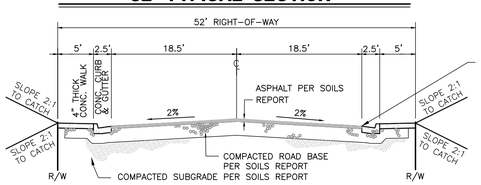
DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**7 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

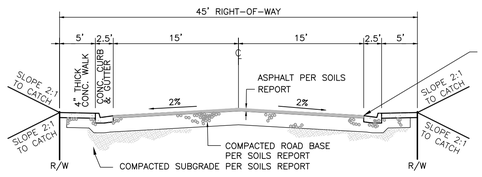
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 4

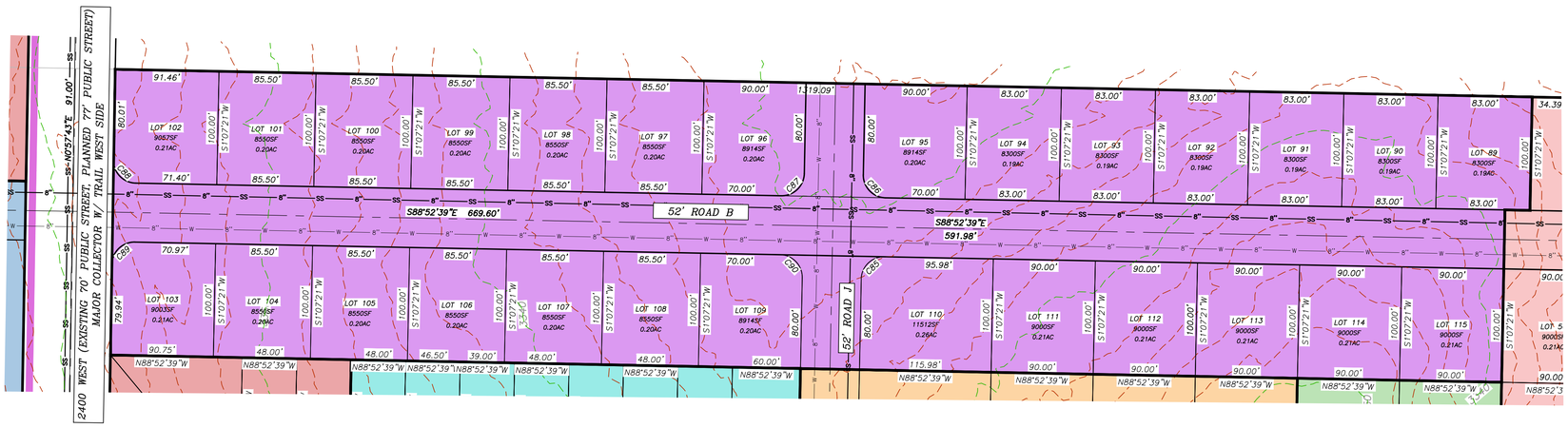
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

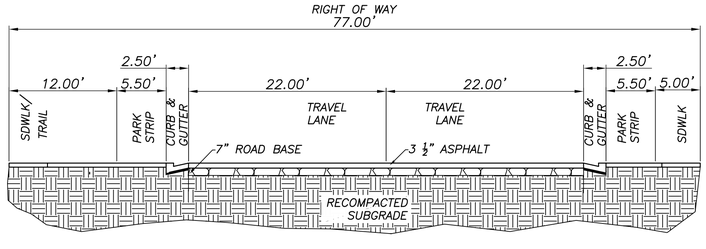
52' TYPICAL SECTION



45' TYPICAL SECTION

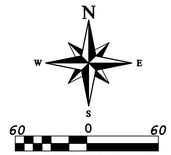






77' TYPICAL SECTION

N.T.S



LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

UNITS

PHASE 4 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
89	8300	0.19
90	8300	0.19
91	8300	0.19
92	8300	0.19
93	8300	0.19
94	8300	0.19
95	8914	0.2
96	8914	0.2
97	8550	0.2
98	8550	0.2
99	8550	0.2
100	8550	0.2
101	8550	0.2
102	9057	0.21
103	9003	0.21
104	8550	0.2
105	8550	0.2
106	8550	0.2
107	8550	0.2
108	8550	0.2
109	8914	0.2
110	11512	0.26
111	9000	0.21
112	9000	0.21
113	9000	0.21
114	9000	0.21
115	9000	0.21

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

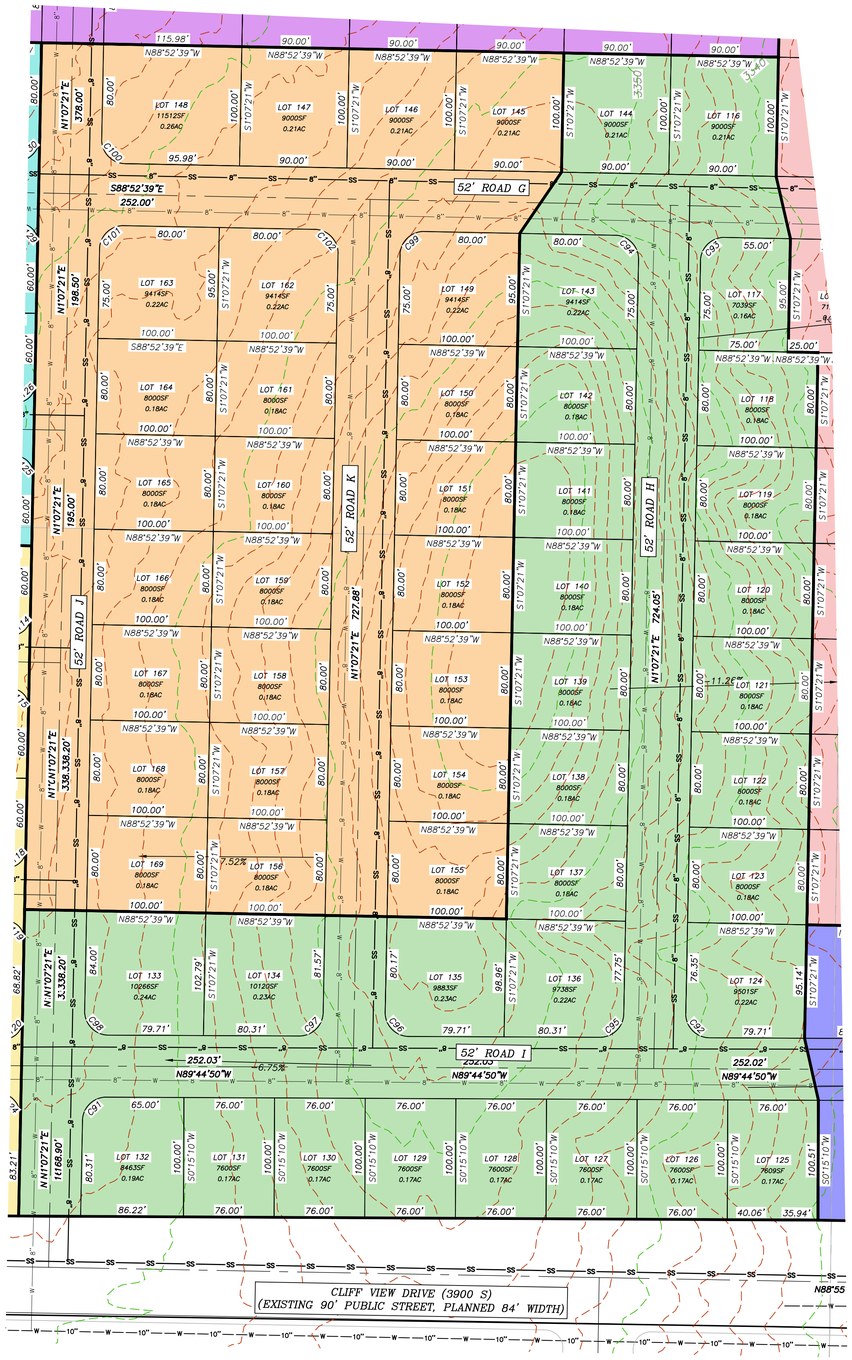
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 4
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**8 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 5 & 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



UNITS

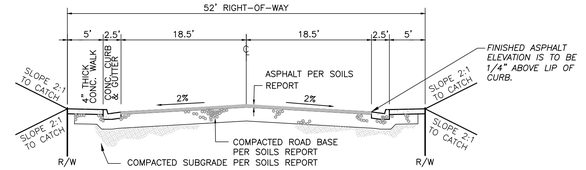
PHASE 5 LOTS		
LOT#	AREA, SQ. FT.	AREA, ACRES
116	9000	0.21
117	7039	0.16
118	8000	0.18
119	8000	0.18
120	8000	0.18
121	8000	0.18
122	8000	0.18
123	8000	0.18
124	9501	0.22
125	7609	0.17
126	7600	0.17
127	7600	0.17
128	7600	0.17
129	7600	0.17
130	7600	0.17
131	7600	0.17
132	8463	0.19
133	10266	0.24
134	10120	0.23
135	9883	0.23
136	9738	0.22
137	8000	0.18
138	8000	0.18
139	8000	0.18
140	8000	0.18
141	8000	0.18
142	8000	0.18
143	9414	0.22
144	9000	0.21

PHASE 6 LOTS		
LOT#	AREA, SQ. FT.	AREA, ACRES
145	9000	0.21
146	9000	0.21
147	9000	0.21
148	11512	0.26
149	9414	0.22
150	8000	0.18
151	8000	0.18
152	8000	0.18
153	8000	0.18
154	8000	0.18
155	8000	0.18
156	8000	0.18
157	8000	0.18
158	8000	0.18
159	8000	0.18
160	8000	0.18
161	8000	0.18
162	9414	0.22
163	9414	0.22
164	8000	0.18
165	8000	0.18
166	8000	0.18
167	8000	0.18
168	8000	0.18
169	8000	0.18

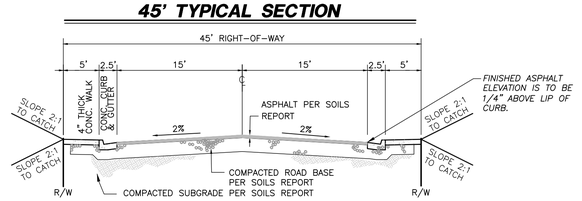
LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

52' TYPICAL SECTION



45' TYPICAL SECTION



N
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SCALE IN FEET

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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 5&6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**9 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 7-9

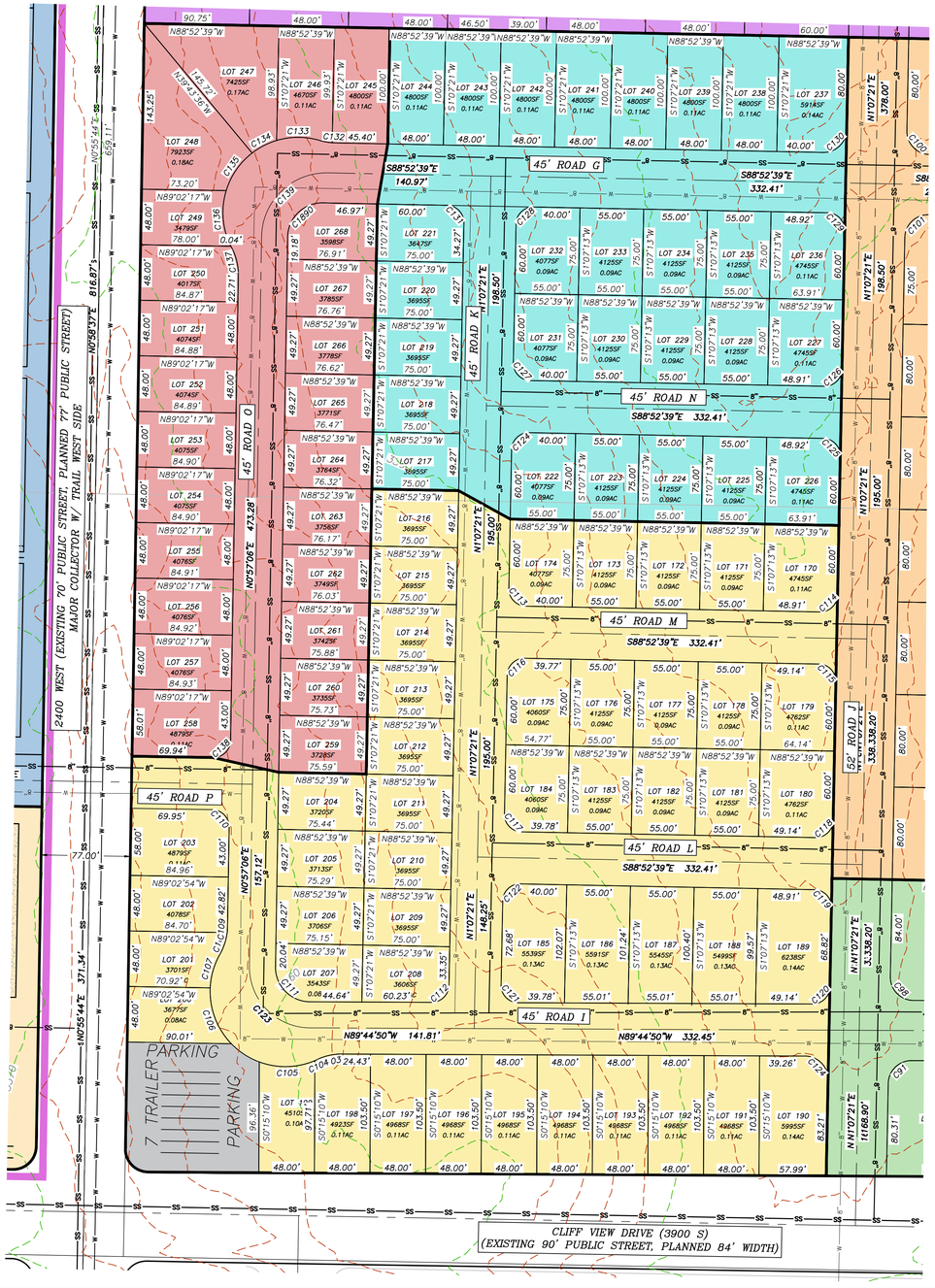
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

UNITS

PHASE 7 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
170	4745	0.11
171	4125	0.09
172	4125	0.09
173	4125	0.09
174	4077	0.09
175	4060	0.09
176	4125	0.09
177	4125	0.09
178	4125	0.09
179	4762	0.11
180	4762	0.11
181	4125	0.09
182	4125	0.09
183	4125	0.09
184	4060	0.09
185	5539	0.13
186	5991	0.13
187	5545	0.13
188	5499	0.13
189	6238	0.14
190	5995	0.14
191	4968	0.11
192	4968	0.11
193	4968	0.11
194	4968	0.11
195	4968	0.11
196	4968	0.11
197	4968	0.11
198	4923	0.11
199	4510	0.1
200	3677	0.08
201	3701	0.08
202	4078	0.09
203	4879	0.11
204	3720	0.09
205	3713	0.09
206	3706	0.09
207	3543	0.08
208	3606	0.08
209	3695	0.08
210	3695	0.08
211	3695	0.08
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213	3695	0.08
214	3695	0.08
215	3695	0.08
216	3695	0.08

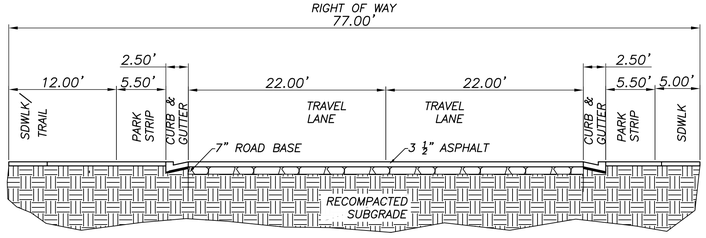
PHASE 8 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
217	3695	0.08
218	3695	0.08
219	3695	0.08
220	3695	0.08
221	3647	0.08
222	4077	0.09
223	4125	0.09
224	4125	0.09
225	4125	0.09
226	4745	0.11
227	4745	0.11
228	4125	0.09
229	4125	0.09
230	4125	0.09
231	4077	0.09
232	4077	0.09
233	4125	0.09
234	4125	0.09
235	4125	0.09
236	4745	0.11
237	5914	0.14
238	4800	0.11
239	4800	0.11
240	4800	0.11
241	4800	0.11
242	4800	0.11
243	4800	0.11
244	4800	0.11

PHASE 9 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
245	4800	0.11
246	4670	0.11
247	7425	0.17
248	7923	0.18
249	3479	0.08
250	4017	0.09
251	4074	0.09
252	4074	0.09
253	4075	0.09
254	4075	0.09
255	4076	0.09
256	4076	0.09
257	4076	0.09
258	4879	0.11
259	3728	0.09
260	3735	0.09
261	3742	0.09
262	3749	0.09
263	3756	0.09
264	3764	0.09
265	3771	0.09
266	3778	0.09
267	3785	0.09
268	3598	0.08



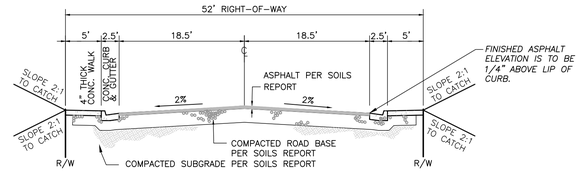
LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

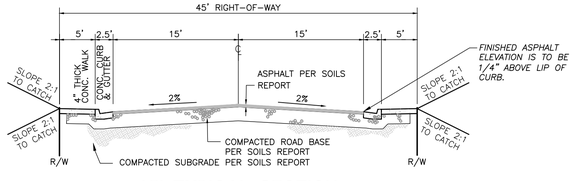


77' TYPICAL SECTION

N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION

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	REVISIONS		

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH7-9
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**10 OF 12**

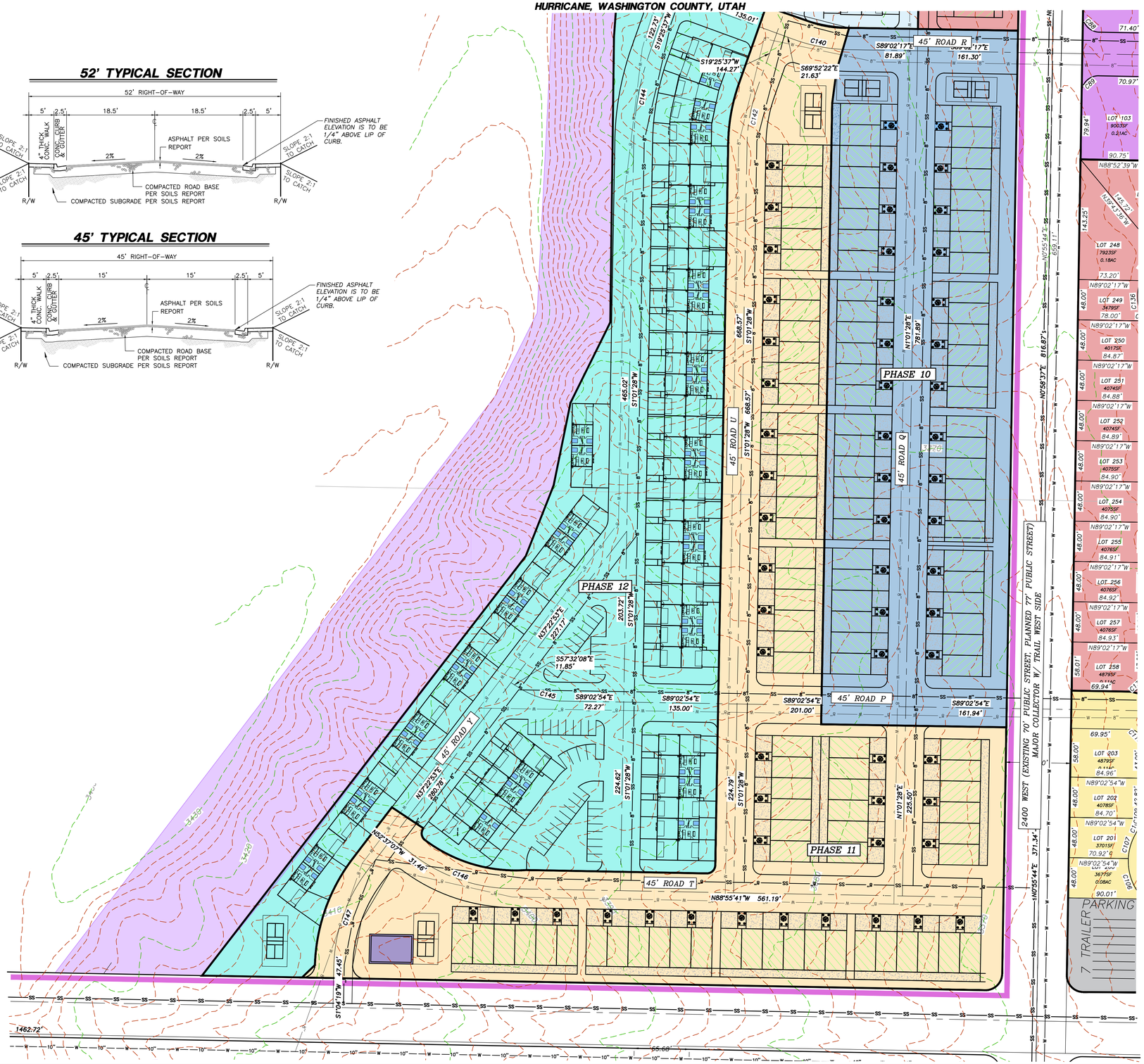
378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

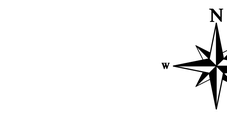
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 10-12

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

52' TYPICAL SECTION

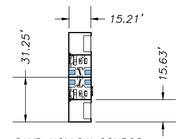
45' TYPICAL SECTION





LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE



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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 10-12

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

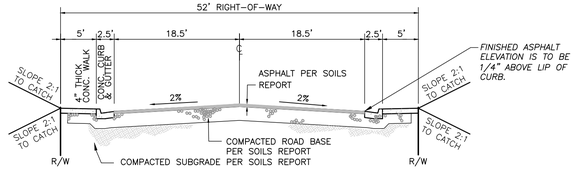
DATE	5/5/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**11 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

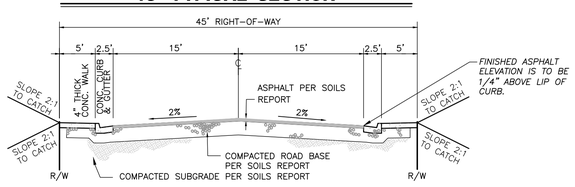
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SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 13-15

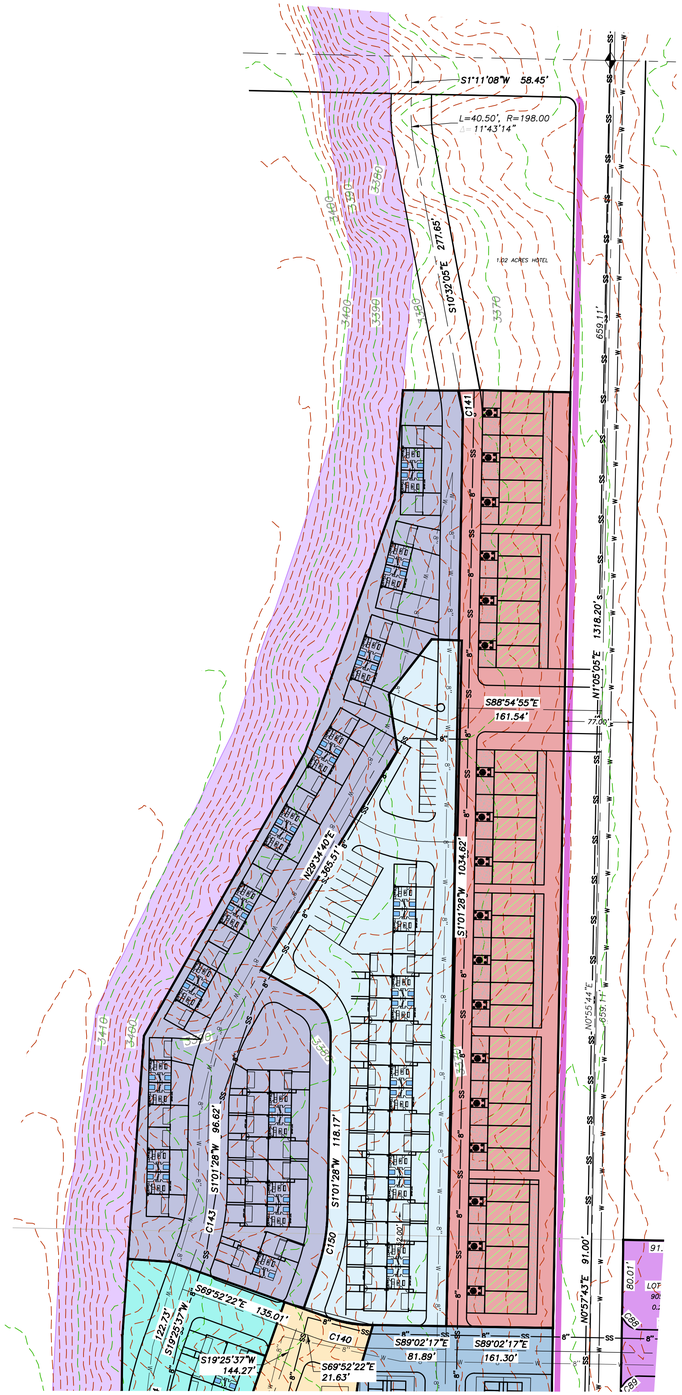
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

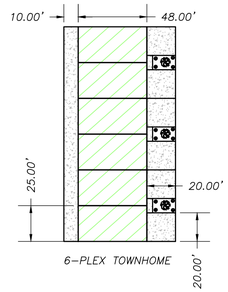
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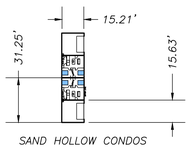


45' TYPICAL SECTION









LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- W PROPOSED WATER LINE(SIZE SHOWN)
- SS PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- SS 12" EXISTING SEWER LINE
- W EXISTING WATER LINE
- TRAIL LINE

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SCALE IN FEET

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH13-15
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=80'
JOB NO.	378-002
SHEET NO:	**12 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

40

DOC # 20210038122
Agreement Page 1 of 40
Gary Christensen Washington County Recorder
05/28/2021 01:14:57 PM Fee $ 0.00
By HURRICANE CITY

When Recorded Return to:
Hurricane City
147 N 870 West
Hurricane, UT 84737

DEVELOPMENT AGREEMENT
FOR
SAND HOLLOW MESA PROJECT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 29th day of April, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and RG SAND HOLLOW, LLC, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter sometimes referred to individually as a "Party and collectively referred to as "Parties."

RECITALS

A. Developer is developing that certain real property located within the City of Hurricane, comprising approximately 1,092 acres of land more particularly described on "Exhibit A", attached hereto and incorporated herein by reference (the "Property").

B. The Property is owned by TOQUERVILLE ENTERPRISES, LLC, ("TE") a Nevada limited liability company, and WESTERN STATES VENTURES, LLC, a Utah limited liability company ("WSV"). TE and WSV are hereinafter collectively referred to as the "Owners."

C. By executing the consents and acknowledgements below, Owners agree that the Property shall receive the entitlements and be subject to the rights, benefits, and obligations set forth in this Agreement.

D. The Property is currently included within and subject to the City in the "R-10 Residential" zone (the "Underlying Zone").

E. Developer has applied to the City for a rezone of the Property to establish a project known as the Sand Hollow Mesa Project (the "Project"), which would cause the Property to be included in the Planned Development Overlay ("PDO") zone. The Project is currently planned for development in multiple phases and shall include residential, commercial, and recreational uses as allowed in the PDO zone. The general layout and design of the Project is depicted in the Master Plan [defined below], a copy of which is attached as Exhibit B. The general uses contemplated by the Project are set forth in the Concept Program [defined below], a copy of which is attached as Exhibit C.

F. Pursuant to Hurricane City Code Sections 10-7-7 and 10-7-10, Developer has submitted, and the City has reviewed, the application package, including this Agreement and the Master Plan.

G. Developer is willing to design and construct the Project in a manner that is in harmony with and intended to promote the long-range policies, goals, and objectives of the City's general plan and zoning and development regulations under the terms of this Agreement as more fully set forth below.

H. In connection with approving the PDO rezone, the City Council and Developer have agreed to enter into this Agreement to memorialize the entitlements, obligations, benefits and

agreements made to apply to the Property through approval of the PDO rezone. A copy of this Agreement shall be recorded in the public record on title of the Property in the office of the Washington County Recorder.

I. The City Council further authorizes the Mayor of the City to execute and deliver this Agreement on behalf of the City.

J. The City has the authority to enter into this Agreement pursuant to Utah Code Ann. § 10-9a-102(2) and the City Code [defined below], 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 the City Code.

K. This Agreement is generally consistent and in conformity with the City's general plan and City Code. The development of the Project and any permits issued by the City shall be pursuant to this Agreement and the City Code.

L. 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.

M. Owners consent to this Agreement solely for the purpose of subjecting the Property to the agreements, approvals, and responsibilities set forth in this Agreement. The Owners shall not be liable for any of Developer's obligation as set forth in this Agreement, unless Developer assigns its rights to this Agreement to the Owners pursuant to Section 14 of this Agreement.

N. 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.

O. 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. Definitions. Unless the context requires a different meaning, any term or phrase used in this Agreement that has its first letter capitalized has the meaning given to it by this Agreement. Certain terms and phrases are referenced below; others are defined where they appear in the text of this Agreement, including the Exhibits.

a. "Agreement" means this Agreement including all of its exhibits.

b. "Amenities" means amenities (both public and private) that will be more specifically set forth on site plans for each Neighborhood.

c. "Applicable Law" has the meaning set forth in Subsection 12(j) below.

d. "Approval Documents" has the meaning set forth in Section 4 below.

e. "Concept Program" means the document which is attached as Exhibit C.

f. "City" means the City of Hurricane, and includes, unless otherwise provided, any and all of the City's agencies, departments, officials, employees or agents.

g. "City Code" means the Hurricane City Code in effect on January 15, 2021.

h. "Dwelling Unit" or "DU" means a structure or portion thereof designed and capable of daily residential occupancy. A Dwelling Unit must contain at least a kitchen, a bathroom and one or more bedrooms.

i. "Effective Date" has the meaning set forth in the Preamble.

j. "Future Law" means the laws, ordinances, policies, standards, guidelines, directives, procedures and processing fee schedules of the City which may be in effect in the future at any time when a Land Use Application is submitted and which may or may not apply to such Land Use Application based upon the terms of this Agreement.

k. "Land Use Application" means an application required by Chapter 10 of the City Code.

l. "Master Plan" means the concept master plan for the Project, a copy of which is attached as Exhibit B.

m. "Maximum Density" means the three thousand six-hundred sixty-seven (3,667) Dwelling Units Developer may construct as part of the Project.

n. "Neighborhood" means an area within the Project that may be developed, into one or more separate residential or commercial subdivision phases as generally shown in the Master Plan or as may be designated in future revisions of the Master Plan.

o. "Non-Residential Development" means development projects that are not Dwelling Units and include, but are not limited to, RV parks, commercial space, retail space, lodging spaces, Private Amenity(ies), and Public Amenity(ies).

p. Off Highway Vehicle ("OHV") has the meaning set forth in Section 7-1-8(A) of the City Code.

q. "Offsite Improvements" has the meaning set forth in Subsection 7(a)(v).

r. "Onsite Improvements" has the meaning set forth in Subsection 7(a)(v). below.

s. "Open Space" means areas within the Project that include natural areas, recreation and activity areas (including both active and passive areas), parks, pavilions,

Amenities, trails, and other areas not dedicated as roads and not included within lots for private ownership.

t. "Private Amenity(ies)" means any Amenity owned or managed by a private entity and is not a Public Amenity.

u. "Project Design Code" means the design standards or guidelines for the Project that Developer will adopt and implement. In case of conflict between the Project Design Code and City Code, the Project Design Code shall take precedence–subject to the City's standards for health and safety.

v. "Public Amenity(ies)" has the meaning set forth in Subsection 7(a)(iii) below.

w. "Road Improvements" has the meaning set forth in Subsection 7(iv) below.

x. "Master Street Plan" means the street plan and road construction approved street concepts for the Project, a copy of which is attached hereto as Exhibit D.

y. "Sub-Developer" means any party designated by Developer to develop all or part of one or more of the Neighborhoods pursuant to the terms of this Agreement.

z. "System Improvements" has the meaning set forth in Utah Code Ann. § 11-36a-102(21).

aa. "Term" has the meaning set forth in Subsection 13(n) below.

2. Incorporation of Recitals. The foregoing Recitals are hereby incorporated into this Agreement, as a substantive part hereof.

3. Zoning. The Property shall be developed in accordance with (i) the requirements of the Underlying Zone and the PDO Zone, (ii) the Master Plan, and (iii) this Agreement. Developer shall develop the Property in a manner that is consistent with the uses described on the Master Plan and that does not exceed the Maximum Density set forth in this Agreement. The Parties agree that the Master Plan and this Agreement comply with City Code, including the Underlying Zone and the PDO Zone.

4. Governing Standards. This Agreement and PDO Zone establish the development rights for the Project, including the approved uses, Maximum Density, and general configuration for the Project. All Developer submittals shall be consistent with this Agreement and the Master Plan, unless minor deviations are approved by planning staff in accordance with this Agreement. The term "minor deviations" shall mean the adjustment of any Neighborhood as depicted on the Master Plan to accommodate surface conditions, approved uses, or engineering requirements; adjustments of uses among and within neighborhoods so long as the overall development intensity approved by the Master Plan is not increased and a minimum of 25% of DUs remain detached single family homes; or other changes allowed by Applicable Law. No deviation or change shall allow the Project to exceed the Maximum Density. Changes to the development of the Project that

are not minor deviations may require an amendment to this Agreement in accordance with Section 18.

5. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer has the vested right to proceed with the development of the Property in accordance with this Agreement, including the Master Plan. This Agreement memorializes Developer's rights to develop the Project in fulfillment of this Agreement and Applicable Law. Specifically, Developer is vested with the right to: (i) to develop and construct the Project in accordance with Applicable Law; (ii) develop Dwelling Units up to the Maximum Density; (iii) operate units as short-term rentals in accordance with Section 3-10-11 of the City Code, which shall be considered part of the "Applicable Law", as defined below; (iv) develop Non-Residential Development as allowed by Applicable Law; (v) connect to existing public roads and infrastructure as depicted on the Master Plan; and (vi) connect to existing public infrastructure, upon the payment of generally applicable fees. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under the Applicable Law. The Parties specifically intend that this Agreement grants to Developer "vested rights" as that term is construed in Utah's common law and pursuant to Utah Code Ann., §10-9a-509.

b. Applicable Law. The City's Future Laws with respect to the development or use of the Property shall not apply except as follows:

i. Developer Agreement. Future Laws that Developer agrees in writing to the application thereof to the Project;

ii. Compliance with State and Federal Laws. Future Laws which are generally applicable to all properties in the City and which are required to comply with State and Federal laws and regulations affecting the Project and do not effect a taking of the right to develop the uses in the densities described in this Agreement;

iii. Safety Code Updates. Future Laws that are updates or amendments to existing building, plumbing, mechanical, electrical, dangerous buildings, drainage, or similar construction or safety related codes, such as the International Building Code, the APWA Specifications, AAHSTO Standards, the Manual of Uniform Traffic Control Devices or similar standards that are generated by a nationally or statewide recognized construction/safety organization, or by the State or Federal governments and are required to meet legitimate concerns related to public health, safety or welfare, and that do not require the revision or reconfiguration of the road areas depicted on the Master Plan;

iv. Taxes. Taxes, or modifications thereto, so long as such taxes are lawfully imposed and charged uniformly by the City to all properties, applications, persons and entities similarly situated.

v. Fees. Changes to the amounts of fees for the processing of Development Applications that are generally applicable to all development within

the City (or a portion of the City as specified in the lawfully adopted fee schedule) and which are adopted pursuant to State law.

vi. Impact Fees. Impact Fees or modifications thereto which are lawfully adopted, imposed and collected.

c. Reserved Legislative Powers. The Developer acknowledges that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City all of its police power that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation of the police powers, such legislation shall not modify the Developer's vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Section 10-9a-509 of the Municipal Land Use, Development, and Management Act, as adopted on the Effective Date, *Western Land Equities, Inc. v. City of Logan*, 617 P.2d 388 (Utah 1980), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal law. Notwithstanding the foregoing, the City reserves the right to enact an ordinance in accordance with Utah Code Ann. § 10-9a-504 establishing a temporary land use regulation for any part or all of the area within the municipality, including area within the Project, which prohibits or regulates the erection, construction, reconstruction, or alteration of any building or structure or any subdivision approval if the City Council makes a finding of compelling countervailing public interest in accordance with Utah and federal law after notice to Developer and an opportunity to be heard. Furthermore, the Parties agree that the City shall have the right to impose a water exaction for additional building in accordance with Utah Code Ann. § 10-9a-508.

6. Development Applications. The Concept Program constitutes and operates as a preliminary site plan for commercial uses within the Project. Final site plans for all Non-Residential Development shall be reviewed and approved by the planning commission acting as the land use authority. Preliminary subdivision plats for residential uses shall be reviewed and approved by the city council, with planning staff acting as the land use authority for any such final subdivision plat approval, consistent with Applicable Law. The Concept Program and Master Plan may be updated administratively by the City's staff without approval by the city council or planning commission so long as the changes constitutes a minor deviation as defined in Section 4 or is otherwise allowed by Applicable Law. All development applications shall be processed in accordance with Applicable Law.

7. Specific Obligations. As an integral part of the consideration for this Agreement, the Parties agrees as follows:

a. Developer Obligations: Developer agrees to do the following with respect to the Project:

i. Phased Development. The Project consists of a number of Neighborhoods as depicted in the Master Plan. Developer may further divide the Neighborhoods into sub-neighborhoods. Developer may construct individual portions of Neighborhoods itself or Developer may convey Neighborhoods or sub-

neighborhoods to Sub-Developers. Sub-Developers shall be bound by and shall cause its employees and agents to act in accordance with the terms of this Agreement.

ii. Project Code. Developer shall adopt and record a covenant regarding a detailed Project Design Code which governs the design standards Project. Developer shall provide a copy of the Project Design Code to the City. The Project Design Code may be administered by an owner's association or associations established for the Project.

iii. Construction of Open Space and Amenities. The Project will contain certain Amenities that will be more specifically set forth on the subdivision plats and site plans for each Neighborhood. Developer shall designate on a site plan or final subdivision plat which Amenities will be designated Public Amenities. Developer shall cause the Amenities to be constructed concurrently with each Neighborhood wherein the Amenities are located (or with which they are associated). If Developer provides the City with a form of financial assurance, pursuant to Section 10-39-13 of the City Code, guaranteeing the completion of the Amenities, then Developer shall not be required to commence the installation of the Amenities, or portions of the Amenities, before building permits are issued for construction on residential lots adjoining the Amenities. Upon completion of the Public Amenities, Developer and the Owners shall dedicate Public Amenities to the City, or other public entity agreed to by the Parties. The public use for Public Amenities shall be governed by the public entity owning such amenity. Any Amenities that will be dedicated to the public shall be defined herein as a "Public Amenity". The general public shall have no access to Amenities not identified as a Public Amenity. Subject to the provisions of Section 4, including adjustments in location and programming, Developer shall develop the Open Space areas of the Project according to the Master Plan.

iv. Road Improvements. The improvements described in this Subsection 7(a)(iv) are known as the "Road Improvements." Access and connecting roads shall provide for safe and efficient circulation within, and adequate entrances and exits for the Project, as described in the Master Plan. Developer shall design, construct or improve and, together with the Owners and subject to the easements described in Subsection 7(b)(iii) below, dedicate all needed road sections in the Master Street Plan that connect the Project to the City's existing roadways. Developer shall design, construct and, together with the Owners, dedicate all other roads (including collector or arterial roads) within the Project. All Road Improvements within the Project shall be constructed according to the City's Roadway Construction Standards or the approved Master Street Plan for the Project. The Master Street Plan may be updated or revised through approval of subdivision plats or site plans pursuant to this Agreement and Applicable Law. Developer shall conduct a transportation study for the Project. The City may require additional Road Improvements to meet the City's traffic safety standards. All access and connecting roads shall be completed in accordance with the approved plans and existing specifications submitted in connection with one or more

subdivision plats or site plans for the various phases of the Project. The road cross-sections, widths and design details described in Exhibit D are approved for the Project, notwithstanding the existence or adjustment of other road standards that may apply elsewhere in the City. With the recording of subdivision plats or other road dedication plats Developer may reserve easements within the roads with the following statement within the owners' dedication: "*. . . the foregoing dedication is subject to a reservation by the undersigned of an easement for the use of the public roads for off highway vehicles ("OHVs"), subject to all rules and regulations of the city with the exception of any rule or regulation or law that would otherwise prohibit the use of such public roads for OHVs.. The foregoing reserved easement may be conveyed by the undersigned to an owners' association.*"

v. Onsite and Offsite Improvements. Developer shall be responsible for constructing and installing the culinary water and sewer service distribution lines within the Project that are necessary to connect to existing public infrastructure (the "Onsite Improvements"). The Parties acknowledge that the existing public infrastructure will require the construction of certain offsite improvements (the "Offsite Improvements"). Developer may construct any Offsite Improvements necessary for the Project, within rights of ways and other areas designated by or obtained by City for the Offsite Improvements, and Developer shall dedicate the Offsite Improvements to the City.

vi. Upsizing Improvements. The City shall reimburse Developer, according to Title 9, Chapter 6 of the City Code, for the actual development, design, construction, installation, and related costs of System Improvements not attributable to the Project. Developer is not obligated to install any System Improvements without first obtaining an agreement on the timing of reimbursement.

vii. Electrical Distribution System. The Project will be serviced by the Hurricane City Power Department (the "Power Department"). Developer shall cause to be conveyed to the Power Department approximately 1.146 acres of land more particularly described on "Exhibit E" (the "Substation Property"). In exchange for the Substation Property, the City agrees to cause the Power Department to construct a substation to service the Project upon the Substation Property.

viii. Construction Standards and Requirements. All construction on the Property, the Onsite Improvements, and the Offsite Improvements shall be constructed and completed in accordance with Applicable Law and this Agreement, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

b. Obligations of City.

i. General Obligations. The Parties acknowledge and agree that the Developer's agreement to perform and abide by the covenants and obligations of

the Developer set forth herein is material consideration for the City's agreement to perform and abide by the covenants and obligations of the City set forth herein.

ii. Conditions of Approval. The City shall not impose any further conditions on the Project other than those detailed in this Agreement, unless agreed to in writing by the Parties. The Developer shall remain bound by Applicable Law unless specifically agreed to otherwise herein.

iii. Acceptance of Improvements. The City shall accept all Onsite Improvements, Offsite Improvements, and Public Amenities intended for the City and constructed by the Developer, or the Developer's contractors, subcontractors, agents or employees. The City shall accept all dedicated Road Improvements subject to certain easements permitting the use of OHV's as described in Section 7(a)(iv) above. Prior to the construction of any road, utility, or public improvements within the Project, the City shall review and require adjustments or changes to meet the requirements of this Agreement. The City shall cooperate and allow Developer to construct the Offsite Improvements. The City shall accept Developer's dedication of the Offsite Improvements only if: (i) the improvements have been installed or inspected by the City or its representative; and (ii) Developer has warranted the improvement according to Section 10-39-14 of the City Code. The City shall reserve the capacity of the Offsite Improvements for the Project.

8. Conditions Precedent. The Parties enter this Agreement in anticipation of the satisfaction of certain conditions precedent, which if not satisfied, will frustrate the purposes of this Agreement. Accordingly, if the Conditions [defined below] are not satisfied or otherwise waived by the Parties, this Agreement shall be rendered null and void upon written notice delivered no later than seven (7) days after the approval of this Agreement and upon delivery of such written notice none of the Parties shall have any further obligation to the other arising out of this Agreement. The Parties recognize that the Conditions will be satisfied contemporaneously with or prior to the execution of this Agreement, but such Conditions have been identified herein for purposes of setting forth the intent of the Parties. For purposes of this Agreement, the following shall constitute the "Conditions," to be approved in the following order:

a. The final approval and acceptance of this Agreement including the Master Plan, by the City Council; and

b. The enactment of an ordinance effecting the rezone of the Property to be included in the PDO zone in a manner that allows this Project.

9. Default and Remedies. An "Event of Default" shall occur under this Agreement if any Party fails to perform its obligations hereunder when due and the defaulting Party has not cured the delinquent obligations within sixty (60) days following delivery to the delinquent Party of written notice of such delinquency. Such notice shall specify the nature of the alleged Event of Default and the manner in which such Event of Default may be satisfactorily cured, if possible. Notwithstanding the foregoing, if the default cannot reasonably be cured or if there is some reasonable basis for delay within that 60-day period, a Party shall not be in default so long as that Party commences to cure the default within that 60-day period and diligently continues such cure

in good faith until complete. If the Event of Default is cured, then no default shall exist, and the noticing Party shall take no further action.

a. In the event of an uncured Event of Default, the non-defaulting Party shall, in addition to any other remedy allowed by law, be entitled to the court's imposition of specific performance and /or injunctive relief, but not monetary damages. All rights and remedies under this Agreement, and /or statute or common law shall be deemed cumulative and the selection of one of the rights or remedies shall not be deemed a waiver of any other right or remedy.

b. If City elects to consider terminating this Agreement due to an uncured Event of Default by Developer, then City shall give to Developer written notice of City's intent to terminate this Agreement and the matter shall be scheduled for consideration and review by City's legislative body at a duly noticed public meeting. Developer shall have the right to offer written and oral evidence prior to or at the time of said public meeting. If City's legislative body determines that a material uncured Default has occurred and is continuing, City may thereafter pursue the remedy of termination through an appropriate judicial proceeding.

10. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute an Event of Default by Developer, if not timely cured by Developer, for which the City may elect to terminate the Agreement in accordance with Section 10 above: (a) the filing of a petition in bankruptcy by Developer, (b) foreclosure on any portion of the Property which has the effect of creating an unapproved subdivision under Utah law, or (c) Developer's failure, without good cause as determined in good faith by City, for a period of five (5) years to commence construction of improvements in any new development phase or new Neighborhood. Upon such termination, all approvals or development rights not developed or improved and that are otherwise granted hereunder to Developer shall lapse and all obligations of the City hereunder shall cease.

11. 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:	RG Sand Hollow, LLC 2265 E. Murray Holladay Rd. Holladay, UT 84117 Attn: Anthon Stauffer
With a copy to:	Snell & Wilmer L.L.P. 15 West South Temple, Suite 1200 Salt Lake City, UT 84101 Attention: Wade Budge

To the City:	City of Hurricane Attention: City Recorder 68 S. 700 W. Hurricane, UT 84737
With a copy to:	City of Hurricane Attention: City Attorney 68 S. 700 W. Hurricane, UT 84737
To the Owner:	Toquerville Enterprises, LLC Attention: Vyonne S. Mendenhall 700 Porto Mio Way Las Vegas, NV, 89138

12. General Term and Conditions.

a. Headings. The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

b. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns (to the extent that assignment is permitted). Without limiting the generality of the foregoing, a "successor" includes a party that succeeds to the rights and interests of the Developer as evidenced by, among other things, such party's submission of land use applications to the City relating to the Property or the Project.

c. Non-Liability of City Officials and Employees. No officer, representative, consultant, attorney, agent or employee of the City shall be personally liable to the Developer, or any successor in interest or assignee of the Developer, for any default or breach by the City, or for any amount which may become due to the Developer, or its successors or assignees, or for any obligation arising under the terms of this Agreement. Nothing herein will release any person from personal liability for their own individual acts or omissions.

d. Referendum or Challenge. Both Parties understand that any legislative action by the city council is subject to referral or challenge by individuals or groups of citizens, including approval of development agreements and a rezone of the Property. If a referendum or challenge relates to the city council's approval of this Agreement or the rezoning, and the referendum or challenge is submitted to a vote of the people pursuant to Utah Code Ann. § 20A-7-601, then Developer may deliver a notice of rescission to the City to terminate this Agreement. Upon Developer's delivery of a notice of rescission pursuant to this Subsection 12(d), this Agreement shall automatically terminate whereupon the Parties shall have no further rights or obligations under this Agreement.

e. Third Party Rights. The Parties to this Agreement are the Developer and City. The Owners are intended third party beneficiaries, and this Agreement shall run with the land as described in Subsection 12(h) below. There are no other intended third- party beneficiaries of this Agreement. 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 against the Project. The agreements, benefits, burdens, rights and responsibilities contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Project, or portion thereof, as applicable, with respect to that portion of the Project owned by such successors in ownership. Nothing in this Agreement shall apply to residents or property owners who purchase developed lots or units within the Project, it being the intent of this Agreement that it governs the development of the Project, not the use by subsequent owners or residents.

i. Performance. Each Party, person and/or entity governed by this Agreement shall perform its respective obligations under this Agreement in a manner that will not unreasonably or materially delay, disrupt or inconvenience any other Party, person and/or entity governed by this Agreement, the development of any portion of the Property or the issuance of final plats, certificates of occupancy or other approvals associated therewith.

j. Applicable Law. This Agreement is entered into under and pursuant to and is to be construed and enforceable in accordance with the rules, regulations, official policies, standards and specifications applicable to the development of the Project (the "Applicable Law"), including the applicable City Code, resolutions, state law, and federal law, which shall be those in effect as of the Effective Date.

k. 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.

l. 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 Code.

m. Approval and Authority to Execute. Each of the Parties represents and warrants that, 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.

n. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the Parties hereto that in the event a final plat for a portion of the Property has not been recorded in the Office of the Washington County Recorder within five (5) years from the date of this Agreement (the "Term"), or upon the occurrence of an event of default of this Agreement that is not cured, the City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement as to the defaulting party (*i.e.*, the Developer). The Term shall be automatically extended for successive five (5) year periods unless during the Term a final plat is not recorded or during the term the last subdivision plat or site plan for the Property is recorded. Upon termination because a termination as allowed by law, a termination for failure of plat recording during any five year term or upon buildout, a notice of termination of this Agreement may be recorded with the Washington County Recorder by either Party hereto.

ii. Upon termination of this Agreement for the reasons set forth in the Agreement, following the notice and process that the Agreement requires, the obligations of the City and the defaulting party to each other hereunder shall terminate, but none of the licenses, building permits, or certificates of occupancy granted prior to expiration of the Term or termination of this Agreement shall be rescinded or limited in any manner.

13. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer without the consent of the City where such assignment is to an entity controlled or owned by Developer, consistent with Subsection 13(d). All other assignments shall require the consent of the City as provided herein.

a. Notice. Developer shall give Notice to the City of any proposed assignment and provide such information regarding the proposed assignee that the City may reasonably request in making the evaluation permitted under this Section 13. Such Notice shall include providing the City with all necessary contact information for the proposed assignee.

b. Partial Assignment. If any proposed assignment is for less than all of Developer's rights and responsibilities, then the assignee shall be responsible for the performance of each of the obligations contained in this Agreement to which the assignee succeeds. Upon any such approved partial assignment, Developer shall be released from

any future obligations as to those obligations which are assigned but shall remain responsible for the performance of any obligations that were not assigned.

c. Grounds for Denying Assignment. The City may only withhold its consent if the City is not reasonably satisfied of the assignee's reasonable financial ability to perform the obligations of Developer proposed to be assigned.

d. Related Entities. Developer may assign or transfer its rights and obligations under this Agreement to Developer's affiliates, subsidiaries, or related entities without the City's consent. Any of Developer's successor-in-interest shall be bound by the Agreement.

e. Assignee Bound by this Agreement. Any assignee shall consent in writing to be bound by the assigned terms and conditions of this Agreement as a condition precedent to the effectiveness of the assignment.

14. Sale or Conveyance. If the Owners sell or convey all or part of the Property, the Property so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to the Property and be subject to the same limitations and rights of the City as set forth in this Agreement without any required approval, review, or consent by the City except as may apply to the assignment of development rights under this Agreement as described in Section 13 above.

15. No Waiver. Any Party's failure to enforce any provision of this Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the Party intended to be benefited by the provisions, and a waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

16. Severability. If any portion of this Agreement is held to be unenforceable for any reason, the remaining provisions shall continue in full force and effect.

17. Force Majeure. Any prevention, delay or stoppage of the performance of any obligation under this Agreement which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefore; acts of nature; governmental restrictions, regulations or controls; judicial orders; enemy or hostile government actions; wars, civil commotions; pandemics; fires or other casualties or other causes beyond the reasonable control of the Party obligated to perform hereunder shall excuse performance of the obligation by that Party for a period equal to the duration of that prevention, delay or stoppage.

18. Amendment. This Agreement may be amended only in writing signed by the Parties hereto. This Agreement may be amended without obtaining the signature of subsequent owners of the Property, including lot owners, residents or developed property owners.

[*Signatures and acknowledgments follow on the next page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first hereinabove written.

CITY:

CITY OF HURRICANE

ATTEST:

By: _____

City Recorder

By: _____

Mayor

DEVELOPER:

RG SAND HOLLOW, LLC, a Utah limited liability company

By Josh Romney

Its: Manager

Name: _____

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Joshua Romney, who being by me duly sworn, did say that said person is the Manager of RG Sand Hollow LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

_____
Notary Public

[*Signatures and acknowledgments continue on next page*]

OWNER'S CONSENT:

The following owners' consent to the Master Developer executing the foregoing Agreement, and subjecting the Property to the Project, approvals, obligations and benefits described herein.

TOQUERVILLE ENTERPRISES, LLC,
a Nevada limited liability company:

By Jerald Spilsbury
Its: manager
Name: Jerald Spilsbury

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Jerald Spilsbury, who being by me duly sworn, did say that said person is the manager of Toquerville Enterprises LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

Notary Public

WESTERN STATES VENTURES, LLC, a Utah limited liability company:

By
Its: manager
Name: Josh Romney

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the 29th day of April, 2021, personally appeared before me Joshua Romney, who being by me duly sworn, did say that said person is the Manager of Western States Ventures LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of said limited liability company with proper authority and duly acknowledged to me that he executed the same.

NOTARY PUBLIC
Brienna Spencer
714562
COMMISSION EXPIRES
October 7, 2024
State of Utah

Notary Public

EXHIBIT A

Legal Description of Property:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, BEING THE COMMON CORNER OF SECTIONS 29, 30, 31 & 32; THENCE S00°54'56"W, ALONG THE EAST SECTION LINE OF SECTION 31, 1312.19 FEET TO THE 1/16 CORNER OF SAID SECTION 31; THENCE N88°57'41"W, ALONG THE 1/16TH LINE, 1322.27 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE N00°57'56"E, ALONG THE 1/16TH/ LINE, 1313.59 FEET TO THE 1/16TH CORNER ON THE SOUTH SECTION LINE OF SECTION 30; THENCE N88°53'33"W, ALONG THE SOUTH SECTION LINE, 1321.14 FEET TO THE SOUTH 1/4 CORNER OF SECTION 30; THENCE N00°59'47"E, ALONG THE 1/4 SECTION LINE, 2636.98 FEET TO THE CENTER QUARTER CORNER OF SECTION 30; THENCE S88°55'00"E. ALONG THE 1/4 SECTION LINE, 1321.47 FEET TO THE 1/16TH CORNER; THENCE N00°58'28"E, ALONG THE NORTH-SOUTH 1/16TH LINE, 2640.21 FEET TO THE 1/16TH CORNER ON THE SOUTH SECTION LINE OF SECTION 19; THENCE N01°01'32"E, ALONG THE NORTH-SOUTH 1/16TH LINE, 2637.48 FEET TO THE 1/16TH CORNER IN SECTION 19; THENCE S88°58'31"E, ALONG THE 1/4 SECTION LINE, 329.89 FEET; THENCE N01°01'40"E 329.70 FEET; THENCE N88°58'43"W 329.86 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE N01°01'53"E, ALONG THE 1/16TH LINE, 989.05 FEET TO THE 1/16TH CORNER; THENCE S88°59'18"E, ALONG THE EAST-WEST 1/16TH LINE, 659.61 FEET; THENCE N01°01'27"E 659.45 FEET; THENCE N88°59'42"W 989.29 FEET; THENCE S01°02'06"W 659.33 FEET TO THE EAST-WEST 1/16TH LINE; THENCE N88°59'18"W, ALONG THE 1/16TH LINE, 989.41 FEET TO THE 1/4 SECTION LINE; THENCE N01°02'44"E, ALONG THE 1/4 SECTION LINE, 1318.43 FEET TO THE NORTH QUARTER CORNER OF SECTION 19; THENCE S89°00'06"E, ALONG THE NORTH SECTION LINE OF SECTION 19, 2637.77 FEET TO THE COMMON CORNER OF SECTION 17, 18, 19, 20 (NORTHEAST CORNER OF SECTION 19); THENCE S88°57'52"E, ALONG THE NORTH SECTION LINE OF SECTION 20, 1316.43 FEET TO THE 1/16TH CORNER; THENCE S01°01'06"W, ALONG THE 1/16TH LINE, 2639.62 FEET; THENCE S01°00'58"W, ALONG THE 1/16TH LINE, 1319.92 FEET TO THE 1/16TH CORNER; THENCE S88°51'19"E, ALONG THE 1/16TH LINE, 1316.11 FEET TO THE 1/4 SECTION LINE OF SECTION 20; THENCE S01°01'38"W, ALONG THE 1/4 SECTION LINE, 1320.77 FEET TO THE SOUTH 1/4 CORNER OF SECTION 20, ALSO THE NORTH 1/4 CORNER OF SECTION 29; THENCE S00°55'44"W, ALONG THE 1/4 SECTION LINE IN SECTION 29, 1318.21 FEET TO THE 1/16TH CORNER; THENCE S88°52'39"E, ALONG THE 1/16TH LINE, 2638.18 FEET TO THE EAST SECTION LINE; THENCE S00°39'45"W, ALONG THE EAST SECTION LINE, 1315.42 FEET TO THE EAST 1/4 CORNER; THENCE N88°55'38"W, ALONG THE 1/4 SECTION LINE, 2644.29 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE S0°55'44"W, ALONG THE 1/16TH LINE, 1318.48 FEET TO THE WEST-EAST 1/16TH LINE; THENCE N88°55'47"W, ALONG THE 1/16TH LINE, 1317.36 FEET TO THE NORTH-SOUTH 1/16TH LINE; THENCE S0°58'12"W, ALONG SAID 1/16TH LINE, 1318.53 FEET TO THE SOUTH SECTION LINE OF SECTION 29, THENCE N88°56'37"W, ALONG THE SOUTH SECTION LINE, 1318.30 FEET TO THE POINT OF BEGINNING. AREA IS 1,020.45 ACRES.

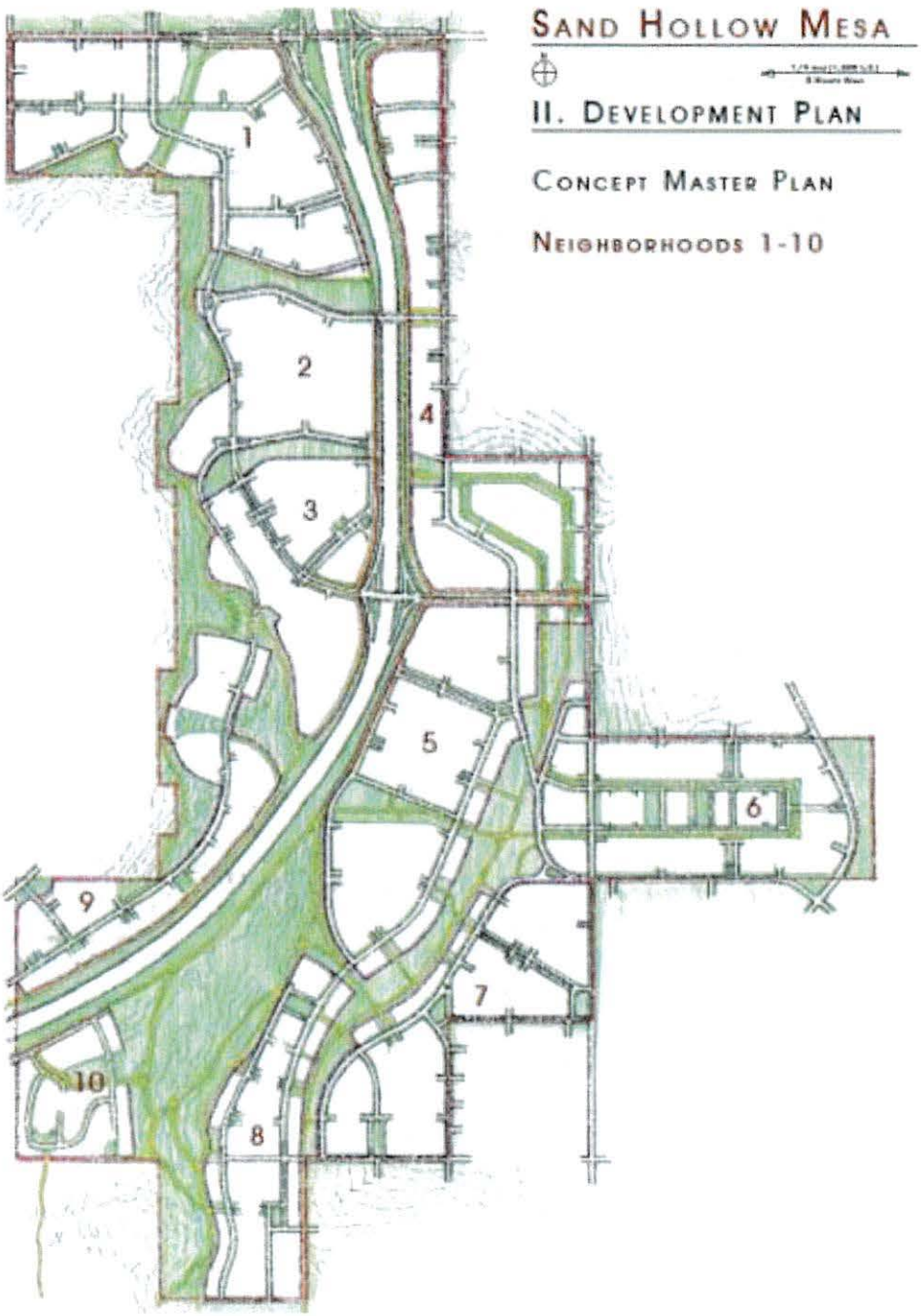
LESS 91.24 ACRES FOR THE SR-7 HIGHWAY AND LESS 5.63 ACRES FOR COPPER ROCK PARKWAY AND 2100 WEST ROAD.

CONTAINING 923.58 ACRES.

Parcel Numbers:

H-3399-A, H-3399-B, H-3399-C, H-3399-D, H-3399-I, H-3409-H, H-3409-I, H-3409-J, H-3410-F, H-3410-G, H-3410-H, H-3410-I, H-3410-J, H-3400-A, H-3400-B, H-3400-D, H-3400-E, H-3400-F, H-3400-G, H-3400-H, H-3400-I, H-3400-J, H-3400-K, H-3400-L, H-3400-M, H-3400-P, H-3421, H-3421-C, H-3421-D, H-3421-E, H-3421-F, H-3421-G, H-3421-H, H-3421-I, H-3421-J, H-3421-L, H-3421-K, H-3422, H-3422-B.

EXHIBIT B
Master Plan



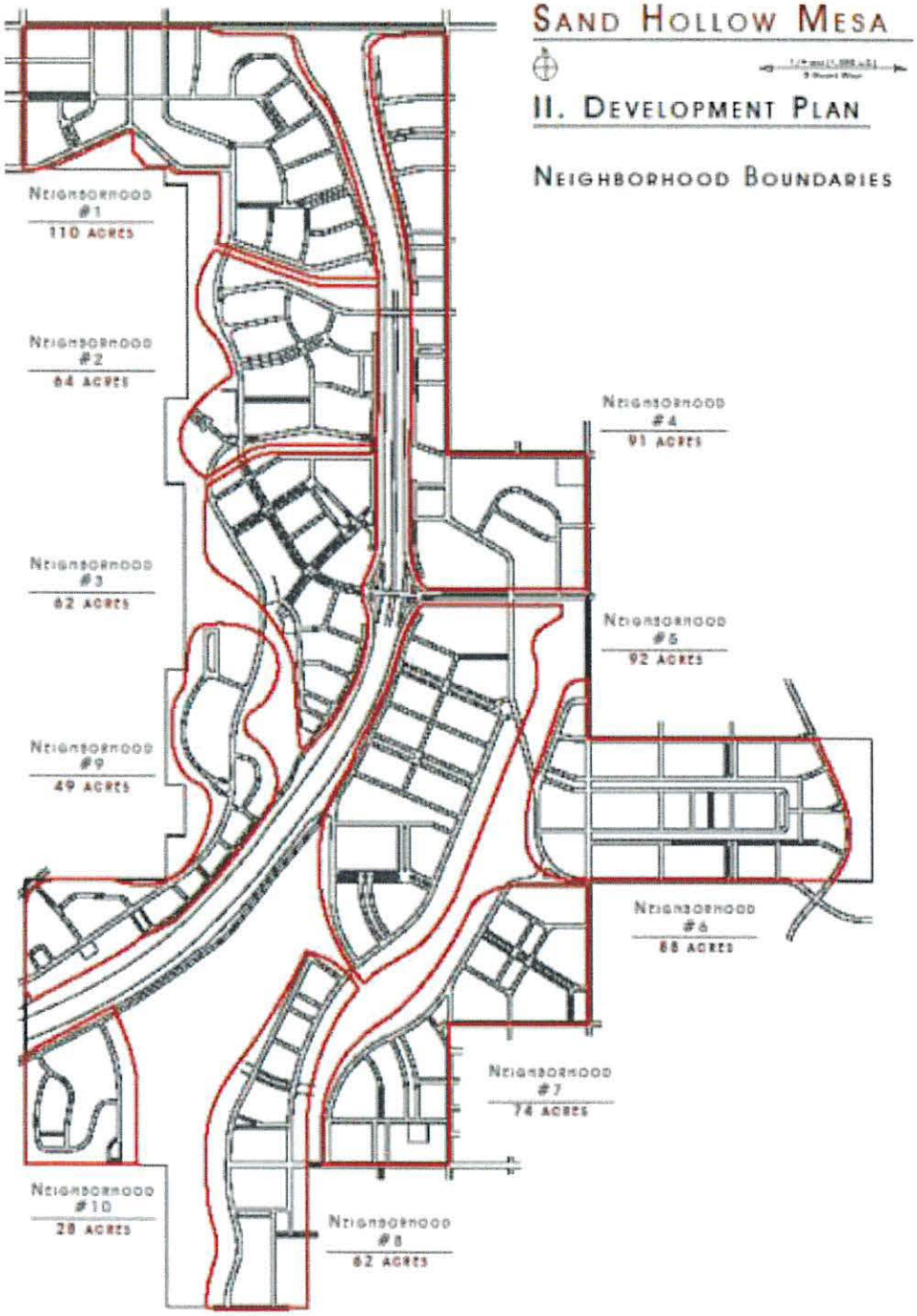

SAND HOLLOW MESA
II. DEVELOPMENT PLAN
NEIGHBORHOOD BOUNDARIES
NEIGHBORHOOD #1
110 ACRES
NEIGHBORHOOD #2
84 ACRES
NEIGHBORHOOD #3
82 ACRES
NEIGHBORHOOD #4
91 ACRES
NEIGHBORHOOD #5
92 ACRES
NEIGHBORHOOD #6
88 ACRES
NEIGHBORHOOD #7
74 ACRES
NEIGHBORHOOD #8
62 ACRES
NEIGHBORHOOD #9
49 ACRES
NEIGHBORHOOD #10
28 ACRES

EXHIBIT C
Concept Program

SAND HOLLOW MESA — ILLUSTRATIVE PROGRAM

SUMMARY 2.14.21

(FOR GENERAL DESCRIPTIVE PURPOSES ONLY)

Neighborhood	MIXED USE	RESIDENTIAL							COMMERCIAL	
		MULTIFAMILY	TOWNHOUSE	DETACHED / SINGLE FAMILY					LODGING	RV
	(Flats)	(Stacked)	(Attached)	(Sideyard) 4,000 SF	(Small Lot) 6,000 sf	(Moderate Lot) 10,000 SF	(Large Lot) 20,000 SF	(Estate Lot) 40,000 SF		
1 110 ac.	79	264	163	73	55	27	5	0	130	0
2 84 ac.	35	177	97	24	29	11	0	0	104	0
3 62 ac.	50	189	90	20	21	15	3	0	104	0
4 91 ac.	46	121	76	17	29	19	5	0	77	441
5 92 ac.	68	178	90	15	50	32	9	5	72	0
6 88 ac.	34	148	66	32	44	22	5	2	66	270
7 74 ac.	29	134	91	50	69	28	5	0	22	0
8 62 ac.	32	149	73	22	32	18	5	2	114	0
9 49 ac.	26	104	54	32	29	18	5	1	0	0
10 28 ac.	23	22	20	8	26	13	2	0	18	0
				DETACHED / SINGLE FAMILY						
Sub-Totals	422	1,487	820	294	383	202	42	9	707	711
% of Total	12%	41%	22%	8%	10%	6%	1%	0%		
Total Dwellings								3,660		
Total (by Type)			2,730					930		
% of Total			75%					25%	DETACHED / SINGLE FAMILY	

SAND HOLLOW MESA — ILLUSTRATIVE PROGRAM

2.14.21 — (FOR GENERAL DESCRIPTIVE PURPOSES ONLY)

1,022 ACRES

						COMMERCIAL		LODGING	RESIDENCES
NEIGHBORHOOD 1							TOTAL DEVELOPED AREA		110.0 AC.
PUBLIC LAND	43.5 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		25.3 AC						
PUBLIC SPACES			16.0 AC	Recorded area		16.0 AC			
PUBLIC BUILDINGS			2.2 AC						
PRIVATE LAND	65.6 AC								
COMMERCIAL	BUSINESS / RETAIL		0.7 AC		0.25	7,623 SF	0.0		
	LODGING	alloc. 1,500 SF	5.0 AC				26.0	130 Sites	
	RV		0.0 AC				18.0	0 Lots	
MIXED USE			6.6 AC		0.20	57,499 SF	12.0		79 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	12.0 AC				22.0		264 DU
(averaged density)	ATTACHED	3,000 SF	13.6 AC				12.0		163 DU
	SIDEYARD	4,000 SF	8.1 AC				9.0		73 DU
	SMALL LOT	6,000 SF	9.2 AC				6.0		55 DU
	MODERATE LOT	10,000 SF	7.5 AC				3.6		27 DU
	LARGE LOT	20,000 SF	2.9 AC				1.8		5 DU
	ESTATE	40,000 SF	0.0 AC				1.0		0 DU
	ACCESSORY							35 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)		58,610 SF		165 Units	667 DU
NEIGHBORHOOD 2							TOTAL DEVELOPED AREA		64.0 AC.
PUBLIC LAND	29.9 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		14.7 AC						
PUBLIC SPACES			14.0 AC	Recorded area		14.0 AC			
PUBLIC BUILDINGS			1.2 AC						
PRIVATE LAND	34.0 AC								
COMMERCIAL	BUSINESS / RETAIL		0.5 AC		0.25	5,445 SF	0.0		
	LODGING	alloc. 1,500 SF	4.0 AC				26.0	104 Sites	
	RV		0.0 AC				18.0	0 Lots	
MIXED USE			2.9 AC		0.20	25,265 SF	12.0		35 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	6.0 AC				22.0		177 DU
(averaged density)	ATTACHED	3,000 SF	8.1 AC				12.0		97 DU
	SIDEYARD	4,000 SF	2.7 AC				9.0		24 DU
	SMALL LOT	6,000 SF	4.8 AC				6.0		29 DU
	MODERATE LOT	10,000 SF	3.0 AC				3.6		11 DU
	LARGE LOT	20,000 SF	0.0 AC				1.8		0 DU
	ESTATE	40,000 SF	0.0 AC				1.0		0 DU
	ACCESSORY							25 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)		27,639 SF		129 Units	373 DU
NEIGHBORHOOD 3							TOTAL DEVELOPED AREA		62.0 AC.
PUBLIC LAND	24.8 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		14.3 AC						
PUBLIC SPACES			6.5 AC	Recorded area		6.5 AC			
PUBLIC BUILDINGS			4.0 AC						
PRIVATE LAND	36.0 AC								
COMMERCIAL	BUSINESS / RETAIL		0.3 AC		0.25	3,267 SF	0.0		
	LODGING		4.0 AC				26.0	104 Sites	
	RV		0.0 AC				18.0	0 Lots	
MIXED USE			4.2 AC		0.20	36,590 SF	12.0		50 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	8.6 AC				22.0		189 DU
(averaged density)	ATTACHED	3,000 SF	7.5 AC				12.0		90 DU
	SIDEYARD	4,000 SF	2.2 AC				9.0		20 DU
	SMALL LOT	6,000 SF	3.5 AC				6.0		21 DU
	MODERATE LOT	10,000 SF	4.1 AC				3.6		15 DU
	LARGE LOT	20,000 SF	1.6 AC				1.8		3 DU
	ESTATE	40,000 SF	0.0 AC				1.0		0 DU
	ACCESSORY							28 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)		35,872 SF		132 Units	388 DU

NEIGHBORHOOD 4 — TOTAL DEVELOPED AREA 91.0 AC.

PUBLIC LAND 30.1 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			20.9 AC					
PUBLIC SPACES			6.2 AC	Recorded area	6.2 AC			
PUBLIC BUILDINGS (INCL. SUBSTATION)			3.0 AC					
PRIVATE LAND 61.1 AC								
COMMERCIAL	BUSINESS / RETAIL		3.0 AC	0.25	32,670 SF	0.0		
	LODGING		3.2 AC			24.0	76.8 Stes	
	RV		24.5 AC			18.0	441 Lots	
MIXED USE			3.8 AC	0.20	33,106 SF	12.0		46 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	5.5 AC			22.0		121 DU
(averaged density)	ATTACHED	3,000 SF	6.3 AC			12.0		76 DU
	SIDEYARD	4,000 SF	1.9 AC			9.0		17 DU
	SMALL LOT	6,000 SF	4.8 AC			6.0		29 DU
	MODERATE LOT	10,000 SF	5.4 AC			3.6		19 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	59,198 SF		542 Units	312 DU

NEIGHBORHOOD 5 — TOTAL DEVELOPED AREA 92.0 AC.

PUBLIC LAND 35.7 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			21.2 AC					
PUBLIC SPACES			10.5 AC	Recorded area	10.5 AC			
PUBLIC BUILDINGS			4.0 AC					
PRIVATE LAND 55.7 AC								
COMMERCIAL	BUSINESS / RETAIL		2.5 AC	0.25	27,225 SF	0.0		
	LODGING		3.0 AC			24.0	72 Stes	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			5.7 AC	0.20	49,658 SF	12.0		68 DU
RESIDENTIAL	STACKED	alloc. 2,000 SF	8.9 AC			20.0		178 DU
(averaged density)	ATTACHED	3,000 SF	7.5 AC			12.0		90 DU
	SIDEYARD	4,000 SF	1.7 AC			9.0		15 DU
	SMALL LOT	6,000 SF	8.3 AC			6.0		50 DU
	MODERATE LOT	10,000 SF	8.8 AC			3.6		32 DU
	LARGE LOT	20,000 SF	4.8 AC			1.8		9 DU
	ESTATE	40,000 SF	4.5 AC			1.0		5 DU
	ACCESSORY						40 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	69,195 SF		112 Units	446 DU

NEIGHBORHOOD 6 — TOTAL DEVELOPED AREA 88.0 AC.

PUBLIC LAND 31.2 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			20.2 AC					
PUBLIC SPACES			8.0 AC	Recorded area	8.0 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND 56.5 AC								
COMMERCIAL	BUSINESS / RETAIL		0.8 AC	0.20	6,970 SF	0.0		
	LODGING		3.0 AC			22.0	66 Stes	
	RV		15.0 AC			18.0	270 Lots	
MIXED USE			3.4 AC	0.15	22,216 SF	10.0		34 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	7.4 AC			20.0		148 DU
(averaged density)	ATTACHED	3,000 SF	5.5 AC			12.0		66 DU
	SIDEYARD	4,000 SF	3.6 AC			9.0		32 DU
	SMALL LOT	6,000 SF	7.3 AC			6.0		44 DU
	MODERATE LOT	10,000 SF	6.0 AC			3.6		22 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	1.8 AC			1.0		2 DU
	ACCESSORY						24 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	26,267 SF		360 Units	352 DU

NEIGHBORHOOD 7 — TOTAL DEVELOPED AREA 74.0 AC.

PUBLIC LAND 26.2 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			17.0 AC					
PUBLIC SPACES			6.2 AC	Recorded area	6.2 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND 47.7 AC								
COMMERCIAL	BUSINESS / RETAIL		0.4 AC	0.20	3,485 SF	0.0		
	LODGING		1.0 AC			22.0	22 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			2.9 AC	0.15	18,949 SF	10.0		29 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	8.4 AC			16.0		134 DU
(averaged density)	ATTACHED	3,000 SF	7.6 AC			12.0		91 DU
	SIDEYARD	4,000 SF	5.6 AC			9.0		50 DU
	SMALL LOT	6,000 SF	11.5 AC			6.0		69 DU
	MODERATE LOT	10,000 SF	7.8 AC			3.6		28 DU
	LARGE LOT	20,000 SF	2.5 AC			1.8		5 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	20,190 SF		52 Units	407 DU

NEIGHBORHOOD 8 — TOTAL DEVELOPED AREA 62.0 AC.

PUBLIC LAND 21.8 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			14.3 AC					
PUBLIC SPACES			4.5 AC	Recorded area	4.5 AC			
PUBLIC BUILDINGS			3.0 AC					
PRIVATE LAND 40.1 AC								
COMMERCIAL	BUSINESS / RETAIL		0.4 AC	0.20	3,485 SF	0.0		
	LODGING		5.2 AC			22.0	114 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			3.2 AC	0.15	20,909 SF	10.0		32 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	8.3 AC			16.0		149 DU
(averaged density)	ATTACHED	3,000 SF	6.1 AC			12.0		73 DU
	SIDEYARD	4,000 SF	2.4 AC			9.0		22 DU
	SMALL LOT	6,000 SF	5.3 AC			6.0		32 DU
	MODERATE LOT	10,000 SF	5.0 AC			3.6		18 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	1.5 AC			1.0		2 DU
	ACCESSORY						30 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	21,954 SF		144 Units	332 DU

NEIGHBORHOOD 9 — TOTAL DEVELOPED AREA 49.0 AC.

PUBLIC LAND 17.1 AC				F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS 23% OF TOTAL AREA			11.3 AC					
PUBLIC SPACES			3.8 AC	Recorded area	3.8 AC			
PUBLIC BUILDINGS			2.0 AC					
PRIVATE LAND 31.9 AC								
COMMERCIAL	BUSINESS / RETAIL		0.2 AC	0.20	1,742 SF	0.0		
	LODGING		0.0 AC			22.0	0 Sites	
	RV		0.0 AC			18.0	0 Lots	
MIXED USE			2.9 AC	0.15	18,949 SF	9.0		26 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	6.5 AC			16.0		104 DU
(averaged density)	ATTACHED	3,000 SF	5.4 AC			10.0		54 DU
	SIDEYARD	4,000 SF	3.6 AC			9.0		32 DU
	SMALL LOT	6,000 SF	4.8 AC			6.0		29 DU
	MODERATE LOT	10,000 SF	5.0 AC			3.6		18 DU
	LARGE LOT	20,000 SF	2.7 AC			1.8		5 DU
	ESTATE	40,000 SF	0.8 AC			1.0		1 DU
	ACCESSORY						25 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	18,622 SF		25 Units	269 DU

NEIGHBORHOOD 10 — TOTAL DEVELOPED AREA 28.0 AC.

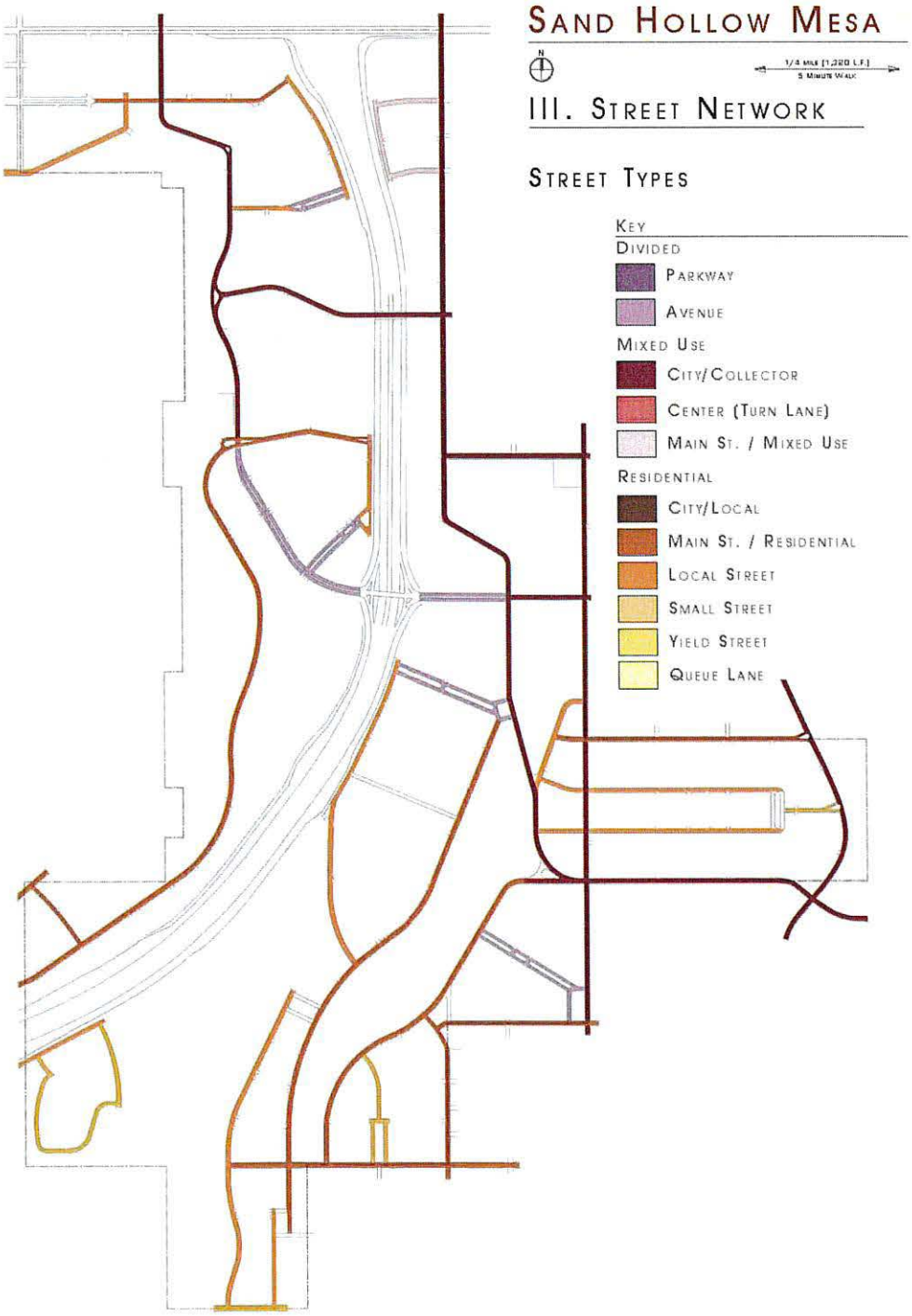
PUBLIC LAND	10.4 AC			F.A.R.	S. F.	DU / AC	Units	D.U.
STREETS	23% OF TOTAL AREA		6.4 AC					
PUBLIC SPACES			2.5 AC	Recorded area	2.5 AC			
PUBLIC BUILDINGS			1.5 AC					
PRIVATE LAND	**16.8 AC**							
COMMERCIAL	BUSINESS / RETAIL		0.4 AC	0.20	3,485 SF	0.0		
	LODGING		0.8 AC			22.0	17.6 Stes	
	RV		0.0 AC			16.0	0 Lots	
MIXED USE			2.5 AC	0.15	16,335 SF	9.0		23 DU
RESIDENTIAL	STACKED	alloc. 2,500 SF	1.4 AC			16.0		22 DU
(averaged density)	ATTACHED	3,000 SF	2.0 AC			10.0		20 DU
	SIDEYARD	4,000 SF	0.9 AC			9.0		8 DU
	SMALL LOT	6,000 SF	4.3 AC			6.0		26 DU
	MODERATE LOT	10,000 SF	3.6 AC			3.6		13 DU
	LARGE LOT	20,000 SF	0.9 AC			1.8		2 DU
	ESTATE	40,000 SF	0.0 AC			1.0		0 DU
	ACCESSORY						16 Units	
NEIGHBORHOOD TOTALS				(COMM. NET 90%)	17,838 SF		34 Units	113 DU

TOTALS	DEVELOPED AREA:	730 AC	355,384 SF	1,695 Units	3,660 DU

SUMMARY TOTALS: 10 NEIGHBORHOODS

PARKWAY			91.2 AC			
OPEN LAND	Slopes > 30%	58.0 AC	200.8 AC			
	Slopes < 30%	142.8 AC				
STREETS			165.6 AC			
PUBLIC SPACES			78.2 AC			
PUBLIC BUILDINGS			26.9 AC			
COMMERCIAL	BUSINESS / RETAIL		23.2 AC	65,857 SF (90% of gross)		
	LODGING		29.2 AC		707 Suites	
	RV		39.5 AC		711 Lots	
MIXED USE			38.1 AC	269,528 SF (90% of gross)		422 DU
RESIDENTIAL	STACKED		75.0 AC			1,487 DU
	ATTACHED		69.6 AC			820 DU
	SIDEYARD		32.7 AC			294 DU
	SMALL LOT		63.8 AC			383 DU
	MODERATE LOT		56.2 AC			202 DU
	LARGE LOT		23.5 AC			42 DU
	ESTATE LOT		8.6 AC	343.49 AC - Residential Area		9 DU
	ACCESSORY UNITS				277 Units	
TOTAL LAND OWNERSHIP			1,022 AC			
	Assume City Base Density:	at	3.5 du/ac	3,056 DU	873 AC Developable	
	Assume Base Density + 20% PDO Incentive:			3,667 DU	(1022 AC - 91 Ac - 58 AC)	

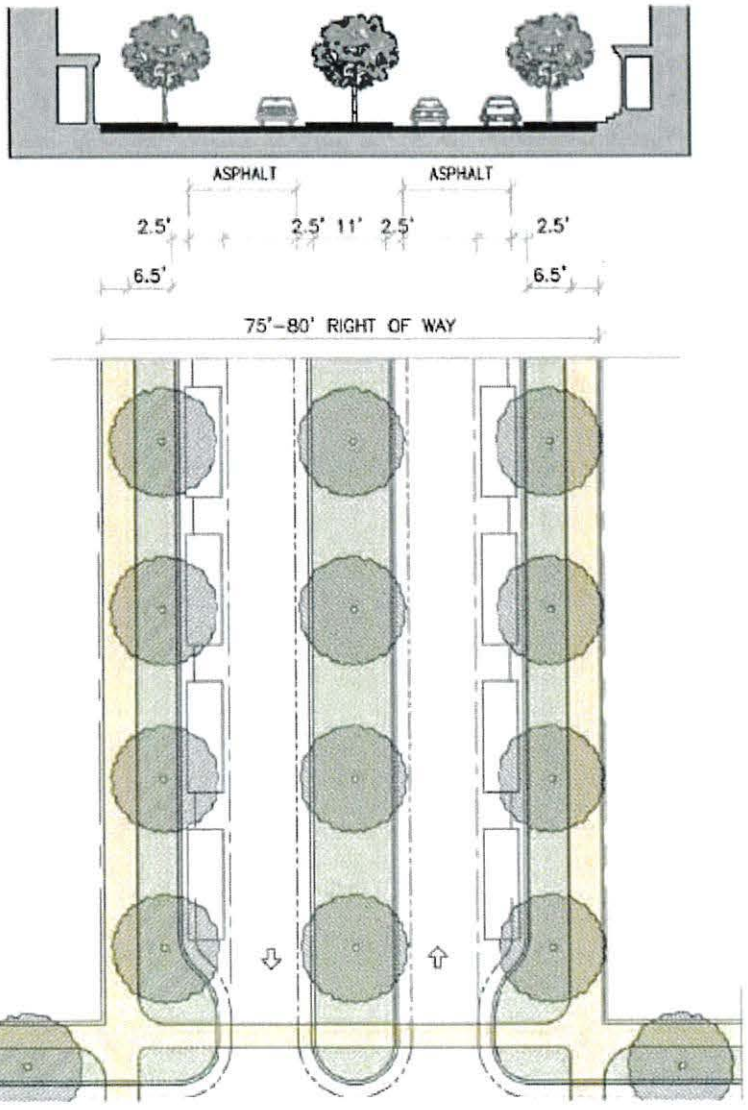
EXHIBIT D
Master Street Plan


SAND HOLLOW MESA
1/4 MILE (1,320 L.F.)
5 MINUTE WALK
III. STREET NETWORK
STREET TYPES
KEY
DIVIDED
PARKWAY
AVENUE
MIXED USE
CITY/COLLECTOR
CENTER (TURN LANE)
MAIN ST. / MIXED USE
RESIDENTIAL
CITY/LOCAL
MAIN ST. / RESIDENTIAL
LOCAL STREET
SMALL STREET
YIELD STREET
QUEUE LANE

RESIDENTIAL AVENUE
PARKING BOTH SIDES

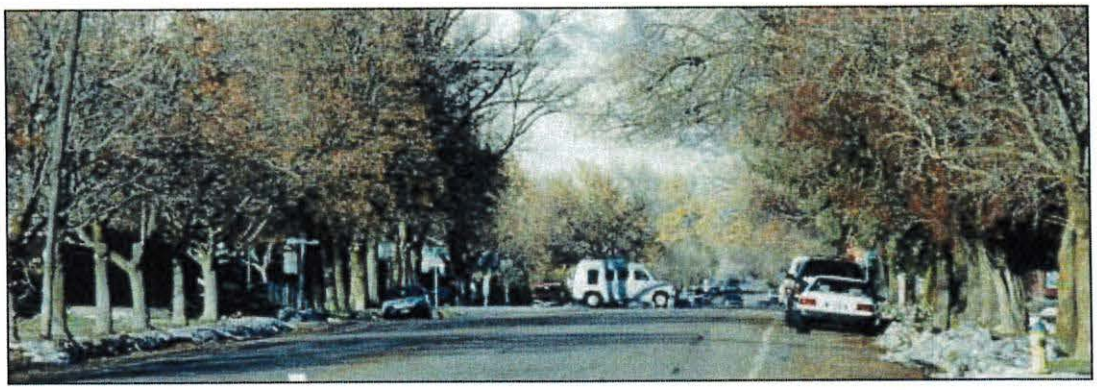
DIVIDED TRAVEL

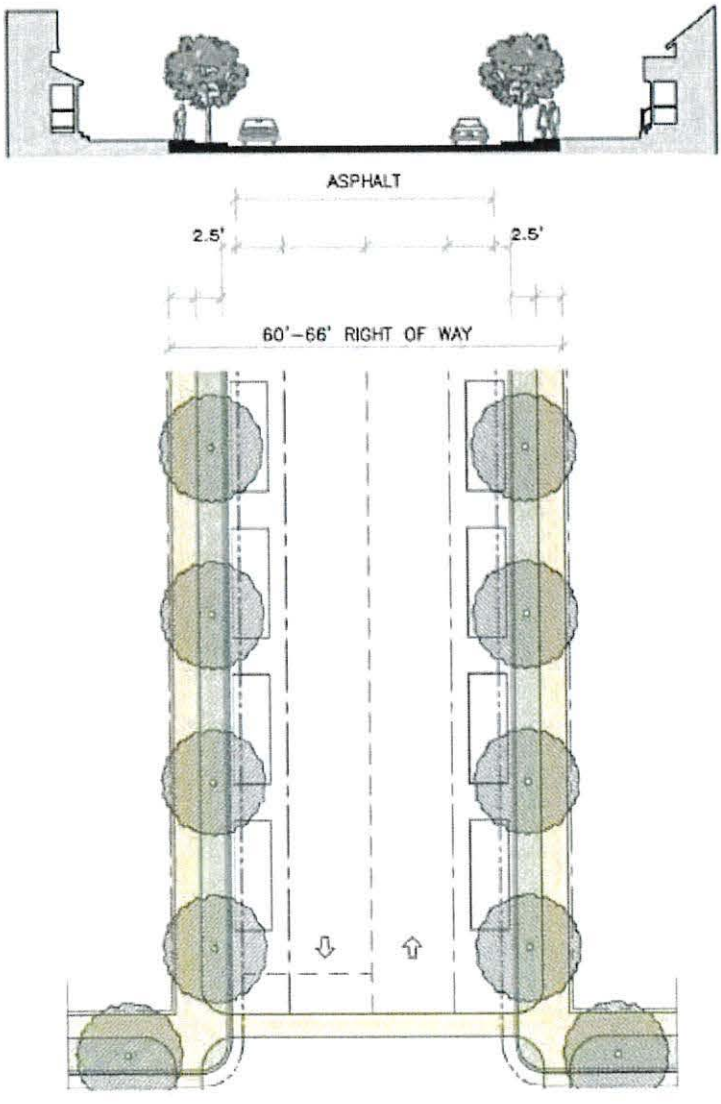




CITY/COLLECTOR
RESIDENTIAL

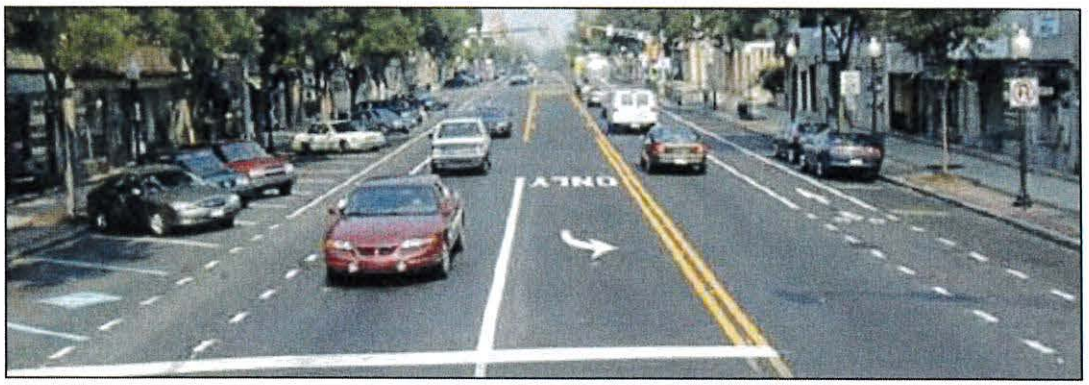
TWO WAY TRAVEL

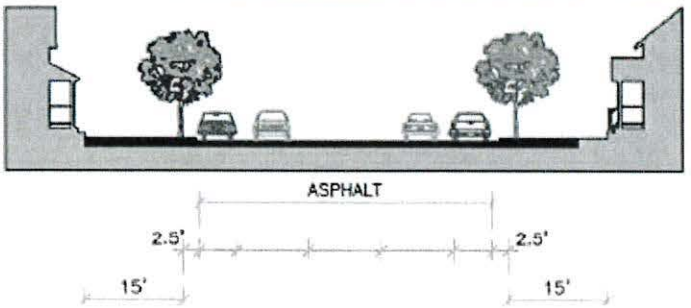




CENTER/MIXED USE
TURN LANE

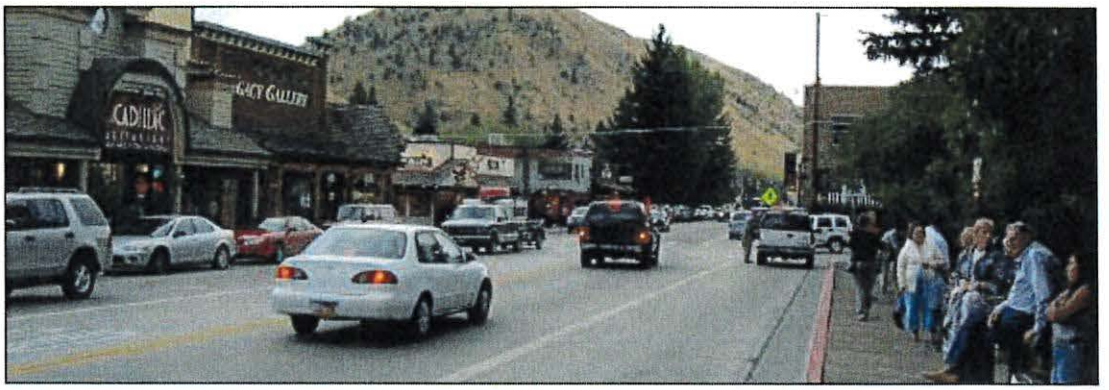
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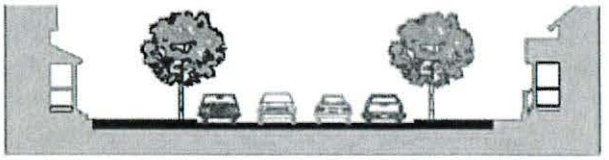


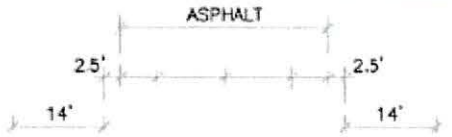


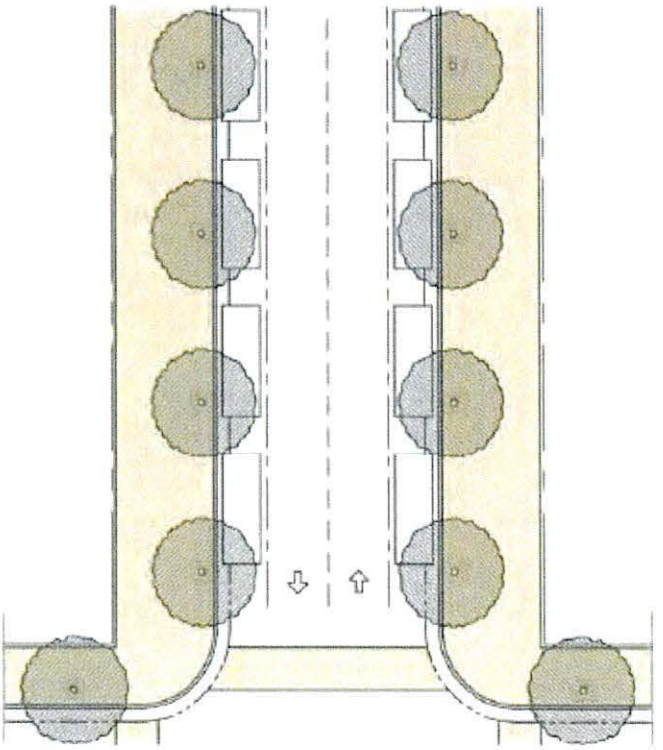
MAIN STREET/MIXED USE

TWO WAY TRAVEL



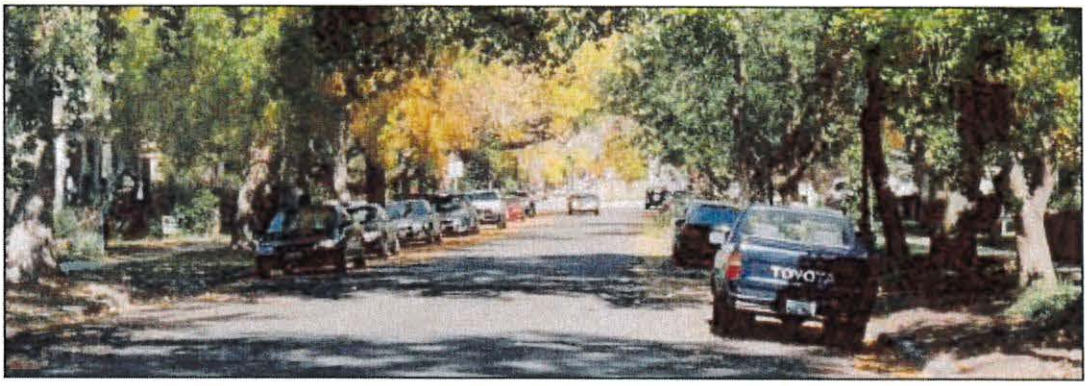


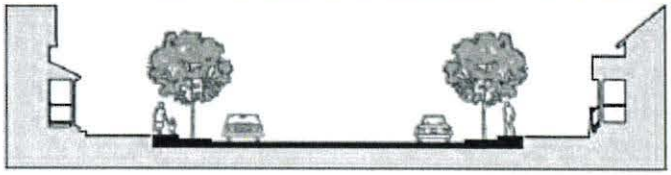


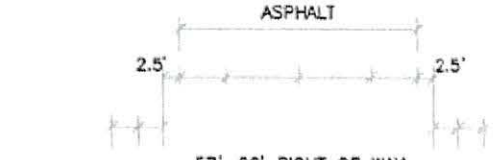


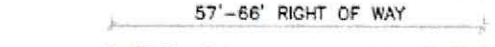
CITY/LOCAL
RESIDENTIAL

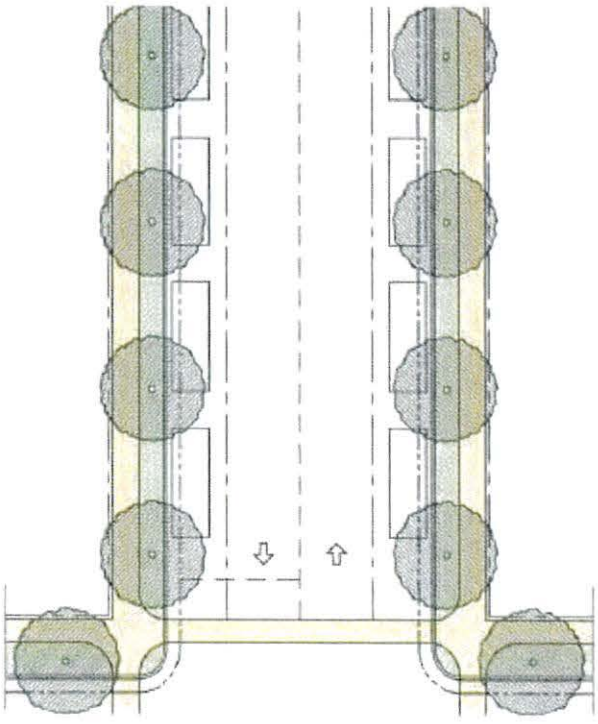
TWO WAY TRAVEL





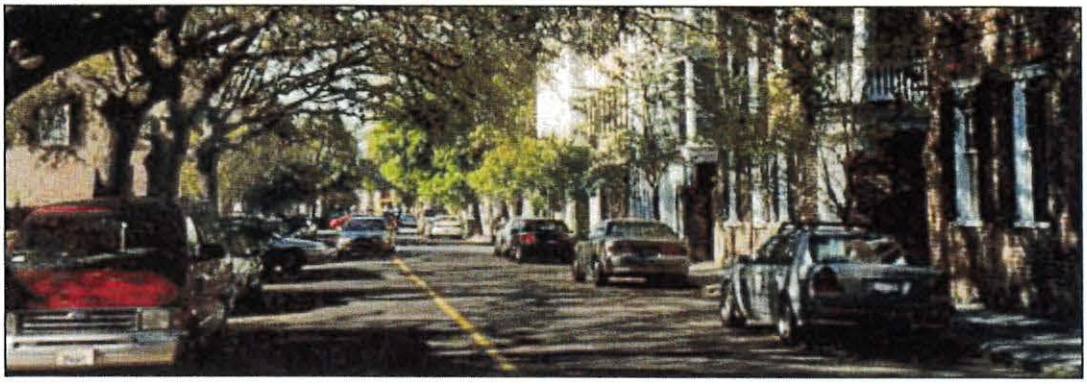


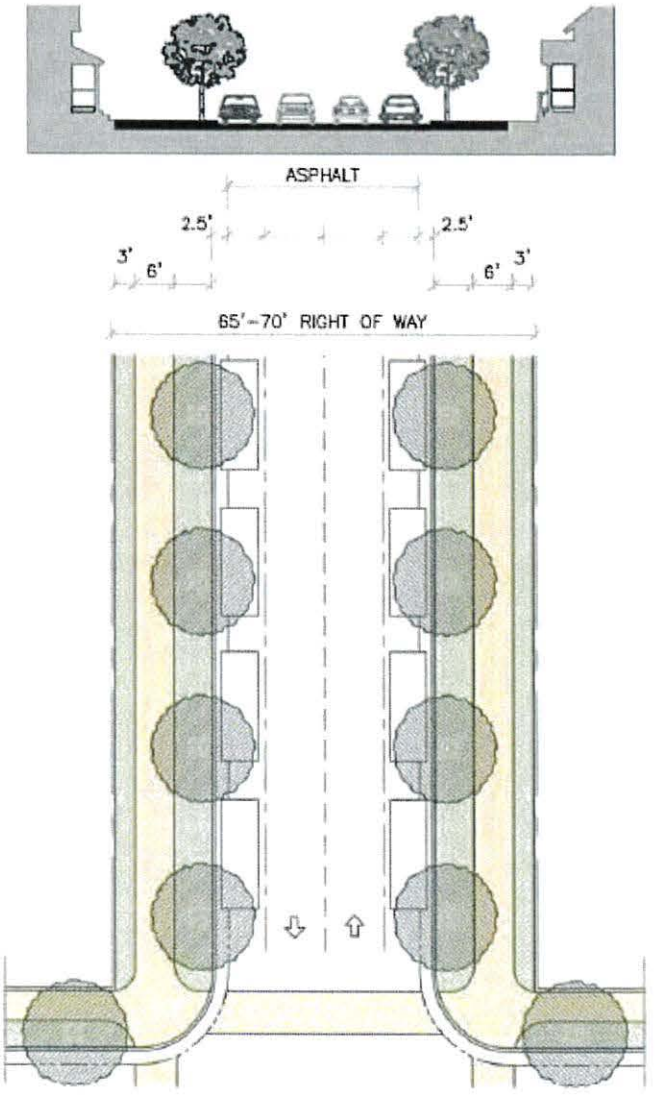




MAIN STREET/RESIDENTIAL

TWO WAY TRAVEL

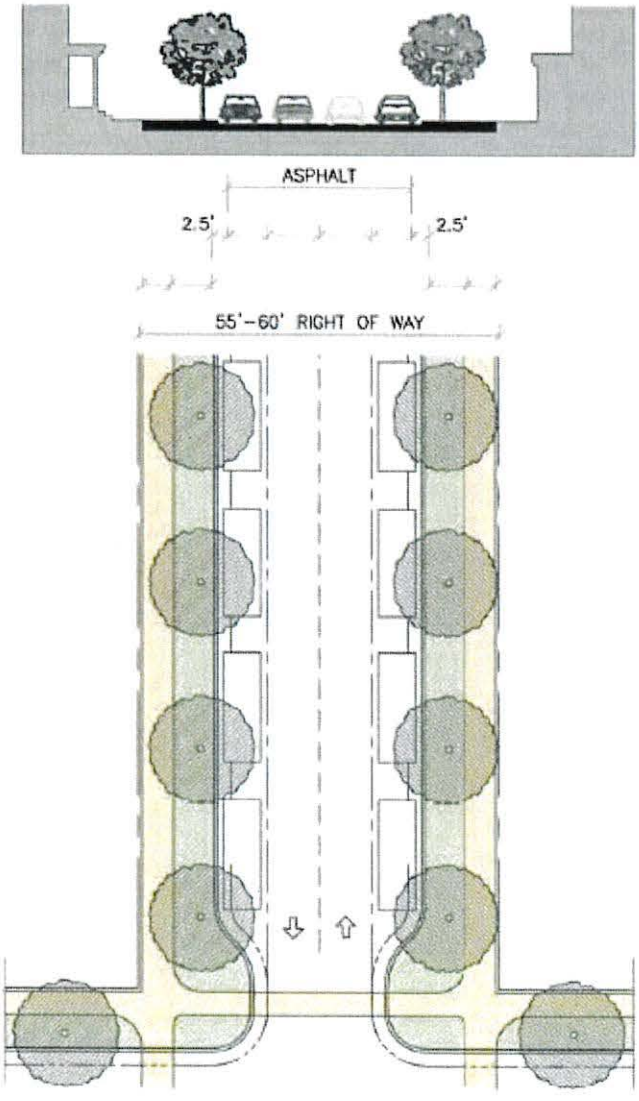




LOCAL STREET
PARKING BOTH SIDES

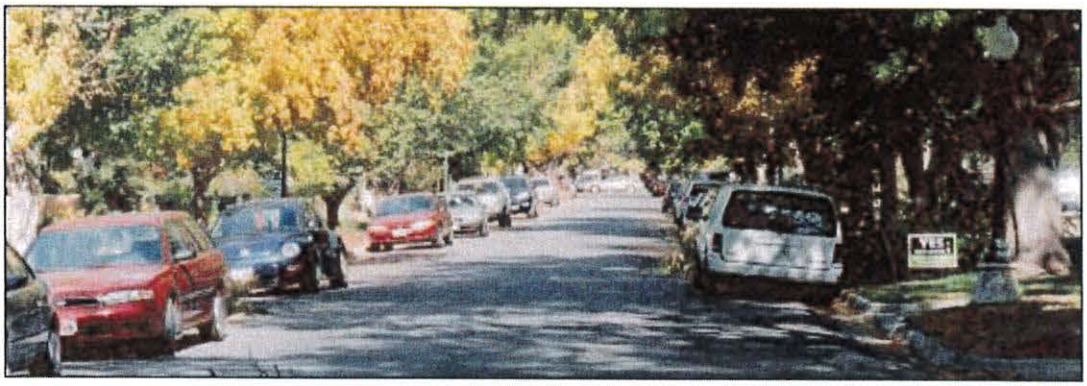
TWO WAY TRAVEL

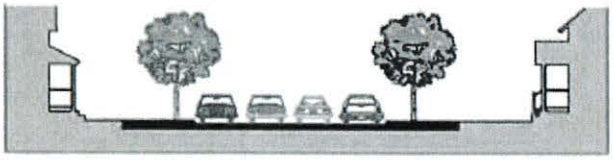




SMALL STREET
PARKING BOTH SIDES

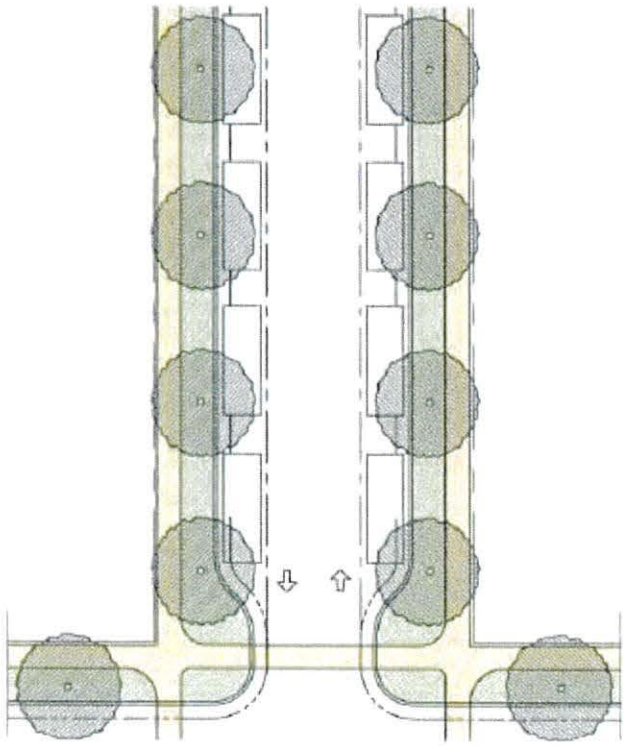
TWO WAY TRAVEL





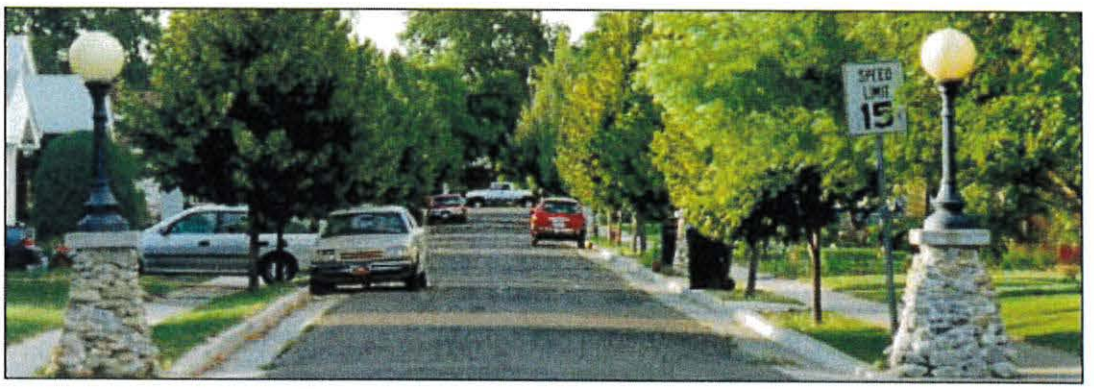


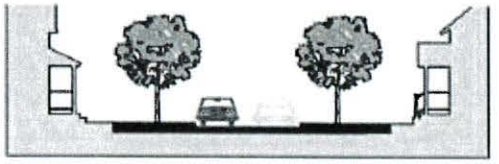


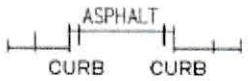


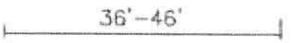
YIELD STREET (LANE)

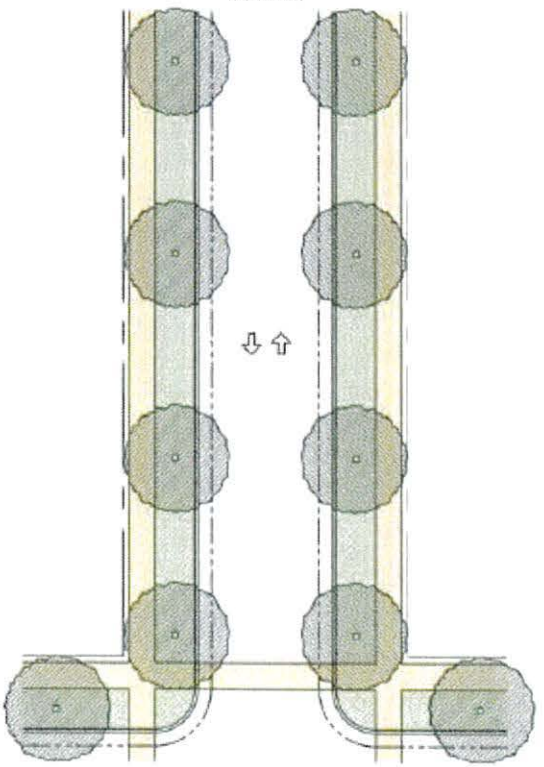
TWO WAY TRAVEL







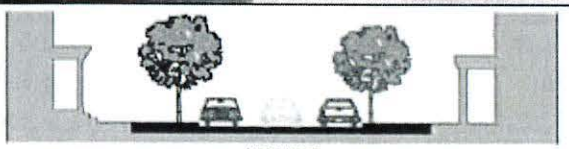


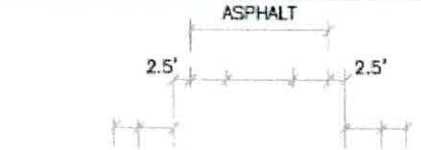


QUEUE LANE
PARKING BOTH SIDES

TWO WAY TRAVEL







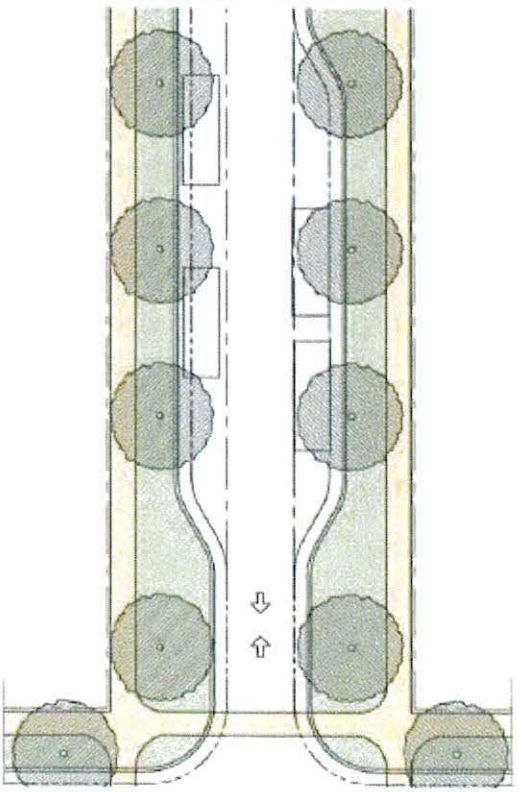


EXHIBIT E
Description of Substation
Property

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; THENCE N1°01'38"E, ALONG THE 1/4 SECTION LINE, 1086.47 FEET AND WEST 35.01 FEET TO THE POINT OF BEGINNING; THENCE N88°51'19"W 250.00 FEET; THENCE N1°01'38"E 200.00 FEET; S88°51'19"E 230.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.37 FEET THROUGH THE CENTRAL ANGLE OF 89°52'57"; THENCE S1°01'38"W 180.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 49,914.69 SQUARE FEET OR 1.146 ACRE

Hurricane Planning Commission
Meeting Minutes
December 14, 2023

Minutes of the Hurricane City Planning Commission meeting held on December 14, 2023, at 5:00 p.m. in the City Council Chambers located at 147 N. 870 West Hurricane UT, 84737

Members Present:	Mark Sampson, Shelley Goodfellow, Ralph Ballard, Rebecca Bronemann, Michelle Cloud, Brad Winder, and Kelby Iverson.
Members Excused:	Paul Farthing
Staff Present:	Planning Director Gary Cupp, City Planner Fred Resch III, City Attorney Dayton Hall, Planning Technician Brienna Spencer, and City Engineer Representative Jeremy Pickering.

5:00 p.m. - Planning Commission Business:

1. Discussion on Title 10 Chapter 39 regarding subdivisions

Gary Cupp explained that Senate Bill 174 requires new subdivision review and approval standards. The proposed land use code amendment streamlines the process and consists of the preliminary and final plat reviews. The construction drawings will be submitted with the preliminary plat, and the City Council will not be the land use authority. Staff is proposing that the Planning Commission be the land use authority. Dayton Hall explained that the legislature was concerned that City Councils could be politically driven to make decisions regarding subdivisions. Mr. Cupp reported that there is no review cycle time limit. However, the city must complete its review within twenty days. He noted that there can be up to four review cycles per the new standards. Mr. Hall reported that the city cannot add additional comments after the first review.

2. Discussion on Title 10 Chapter 32 regarding water use efficiency standards.

Dayton Hall explained that the water efficiency standard adopted by the City Council does not meet the standard for residents to qualify for the rebate program. The updated ordinance meets the water efficiency standard. Mr. Hall reviewed the changes made to the existing standards.

3. Discussion on residential hosting standards and short-term rentals in commercial zones

Gary Cupp reported that licenses for whole home vacation rentals in residential areas will no longer be issued, and the waitlist has been eliminated. This discussion pertains to extending the restrictions to short-term rentals in commercial zones to increase affordable housing. Shelley Goodfellow understands the need to limit short-term residential rentals in commercial areas. However, property owners should have the right to decide what they want to do with their property. Dayton Hall explained that licensed residential hosting allows property owners to rent short-term ADUs. The City Council feels long-term rentals will increase affordable housing. Rebecca Bronemann agrees with Mrs. Goodfellow.

Shelley Goodfellow was excused from the meeting.

6:00 p.m. - Call to Order

Roll Call
Pledge of Allegiance led by Brad Winder

Prayer and/or thought by invitation given by Kelby Iverson

Declaration of any conflicts of interest

Brad Winder motioned to approve the agenda as presented. Michelle Cloud seconded the motion. Unanimous.

Public Hearings

1. **A Zone Change Amendment request located at approximately 560 N 1380 West from R1-10, residential one unit per 10,000 square feet, to PC, planned commercial. Parcel number H-3-1-3-1142.**

Gerald Murray explained that the plan includes low-income housing on the rear end of the property with commercial use on the front of the property.

Mary Helm owns commercial property to the west of this parcel. She is not opposed to the zone change. However, she is being denied access, and she asked where the applicant's access will be located.

2. **A Zone Change Amendment request located along Future Sand Hollow East Road and Flora Tech Road from RM-3, multifamily 15 units per acre; R1-6, single family residential one unit per 6,000 sq ft; R1-15, single family residential one unit per 15,000 sq ft; OS, open space, and HC, highway commercial to RM-3, multifamily 15 units per acre and PC, planned commercial. Parcels H-4-2-1-1112-GS1, H-4-2-1-11112-GS1, H-4-2-1-1103-GS1, H-4-2-1-1109-GS2, H-3-2-6-1410-GS1.**

No comments

3. **A Zone Change Amendment request located at 2860 W 200 North to amend the existing Canyons RV Planned Development Overlay to approve a density bonus. Parcel number H-3-1-32-4409.**

Dean Harrington lives in Sky Ridge. This trailer park and traffic will devalue the homes in Sky Ridge.

Susan Eartman lives in Sky Ridge. She is also opposed to the zone change. This development will decrease her home value, and the only access to the development is through Sky Ridge.

Cynthia lives in Sky Ridge. She reiterated the previous comments. The homeowners in the area paid a premium for their views. Trailer homes will be an unsightly view.

Pamela Zimbolocity lives in Canyons. She asked if there is a guarantee that moving the rocks will not damage the homes below.

Caroline Robinson lives in Canyons. She asked for clarification on the density bonus. Mark Sampson explained the intent of a density bonus.

4. **A Zone Change Amendment request located at 119 S 700 West from RM-2, multifamily 10 units per acre, to GC, general commercial, to allow for a short-term rental unit. Parcel number H-266-J-1.**

No comments

5. **A Land Use Amendment request to Title 10, Chapter 32 regarding water use efficiency standards.**

An attendee asked for clarification of the proposed update. Mark Sampson reviewed the proposed amendment.

6. **A Land Use Amendment request to Title 10, Chapter 39 regarding subdivisions.**

No comments

Kelby Iverson was excused from the meeting.

NEW BUSINESS

1. ZC23-26 PSP23-39: Discussion and consideration of a possible approval of a Zone Change Amendment request located at 560 N 1380 W from R1-10, single family residential one unit per 10,000 sq ft to PC, planned commercial. Parcel H-3-1-33-4882. Roger and Leslie Coleman Applicant. Gerald Muray, Agent.

Michelle Cloud feels this affirmatively answers the four-zone change criteria. Gary Cupp explained that private access will be eliminated, and public access will come from the Master Planned Roadway. Fred Resch III shared that there is public access to the north and south of the property.

Rebecca Bronemann motioned a recommendation of approval of ZC23-26 and PSP23-39 subject to staff and JUC comments acknowledging that the access from 600 North will need to be removed. Michelle Cloud seconded the motion. Unanimous.

Shelley Goodfellow rejoined the meeting at 6:30 p.m.

2. ZC23-23 PSP23-40: Discussion and consideration of a recommendation to the City Council on a Zone Change Amendment request located along Future Sand Hollow East Road and Flora Tech Road from RM-3, multifamily 15 units per acre; R1-6, single family residential one unit per 6,000 sq ft; R1-15, single family residential one unit per 15,000 sq ft; OS, open space, and HC, highway commercial to RM-3, multifamily 15 units per acre and PC, planned commercial. Parcels H-4-2-1-1112-GS1, H-4-2-1-11112-GS1, H-4-2-1-1103-GS1, H-4-2-1-1109-GS2, H-3-2-6-1410-GS1. Western Mortgage and Realty Co, Applicant. Karl Rasmussen, Agent.

Karl Rasmussen requested to table the item. He reviewed the map, current construction, the roadway, and services in the PID area. He asked for the Planning Commission's input on the planned commercial area. Michelle Cloud asked how many RM-3 units would be eliminated. Fred Resch III shared that 195 RM-3 units will be removed.

Ralph Ballard motioned to table ZC23-23 and PSP23-40. Rebecca Bronemann seconded the motion. Unanimous.

3. ZC23-28 PSP23-32: Discussion and consideration on a recommendation to the City Council on a Zone Change Amendment request to amend the existing Canyons RV Planned Development Overlay to approve a density bonus and approve the preliminary site plan for Ridge Crest, a 53 lot manufactured home subdivision located at 2860 W 200 N. VE Management and Investments Co, Applicant. Brandee Walker, Agent

Jovi Venuti reported that the property owner is working on 100 North access. He noted that the neighboring property does not back up to this property and explained that this is the Canyons RV PDO, not the Canyons RV Park. The lots in this subdivision are larger than the Canyons RV Park's. The homes are stick-frame modular homes, and he does not think this will decrease the property values in Sky Ridge. Dayton Hall explained that the applicant is seeking a density bonus. The applicant is proposing additional open space in exchange for three additional units.

Rebecca Bronemann motioned a recommendation of approval of ZC23-28 and PSP23-32 subject to staff and JUC comments and based on the findings that the open space is adequate for the density bonus. Brad Winder seconded the motion. Unanimous.

4. ZC23-25: Discussion and consideration of a recommendation to the City Council on a Zone Change Amendment request located at 119 S 700 W from RM-2, multifamily 10 units per acre, to GC, General Commercial. Parcel H-266-J-1. Oliver and Rebekah Radtke, Applicant

Oliver Radtke and his wife purchased the duplex two years ago. The units are currently long-term rentals. They are seeking a zone change to allow for short-term rentals. Mr. Radtke reviewed staff comments and his responses. He provided a map showing the location of commercial businesses in the area, noting that the proposed zone change is harmonious with the current development. He explained that the unit has a three-car garage and a wide driveway, noting that this should satisfy the parking requirements. Shelley Goodfellow feels this meets the four-zone change criteria. However, she is concerned about the precedent this will set. Michelle Cloud does not think this meets the zone change criteria. She acknowledges that the property is between two commercial units. Fred Resch III shared that no documentation shows the properties are zoned commercial. Rebecca Broneman noted the business surrounding this property and acknowledged the heavy traffic on 700 West. She is not opposed to changing the zoning to allow a vacation rental. Ralph Ballard feels this property better fits commercial zoning. He expressed concern regarding access off of 700 West. Mrs. Goodfellow asked if the property could be changed to allow access to 150 South. Mr. Resch III needs to review the standard to determine that. Gary Cupp noted that the business license will not be approved without adequate parking.

Shelley Goodfellow motioned a recommendation of approval of ZC23-25 because it is consistent with the objective and policies of the General Plan, is harmonious with the overall character of the development in the vicinity, will not adversely affect the adjacent properties, and has adequate services. Rebecca Bronemann seconded the motion. Michell Cloud, Shelley Goodfellow, Rebecca Broneman, Ralph Ballard, Kelby Iverson, and Mark Sampson – aye. Brad Winder – nay. Motion carries.

5. LUCA23-11: Discussion and consideration of a possible recommendation to the City Council on a Land Use Code Amendment to Title 10, Chapter 32 of the City Code pertaining to water use efficiency standards. Hurricane City Applicant.

Shelley Goodfellow asked if the square feet water feature standard could be increased to seventy-five feet. Dayton Hall reported that the Washington County Water Conservancy District water feature standard is twenty-five square feet. If the city deviates from the standard, residents cannot qualify for the rebate program.

Michelle Cloud motioned a recommendation of approval of LUCA23-11. Brad Winder seconded the motion. Rebecca Bronemann, Mark Sampson, Michelle Cloud, Brad Winder, and Kelby Iverson – aye. Ralph Ballard and Shelly Goodfellow – nay. Motion carries.

Shelley Goodfellow feels the restrictions are too broad. Noting that pool restrictions are more important than water feature restrictions. Ralph Ballard agrees.

6. LUCA23-12: Discussion and consideration of a recommendation to the City Council on a Land Use Code Amendment to Title 10 Chapter 39 regarding subdivisions

Ralph Ballard motioned a recommendation of LUCA23-12. Shelley Goodfellow seconded the motion. Roll call vote. Unanimous.

7. PP23-26: Discussion and consideration of a recommendation to the City Council on a preliminary plat for Sand Hollow Mesa Neighborhood Six, a 623 lot residential subdivision located north of 3900 S and between 2100 W and 2400 W. Thane Smith-Romney Group, Applicant. Karl Rasmussen, Agent.

Karl Rasmussen reported that the applicant has requested to table the item while they work through utility issues. He provided a summary of the Sand Hollow Mesa Master Planned subdivision. This plat pertains to the sixth neighborhood.

Rebecca Bronemann motioned to table PP23-26. Kelby Iverson seconded the motion. Unanimous.

8. PP23-27: Discussion and consideration of a recommendation to the City Council on a preliminary plat for Horseman's Edge & Hurricane Cliffs Industrial, a six lot residential

subdivision and 23 lot industrial subdivision located at 3155 S 1100 W. Scott Stratton, Applicant. Karl Rasmussen, Agent.

Fred Resch III reviewed the history and rezoning of the project. Scott Stratton reported that residential and industrial are included on the preliminary plat. Phase 3 is undetermined.

Michelle Cloud motioned a recommendation of approval of PP23-27, subject to staff and JUC comments. Shelley Goodfellow seconded the motion. Unanimous.

9. PP23-28: Discussion and consideration of a recommendation to the City Council on a preliminary plat for Hurricane Heights Townhomes Phase 5, a two-lot townhome subdivision located at 475 N 500 W. HH5, LLC, Applicant. Bret Peterson, Agent.

Bret Peterson reported this is the last phase of the Hurricane Heights Townhomes subdivision. The retention was moved, and the applicant is requesting an additional duplex.

Shelley Goodfellow motioned a recommendation of approval of PP23-28. Michelle Cloud seconded the motion. Unanimous.

10. FSP23-60: Discussion and consideration of a possible approval of a final site plan for Mountain View Apartments, a 31-unit apartment complex, located at 60 S 925 W. Interstate Rock Products, Applicant. Chase Stratton, Agent.

Rebecca Bronemann motioned to approve FSP23-60 subject to staff and JUC comments. Shelley Goodfellow seconded the motion. Unanimous.

11. PSP23-41: Discussion and consideration of a possible approval of a preliminary site plan for Suites on Nine, a six-unit short-term rental complex located at 1580 W State St. Travis Barney, Applicant.

Barry Thompson reported that one unit is dedicated to onsite management.

Brad Winder motioned to approve PSP23-41 subject to staff and JUC comments. Rebecca Bronemann seconded the motion. Unanimous.

12. AFP23-18: Discussion and consideration of a recommendation to the City Council on an amended final plat for Dixie Springs Plat C located at 3700 W 2640 S Circle. Heather Hugie, Applicant. Rosenberg Associates, Agent.

Mike Hugie explained that they seek approval to combine two lots to build a house and an RV garage.

Shelley Goodfellow motioned a recommendation of approval of AFP23-18 subject to staff and JUC comments. Rebecca Bronemann seconded the motion. Unanimous.

13. FSP23-61: Discussion and consideration of a possible approval of a final site plan for Cedar Post Rentals, a four-unit short-term rental complex located at 72 W State St. Jill Hamblin, Applicant.

Jill Hamblin reported that nothing has changed from the original proposal. They are planning to build a wall to separate commercial and residential. Fred Resch III shared that they need an approved parking modification because of the shared parking.

Rebecca Bronemann motioned to approve FSP23-61 subject to staff and JUC conditional upon an approved agreement between the applicant and adjacent business to share parking and approval of the parking modification. Ralph Ballard seconded the motion.

14. 2022-PP-29: Discussion and consideration of a possible approval of an extension of the preliminary plat approval for Hurricane Heights Hobby Garages, a 33 lot hobby garages development located at 400 N 700 W. Max Stokes, Applicant. Brandee Walker, Agent.

Kelby Iverson motioned to approve the extension for 2022-PP-29. Brad Winder seconded the motion. Unanimous.

15. FSP23-63: Discussion and consideration of a possible approval of a final site plan for Forsyth Triplex, a three-unit apartment building located at 163 N Main St. Zachary Forsyth Applicant.

Shelley Goodfellow motioned to approve FSP23-63 subject to staff and JUC comments. Michelle Cloud seconded the motion. Unanimous.

16. FSP23-64: Discussion and consideration of a possible approval of a final site plan for Foryth duplex, a duplex located at 383 N Main St. Zachary Forsyth, Applicant.

Zack Forsyth explained that he intends to remove the home on the property to build a duplex. An orchard will be on the back of the property to avoid planting trees in the utility easement. He has a prescriptive easement of use along 390 North. He also has adequate property for the driveways and garages. Ralph Ballard expressed concern about the location of the fire hydrant. Mr. Forsyth stated that the fire hydrant will be moved to the south.

Kelby Iverson motioned to approve FSP23-64 subject to staff and JUC comments. Ralph Ballard seconded the motion. Unanimous.

17. CUP23-20: Discussion and consideration of a possible approval of a conditional use permit for a building of greater height and size located at 507 N 3650 W. Quay Stratton, Applicant.

Ralph Ballard motioned to approve CUP23-20 subject to staff and JUC comments. Shelley Goodfellow seconded the motion. Unanimous.

18. Consideration and possible approval of the 2024 meeting schedule

Rebecca Bronemann motioned to approve the 2024 meeting schedule as presented. Michelle Cloud seconded the motion. Unanimous.

Approval of Minutes:

1. October 26th, 2023

Michelle Cloud motioned to approve the October 26, 2023, minutes. Rebecca Bronemann seconded the motion. Unanimous.

2. November 9, 2023

As presented, Michelle Cloud motioned to approve the November 9, 2023, minutes. Rebecca Bronemann seconded the motion. Unanimous.

Rebecca Bronemann motioned to adjourn the meeting. Michelle Cloud seconded the motion. Unanimous.

Adjournment at 8:29 p.m.

4

DOC # 20250035840
Special Warranty Deed Page 1 of 6
Gary Christensen Washington County Recorder
10/17/2025 12:42:54 PM Fee $ 40.00
By HURRICANE CITY

WHEN RECORDED, PLEASE RETURN TO:

Hurricane City Manager
147 North 870 West
Hurricane, Utah 84737

Affects Parcel Id. No.: H-3410-H-SH1

SPECIAL WARRANTY DEED

TOQUERVILLE ENTERPRISES, LLC, a Nevada limited liability company, Grantor, hereby conveys and warrants, against all claiming by, through or under it, to HURRICANE CITY, a Utah political subdivision, Grantee, the following described tract of land in Washington County, State of Utah ("Property"), more particularly described as:

(See Exhibit A attached hereto and made a part hereof)

SUBJECT TO all easements, restrictions, rights-of-way, and other matters of record or enforceable at law or in equity, and taxes and assessments for the current year and thereafter.

TO HAVE AND TO HOLD the Property herein granted, together with all appurtenances and all estates and rights of Grantor in and to the same, unto Grantee.

The foregoing division is made pursuant to Utah Code Ann. § 10-9a-103(76)(c)(iii), in that it (i) is made in anticipation of future land use approvals, (ii) does not confer any land use approvals, and (iii) has not been approved by the applicable land use authority beyond the reference described in the development agreement approved by Grantee.

WITNESS the hand of said Grantor this day of October, 2025.

GRANTOR:

TOQUERVILLE ENTERPRISES, LLC,
a Nevada limited liability company

Yvone S. Mendenhall, Manager

Kevin Spilsbury, Authorized Signer

1

Unofficial Copy

EXHIBIT A
TO
SPECIAL WARRANTY DEED

That certain real property located in Washington County, Utah, more particularly described as follows:

Description of Substation Property

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; THENCE N1°01'38"E. ALONG THE 1/4 SECTION LINE, 1086.47 FEET AND WEST 35.01 FEET TO THE POINT OF BEGINNING; THENCE N88°51'19"W 250.00 FEET; THENCE N1°01'38"E 200.00 FEET; S88°51'19"E 230.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.37 FEET THROUGH THE CENTRAL ANGLE OF 89°52'57"; THENCE S1°01'38"W 180.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 49,914.69 SQUARE FEET OR 1.146 ACRE

KBS

Unofficial Copy

STATE OF ~~UTAH~~ California)
: ss.
COUNTY OF ~~WASHINGTON~~ San Diego)

On the 15 day of October, 2025, personally appeared before me Vyonne S. Mendenhall and Kevin Spilsbury, who being first duly sworn did say that they are the Manager and Authorized Signer, respectively, of Toquerville Enterprises, LLC, a Nevada limited liabilty company, and that they have signed the foregoing Special Warranty Deed on behalf of said company for the purposes stated therin.

NOTARY PUBLIC

Lise Ghazarian

LISA GHAZARIAN
COMM. #2523237
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
MY COMM. EXPIRES JUL. 13, 2029

KBS

Unofficial Copy

WHEN RECORDED, PLEASE RETURN TO:

Hurricane City Manager
147 North 870 West
Hurricane, Utah 84737

Affects Parcel Id. No.: H-3410-H-SH1

SPECIAL WARRANTY DEED

TOQUERVILLE ENTERPRISES, LLC, a Nevada limited liability company, Grantor, hereby conveys and warrants, against all claiming by, through or under it, to HURRICANE CITY, a Utah political subdivision, Grantee, the following described tract of land in Washington County, State of Utah ("Property"), more particularly described as:

(See Exhibit A attached hereto and made a part hereof)

SUBJECT TO all easements, restrictions, rights-of-way, and other matters of record or enforceable at law or in equity, and taxes and assessments for the current year and thereafter.

TO HAVE AND TO HOLD the Property herein granted, together with all appurtenances and all estates and rights of Grantor in and to the same, unto Grantee.

The foregoing division is made pursuant to Utah Code Ann. § 10-9a-103(76)(c)(iii), in that it (i) is made in anticipation of future land use approvals, (ii) does not confer any land use approvals, and (iii) has not been approved by the applicable land use authority beyond the reference described in the development agreement approved by Grantee.

WITNESS the hand of said Grantor this day of October, 2025.

GRANTOR:

TOQUERVILLE ENTERPRISES, LLC,
a Nevada limited liability company

Vyone S. Mendenhall, Manager

Kevin Spilsbury, Authorized Signer

STATE OF NEVADA)
: ss.
COUNTY OF CLARK)

On the 14 day of October, 2025, personally appeared before me Vyonne S. Mendenhall and ~~Kevin Spilsbury~~ AP, who being first duly sworn did say that they are the Manager and Authorized Signer, respectively, of Toquerville Enterprises, LLC, a Nevada limited liabilty company, and that they have signed the foregoing Special Warranty Deed on behalf of said company for the purposes stated therin.

NOTARY PUBLIC

Alyssa Pangelinan
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-7750-01
My Appt. Expires: March 10, 2026

Unofficial Copy

EXHIBIT A
TO
SPECIAL WARRANTY DEED

That certain real property located in Washington County, Utah, more particularly described as follows:

Description of Substation Property

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 20, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN; THENCE N1°01'38"E, ALONG THE 1/4 SECTION LINE, 1086.47 FEET AND WEST 35.01 FEET TO THE POINT OF BEGINNING; THENCE N88°51'19"W 250.00 FEET; THENCE N1°01'38"E 200.00 FEET; S88°51'19"E 230.04 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT 31.37 FEET THROUGH THE CENTRAL ANGLE OF 89°52'57"; THENCE S1°01'38"W 180.04 FEET TO THE POINT OF BEGINNING.
CONTAINING 49,914.69 SQUARE FEET OR 1.146 ACRE

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

ADDITIONAL NOTES

STORM WATER CAN BE LOCALLY RETAINED AND CONTROLLED USING RETENTION BASINS. THIS IS THE METHOD TO HANDLE STORM WATER.

RETAINING THE 10-YR STORM IS ALL THAT'S REQUIRED. WHERE ARE THE PROPOSED BASINS?

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROPERTY IS ZONED AS:
RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE
R1-10: RESIDENTIAL - 1 UNIT PER 10,000 SQ. FT.
SAND HOLLOW MESA PDO

THE PARENT PARCELS FOR THIS SUBDIVISION ARE:
H-3399-I-SH1, H-3399-B-SH1, H-3399-A-SH1, H-3399-D-SH1, H-3400-G-SH1, H-3400-F-SH1, H-3399-C-SH1, AND H-3400-B-SH1

OWNERS:

WESTERN STATES VENTURES SG LLC
2265 E MURRAY HOLLADAY RD
SALT LAKE CITY, UT 84117-5397

TOQUERVILLE ENTERPRISES L C
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BASIS OF BEARINGS

BASIS OF BEARINGS IS S88°55'38"E 5277.10 FEET FROM THE WEST QUARTER (1/4) CORNER TO THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

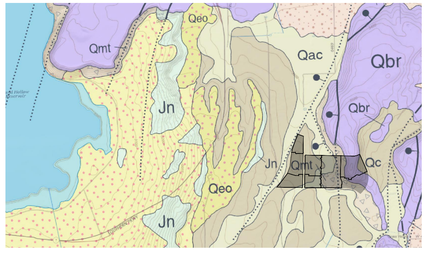
GEOLOGICAL NARRATIVE:

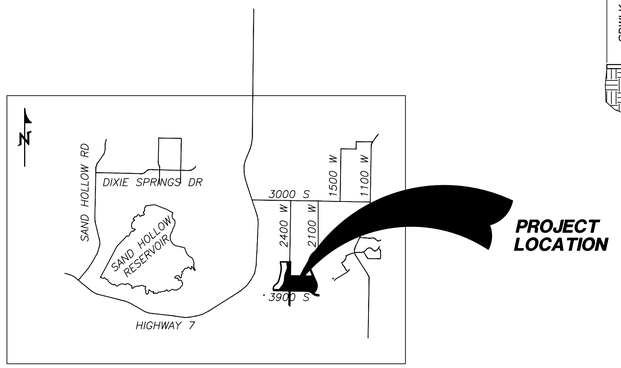
QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QAC: ALLUVIAL AND COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY TO MODERATELY SORTED, GENERALLY POORLY STRATIFIED, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY IN SWALES, SMALL DRAINAGES, AND THE UPPER REACHES OF LARGE STREAMS BY FLUVIAL, SLOPE-WASH, AND CREEP PROCESSES; GRADATIONAL WITH BOTH ALLUVIAL AND COLLUVIAL DEPOSITS; OLDER DEPOSITS (QACO) INCLUDE GYPCRETE (SILT TO SMALL BOULDERS CEMENTED BY GYPSUM) ALONG THE MOENKOPI OUTCROP BELT JUST WEST OF ST. GEORGE THAT IS AS MUCH AS 10 FEET (3 M) THICK; OLDER DEPOSITS FORM INCISED, INACTIVE SURFACES COMMONLY INCISED BY YOUNGER (QAC) DEPOSITS; GENERALLY LESS THAN 30 FEET (9 M) THICK.

QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QBR: REMNANTS LAVA FLOW (LOWER PLEISTOCENE)
DARK-BROWNISH-BLACK TO DARK-GRAY, MEDIUM-GRAINED BASANITE WITH SMALL OLIVINE PHENOCRYSTS; ERUPTED FROM A DEEPLY ERODED VENT ATOP THE HURRICANE CLIFFS AT THE "THREE BROTHERS," ABOUT 5 MILES (8 KM) SOUTH OF HURRICANE; DISPLACED BY THE HURRICANE FAULT ABOUT 1450 FEET (440 M); YIELDED PREFERRED 40AR/39AR PLATEAU AGES OF 1.06 ± 0.03 MA (1.07 ± 0.08 MA ISOCHRON) AND 0.94 ± 0.04 MA (0.94 ± 0.05 MA ISOCHRON) (HAYDEN, 2004A) AND AN ANOMALOUS 40AR/39AR PLATEAU AGE OF 1.47 ± 0.34 MA (1.12 ± 0.50 MA ISOCHRON) (LUND AND OTHERS, 2001, 2007A); TYPICALLY ABOUT 40 FEET (12 M) THICK.





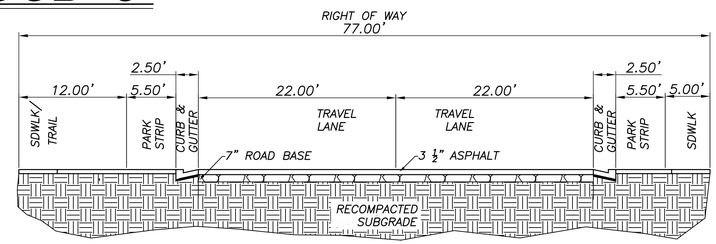
VICINITY MAP
N.T.S.

LEGAL DESCRIPTION PHASES 1-5

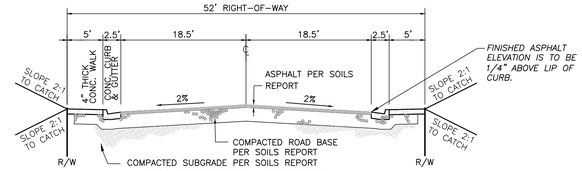
BEGINNING AT THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE N88°55'38"W ALONG THE CENTER QUARTER SECTION LINE, 708.35 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE WESTERLY ALONG SAID LINE THE FOLLOWING THREE (3) COURSES: 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 384.99 FEET, HAVING A RADIUS OF 807.00 FEET AND A RADIAL BEARING OF S28°24'15"W, THROUGH A CENTRAL ANGLE OF 27°20'02" (LONG CHORD BEARS: N75°15'46"W 381.35 FEET); 2) THENCE N88°55'47"W 243.68 FEET; 3) THENCE N89°40'42"W 1267.02 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 31.64 FEET, THROUGH A CENTRAL ANGLE OF 90°38'25", (LONG CHORD BEARS: N44°21'29"W 28.44 FEET) TO THE EAST RIGHT-OF-WAY LINE OF 2400 WEST; THENCE N00°57'43"E ALONG SAID LINE, 1224.21 FEET;; THENCE S88°52'39"E 1283.35 FEET; THENCE S88°52'39"E 1319.09 FEET; THENCE S00°39'45"W 1315.41 FEET TO THE POINT OF BEGINNING.
AREA CONTAINS 3,281,038 SQUARE FEET OR 75.322 ACRES.

LEGAL DESCRIPTION PHASES 6-8

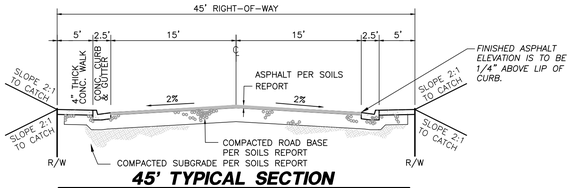
COMMENCING AT THE NORTH QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE S00°55'44"W ALONG THE QUARTER SECTION LINE, 53.81 FEET; THENCE N89°04'16"W 37.82 FEET TO THE POINT OF BEGINNING.
THENCE S01°05'05"W 1264.34 FEET; THENCE S00°57'43"W 1339.93 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT A DISTANCE OF 30.18 FEET, HAVING A RADIUS OF 20.00 FEET AND A RADIAL BEARING OF S87°31'04"W, THROUGH A CENTRAL ANGLE OF 86°26'45" (LONG CHORD BEARS: N45°42'19"W 27.39 FEET); THENCE N88°55'41"W 1108.15 FEET; THENCE N01°04'19"E 77.00 FEET; THENCE N37°19'38"E 865.31 FEET; THENCE N26°46'36"E 109.92 FEET; THENCE N02°53'19"E 392.08 FEET; THENCE N08°00'26"E 304.97 FEET; THENCE N26°17'39"E 345.64 FEET; THENCE N18°33'36"E 377.74 FEET; THENCE N05°19'46"E 157.89 FEET; THENCE N09°58'30"W 202.94 FEET; THENCE S88°48'52"E 271.55 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 12.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 18.83 FEET, THROUGH A CENTRAL ANGLE OF 89°53'57", (LONG CHORD BEARS: S43°51'53"E 16.96 FEET); TO THE POINT OF BEGINNING.
AREA CONTAINS 1478488 SQUARE FEET OR 33.941 ACRES.



77' TYPICAL SECTION
N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION

CROSS SECTION FOR 3500 S SHOULD BE INCLUDED.

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	SPECIAL STUDY AREA, UNKNOWN, APPROX/BUR
LIQUEFACTION	H2 – HIGH2–SIMILAR IN TEXTURE TO HIGH CATEGORY, NO GROUND–WATER INFORMATION M2 – SIMILAR IN TEXTURE TO MODERATE CATEGORY, NO GROUND–WATER INFORMATION L2 – LOW2–SIMILAR IN TEXTURAL CHARACTERISTICS TO LOW, NO GROUND–WATER INFORMATION
FLOODING	ZONE X – AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	L – LOW: AREAS WHERE CATEGORY D GEOLOGIC UNITS CROP OUT ON SLOPES GREATER THAN 30 PERCENT (16.7°)
ROCKFALL HAZARD	M–MODERATE ROCK–FALL–HAZARD
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA – CALICHE
COLLAPSIBLE SOIL	CSA – STREAM/TERRACE ALLUVIUM >=3% CSB – STREAM/TERRACE ALLUVIUM, NO DATA CSC–FAN ALLUVIUM, HOLOCENE
EXPANSIVE SOIL	ESL–SOILS WITH LOW SUSCEPTIBILITY FOR EXPANSION ESM–SOILS WITH MODERATE SUSCEPTIBILITY FOR EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES–SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB–BURIED: AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤10 FEET BENEATH SOIL COVER BRH–HARD: AREAS WHERE GENERALLY HARD AND RESISTANT BEDROCK VISIBLE AT GROUND SURFACE
WIND BLOWN SAND	WBSL–LOW: MIXED–UNIT GEOLOGIC DEPOSITS WITH WIND–BLOWN COMPONENT
SHALLOW GROUND WATER	WBSH–HIGH: MODERN SAND–DUNE OR SHEET–SAND DEPOSITS

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	N.T.S.
JOB NO.	378-002
SHEET NO:	1 OF 12

ENGINEERING REVIEW - JEREMY PICKERING 05/19/2025

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

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SITE DATA

	SQ. FT	ACRES
AREA	3,775,930	86.68
TOTAL AREA	44,000	6 AC–FT
TOTAL STORM BASIN		

DESCRIPTION	QUANTITY
TOTAL LOTS/UNITS	579
UNITS PER ACRE	6.68

PHASE TABLE

PHASE NO.	NO. OF. LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

LEGEND

- RIGHT–OF–WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- TRAIL LINE

N / W / E / S

200 0 200
SCALE IN FEET

FOUND ALPHA 3" ALUM. CAP WEST 1/4 COR. SEC. 29, T42S, R13W, S.L.B.&M.

2400 W MUST HAVE A 32' MINIMUM PAVED SURFACE PRIOR TO OR CONSTRUCTED WITH THIS DEVELOPMENT (HCS 3.2.3.8, HCS 3.2.4.2(K), & 3.2.4.17). MOST PUBLIC RIGHT OF WAY FOR 2400 W EXISTS; HOWEVER, PROPERTY IS NEEDED FROM HURRICANE ENTERPRISES LTD.

250' MIN (HCS 3.2.4.3)

HCS 3.2.4.11(E) INDICATES THE FIRST 100' FROM AN INTERSECTION WITH A MAJOR COLLECTOR SHOULD BE 3% MAX. ADJUSTING THE EXISTING GRADE OF 2400 W IS UNLIKELY DUE TO THE EXISTING 18"Ø WATER MAIN.

DEVELOPING A CONCEPT ALIGNMENT FOR 3500 S WOULD BE A GOOD EXERCISE FOR THE APPLICANT. THERE ISN'T MUCH DISTANCE BETWEEN THE PLANNED INTERCHANGE AND 2400 W WHEN COMPARED TO THE ELEVATION DIFFERENCES AND DESIGN CONSTRAINTS FOR MAJOR COLLECTORS (I.E. 10% MAX GRADE, 40MPH CURVATURE (K) VALUES).

TRAFFIC IMPACT STUDY DATED 10/24/2022 SEEMS TO INDICATE 3500 SOUTH WILL NEED A RIGHT TURN LANE (SEE FIGURE ES-1B).

AN UPDATED TRAFFIC IMPACT STUDY (TIS) WILL BE REQUIRED. MASTER PLANS CHANGED SINCE THE LAST STUDY WAS DONE. THE ORIGINAL STUDY IS NEARLY THREE YEARS OLD. IT APPEARS THE TIS FOR THIS NEIGHBORHOOD ALONE SHOULD BE A CATEGORY II STUDY (HCS 3.9.2).

MODIFICATIONS TO A NATURAL DRAINAGE CHANNEL MUST BE APPROVED BY THE CITY ENGINEER (HCS 3.4.1(12TH PARAGRAPH)) WE MUST DISCUSS THE PROPOSED RELOCATION WITH SPILSBURY CATTLE CO 1 LLC (THE NEIGHBORING PROPERTY OWNER) BEFORE CONSTRUCTION DRAWINGS ARE PROPOSED. IT APPEARS THE RELOCATION COULD BE BENEFICIAL FOR EACH PARTY.

CONNECTIVITY HERE COULD BE A BOONE FOR EACH PARCEL

HURRICANE CITY MASTER PLANS SHOW THAT CLIFF VIEW DRIVE IS A MAJOR COLLECTOR WITH A 12' TRAIL ON IT'S SOUTH SIDE (TYPICALLY 77' WIDE CROSS SECTION).

LOCATE AND SHOW THE EXISTING 72"Ø STORM DRAIN PIPES AND THEIR HEADWALLS. THE EXISTING CROSSING IS MUCH MORE ALIGNED WITH THE NORTHERN AXIS.

THE EXISTING WCWCD 10"Ø WATER MAIN MUST BE LOCATED (I.E. POTHOLED) BEFORE FINAL GRADES FOR CLIFF VIEW DRIVE ARE SET.

FND. MARKED 1X6 LAVA STN. EAST 1/4 COR. SEC. 29, T42S, R13W, S.L.B.&M.

INTERCHANGE
3500 SOUTH
(MAJOR COLLECTOR, TRAIL BOTH SIDES, TYPICAL SECTION 84' WIDE)
NBRHOOD 5
NBRHOOD 6
PREVIOUS EARTHWORK
MATCHLINE A
2400 WEST (EXISTING 70' PUBLIC STREET, PLANNED 77' PUBLIC STREET, MAJOR COLLECTOR W/ TRAIL WEST SIDE)
(EXISTING 70' PUBLIC STREET, PLANNED 77' WEST SIDE WIDTH)
CLIFF VIEW DRIVE (3900 S) (EXISTING 90' PUBLIC STREET, ~~PLANNED 84' WIDTH~~)
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
PHASE 7
PHASE 8
PHASE 9
PHASE 10
PHASE 11
PHASE 12
PHASE 13
PHASE 14
PHASE 15
PHASE 16
45' ROAD I
45' ROAD J
45' ROAD K
45' ROAD L
45' ROAD M
45' ROAD V
52' ROAD H
52' ROAD N
52' ROAD O
52' ROAD P
52' ROAD A
52' ROAD B
52' ROAD C
52' ROAD D
52' ROAD E
52' ROAD F
52' ROAD G
52' ROAD X
45' ROAD T
45' ROAD U
45' ROAD Q
45' ROAD R
45' ROAD S
45' ROAD 1
45' ROAD 2
45' ROAD 3
45' ROAD 4
45' ROAD 5
45' ROAD 6
45' ROAD 7
45' ROAD 8
45' ROAD 9
45' ROAD 10
45' ROAD 11
45' ROAD 12
45' ROAD 13
45' ROAD 14
45' ROAD 15
45' ROAD 16
10.00%
11.26%
7.52%
6.75%
6.23%
PARKING
1.23 ACRES
COMMERCIAL
(BASIS OF BEARINGS)
29
28
H–3399–NP SPILSBURY CATTLE CO 1 LLC
H–3399–S–SAT WESTERN STATES VENTURES SS LLC
H–3400–J–SH2 TOQUERVILLE ENTERPRISES LC
WATER RIGHTS: 81–4810 (A44817) 81–5359 (A46432) 81–802 (T49976)
SHORE DRIVE (45' PRIVATE STREET)
SOUTHERN SHORES
H–3400–Q RIVER VALLEY DEV LLC
H–3400–R RIVER VALLEY DEV LLC

NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	5/5/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	**3 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT MARCH 21 2025.DWG

ENGINEERING REVIEW - JEREMY PICKERING 05/19/2025

JUC Comments

The following items will need to be addressed:

1. **Public Works:** Need easements for power. Water model. Engineer and bond for transmission and substation. Improvements for 2400 W.
2. **Power:** All easements are recorded. Development agreement is amended to better clarify certain aspects.Some sort of contract must be signed or a bond in place for the amount approved by HC power to build the transmission line and substation. An updated power application with updated units
3. **Sewer:** Ash Creek has a 12" sewer main in 2100 West. There is also sewer in Cliff View Drive.
4. **Street:** Improvements needed to 2400 W.
5. **Water:** This will require a water model.
6. **Engineering:** Engineering recommends rejecting this plat until it meets preliminary plat requirements specified by city code. Existing property lines and road improvements aren't shown.Typical street cross sections for all the proposed roadways need to be shown and specified. Legal descriptions are inaccurate and insufficient. Specialized geotechnical investigation required. Traffic impact study required. ~~Neighbors will be required to participate in roadway construction on 3700 S. Remove double frontage lots. Applicant shows a no-build zone but does not appear to show all of the~~ 30% slopes in the vicinity. ~~Block lengths longer than 800' require approval from the City Engineer. Subdivision appears to be including property not owned by the applicant. More detail needed on how drainage will go from Phase 1 detention basin to Cordero.~~

THE PROPOSED PLAT IS THE SAME AS THE PLAT REVIEWED 5/19/2025

MUST BE SHOWN AND LABELED

POTENTIAL LAND EXCHANGE AND ROAD STUB IN THE SOUTHEAST CORNER OF THE SUBDIVISION MUST BE COORDINATED WITH RIVER VALLEY DEVELOPMENT.

MODIFICATIONS TO A NATURAL DRAINAGE CHANNEL MUST BE APPROVED BY THE CITY ENGINEER (HCS 3.4.1(12TH PARAGRAPH)) WE MUST DISCUSS THE PROPOSED RELOCATION WITH SPILSBURY CATTLE CO 1 LLC (THE NEIGHBORING PROPERTY OWNER) BEFORE CONSTRUCTION DRAWINGS ARE PROPOSED. IT APPEARS THE RELOCATION COULD BE BENEFICIAL FOR EACH PARTY.

THE VERTICAL ALIGNMENT FOR 3500 S WILL LIKELY IMPACT THE LAYOUT OF PHASE 16. THERE ISN'T MUCH DISTANCE BETWEEN THE PLANNED INTERCHANGE AND 2400 W WHEN COMPARED TO THE ELEVATION DIFFERENCES AND DESIGN CONSTRAINTS FOR MAJOR COLLECTORS (I.E. 10% MAX GRADE, 40MPH CURVATURE (K) VALUES). A VERTICAL ALIGNMENT SHOULD BE CONCEPTUALIZED.

2400 W MUST HAVE A 32' MINIMUM PAVED SURFACE PRIOR TO OR CONSTRUCTED WITH THIS DEVELOPMENT

10. **Water Conservancy:** 10 inch water line running west to east along 3900 S is no longer active. Contact nick@wcwcd.gov for updated water line.

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

ADDITIONAL NOTES

STORM WATER CAN BE LOCALLY RETAINED AND CONTROLLED USING RETENTION BASINS. THIS IS THE METHOD TO HANDLE STORM WATER.

THERE ARE NO IRRIGATION FACILITIES.

PROPERTY CAN BE SERVED BY HURRICANE CITY WATER, AND ASH CREEK SPECIAL SERVICE DISTRICT.

THERE ARE NO WELLS, SPRINGS OR SEEPS ON THIS PROPERTY.

OWNER PLANS TO ALLOW PLACEMENT OF COMMUNICATIONS INFRASTRUCTURE AND PLACEMENT OF UTILITY INFRASTRUCTURE ON AND ALONG ALL RIGHTS-OF-WAY AND EASEMENTS.

PROPERTY IS ZONED AS:
RA-1: RESIDENTIAL AGRICULTURAL - 1 UNIT PER ACRE
R1-10: RESIDENTIAL - 1 UNIT PER 10,000 SQ. FT.

THE PARENT PARCELS FOR THIS SUBDIVISION ARE:
H-3399-I-SH1, H-3399-B-SH1, H-3399-A-SH1, H-3399-D-SH1, H-3400-G-SH1, H-3400-F-SH1, H-3399-C-SH1, AND H-3400-B-SH1

OWNERS:

WESTERN STATES VENTURES SG LLC
2265 E MURRAY HOLLADAY RD
SALT LAKE CITY, UT 84117-5397

TOQUERVILLE ENTERPRISES L C
770 PORTO MIO WAY
LAS VEGAS, NV 89138

BASIS OF BEARINGS

BASIS OF BEARINGS IS S88°55'38"E 5277.10 FEET FROM THE WEST QUARTER (1/4) CORNER TO THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN.

DESERT TORTOISE TAKE AREA

THE PROJECT IS NOT LOCATED IN A DESERT TORTOISE TAKE AREA. (PER RED CLIFFS DESERT RESERVE TAKE AREA 7 MAP)

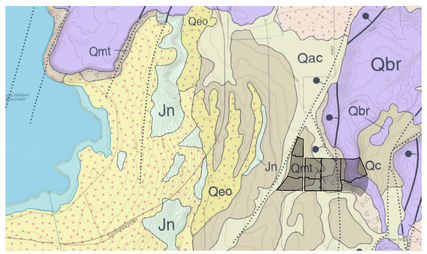
GEOLOGICAL NARRATIVE:

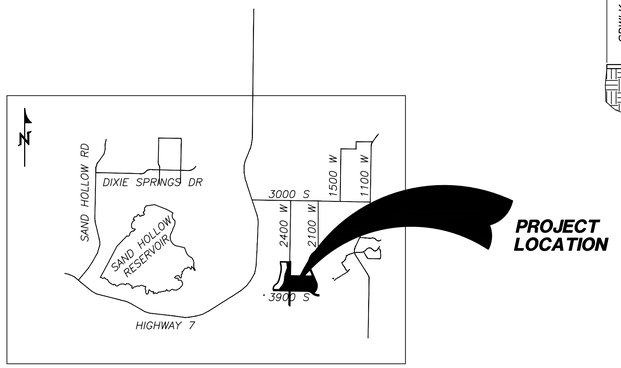
QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QAC: ALLUVIAL AND COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY TO MODERATELY SORTED, GENERALLY POORLY STRATIFIED, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY IN SWALES, SMALL DRAINAGES, AND THE UPPER REACHES OF LARGE STREAMS BY FLUVIAL, SLOPE-WASH, AND CREEP PROCESSES; GRADATIONAL WITH BOTH ALLUVIAL AND COLLUVIAL DEPOSITS; OLDER DEPOSITS (QACO) INCLUDE GYPCRETE (SILT TO SMALL BOULDERS CEMENTED BY GYPSUM) ALONG THE MOENKOPI OUTCROP BELT JUST WEST OF ST. GEORGE THAT IS AS MUCH AS 10 FEET (3 M) THICK; OLDER DEPOSITS FORM INCISED, INACTIVE SURFACES COMMONLY INCISED BY YOUNGER (QAC) DEPOSITS; GENERALLY LESS THAN 30 FEET (9 M) THICK.

QC: COLLUVIAL DEPOSITS (HOLOCENE TO UPPER PLEISTOCENE)
POORLY SORTED, ANGULAR, CLAY- TO BOULDER-SIZE, LOCALLY DERIVED SEDIMENT DEPOSITED PRINCIPALLY BY SLOPE WASH AND SOIL CREEP; LOCALLY INCLUDES TALUS, ALLUVIAL, AND EOLIAN DEPOSITS TOO SMALL TO MAP SEPARATELY; GRADATIONAL WITH TALUS DEPOSITS; INCLUDES OLDER COLLUVIAL DEPOSITS NOW INCISED BY ADJACENT DRAINAGES; GENERALLY LESS THAN 20 FEET (6 M) THICK, ALTHOUGH OLDER COLLUVIAL DEPOSITS ON THE KOLOB PLATEAU MAY BE AS MUCH AS 100 FEET (30 M) THICK.

QBR: REMNANTS LAVA FLOW (LOWER PLEISTOCENE)
DARK-BROWNISH-BLACK TO DARK-GRAY, MEDIUM-GRAINED BASANITE WITH SMALL OLIVINE PHENOCRYSTS; ERUPTED FROM A DEEPLY ERODED VENT ATOP THE HURRICANE CLIFFS AT THE "THREE BROTHERS," ABOUT 5 MILES (8 KM) SOUTH OF HURRICANE; DISPLACED BY THE HURRICANE FAULT ABOUT 1450 FEET (440 M); YIELDED PREFERRED 40AR/39AR PLATEAU AGES OF 1.06 ± 0.03 MA (1.07 ± 0.08 MA ISOCHRON) AND 0.94 ± 0.04 MA (0.94 ± 0.05 MA ISOCHRON) (HAYDEN, 2004A) AND AN ANOMALOUS 40AR/39AR PLATEAU AGE OF 1.47 ± 0.34 MA (1.12 ± 0.50 MA ISOCHRON) (LUND AND OTHERS, 2001, 2007A); TYPICALLY ABOUT 40 FEET (12 M) THICK.





VICINITY MAP
N.T.S.

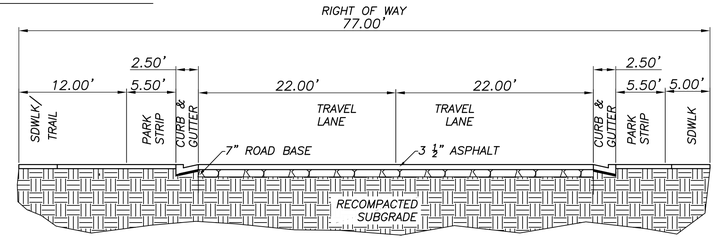
LEGAL DESCRIPTION NEIGHBORHOOD 6

BEGINNING AT THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE & MERIDIAN; THENCE N88°55'38"W ALONG THE QUARTER SECTION LINE, ≈840.40 FEET TO THE EAST BOUNDARY OF 2100 W (DOCUMENT #20180050579 WASHINGTON COUNTY RECORDS) THENCE ALONG SAID BOUNDARY THE FOLLOWING TWO (2) COURSES: (1) NORTHERLY ALONG THE ARC OF A 797.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF ≈855.00 FEET, HAVING A RADIAL BEARING OF NXX°XX'XX"W, THROUGH A CENTRAL ANGLE OF XX°XX'XX"(LONG CHORD BEARS: NXX°XX'XX"E ≈814.00 FEET); (2) (RECORD N23°29'18"W) ≈855.00 FEET; THENCE S88°52'39"E? ≈475.00 FEET; THENCE S00°39'45"W? 1315.42 FEET? TO THE POINT OF BEGINNING.
AREA:

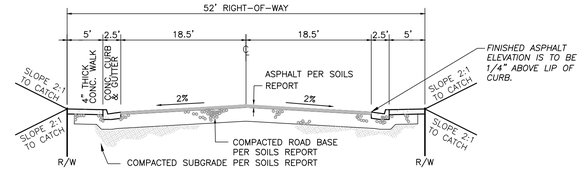
ALSO, BEGINNING ON THE WEST BOUNDARY OF 2100 W (DOCUMENT #20180050579 WASHINGTON COUNTY RECORDS), SAID POINT BEING N88°55'38"W? ≈429.00 FEET FROM THE EAST QUARTER (1/4) CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE & MERIDIAN; THENCE N88°55'38W?, ON THE QUARTER SECTION LINE, ≈279.00 FEET TO THE NORTH BOUNDARY OF CLIFF VIEW DRIVE (3900 S) (COPPER ROCK PARKWAY ON DOCUMENT #20180050579 & CLIFF VIEW DRIVE ON DOCUMENT #20230027575 WASHINGTON COUNTY RECORDS); THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1) WESTERLY ALONG THE ARC OF AN 807.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT A DISTANCE OF ≈885.00 FEET, HAVING A RADIAL BEARING OF SXX°XX'XX"W, THROUGH A CENTRAL ANGLE OF XX°XX'XX" (LONG CHORD BEARS: NXX°XX'XX"W ≈881.00 FEET); (2) (RECORD N88°55'38"W OR N88°55'57"W) (RECORD 1505.19 FEET); (3) NORTHWESTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 39.21 FEET, THROUGH A CENTRAL ANGLE OF (RECORD 89°51'31") TO A POINT ON THE EAST BOUNDARY OF 2400 W (2600 W ON DOCUMENT #20220026122 WASHINGTON COUNTY RECORDS); THENCE ALONG SAID BOUNDARY, (RECORD N00°55'44"E) ≈1203.00 FEET; THENCE S88°52'39"E? ≈2052.00 FEET TO THE WEST BOUNDARY OF SAID 2100 W; THENCE ALONG SAID BOUNDARY THE FOLLOWING THREE (3) COURSES: (1)(RECORD S23°29'18"E) ≈889.00 FEET; (2) SOUTHERLY ALONG THE ARC OF A 727.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 822.75 FEET, THROUGH A CENTRAL ANGLE OF 64°50'31" (LONG CHORD BEARS: SXX°XX'XX"W ≈780.00 FEET); (3) (RECORD S41°21'13"W) ≈11.00 FEET TO THE POINT OF BEGINNING.
AREA:

ALSO, BEGINNING AT A POINT ON THE WEST BOUNDARY OF 2400 W (2600 W ON DOCUMENT #20220026122 WASHINGTON COUNTY RECORDS) BEING N88°55'41"W? ≈85.00' AND N01°04'19"E? 3.00 FEET? FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 42 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN; THENCE N88°55'41"W? ≈833.00 FEET; THENCE N01°04'19"E? 77.00 FEET?; THENCE N37°39'02"E? 631.07 FEET?; THENCE N21°31'16"E? 90.61 FEET?; THENCE N11°33'57"E? 100.95 FEET?; THENCE N26°19'42"E? 106.62 FEET?; THENCE N00°45'00"E? 340.33 FEET?; THENCE N04°07'06"E? 335.14 FEET?; THENCE N29°34'40"E? 363.43 FEET?; THENCE N19°35'02"E? 300.46 FEET?; THENCE N04.22'38"E? 123.02 FEET?; THENCE N02°15'24"W? 332.01 FEET?; THENCE N01°11'08"E? 84.00 FEET?; THENCE S88°48'52"E? ≈160.00 FEET TO THE WEST BOUNDARY OF SAID 2400 W; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID BOUNDARY: (1) (RECORD S01°01'38"W) ≈42.00 FEET; (2) (RECORD S00°55'44"W ≈2633.00 FEET TO THE POINT OF BEGINNING.
AREA:

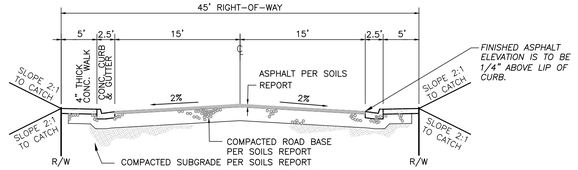
TOTAL AREA:



77' TYPICAL SECTION
N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION

GEOLOGICAL HAZARDS

FAULTS & SURFACE FAULTING	SPECIAL STUDY AREA, UNKNOWN, APPROX/BUR
LIQUEFACTION	H2 – HIGH2–SIMILAR IN TEXTURE TO HIGH CATEGORY, NO GROUND–WATER INFORMATION M2 – SIMILAR IN TEXTURE TO MODERATE CATEGORY, NO GROUND–WATER INFORMATION L2 – LOW2–SIMILAR IN TEXTURAL CHARACTERISTICS TO LOW, NO GROUND–WATER INFORMATION
FLOODING	ZONE X – AREA OF MINIMAL FLOOD HAZARD
LANDSLIDE HAZARD	L – LOW: AREAS WHERE CATEGORY D GEOLOGIC UNITS CROP OUT ON SLOPES GREATER THAN 30 PERCENT (16.7°)
ROCKFALL HAZARD	M–MODERATE ROCK–FALL–HAZARD
BRECCIA PIPES AND PALEOKARST	NONE
CALICHE	CA – CALICHE
COLLAPSIBLE SOIL	CSA – STREAM/TERRACE ALLUVIUM >=3% CSB – STREAM/TERRACE ALLUVIUM, NO DATA CSC–FAN ALLUVIUM, HOLOCENE
EXPANSIVE SOIL	ESL–SOILS WITH LOW SUSCEPTIBILITY FOR EXPANSION ESM–SOILS WITH MODERATE SUSCEPTIBILITY FOR EXPANSION
GYPSIFEROUS SOIL & ROCK	NONE
PIPING & EROSION	P&ES–SOILS SUSCEPTIBLE TO PIPING AND EROSION
SHALLOW BEDROCK	BRB–BURIED: AREAS WHERE DEPTH TO BEDROCK IS GENERALLY ≤10 FEET BENEATH SOIL COVER BRH–HARD: AREAS WHERE GENERALLY HARD AND RESISTANT BEDROCK VISIBLE AT GROUND SURFACE
WIND BLOWN SAND	WBSL–LOW: MIXED–UNIT GEOLOGIC DEPOSITS WITH WIND–BLOWN COMPONENT
SHALLOW GROUND WATER	WBSH–HIGH: MODERN SAND–DUNE OR SHEET–SAND DEPOSITS

THE MITIGATION OF POTENTIAL HAZARDS WILL BE RECOMMENDED IN THE FUTURE GEOTECHNICAL REPORT.

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE CITY, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	N.T.S.
JOB NO.	378-002
SHEET NO:	1 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C1	44.10'	430.00'	44.08'	N88°11'04"E	5°52'33"
C2	70.26'	482.00'	70.20'	S70°41'07"W	8°21'09"
C2	140.62'	430.00'	140.00'	N75°52'40"E	18°44'15"
C3	31.55'	20.00'	28.38'	S29°40'05"W	90°23'14"
C4	35.05'	577.00'	35.04'	S21°45'02"E	3°28'49"
C5	68.66'	577.00'	68.62'	S16°36'07"E	6°49'03"
C6	68.66'	577.00'	68.62'	S9°47'04"E	6°49'03"
C7	13.18'	577.00'	13.18'	S5°43'16"E	1°18'32"
C8	55.55'	226.00'	55.41'	S1°58'29"W	14°04'58"
C9	83.01'	226.00'	82.54'	S19°32'18"W	21°02'41"
C10	83.01'	226.00'	82.54'	S40°35'00"W	21°02'41"
C11	78.49'	226.00'	78.10'	S61°03'20"W	19°53'59"
C12	29.79'	226.00'	29.77'	S74°46'55"W	7°33'10"
C13	79.23'	227.93'	78.84'	S88°34'15"W	19°55'03"
C14	82.62'	907.00'	82.59'	N84°11'58"W	5°13'09"
C15	46.51'	907.00'	46.51'	N88°16'41"W	2°56'18"
C16	31.11'	20.00'	28.07'	S45°41'15"W	89°07'49"
C17	31.72'	20.00'	28.50'	N44°18'45"W	90°52'11"
C17	42.96'	807.00'	42.95'	S87°24'17"E	3°03'00"
C18	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C18	73.02'	807.00'	73.00'	S83°17'15"E	5°11'05"
C19	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C19	119.30'	807.00'	119.19'	S76°27'36"E	8°28'12"
C20	43.52'	959.00'	43.51'	S88°26'50"E	2°35'59"
C20	16.64'	807.00'	16.64'	S71°38'03"E	1°10'54"
C21	75.20'	959.00'	75.18'	S84°54'04"E	4°29'34"
C21	66.11'	807.00'	66.09'	S68°41'48"E	4°41'37"
C22	81.89'	225.00'	81.44'	N51°46'40"E	20°51'11"
C22	21.81'	959.00'	21.81'	S82°00'10"E	1°18'12"
C23	34.56'	225.00'	34.53'	N66°36'17"E	8°48'04"
C23	53.57'	174.00'	53.36'	N89°49'45"E	17°38'21"
C24	32.82'	175.00'	32.77'	N65°37'59"E	10°44'41"
C24	30.38'	174.00'	30.34'	N76°00'27"E	10°00'14"
C25	155.04'	175.00'	150.02'	N34°52'48"E	50°45'42"
C25	34.22'	20.00'	30.20'	N21°59'06"E	98°02'27"
C26	10.93'	677.00'	10.93'	N9°02'12"E	0°55'29"
C26	176.05'	174.00'	168.63'	N56°01'13"W	57°58'12"
C27	96.09'	677.00'	96.01'	N4°30'29"E	8°07'57"
C27	94.83'	226.00'	94.14'	S73°52'36"E	24°02'29"
C28	80.55'	677.00'	80.51'	N2°58'01"W	6°49'03"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C28	74.81'	226.00'	74.47'	S52°22'21"E	18°58'01"
C29	80.55'	677.00'	80.51'	N9°47'04"W	6°49'03"
C29	74.43'	226.00'	74.10'	S33°27'13"E	18°52'14"
C30	80.55'	677.00'	80.51'	N16°36'07"W	6°49'03"
C30	29.66'	20.00'	27.02'	S66°30'23"E	84°58'35"
C31	41.12'	677.00'	41.12'	N21°45'02"W	3°28'49"
C31	45.98'	174.00'	45.85'	N63°26'07"E	15°08'25"
C32	125.09'	174.00'	122.41'	N35°16'13"E	41°11'23"
C33	59.95'	174.00'	59.66'	N4°48'16"E	19°44'32"
C34	41.21'	525.00'	41.20'	N7°18'56"W	4°29'52"
C35	2.19'	525.00'	2.19'	N9°41'02"W	0°14'20"
C36	86.51'	525.00'	86.41'	N14°31'26"W	9°26'27"
C37	38.91'	525.00'	38.90'	N21°22'03"W	4°14'47"
C38	31.42'	20.00'	28.28'	N68°29'27"W	90°00'00"
C39	31.42'	20.00'	28.28'	N21°30'33"E	90°00'00"
C40	39.78'	226.00'	39.73'	N18°26'52"W	10°05'09"
C41	28.34'	20.00'	26.03'	N53°59'53"W	81°11'09"
C42	48.06'	482.00'	48.04'	S88°15'57"W	5°42'48"
C43	17.77'	435.00'	17.77'	S22°19'13"E	2°20'28"
C44	14.12'	435.00'	14.12'	S20°13'11"E	1°51'37"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C45	72.02'	435.00'	71.94'	S14°32'47"E	9°29'10"
C46	22.20'	84.00'	22.13'	S63°26'07"W	15°08'25"
C47	47.82'	200.00'	47.70'	N16°38'30"W	13°41'54"
C48	177.18'	551.00'	176.42'	N14°16'44"W	18°25'26"
C49	265.54'	200.00'	246.46'	N32°58'10"E	76°04'20"
C50	96.49'	200.00'	95.56'	N84°49'38"E	27°38'36"
C51	136.72'	933.00'	136.60'	S85°32'57"E	8°23'45"
C52	243.94'	200.00'	229.10'	N53°56'10"W	69°52'59"
C56	562.35'	758.40'	549.55'	N67°51'26"W	42°29'04"
C57	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C61	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C62	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C63	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C64	21.43'	426.00'	21.43'	S89°40'52"W	2°52'58"
C65	75.83'	426.00'	75.73'	S83°08'24"W	10°11'58"
C66	79.16'	426.00'	79.04'	S72°43'02"W	10°38'47"
C67	6.58'	426.00'	6.58'	S66°57'06"W	0°53'05"
C68	82.63'	374.00'	82.46'	N72°50'19"E	12°39'33"
C69	78.03'	374.00'	77.89'	N85°08'43"E	11°57'15"
C70	38.44'	20.00'	32.79'	S33°48'44"E	110°07'49"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C71	59.25'	284.00'	59.15'	S85°08'43"W	11°57'15"
C72	62.75'	284.00'	62.62'	S72°50'19"W	12°39'33"
C73	79.40'	226.00'	79.00'	S11°11'16"W	20°07'49"
C74	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C75	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C76	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C77	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C78	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C79	31.91'	20.00'	28.63'	N43°10'13"W	91°24'53"
C80	56.84'	174.00'	56.58'	N11°53'42"E	18°42'56"
C81	13.56'	226.00'	13.56'	N19°32'00"E	3°26'20"
C82	65.84'	226.00'	65.61'	N9°28'05"E	16°41'29"
C83	70.27'	200.00'	69.91'	N11°11'16"E	20°07'49"
C85	171.83'	400.00'	170.52'	S78°48'57"W	24°36'48"
C85	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C86	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C87	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C88	31.40'	20.00'	28.27'	S43°53'47"E	89°57'44"
C89	31.47'	20.00'	28.32'	S46°02'32"W	90°09'38"
C90	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C91	31.11'	20.00'	28.07'	S45°41'15"W	89°07'49"
C92	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C93	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C94	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C95	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"
C96	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C97	31.11'	20.00'	28.07'	N45°41'15"E	89°07'49"
C98	31.72'	20.00'	28.50'	S44°18'45"E	90°52'11"
C99	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C100	31.42'	20.00'	28.28'	S43°52'39"E	90°00'00"
C101	31.42'	20.00'	28.28'	S46°07'21"W	90°00'00"
C102	31.42'	20.00'	28.28'	N43°52'39"W	90°00'00"
C103	22.13'	50.00'	21.95'	S77°34'19"W	25°21'42"
C104	2.36'	65.00'	2.36'	S65°55'51"W	2°04'46"
C105	49.18'	65.00'	48.02'	S88°38'52"W	43°21'15"
C106	53.12'	65.00'	51.65'	N20°43'51"W	46°49'29"
C107	30.54'	65.00'	30.26'	N16°08'36"E	26°55'26"
C108	19.81'	50.00'	19.68'	N18°15'11"E	22°42'17"
C109	5.19'	50.00'	5.19'	N3°55'34"E	5°56'56"
C110	23.56'	15.00'	21.21'	N44°02'54"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C111	47.49'	30.00'	42.68'	S44°23'52"E	90°41'57"
C112	23.33'	15.00'	21.05'	N45°41'15"E	89°07'49"
C113	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C114	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C115	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C116	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C117	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C117	562.35'	758.40'	549.55'	N67°51'26"W	42°29'04"
C118	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C119	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C120	23.33'	15.00'	21.05'	N45°41'15"E	89°07'49"
C121	23.79'	15.00'	21.37'	S44°18'45"E	90°52'11"
C122	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C124	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C124	31.72'	20.00'	28.50'	N44°18'45"W	90°52'11"
C125	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C126	23.56'	15.00'	21.21'	N46°07'21"E	90°00'00"
C127	23.56'	15.00'	21.21'	S43°52'39"E	90°00'00"
C128	23.56'	15.00'	21.21'	S46°07'21"W	90°00'00"
C129	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C130	31.42'	20.00'	28.28'	N46°07'21"E	90°00'00"
C131	23.56'	15.00'	21.21'	N43°52'39"W	90°00'00"
C132	2.61'	50.00'	2.61'	S87°23'05"E	2°59'09"
C133	37.78'	65.00'	37.25'	N89°58'09"E	33°18'11"
C134	23.93'	65.00'	23.79'	N62°46'21"E	21°05'26"
C135	39.97'	65.00'	39.34'	N34°36'42"E	35°13'53"
C136	49.42'	65.00'	48.24'	N4°47'15"W	43°34'00"
C137	26.51'	50.00'	26.20'	N14°14'18"W	30°22'48"
C138	23.56'	15.00'	21.21'	N45°57'06"E	90°00'00"
C139	88.13'	56.00'	79.31'	S46°02'14"W	90°10'15"
C141	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C141	24.19'	174.00'	24.17'	S19°30'29"E	7°57'55"
C142	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C142	562.35'	758.40'	549.55'	N67°51'26"W	42°29'04"
C143	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"
C144	851.91'	768.95'	809.00'	N9°17'14"E	63°28'38"
C145	851.91'	768.95'	809.00'	N9°17'14"E	63°28'38"
C149	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C154	243.94'	200.00'	229.10'	N53°56'10"W	69°52'59"
C160	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD DIST.	CHORD BRG.	DELTA
C161	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C162	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C163	64.24'	200.00'	63.96'	S10°13'32"W	18°24'09"
C168	562.35'	758.40'	549.55'	N67°51'26"W	42°29'04"
C169	606.99'	762.00'	591.07'	N69°29'12"W	45°38'26"

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REVISIONS

NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:

SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=80'
JOB NO.	378-002

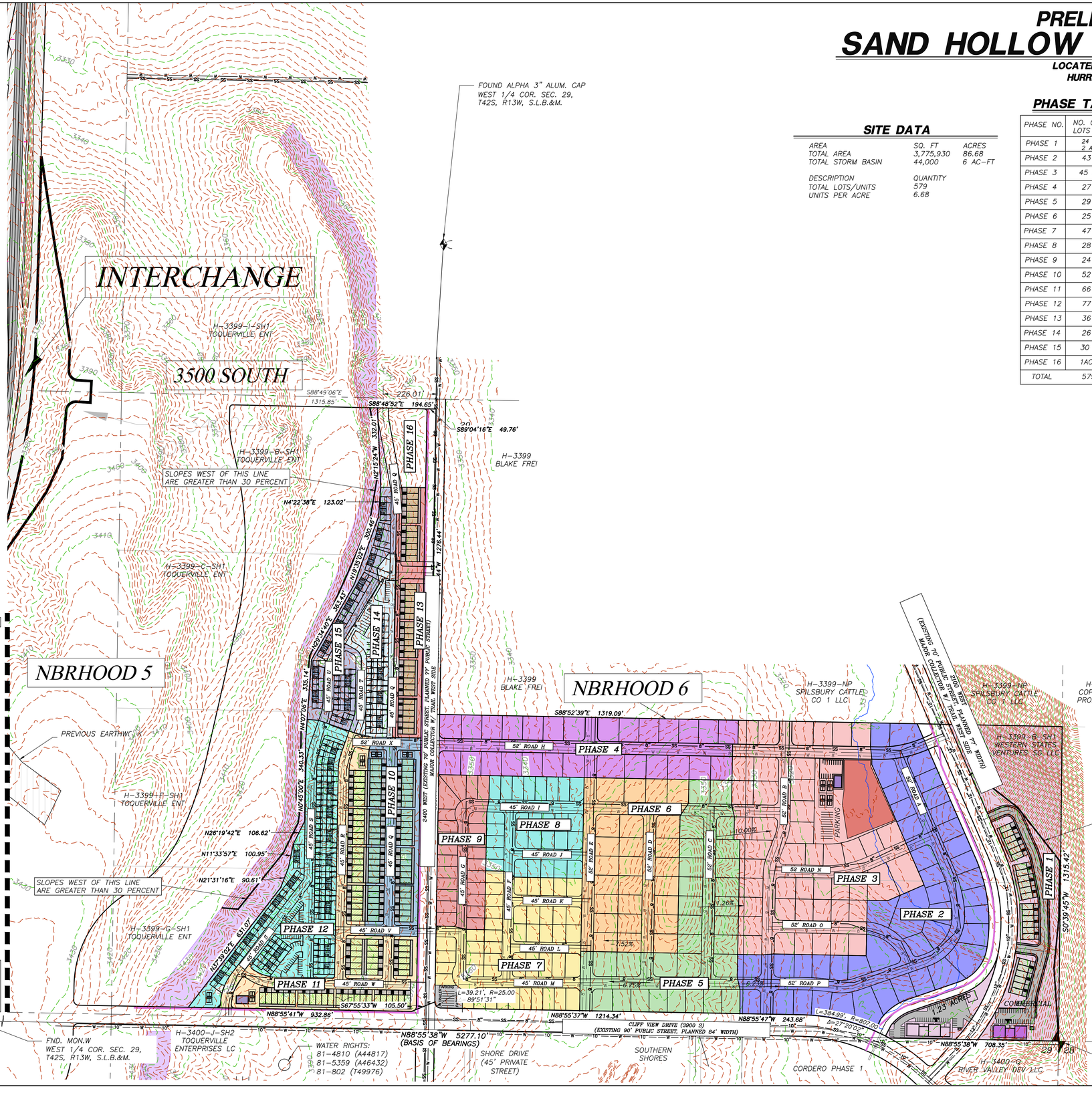
SHEET NO:

2 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



SITE DATA

AREA	SQ. FT	ACRES
TOTAL AREA	3,775,930	86.68
TOTAL STORM BASIN	44,000	6 AC-FT
DESCRIPTION	QUANTITY	
TOTAL LOTS/UNITS	579	
UNITS PER ACRE	6.68	

PHASE TABLE

PHASE NO.	NO. OF. LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- TRAIL LINE
- SECTION MONUMENT AS DESCRIBED

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200 0 200
SCALE IN FEET

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE
ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	**3 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 6 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

PHASE TABLE

PHASE NO.	NO. OF LOTS OR UNITS
PHASE 1	24 TOWNHOMES 2 AC COMMERCIAL
PHASE 2	43 LOTS
PHASE 3	45 LOTS + PARK
PHASE 4	27 LOTS
PHASE 5	29 LOTS
PHASE 6	25 LOTS
PHASE 7	47 LOTS
PHASE 8	28 LOTS
PHASE 9	24 LOTS
PHASE 10	52 TOWNHOMES
PHASE 11	66 TOWNHOMES
PHASE 12	77 CONDOS
PHASE 13	36 TOWNHOMES
PHASE 14	26 CONDOS
PHASE 15	30 CONDOS
PHASE 16	1AC COMMERCIAL
TOTAL	579

SITE DATA

	SQ. FT	ACRES
AREA		
TOTAL AREA	3,775,930	86.68
TOTAL STORM BASIN	44,000	6.00 AC-FT

DESCRIPTION	QUANTITY
TOTAL LOTS/UNITS	579
UNITS PER ACRE	6.68

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- EXISTING STORM DRAIN LINE
- 12' TRAIL

N
W E
S

100 0 100
SCALE IN FEET

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NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
ENGINEERS - LAND SURVEYORS - LAND PLANNERS
20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-5307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6

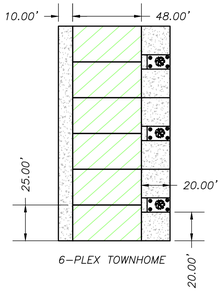
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

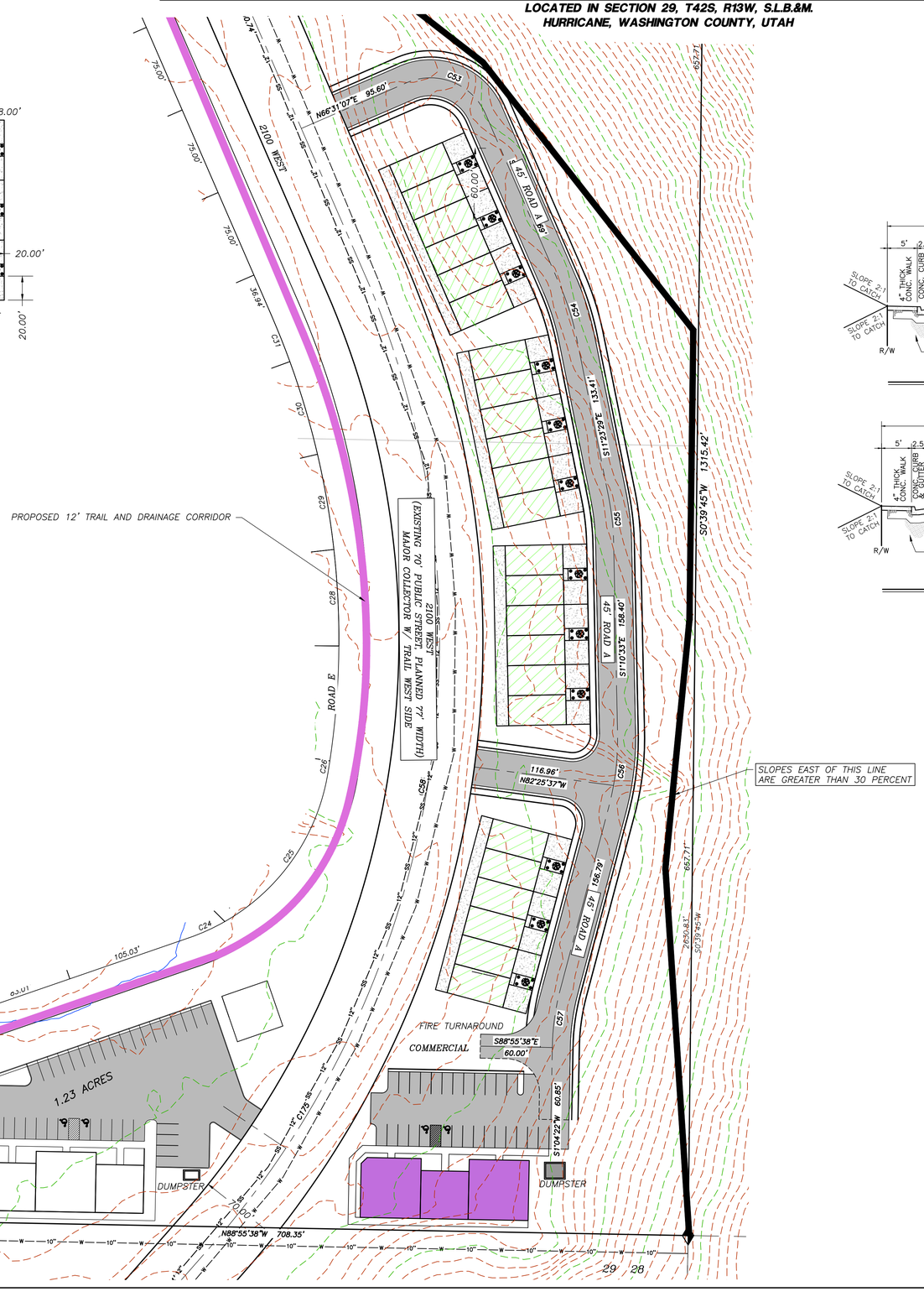
DATE	10/10/2025
SCALE	1"=100'
JOB NO.	378-002
SHEET NO:	4 OF 12

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 1

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

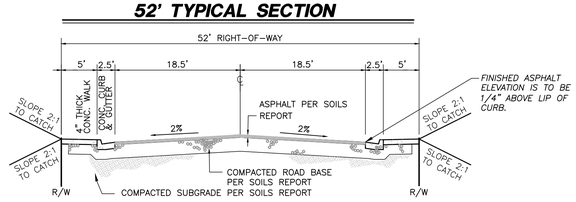




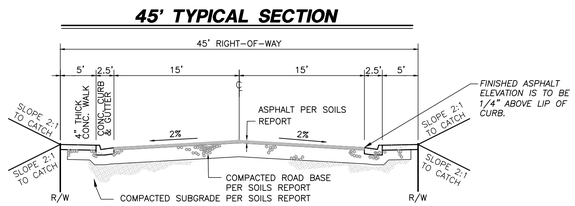
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 2

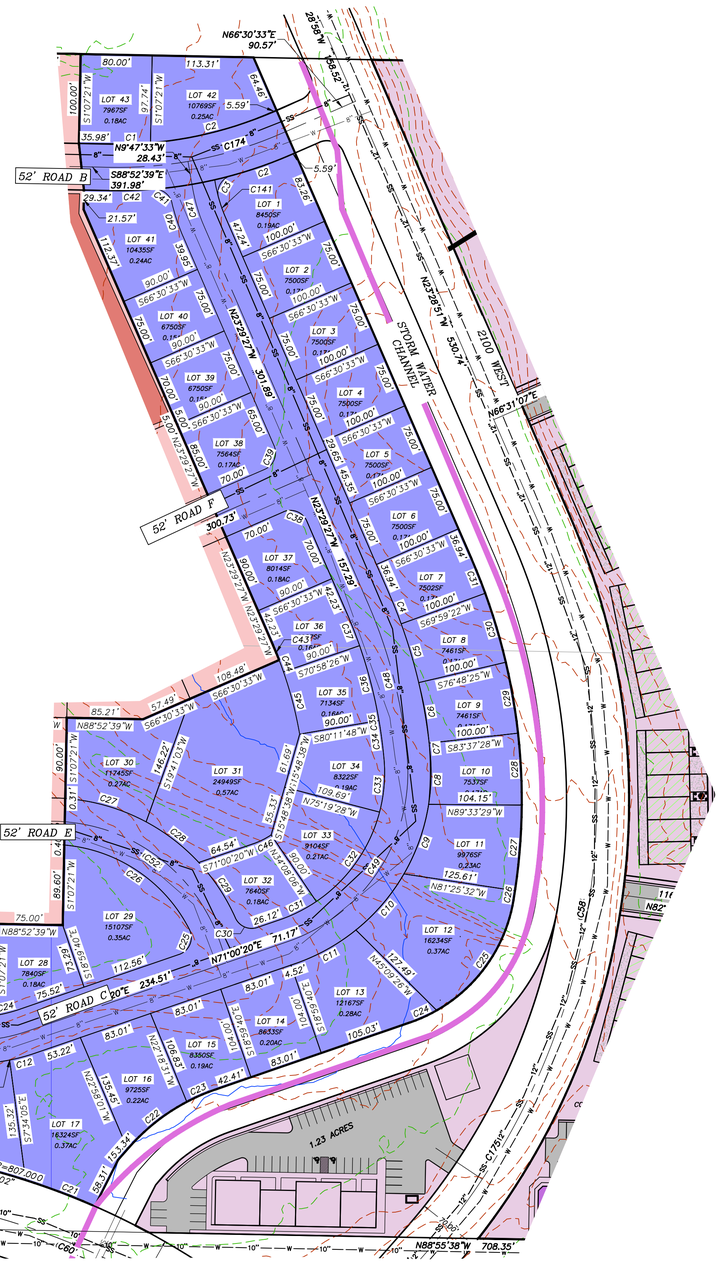
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

52' TYPICAL SECTION



45' TYPICAL SECTION



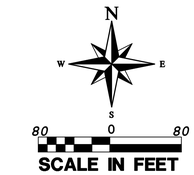


LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

LOTS

PHASE 2 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
1	8450	0.19
2	7500	0.17
3	7500	0.17
4	7500	0.17
5	7500	0.17
6	7500	0.17
7	7502	0.17
8	7461	0.17
9	7461	0.17
10	7537	0.17
11	9976	0.23
12	16234	0.37
13	12167	0.28
14	8633	0.2
15	8350	0.19
16	9725	0.22
17	16324	0.37
18	11462	0.26
19	8205	0.19
20	8019	0.18
21	8680	0.2
22	8670	0.2
23	9355	0.21
24	8146	0.19
25	7190	0.17
26	7365	0.17
27	7805	0.18
28	7840	0.18
29	15107	0.35
30	11745	0.27
31	24949	0.57
32	7640	0.18
33	9104	0.21
34	8322	0.19
35	7134	0.16
36	6987	0.16
37	8014	0.18
38	7564	0.17
39	6750	0.15
40	6750	0.15
41	10435	0.24
42	10769	0.25
43	7967	0.18



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NO	DESCRIPTION	DATE	BY
	REVISIONS		

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20 South 850 West, Suite 1
Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 2

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=80'
JOB NO.	378-002
SHEET NO:	**6 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

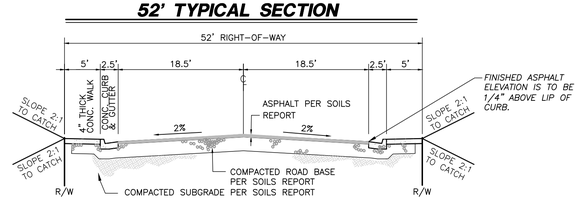
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 3

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

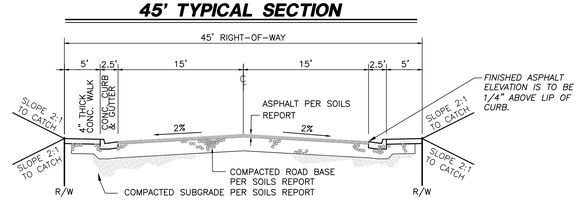
LEGEND

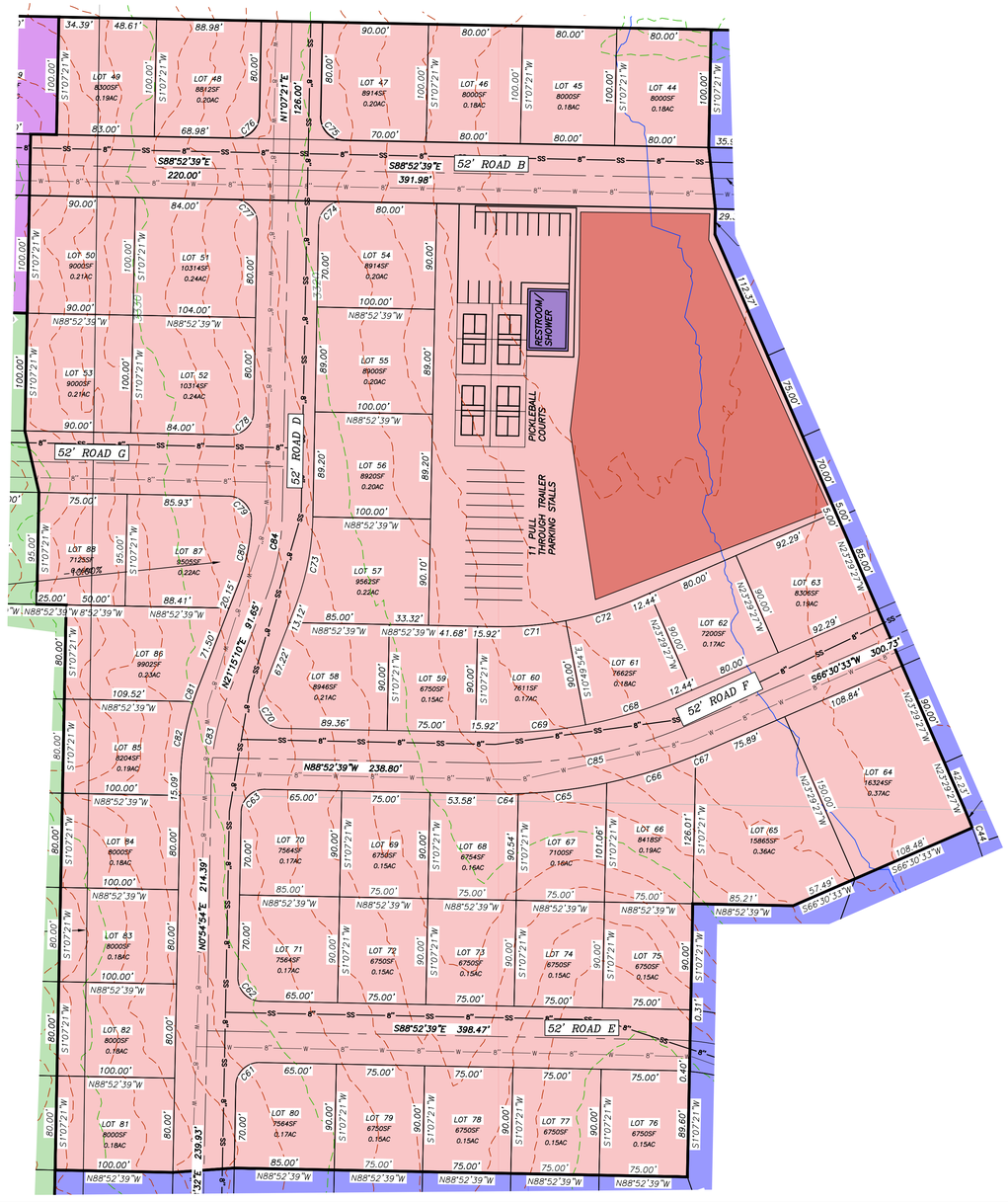
- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

52' TYPICAL SECTION



45' TYPICAL SECTION





LOTS

PHASE 3 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
44	8000	0.18
45	8000	0.18
46	8000	0.18
47	8914	0.2
48	8812	0.2
49	8300	0.19
50	9000	0.21
51	10314	0.24
52	10314	0.24
53	9000	0.21
54	8914	0.2
55	8900	0.2
56	8920	0.2
57	9562	0.22
58	8946	0.21
59	6750	0.15
60	7611	0.17
61	7662	0.18
62	7200	0.17
63	8306	0.19
64	16324	0.37
65	15865	0.36
66	8418	0.19
67	7100	0.16
68	6754	0.16
69	6750	0.15
70	7564	0.17
71	7564	0.17
72	6750	0.15
73	6750	0.15
74	6750	0.15
75	6750	0.15
76	6750	0.15
77	6750	0.15
78	6750	0.15
79	6750	0.15
80	7564	0.17
81	8000	0.18
82	8000	0.18
83	8000	0.18
84	8000	0.18
85	8204	0.19
86	9902	0.23
87	9505	0.22
88	7125	0.16



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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 3

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

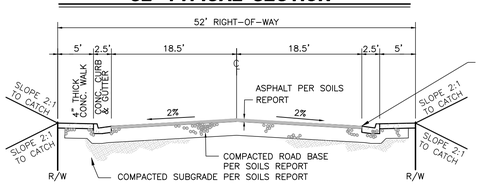
DATE	10/10/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**7 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

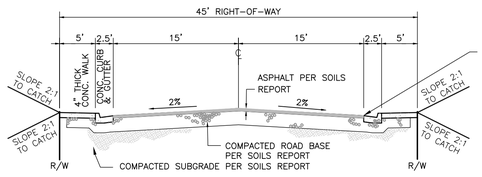
PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 4

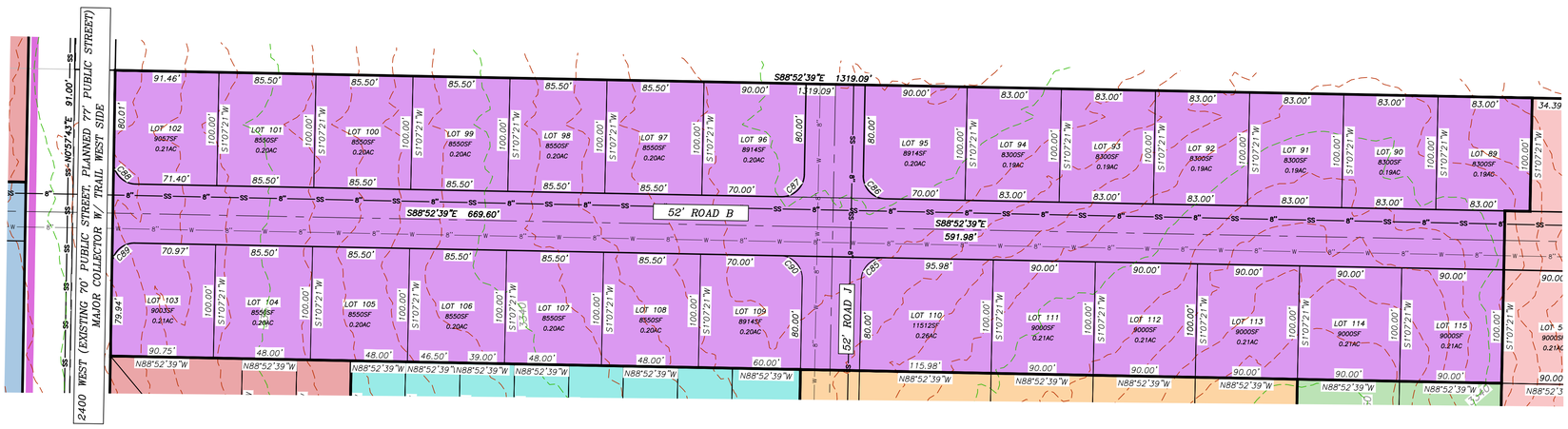
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

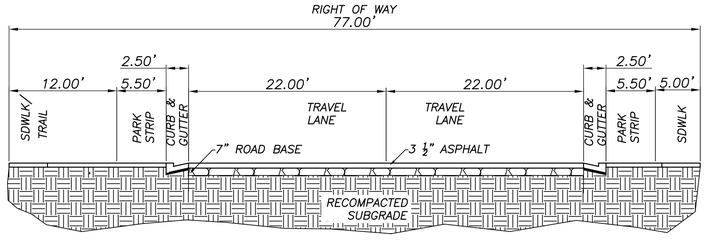
52' TYPICAL SECTION



45' TYPICAL SECTION

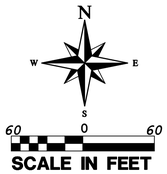






77' TYPICAL SECTION

N.T.S



LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

UNITS

PHASE 4 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
89	8300	0.19
90	8300	0.19
91	8300	0.19
92	8300	0.19
93	8300	0.19
94	8300	0.19
95	8914	0.2
96	8914	0.2
97	8550	0.2
98	8550	0.2
99	8550	0.2
100	8550	0.2
101	8550	0.2
102	9057	0.21
103	9003	0.21
104	8550	0.2
105	8550	0.2
106	8550	0.2
107	8550	0.2
108	8550	0.2
109	8914	0.2
110	11512	0.26
111	9000	0.21
112	9000	0.21
113	9000	0.21
114	9000	0.21
115	9000	0.21

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Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 4

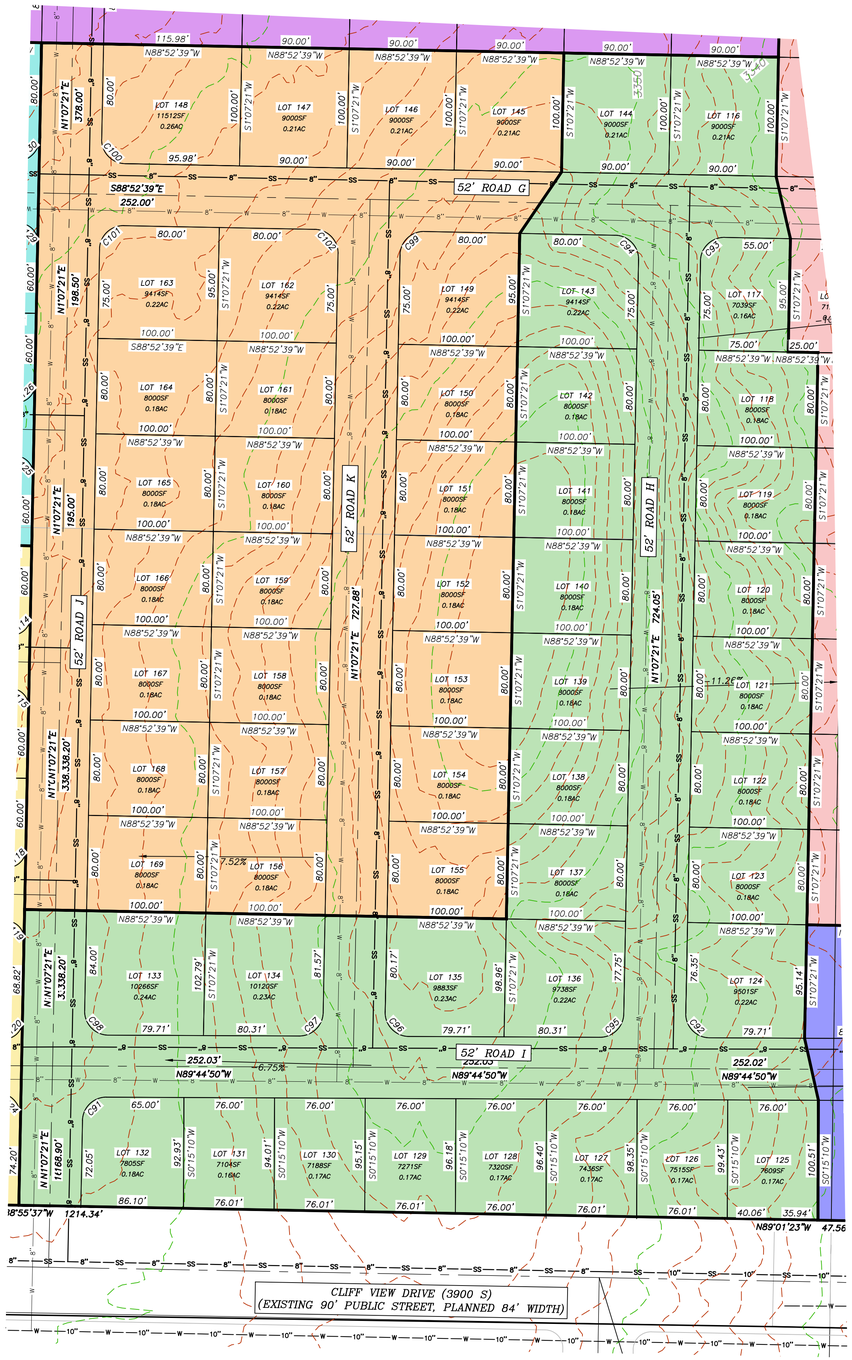
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**8 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 5 & 6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

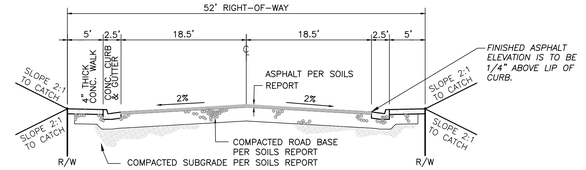


UNITS

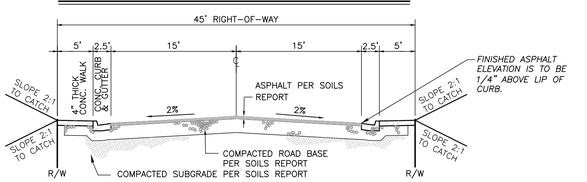
PHASE 5 LOTS		
LOT#	AREA, SQ. FT.	AREA, ACRES
116	9000	0.21
117	7039	0.16
118	8000	0.18
119	8000	0.18
120	8000	0.18
121	8000	0.18
122	8000	0.18
123	8000	0.18
124	9501	0.22
125	7609	0.17
126	7600	0.17
127	7600	0.17
128	7600	0.17
129	7600	0.17
130	7600	0.17
131	7600	0.17
132	8463	0.19
133	10266	0.24
134	10120	0.23
135	9883	0.23
136	9738	0.22
137	8000	0.18
138	8000	0.18
139	8000	0.18
140	8000	0.18
141	8000	0.18
142	8000	0.18
143	9414	0.22
144	9000	0.21

PHASE 6 LOTS		
LOT#	AREA, SQ. FT.	AREA, ACRES
145	9000	0.21
146	9000	0.21
147	9000	0.21
148	11512	0.26
149	9414	0.22
150	8000	0.18
151	8000	0.18
152	8000	0.18
153	8000	0.18
154	8000	0.18
155	8000	0.18
156	8000	0.18
157	8000	0.18
158	8000	0.18
159	8000	0.18
160	8000	0.18
161	8000	0.18
162	9414	0.22
163	9414	0.22
164	8000	0.18
165	8000	0.18
166	8000	0.18
167	8000	0.18
168	8000	0.18
169	8000	0.18

52' TYPICAL SECTION



45' TYPICAL SECTION



LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

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60 0 60
SCALE IN FEET

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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 5&6

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**9 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 7-9

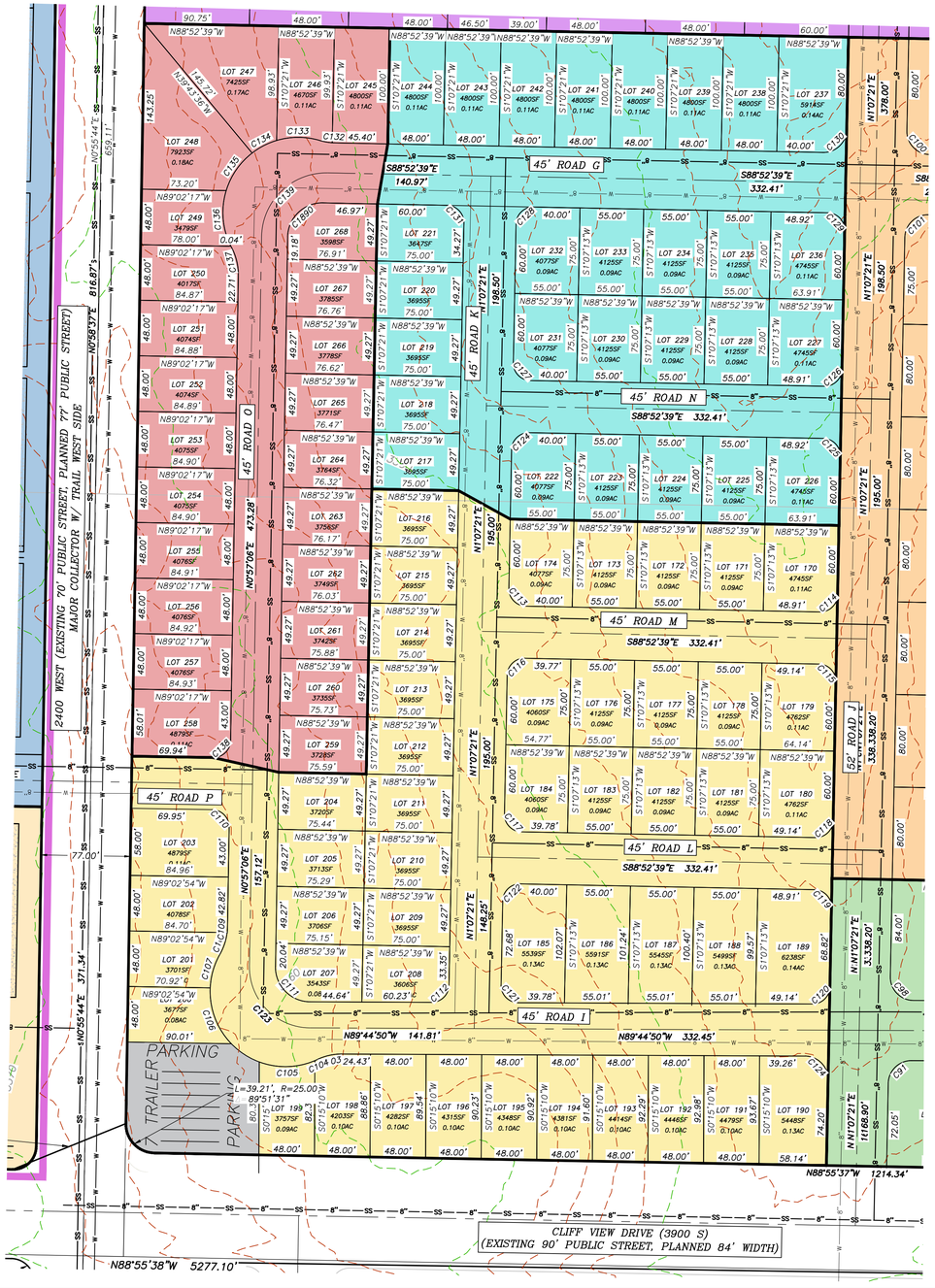
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HURRICANE, WASHINGTON COUNTY, UTAH

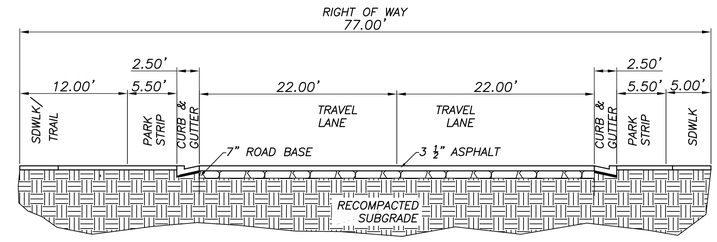
UNITS

PHASE 7 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
170	4745	0.11
171	4125	0.09
172	4125	0.09
173	4125	0.09
174	4077	0.09
175	4060	0.09
176	4125	0.09
177	4125	0.09
178	4125	0.09
179	4762	0.11
180	4762	0.11
181	4125	0.09
182	4125	0.09
183	4125	0.09
184	4060	0.09
185	5539	0.13
186	5991	0.13
187	5545	0.13
188	5499	0.13
189	6238	0.14
190	5995	0.14
191	4968	0.11
192	4968	0.11
193	4968	0.11
194	4968	0.11
195	4968	0.11
196	4968	0.11
197	4968	0.11
198	4923	0.11
199	4510	0.1
200	3677	0.08
201	3701	0.08
202	4078	0.09
203	4879	0.11
204	3720	0.09
205	3713	0.09
206	3706	0.09
207	3543	0.08
208	3606	0.08
209	3695	0.08
210	3695	0.08
211	3695	0.08
212	3695	0.08
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214	3695	0.08
215	3695	0.08
216	3695	0.08

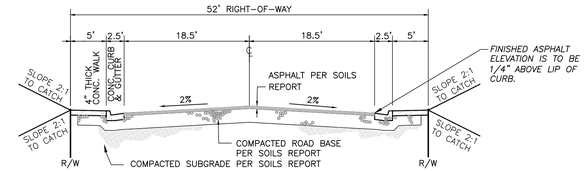
PHASE 8 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
217	3695	0.08
218	3695	0.08
219	3695	0.08
220	3695	0.08
221	3647	0.08
222	4077	0.09
223	4125	0.09
224	4125	0.09
225	4125	0.09
226	4745	0.11
227	4745	0.11
228	4125	0.09
229	4125	0.09
230	4125	0.09
231	4077	0.09
232	4077	0.09
233	4125	0.09
234	4125	0.09
235	4125	0.09
236	4745	0.11
237	5914	0.14
238	4800	0.11
239	4800	0.11
240	4800	0.11
241	4800	0.11
242	4800	0.11
243	4800	0.11
244	4800	0.11

PHASE 9 LOTS		
LOT #	AREA, SQ. FT.	AREA, ACRES
245	4800	0.11
246	4670	0.11
247	7425	0.17
248	7923	0.18
249	3479	0.08
250	4017	0.09
251	4074	0.09
252	4074	0.09
253	4075	0.09
254	4075	0.09
255	4076	0.09
256	4076	0.09
257	4076	0.09
258	4879	0.11
259	3728	0.09
260	3735	0.09
261	3742	0.09
262	3749	0.09
263	3756	0.09
264	3764	0.09
265	3771	0.09
266	3778	0.09
267	3785	0.09
268	3598	0.08

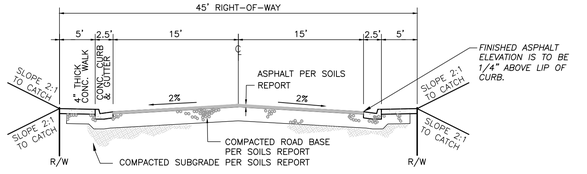




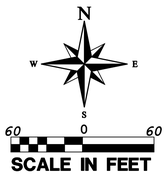
77' TYPICAL SECTION
N.T.S



52' TYPICAL SECTION



45' TYPICAL SECTION



SCALE IN FEET

LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
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- TRAIL LINE

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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH7-9

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**10 OF 12**

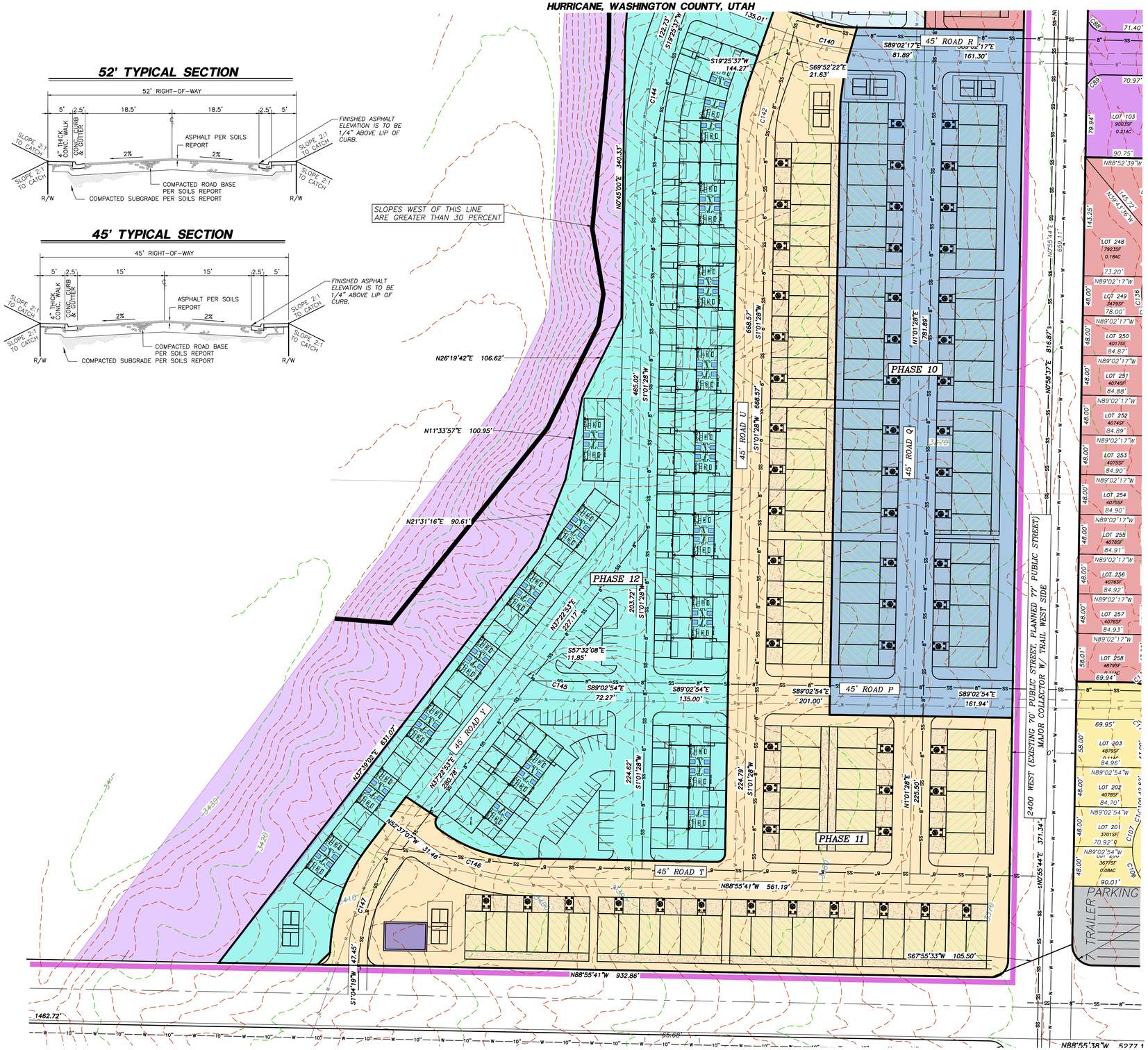
378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 10-12

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

52' TYPICAL SECTION

45' TYPICAL SECTION



LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
- SECTION LINE
- PROPOSED WATER LINE(SIZE SHOWN)
- PROPOSED SEWER LINE (SIZE SHOWN)
- PHASE LINE
- 10' PUBLIC UTILITY EASEMENT LINE
- EXISTING SEWER LINE
- EXISTING WATER LINE
- TRAIL LINE

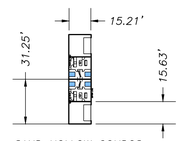
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SCALE IN FEET



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PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH 10-12

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

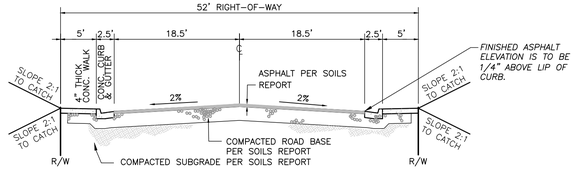
DATE	10/10/2025
SCALE	1"=60'
JOB NO.	378-002
SHEET NO:	**11 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

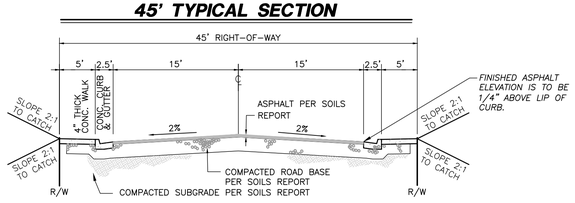
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SAND HOLLOW MESA, NEIGHBORHOOD 6, PHASE 13-15

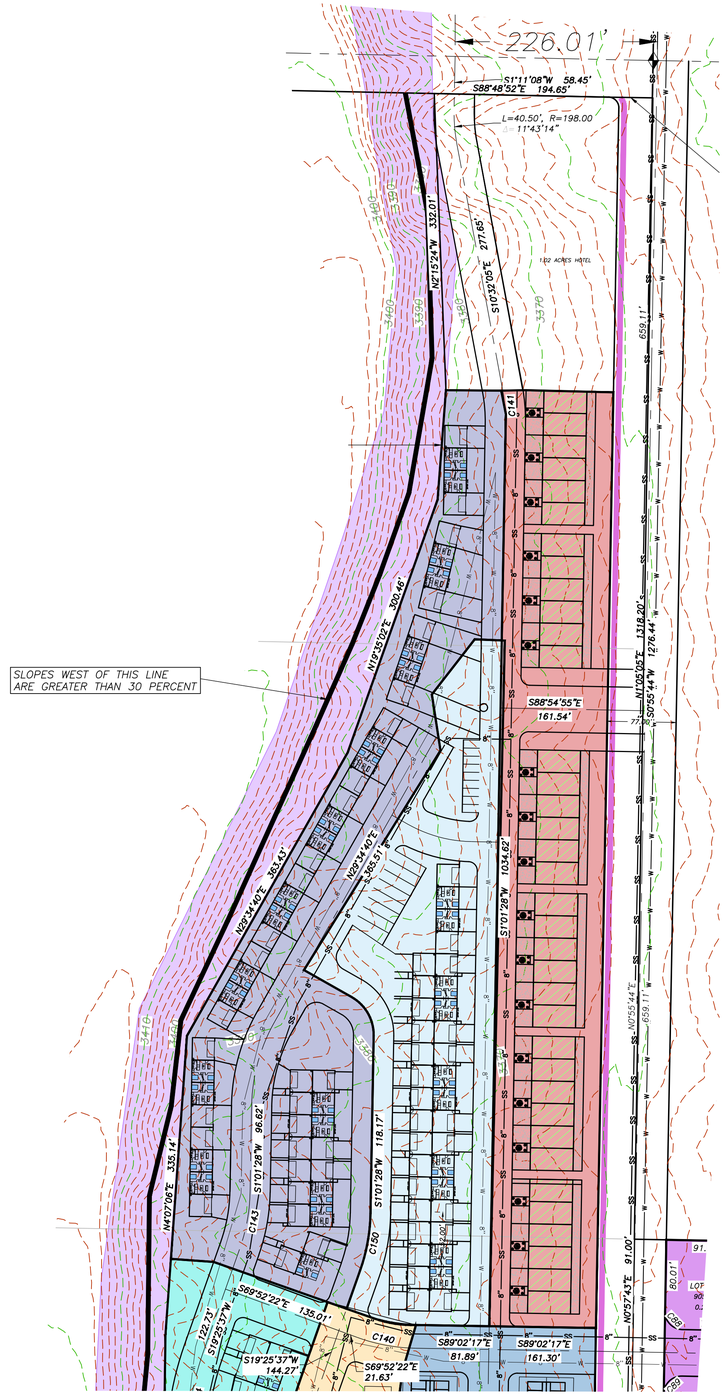
LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

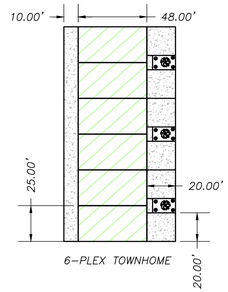
52' TYPICAL SECTION

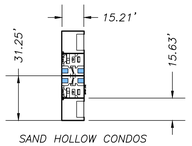


45' TYPICAL SECTION









LEGEND

- RIGHT-OF-WAY LINE
- ADJACENT PROPERTY LINE
- LOT LINE
- CENTER LINE
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- PROPOSED WATER LINE(SIZE SHOWN)
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- EXISTING WATER LINE
- TRAIL LINE

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SCALE IN FEET

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Hurricane City, Utah 84737
Phone: 435-668-8307

PRELIMINARY PLAT FOR:
SAND HOLLOW MESA, NEIGHBORHOOD 6, PH13-15

LOCATED IN SECTION 29, T42S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE	10/10/2025
SCALE	1"=80'
JOB NO.	378-002
SHEET NO:	**12 OF 12**

378-002 SAND HOLLOW MESA NEIGHBORHOOD 6 PRE PLAT OCT 8 2025.DWG

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Resolution 2025-40 authorizing the issuance and sale of not more than $8,000,000 aggregate principal amount of Sales Tax Revenue Bonds, Series 2026; and related matters.

Discussion: This agenda item relates to financing for the construction of the new Hurricane City indoor swimming pool. Construction drawings are nearing completion, and the project is nearly ready to go out to bid. It is anticipated, with the approval of the parameters resolution, that an approval of awarding a bid will be tentatively scheduled for the December 18th council meeting.

A parameters resolution is one of the first official steps in working our way through financing a project. Just as the name implies, a parameters resolution defines the maximum parameters in which a city can borrow money on a specific project and for the maximum term of the bond.

Staff is recommending approval of the resolution setting a maximum parameter of not more than $8,000,000 to be financed and at a term of not longer than 25 years.

After review of the anticipated project costs, I am trying to take a very conservative approach to this financing. I anticipate that the amount to be financed will be far less than what we are asking for in the parameters resolution. Kaden DeMille

Findings:

Recommendation:

Hurricane, Utah

November 20, 2025

The City Council (the "Council") of Hurricane City, Utah (the "City") met in regular public session at the regular meeting place of the Council, on Thursday, November 20, 2025, at the hour of 6:00 p.m., with the following members of the Council being present:

Nanette Billings	Mayor
David Hirschi	Councilmember
Kevin Thomas	Councilmember
Clark Fawcett	Councilmember
Drew Ellerman	Councilmember
Joseph Prete	Councilmember

Also present:

Kaden Demille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this November 20, 2025, meeting, a copy of which is attached hereto as Exhibit A.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Councilmember _____ and seconded by Councilmember _____, was adopted by the following vote:

AYE:

NAY:

The resolution is as follows:

RESOLUTION NO. 2025-40

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE CITY, UTAH (THE "CITY"), AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN $8,000,000 AGGREGATE PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2026 (THE "SERIES 2026 BONDS"); FIXING THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF THE SERIES 2026 BONDS, THE MAXIMUM NUMBER OF YEARS OVER WHICH THE SERIES 2026 BONDS MAY MATURE, THE MAXIMUM INTEREST RATE WHICH THE SERIES 2026 BONDS MAY BEAR, AND THE MAXIMUM DISCOUNT FROM PAR AT WHICH THE SERIES 2026 BONDS MAY BE SOLD; DELEGATING TO CERTAIN OFFICERS OF THE CITY THE AUTHORITY TO APPROVE THE FINAL TERMS AND PROVISIONS OF THE SERIES 2026 BONDS WITHIN THE PARAMETERS SET FORTH HEREIN; AUTHORIZING THE PUBLICATION OF A NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED; PROVIDING FOR THE RUNNING OF A CONTEST PERIOD AND SETTING OF A PUBLIC HEARING DATE; AUTHORIZING AND APPROVING A GENERAL INDENTURE, SUPPLEMENTAL INDENTURE, A BOND PURCHASE AGREEMENT AND OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, the City Council (the "Council") of the City desires to (a) finance the construction of a new community swimming pool and all related improvements (the "Project"), (b) fund any necessary debt service reserve funds, and (c) pay costs of issuance with respect to the Series 2026 Bonds herein described; and

WHEREAS, to accomplish the purposes set forth in the preceding recital, and subject to the limitations set forth herein, the City desires to issue the Series 2026 Bonds, to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City, pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), (b) this Resolution, and (c) a General Indenture of Trust (the "General Indenture"), and a Supplemental Indenture of Trust to be entered into in connection with the Series 2026 Bonds (the "Supplemental Indenture" and together with the General Indenture, the "Indenture"), with such Indenture in substantially the form in the meeting at which this Resolution was adopted and which is attached hereto as Exhibit C; and

WHEREAS, the Act provides that prior to issuing bonds, an issuing entity must (a) give notice of its intent to issue such bonds and (b) hold a public hearing to receive input from the public with respect to (i) the issuance of the bonds and (ii) the potential economic impact that the improvement, facility or property for which the bonds pay all or part of the cost will have on the private sector; and

WHEREAS, the Act provides for the posting of a Notice of Public Hearing and Bonds to Be Issued and the City desires to post such notice in compliance with the Act with respect to the Series 2026 Bonds; and

WHEREAS, pursuant to Sections 11-14-316, and 11-14-318 of the Act, the Notice of Public Hearing and Bonds to be Issued shall (a) constitute the notice of intent to issue bonds, (b) constitute notice of a public hearing to receive input from the public with respect to the Series 2026 Bonds and (c) initiates a 30-day contestability period in which any person of interest may contest the issuance of the Series 2026 Bonds; and

WHEREAS, there has been presented to the Council at this meeting a form of a bond purchase Agreement (the "Bond Purchase Agreement"), in substantially the form attached hereto as Exhibit D to be entered into between the City and the underwriter/purchaser (the "Underwriter/Purchaser"); and

WHEREAS, in order to allow the City, in consultation with the City's Municipal Advisor, Zions Public Finance, flexibility in setting the pricing date of the Series 2026 Bonds, the Council desires to grant to any one of the City Manager or the Mayor (or Mayor Pro Tem) (the "Designated Officers"); the authority to select the Underwriter/Purchaser to approve the method of sale, principal amounts, interest rates, terms, pledged revenues, maturities, redemption features, and purchase price at which the Series 2026 Bonds shall be sold and make any changes with respect thereto from those terms which were before the Council at the time of adoption of this Resolution, provided such terms do not exceed the parameters set forth for such terms in this Resolution (the "Parameters");

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

Section 1. For the purpose of (a) financing the Project (b) funding a deposit to a debt service reserve fund, if necessary and (c) paying costs of issuance of the Series 2026 Bonds, the City hereby authorizes the issuance of the Series 2026 Bonds which shall be designated "Hurricane City, Utah Sales Tax Revenue Bonds, Series 2026" (to be issued from time to time as one or more series and with such other series or title designation(s) as may be determined by the City) in the aggregate principal amount of not to exceed $8,000,000. The Series 2026 Bonds shall mature in not more than twenty-six (26) years from their date or dates, shall be sold at a price not less than ninety-eight percent (98%) of the total principal amount thereof, shall bear interest at a rate or rates of not to exceed six percent (6.00%) per annum, as shall be approved by the Designated Officers all within the Parameters set forth herein.

Section 2. The Indenture and the Bond Purchase Agreement, in substantially the forms presented to this meeting and attached hereto as Exhibits C and D, respectively, are hereby authorized, approved, and confirmed. The Mayor and City Recorder are hereby authorized to execute and deliver the Indenture and the Bond Purchase Agreement in substantially the forms and with substantially the content as the forms presented at this meeting for and on behalf of the City, with final terms as may be established by the Designated Officers within the Parameters set forth herein, and with such alterations, changes or additions as may be necessary or as may be authorized by Section 4 hereof. The Designated Officers are hereby authorized to determine the method of sale, select the Underwriter/Purchaser, to specify and agree as to the final principal amounts, terms,

discounts, maturities, interest rates, redemption features, and purchase price with respect to the Series 2026 Bonds for and on behalf of the City, provided that such terms are within the Parameters set by this Resolution.

Section 3. The Designated Officers or other appropriate officials of the City are authorized to make any alterations, changes or additions to the Indenture, the Series 2026 Bonds, the Bond Purchase Agreement or any other document herein authorized and approved which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the Parameters), to correct errors or omissions therein, to complete the same, to remove ambiguities therefrom, or to conform the same to other provisions of said instruments, to the provisions of this Resolution or any resolution adopted by the Council or the provisions of the laws of the State of Utah or the United States. The execution thereof by the Mayor or Designated Officer on behalf of the City of the documents approved hereby shall conclusively establish such necessity, appropriateness, and approval with respect to all such additions, modifications, deletions, and changes incorporated therein.

Section 4. The form, terms, and provisions of the Series 2026 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange, redemption, and number shall be as set forth in the Indenture. The Mayor and the City Recorder (or any deputy City Recorder, collectively, the "City Recorder") are hereby authorized and directed to execute and seal the Series 2026 Bonds and to deliver said Series 2026 Bonds to the trustee (the "Trustee") for authentication. The signatures of the Mayor and the City Recorder may be by facsimile or manual execution. The Series 2026 Bonds shall recite that the Series 2026 Bonds are issued under the authority of the Constitution of the State of Utah, the Act, and any other applicable law.

Section 5. The Designated Officers or other appropriate officials of the City are hereby authorized and directed to execute and deliver to the trustee the written order of the City for authentication and delivery of the Series 2026 Bonds in accordance with the provisions of the Indenture.

Section 6. Upon their issuance, the Series 2026 Bonds will constitute special limited obligations of the City payable solely from and to the extent of the sources set forth in the Series 2026 Bonds and the Indenture. No provision of this Resolution, the Indenture, the Series 2026 Bonds, or any other instrument, shall be construed as creating a general obligation of the City, or of creating a general obligation of the State of Utah or any political subdivision thereof, or as incurring or creating a charge upon the general credit of the City or its taxing powers.

Section 7. The Designated Officers and other appropriate officials of the City, and each of them, are hereby authorized and directed to execute and deliver for and on behalf of the City any or all additional certificates, documents and other papers (including but not limited to an escrow agreement) and to perform all other acts they may deem necessary or appropriate in order to implement and carry out the matters authorized in this Resolution and the documents authorized and approved herein.

Section 8. After the Series 2026 Bonds are delivered by the Trustee to the Underwriter/Purchaser and upon receipt of payment therefor, this Resolution shall be and remain

irrepealable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 9. In accordance with the provisions of the Act, the City directs its officers and staff to cause a "Notice of Public Hearing and Bonds to be Issued" (the "Notice"), to be published in substantially the form attached hereto as Exhibit B. The City shall hold a public hearing on December 18, 2025 to receive input from the public with respect to the issuance of the Series 2026 Bonds and the potential economic impact that the improvements to be financed with the proceeds of the Series 2026 Bonds will have on the private sector, which hearing date shall not be less than fourteen (14) days after the Notice is published (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City and (b) as required in Section 45-1-101, Utah Code. City Recorder shall cause a copy of this Resolution (together with all exhibits hereto) and the Indenture to be kept on file in City offices, for public examination during the regular business hours of the City until at least thirty (30) days after the date of publication thereof.

Section 10. The City hereby reserves the right to opt not to issue the Series 2026 Bonds for any reason.

Section 11. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Resolution shall be in full force and effect immediately upon its approval and adoption.

Section 12. Upon the issuance of the Series 2026 Bonds, this Resolution shall be and remain irrepealable until the principal of, premium, if any, and interest on the Series 2026 Bonds are deemed to have been duly discharged in accordance with the terms and provisions of the Indenture.

Section 13. The City hereby declares its intention and reasonable expectation to use proceeds of tax-exempt bonds to reimburse itself for initial expenditures for costs of the Project. The Series 2026 Bonds are to be issued, and the reimbursements made, by the later of 18-months after the payment of the costs or after the Project is placed in service, but in any event, no later than three years after the date the original expenditure was paid. The maximum principal amount of the Series 2026 Bonds which will be issued to finance the reimbursed costs of the Project is not expected to exceed $8,000,000.

APPROVED AND ADOPTED this November 20, 2025.

(SEAL)

By:_____
Nanette Billings, Mayor

ATTEST:

By:_____
Cindy Beteag, City Recorder

(Other business not pertinent to the foregoing appears in the minutes of the meeting.)

Upon the conclusion of all business on the Agenda, the meeting was adjourned.

(SEAL)

By:_____
Nanette Billings, Mayor

ATTEST:

By:_____
Cindy Beteag, City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the duly appointed and qualified City Recorder of Hurricane City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "City Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the City Council held on November 20, 2025, including a resolution (the "Resolution") adopted at said meeting as said minutes and Resolution are officially of record in my possession.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on November 20, 2025, and that pursuant to the Resolution, a Notice of Public Hearing and Bonds to be Issued will be posted no less than fourteen (14) days before the public hearing date: (a) as a Class A notice under Section 63G-30-102 Utah Code Annotated 1953, as amended ("Utah Code") (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code, (ii) on the City's official website, and (iii) in a public location within the principal office of the City that is reasonably likely to be seen by residents of the City and (b) published as required by Section 45-1-101, Utah Code.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on November 20, 2025.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this November 20, 2025.

(SEAL)

By:_____
Cindy Beteag, City Recorder

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the "City"), do hereby certify, according to the records of the City in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated, 1953, as amended ("Utah Code"), I gave not less than twenty-four (24) hours public notice (the "Notice") of the agenda, date, time and place of the public meeting held by the City Council of the City (the "City Council"), by causing the Notice, in the form attached hereto as Schedule 1,:

(i) to be posted at the City's principal offices at least twenty-four (24) hours prior to the convening of the meeting, said Notice having continuously remained so posted and available for public inspection until the completion of the meeting;

(ii) to be posted to the Utah Public Notice Website (http://pmn.utah.gov) at least twenty-four (24) hours prior to the convening of the meeting; and

(iii) to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

In addition, the 2025 Notice of Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) was given specifying the date, time and place of the regular meetings of the City Council to be held during the year, by causing said Notice to be posted at least annually (a) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (b) on the City's official website and (c) in a public location within the principal office of the City that is reasonably likely to be seen by residents of the City.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 20, 2025.

(SEAL)

By:_____
Cindy Beteag, City Recorder

SCHEDULE 1

NOTICE OF MEETING

SCHEDULE 2

ANNUAL MEETING SCHEDULE

EXHIBIT B

NOTICE OF PUBLIC HEARING AND BONDS TO BE ISSUED

NOTICE IS HEREBY GIVEN pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act"), that on November 20, 2025, the City Council (the "Council") of Hurricane City, Utah (the "Issuer"), adopted a resolution (the "Resolution") authorizing the issuance of the Issuer's Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), to be issued in one or more series and with such other series or title designation(s) as may be determined by the Issuer and called a public hearing to receive input from the public with respect to the issuance of the Series 2026 Bonds and any potential impact that the Project (defined below) financed with the proceeds of the Series 2026 Bonds may have on the private sector.

PURPOSE, TIME, PLACE AND LOCATION OF PUBLIC HEARING

The Issuer shall hold a public hearing on December 18, 2025, at the hour of 6:00 p.m. at Issuer's offices located at 147 North 870 West, Hurricane, Utah. The purpose of the hearing is to receive input from the public with respect to (a) the issuance of the Series 2026 Bonds and (b) any potential economic impact that the project to be financed with the proceeds of the Series 2026 Bonds may have on the private sector. All members of the public are invited to attend and participate.

PURPOSE FOR ISSUING THE SERIES 2026 BONDS

The Series 2026 Bonds will be issued for the purpose of (a) finance the construction of a new community swimming pool and all related improvements (collectively, the "Project"), (b) funding a deposit to a debt service reserve fund, if necessary, and (c) paying costs of issuance of the Series 2026 Bonds.

PARAMETERS OF THE BONDS

The Issuer intends to issue the Series 2026 Bonds in the aggregate principal amount of not more than Eight Million Dollars ($8,000,000), to mature in not more than twenty-six (26) years from their date or dates, to be sold at a price of not less than ninety-eight percent (98%) of the total principal amount thereof, and to bear interest at a rate or rates not to exceed six percent (6.00%) per annum. The Series 2026 Bonds are to be issued and sold by the Issuer pursuant to the Resolution, including as part of said Resolution a General Indenture of Trust and a Supplemental Indenture of Trust (together, the "Indenture"), which were before the Council in substantially final form at the time of the adoption of the Resolution and said Indenture is to be executed by the Issuer in such form and with such changes thereto as shall be approved by the Issuer; provided that the principal amount, interest rate or rates, maturity, and discount of the Series 2026 Bonds will not exceed the maximums set forth above. The Issuer reserves the right to not issue the Series 2026 Bonds for any reason and at any time up to the issuance of the Series 2026 Bonds.

REVENUES PROPOSED TO BE PLEDGED

The Issuer proposes to pledge toward the payment of the Series 2026 Bonds 100% of the local sales and use tax revenues pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code (the "Revenues").

OUTSTANDING BONDS SECURED BY REVENUES

The Issuer currently has no outstanding bonds secured by the Revenues.

OTHER OUTSTANDING BONDS OF THE ISSUER

Information regarding all of the Issuer's outstanding bonds may be found in the Issuer's audited financial report (the "Financial Report") at: https://reporting.auditor.utah.gov/searchreports/s/. For additional information more recent than as of the date of the Financial Report please contact Kaden DeMille, City Manager (435) 635-2811, ext. 125.

TOTAL ESTIMATED COST

Based on an estimate of the current interest rate and financing plan, the estimated total debt service cost of the Series 2026 Bonds, if held until maturity is $13,993,300.00.

A copy of the Resolution and the Indenture will be on file in the office of the City Recorder, 147 North 870 West, Hurricane, Utah, where they may be examined during regular business hours of the City Recorder from 8:00 a.m. to 5:00 p.m. Monday through Thursday and 8:00 a.m. to 3:00 p.m. on Friday, for a period of at least thirty (30) days from and after the date of publication of this notice.

NOTICE IS FURTHER GIVEN that a period of thirty (30) days from and after the date of the publication of this notice is provided by law during which any person in interest shall have the right to contest the legality of the Resolution, the Indenture (but only as it relates to the Bonds), or the Bonds, or any provision made for the security and payment of the Bonds, and that after such time, no one shall have any cause of action to contest the regularity, formality, or legality thereof for any cause whatsoever.

DATED this November 20, 2025.

/s/ Cindy Beteag
City Recorder

EXHIBIT C

FORMS OF INDENTURE

(See Transcript Document No. __)

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

(See Transcript Document No. __)

SALES TAX REVENUE BONDS

GENERAL INDENTURE OF TRUST

Dated as of [_____1], 2026

between

HURRICANE, UTAH,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION,
as Trustee

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EXHIBIT A FORM OF REQUISITION A-1

THIS GENERAL INDENTURE OF TRUST, dated as of [_____1], 2026, by and between Hurricane City, Utah, political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer"), and Zions Bancorporation, National Association, a national banking association duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal corporate trust office in Salt Lake City, Utah, as trustee (the "Trustee"),

W I T N E S S E T H:

WHEREAS, the Issuer desires to finance and/or refinance all or a portion of the costs of facilities, equipment and improvements for the benefit of the Issuer pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended and/or the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code Annotated 1953, as amended (collectively, the "Act"); and

WHEREAS, the Issuer is authorized under the Act to issue its bonds secured by a pledge of and payable from the Revenues described herein; and

WHEREAS, the Issuer desires to pledge said Revenues toward the payment of the Principal and interest on Bonds issued hereunder:

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

For and in consideration of the premises, the mutual covenants of the Issuer and the Trustee, the purchase from time to time of the Bonds by the Registered Owners thereof, the issuance by Security Instrument Issuers from time to time of Security Instruments and the issuance by Reserve Instrument Providers from time to time of Reserve Instruments, and in order to secure the payment of the Principal of and premium, if any, and interest on the Bonds, of all Repayment Obligations according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed or implied herein, in the Bonds, in all Security Instrument Agreements and in all Reserve Instrument Agreements, the Issuer does hereby convey, assign and pledge unto the Trustee and unto its successors in trust forever all right, title and interest of the Issuer in and to (i) the Revenues, (ii) all moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund), and (iii) all other rights hereinafter granted, first, for the further securing of the Bonds and all Security Instrument Repayment Obligations, and second, for the further security of all Reserve Instrument Repayment Obligations, subject only to the provisions of this Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Indenture;

TO HAVE AND TO HOLD all the same with all privileges and appurtenances hereby and hereafter conveyed and assigned, or agreed or intended so to be, to the Trustee and its respective successors and assigns in such trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust set forth in this Indenture, FIRST, with respect to the Revenues, for the equal and proportionate benefit, security and protection of all Registered Owners of the Bonds issued pursuant to and secured by this Indenture and all Security Instrument Issuers without privilege, priority or distinction as to the lien or otherwise of any Bond

or Security Instrument Issuer over any other by reason of time of issuance, sale, delivery or maturity or expiration thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Indenture; and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the Principal and premium, if any, on the Bonds and the interest due or to become due thereon, at the times and in the manner mentioned in the Bonds, all Security Instrument Repayment Obligations, according to the true intent and meaning thereof, and all Reserve Instrument Repayment Obligations, according to the true intent and meaning thereof, or shall provide, as permitted by this Indenture, for the payment thereof as provided in Article X hereof, and shall pay or cause to be paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions of this Indenture, then upon such final payments or provisions for such payments by the Issuer, this Indenture, and the rights hereby granted, shall terminate; otherwise this Indenture shall remain in full force and effect.

The terms and conditions upon which the Bonds are to be executed, authenticated, delivered, secured and accepted by all persons who from time to time shall be or become Registered Owners thereof, and the trusts and conditions upon which the Revenues are to be held and disposed, which said trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. As used in this Indenture, the following terms shall have the following meanings unless the context otherwise clearly indicates:

"Accreted Amount" means, with respect to Capital Appreciation Bonds of any Series and as of the date of calculation, the amount representing the initial public offering price, plus the accumulated and compounded interest on such Bonds, as established pursuant to the Supplemental Indenture authorizing such Capital Appreciation Bonds.

"Act" means, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code and the Utah Refunding Bond Act, Title 11, Chapter 27, Utah Code, each to the extent applicable.

"Additional Bonds" means all Bonds issued under this Indenture other than the Initial Bonds.

"Administrative Costs" means all Security Instrument Costs, Reserve Instrument Costs and Rebatable Arbitrage.

"Aggregate Annual Debt Service Requirement" means the total Debt Service (including any Repayment Obligations) for any one Bond Fund Year (or other specific period) on all Series of Bonds Outstanding or any specified portion thereof.

"Authorized Amount" means, with respect to a Commercial Paper Program, the maximum Principal amount of commercial paper which is then authorized by the Issuer to be outstanding at any one time pursuant to such Commercial Paper Program.

"Authorized Representative" means the Mayor, Vice Mayor, City Recorder, City Manager, Treasurer or any other officer of the Issuer so designated in writing by an Authorized Representative of the Issuer to the Trustee.

"Average Aggregate Annual Debt Service Requirement" means the total of all Aggregate Annual Debt Service Requirements divided by the total Bond Fund Years of the Bonds Outstanding or any specified portion thereof.

"Balloon Bonds" means, unless otherwise provided in the related Supplemental Indenture, Bonds (and/or Security Instrument Repayment Obligations relating thereto), other than Bonds which mature within one year of the date of issuance thereof, 25% or more of the Principal Installments on which (a) are due or, (b) at the option of the Owner thereof may be redeemed, during any period of twelve consecutive months; provided, however, that to constitute Balloon Bonds, the Issuer must so designate such Bonds.

"Bond Fund" means Hurricane City, Utah Sales Tax Revenue Bond Fund created in Section 3.2 hereof to be held by the Trustee and administered pursuant to Section 5.3 hereof.

"Bond Fund Year" means the 12-month period beginning July 1 of each year and ending on the next succeeding June 30, except that the first Bond Fund Year shall begin on the date of delivery of the Initial Bonds and shall end on the next succeeding June 30.

"Bondholder," "Bondowner," "Registered Owner" or "Owner" means the registered owner of any Bonds herein authorized according to the registration books of the Issuer maintained by the Trustee as Registrar.

"Bonds" means bonds, notes, commercial paper or other obligations (other than Repayment Obligations) authorized by and at any time Outstanding pursuant to this Indenture, including the Initial Bonds and any Additional Bonds.

"Build America Bonds" means the interest subsidy bonds issuable by the Issuer under Sections 54AA and 6431 of the Code and a "qualified bond" under Section 54AA(g)(2) of the Code or such other tax credit bonds of substantially similar nature which may be hereafter authorized.

"Business Day" means any day (i)(a) on which banking business is transacted, but not including any day on which banks are authorized to be closed in New York City or in the city in which the Trustee has its Principal Corporate Trust Office or, with respect to a related Series of Bonds, in the city in which any Security Instrument Issuer has its principal office for purposes of such Security Instrument and (b) on which the New York Stock Exchange is open, or (ii) as otherwise provided in a Supplemental Indenture.

"Capital Appreciation Bonds" means Bonds, the interest on which (i) is compounded and accumulated at the rates and on the dates set forth in the Supplemental Indenture authorizing the issuance of such Bonds and designating them as Capital Appreciation Bonds, and (ii) is payable upon maturity or prior redemption of such Bonds.

"City Recorder" means the City Recorder of the Issuer and any deputy to the City Recorder or any successor to the duties of such office.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commercial Paper Program" means commercial paper obligations with maturities of not more than two hundred seventy (270) days from the dates of issuance thereof which are issued and reissued by the Issuer from time to time pursuant to Article II hereof and are outstanding up to an Authorized Amount.

"Construction Fund" means Hurricane City, Utah Sales Tax Revenue Construction Fund created in Section 3.1 hereof to be held by the Trustee and administered pursuant to Section 5.1 hereof.

"Cost" or "Costs" or "Cost of Completion", or any phrase of similar import, in connection with a Project or with the refunding of any bonds, means all costs and expenses which are properly chargeable thereto under generally accepted accounting principles or which are incidental to the financing, acquisition and construction of a Project, or the refunding of any bonds, including, without limiting the generality of the foregoing:

(a) amounts payable to contractors and costs incident to the award of contracts;

(b) cost of labor, facilities and services furnished by the Issuer and its employees or others, materials and supplies purchased by the Issuer or others and permits and licenses obtained by the Issuer or others;

(c) engineering, architectural, legal, planning, underwriting, accounting and other professional and advisory fees;

(d) premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same;

(e) interest expenses, including interest on the Series of Bonds relating to a Project;

(f) printing, engraving and other expenses of financing, including fees of financial rating services and other costs of issuing the Series of Bonds (including costs of interest rate caps and costs related to Interest Rate Swaps (or the elimination thereof));

(g) costs, fees and expenses in connection with the acquisition of real and personal property or rights therein, including premiums for title insurance;

(h) costs of furniture, fixtures, and equipment purchased by the Issuer and necessary to construct a Project;

(i) amounts required to repay temporary or bond anticipation loans or notes made to finance the costs of a Project;

(j) cost of site improvements performed by the Issuer in anticipation of a Project;

(k) moneys necessary to fund the Funds created under this Indenture;

(l) costs of the capitalization with proceeds of a Series of Bonds issued hereunder of any operation and maintenance expenses and other working capital appertaining to any facilities to be acquired for a Project and of any interest on a Series of Bonds for any period not exceeding the period estimated by the Issuer to effect the construction of a Project plus one year, as herein provided, of any discount on bonds or other securities, and of any reserves for the payment of the Principal of and interest on a Series of Bonds, of any replacement expenses and of any other cost of issuance of a Series of Bonds or other securities, Security Instrument Costs and Reserve Instrument Costs;

(m) costs of amending any indenture or other instrument authorizing the issuance of or otherwise appertaining to a Series of Bonds;

(n) all other expenses necessary or desirable and appertaining to a Project, as estimated or otherwise ascertained by the Issuer, including costs of contingencies for a Project; and

(o) payment to the Issuer of such amounts, if any, as shall be necessary to reimburse the Issuer in full for advances and payments theretofore made or costs theretofore incurred by the Issuer for any item of Costs.

In the case of refunding or redeeming any bonds or other obligations, "Cost" includes, without limiting the generality of the foregoing, the items listed in (c), (e), (f), (i), (k), (l), (m) and (o) above, advertising and other expenses related to the redemption of such bonds to be redeemed and the redemption price of such bonds (and the accrued interest payable on redemption to the extent not otherwise provided for).

"Cross-over Date" means, with respect to Cross-over Refunding Bonds, the date on which the Principal portion of the related Cross-over Refunded Bonds is to be paid or redeemed from the proceeds of such Cross-over Refunding Bonds.

"Cross-over Refunded Bonds" means Bonds or other obligations refunded by Cross-over Refunding Bonds.

"Cross-over Refunding Bonds" means Bonds issued for the purpose of refunding Bonds or other obligations if the proceeds of such Cross-over Refunding Bonds are irrevocably deposited in escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, to secure the payment on an applicable redemption date or maturity date of the Cross-over Refunded Bonds (subject to possible use to pay Principal of the Cross-over Refunding Bonds under certain circumstances) and the earnings on such escrow deposit are required to be applied to pay interest on the Cross-over Refunding Bonds until the Cross-over Date.

"Current Interest Bonds" means all Bonds other than Capital Appreciation Bonds. Interest on Current Interest Bonds shall be payable periodically on the Interest Payment Dates provided therefor in a Supplemental Indenture.

"Debt Service" means, for any particular Bond Fund Year and for any Series of Bonds and any Repayment Obligations, an amount equal to the sum of (i) all interest payable during such Bond Fund Year on such Series of Bonds plus (ii) the Principal Installments payable during such Bond Fund Year on (a) such Bonds Outstanding, calculated on the assumption that Bonds Outstanding on the day of calculation cease to be Outstanding by reason of, but only by reason of, payment either upon maturity or application of any Sinking Fund Installments required by the Indenture, and (b) such Repayment Obligations then outstanding;

provided, however, for purposes of Section 2.13 hereof,

(1) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds or Repayment Obligations bearing interest at a variable rate which cannot be ascertained for any particular Bond Fund Year, it shall be assumed that such Series of Variable Rate Bonds or related Repayment Obligations will bear interest at such market rate of interest applicable to such Series of Variable Rate Bonds or related Repayment Obligations, as shall be

established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(2) when calculating interest payable during such Bond Fund Year for any Series of Variable Rate Bonds which are issued with a floating rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a fixed interest rate, such Series of Variable Rate Bonds shall be deemed to bear interest at the effective fixed annual rate thereon as a result of such Interest Rate Swap; provided that such effective fixed annual rate may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(3) when calculating interest payable during such Bond Fund Year for any Series of Bonds which are issued with a fixed interest rate and with respect to which an Interest Rate Swap is in effect in which the Issuer has agreed to pay a floating amount, Debt Service shall include the interest payable on such Series of Bonds, less fixed amounts to be received by the Issuer under such Interest Rate Swap plus the amount of the floating payments (using the market rate in a manner similar to that described in (1) above, unless another method of estimation is more appropriate, in the opinion of the Issuer's financial advisor, underwriter or similar agent with the approval of each Rating Agency, for such floating payments) to be made by the Issuer under the Interest Rate Swap; provided that the above described calculation of Debt Service may be utilized only if such Interest Rate Swap does not result in a reduction or withdrawal of any rating then in effect with respect to the Bonds and so long as such Interest Rate Swap is contracted to remain in full force and effect;

(4) when calculating interest payable during such Bond Fund Year with respect to any Commercial Paper Program, Debt Service shall include an amount equal to the sum of all Principal and interest payments that would be payable during such Bond Fund Year assuming that the Authorized Amount of such Commercial Paper Program is amortized on a level debt service basis over a period of 30 years beginning on the date of calculation or, if later, the last day of the period during which obligations can be issued under such Commercial Paper Program, and bearing interest at such market rate of interest applicable to such Commercial Paper Program as shall be established for this purpose in the opinion of the Issuer's financial advisor, underwriter or similar agent (which market rate of interest may be based upon a recognized comparable market index, an average of interest rates for prior years or otherwise);

(5) When calculating interest payable on Bonds that are Paired Obligations, the interest rate on such Bonds shall be the resulting linked rate or effective fixed interest rate to be paid by the Issuer with respect to such Paired Obligations; and

(6) Amortization of Balloon Bonds may be assumed on a level debt service basis over a twenty-year period at the interest rate based on the Revenue Bond Index as last published in *The Bond Buyer*, provided that the full amount of Balloon Bonds shall be included in the calculation if the calculation is made within twelve (12) months of the actual maturity of such Balloon Bonds and no credit facility exists;

and further provided, that there shall be excluded from Debt Service (a) interest on Bonds (including Cross-over Refunding Bonds or Cross-over Refunded Bonds) to the extent that Escrowed Interest or capitalized interest is available to pay such interest, (b) Principal on Cross-over Refunded Bonds to the extent that the proceeds of Cross-over Refunding Bonds are on deposit in an irrevocable escrow in satisfaction of the requirements of Section 11-27-3, Utah Code, as amended, and such proceeds or the earnings thereon are required to be applied to pay such Principal (subject to the possible use to pay the Principal of the Cross-over Refunding Bonds under certain circumstances) and such amounts so required to be applied are sufficient to pay such Principal, (c) Repayment Obligations to the extent that payments on Pledged Bonds relating to such Repayment Obligations satisfy the Issuer's obligation to pay such Repayment Obligations and (d) all interest on Bonds to the extent of Direct Payments attributable to Debt Service on Outstanding Bonds or Additional Bonds proposed to be issued.

"Debt Service Reserve Fund" means Hurricane City, Utah Sales Tax Revenue Debt Service Reserve Fund created in Section 3.4 hereof to be held by the Trustee and administered pursuant to Section 5.5 hereof.

"Debt Service Reserve Requirement" means, with respect to each Series of Bonds issued pursuant to this Indenture, unless otherwise provided in the related Supplemental Indenture, an amount equal to the least of (a) ten percent (10%) of the proceeds of such Series of Bonds determined on the basis of original Principal amount (unless original issue premium or original issue discount exceeds two percent (2%) of original Principal, then determined on the basis of initial purchase price to the public), (b) the maximum annual Debt Service during any Bond Fund Year for such Series of Bonds, and (c) one hundred twenty-five percent (125%) of the average annual Debt Service for such Series of Bonds; provided, however, that in the event any Series of Refunding Bonds is issued to refund only a portion and not all of the then Outstanding Bonds of any other Series issued pursuant to this Indenture (the "Prior Bonds"), then the portion of such Series of Prior Bonds that remain Outstanding immediately after the issuance of such Refunding Bonds and the portion of such Refunding Bonds that is allocable to the refunding of such Series of Prior Bonds may be combined and treated as a single Series for purpose of determining the Debt Service Reserve Requirement relating to such combined Series and the resulting requirement shall be allocated among the two (2) Series pro rata based upon the total Principal amount remaining Outstanding for each Series. The Debt Service Reserve Requirement may be funded by proceeds from the sale of such Series of Bonds, by a Reserve Instrument as herein provided or, if provided in the related Supplemental Indenture, may be accumulated over time. Each account of the Debt Service Reserve Fund shall only be used with respect to the related Series of Bonds.

"Direct Obligations" means noncallable Government Obligations.

"Direct Payments" means the interest subsidy payments received by the Issuer from the Internal Revenue Service pursuant to Section 6431 of the Code or other similar programs with respect to Bonds issued hereunder.

"Escrowed Interest" means amounts irrevocably deposited in escrow in accordance with the requirements of Section 11-27-3, Utah Code, in connection with the issuance of refunding bonds or Cross-over Refunding Bonds secured by such amounts or earnings on such amounts

which are required to be applied to pay interest on such Cross-over Refunding Bonds or the related Cross-over Refunded Bonds.

"Event of Default" means with respect to any default or event of default hereunder any occurrence or event specified in and defined by Section 7.1 hereof.

"Fitch" means Fitch Ratings, Inc.

"Governing Body" means the City Council of the Issuer.

"Government Obligations" means solely one or more of the following:

(a) State and Local Government Series issued by the United States Treasury ("SLGS");

(b) United States Treasury bills, notes and bonds, as traded on the open market;

(c) Zero Coupon United States Treasury Bonds; and

(d) Any other direct obligations of or obligations fully and unconditionally guaranteed by, the United States of America (including, without limitation, obligations commonly referred to as "REFCORP strips").

"Indenture" means this General Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms of this Indenture.

"Initial Bonds" means the first Series of Bonds issued under this Indenture.

"Interest Payment Date" means the stated payment date of an installment of interest on the Bonds.

"Interest Rate Swap" means an agreement between the Issuer or the Trustee and a Swap Counterparty related to a Series of Bonds whereby (i) a variable rate cash flow (which may be subject to any interest rate cap) on a principal or notional amount is exchanged for a fixed rate of return on an equal principal or notional amount or (ii) a fixed rate cash flow on a principal or notional amount is exchanged for a variable rate of return (which may be subject to any interest rate cap) on an equal principal or notational amount. If the Issuer or the Trustee enters into more than one Interest Rate Swap with respect to a Series of Bonds, each Interest Rate Swap shall specify the same payment dates.

"Issuer" means Hurricane City, Utah and its successors.

"Mayor" means the Mayor of the Issuer or any successor to the duties of such office.

"Moody's" means Moody's Investors Service, Inc.

"MSRB" means the Municipal Securities Rulemaking Board.

"Outstanding" or "Bonds Outstanding" means at any date all Bonds which have not been canceled which have been or are being authenticated and delivered by the Trustee under this Indenture, except:

(a) Any Bond or portion thereof which at the time has been paid or deemed paid pursuant to Article X of this Indenture; and

(b) Any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered hereunder, unless proof satisfactory to the Trustee is presented that such Bond is held by a bona fide holder in due course.

"Owner(s)" or "Registered Owner(s)" means the registered owner(s) of the Bonds according to the registration books of the Issuer maintained by the Trustee as Registrar for the Bonds pursuant to Sections 2.6, 6.5, and 11.5 hereof.

"Paired Obligations" means any Series (or portion thereof) of Bonds designated as Paired Obligations in the Supplemental Indenture authorizing the issuance or incurrence thereof, which are simultaneously issued or incurred (i) the Principal of which is of equal amount maturing and to be redeemed (or cancelled after acquisition thereof) on the same dates and in the same amounts, and (ii) the interest rates of which, when taken together, result in an irrevocably fixed interest rate obligation of the Issuer for the terms of such Bonds.

"Paying Agent" means the Trustee, appointed as the initial paying agent for the Bonds pursuant to Sections 6.6 and 11.5 hereof, and any additional or successor paying agent appointed pursuant hereto.

"Pledged Bonds" means any Bonds that have been (i) pledged or in which any interest has otherwise been granted to a Security Instrument Issuer as collateral security for Security Instrument Repayment Obligations or (ii) purchased and held by a Security Instrument Issuer pursuant to a Security Instrument.

"Principal" means (i) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed unearned interest), except as used in connection with the authorization and issuance of Bonds and with the order of priority of payment of Bonds after an Event of Default, in which case "Principal" means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest), and (ii) with respect to any Current Interest Bond, the Principal amount of such Bond payable at maturity.

"Principal Corporate Trust Office" means, with respect to the Trustee, the office of the Trustee at One South Main Street, 12th Floor, Suite 200, Salt Lake City, Utah 84133, or such other or additional offices as may be specified by the Trustee.

"Principal Installment" means, as of any date of calculation, (i) with respect to any Series of Bonds, so long as any Bonds thereof are Outstanding, (a) the Principal amount of Bonds of such Series due on a certain future date for which no Sinking Fund Installments have been established, or (b) the unsatisfied balance of any Sinking Fund Installment due on a certain future date for

Bonds of such Series, plus the amount of the sinking fund redemption premiums, if any, which would be applicable upon redemption of such Bonds on such future date in a Principal amount equal to such unsatisfied balance of such Sinking Fund Installment and (ii) with respect to any Repayment Obligations, the Principal amount of such Repayment Obligations due on a certain future date.

"Project" means the acquisition, construction, and/or improvement of capital facilities, equipment and/or improvements financed or refinanced with a Series of Bonds that qualifies as an appropriate use for the Revenues.

"Put Bond" means any Bond which is part of a Series of Bonds which is subject to purchase by the Issuer, its agent or a third party from the Owner of the Bond pursuant to provisions of the Supplemental Indenture authorizing the issuance of the Put Bond and designating it as a "Put Bond".

"Qualified Investments" means any of the following securities:

(a) Government Obligations;

(b) Obligations of any of the following federal agencies which obligations represent full faith and credit obligations of the United States of America including: the Export-Import Bank of the United States; the Government National Mortgage Association; the Federal Financing Bank; the Farmer's Home Administration; the Federal Housing Administration; the Maritime Administration: General Services Administration, Small Business Administration; or the Department of Housing and Urban Development (PHA's);

(c) Money market funds rated "AAAm" or "AAAm-G" or better by S & P and/or the equivalent rating or better of Moody's (if so rated), including money market funds from which the Trustee or its affiliates derive a fee for investment advisory services to such funds;

(d) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's or "A-1+" by S&P, and which matures not more than 270 days after the date of purchase;

(e) Bonds, notes or other evidences of indebtedness rated "AAA" by S&P and "Aaa" by Moody's issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;

(f) U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks, including the Trustee and its affiliates, which have a rating on their short-term certificates of deposit on the date or purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);

(g) The fund held by the Treasurer for the State of Utah and commonly known as the Utah State Public Treasurer's Investment Fund; and

(h) Any other investments or securities permitted for investment of public funds under the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code, Annotated 1953, as amended, including investments contracts permitted by Section 51-7-17(2)(d) thereof.

"Rating Agency" means Fitch, Moody's or S&P and their successors and assigns, but only to the extent such rating agency is then providing a rating on a Series of Bonds issued hereunder at the request of the Issuer. If any such Rating Agency ceases to act as a securities rating agency, the Issuer may designate any nationally recognized securities rating agency as a replacement.

"Rating Category" or "Rating Categories" mean one or more of the generic rating categories of a Rating Agency, without regard to any refinement or gradation of such rating category or categories by a numerical modifier or otherwise.

"Rebatable Arbitrage" means with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the amount (determinable as of each Rebate Calculation Date) of rebatable arbitrage payable to the United States at the times and in the amounts specified in Section 148(f)(3) of the Code and Section 1.148-3 of the Regulations.

"Rebate Calculation Date" means, with respect to any Series of Bonds where (i) the interest thereon is intended to be excludable from gross income for federal income tax purposes or (ii) Direct Payments are applicable, the Interest Payment Date next preceding the fifth anniversary of the issue date of such Series of Bonds, each fifth anniversary of the initial rebate calculation date for such Series of Bonds, and the date of retirement of the last Bond for such Series.

"Rebate Fund" means Hurricane City, Utah Sales Tax Revenue Rebate Fund created in Section 3.6 hereof to be held by the Trustee and administered pursuant to Section 5.7 hereof.

"Registrar" means the Trustee (or other party designated as Registrar by Supplemental Indenture), appointed as the registrar for the Bonds pursuant to Sections 2.6 and 11.5 hereof, and any additional or successor registrar appointed pursuant hereto.

"Regular Record Date" means, unless otherwise provided by Supplemental Indenture for a Series of Bonds, the fifteenth day immediately preceding each Interest Payment Date.

"Regulations," and all references thereto means the applicable final, proposed and temporary United States Treasury Regulations promulgated with respect to Sections 103 and 141 through 150 of the Code, including all amendments thereto made hereafter.

"Remarketing Agent" means the remarketing agent or commercial paper dealer appointed by the Issuer pursuant to a Supplemental Indenture.

"Repayment Obligations" means, collectively, all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations.

"Reserve Instrument" means a device or instrument issued by a Reserve Instrument Provider to satisfy all or any portion of the Debt Service Reserve Requirement applicable to a

Series of Bonds. The term "Reserve Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, surety bonds, standby bond purchase agreements, lines of credit and other devices.

"Reserve Instrument Agreement" means any agreement entered into by the Issuer and a Reserve Instrument Provider pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) and providing for the issuance by such Reserve Instrument Provider of a Reserve Instrument.

"Reserve Instrument Costs" means all fees, premiums, expenses and similar costs, other than Reserve Instrument Repayment Obligations, required to be paid to a Reserve Instrument Provider pursuant to a Reserve Instrument Agreement. Each Reserve Instrument Agreement shall specify the fees, premiums, expenses and costs constituting Reserve Instrument Costs.

"Reserve Instrument Coverage" means, as of any date of calculation, the aggregate amount available to be paid to the Trustee pursuant hereto under all Reserve Instruments.

"Reserve Instrument Fund" means Hurricane City, Utah Sales Tax Revenue Reserve Instrument Fund created in Section 3.5 hereof to be held by the Trustee and administered pursuant to Section 5.6 hereof.

"Reserve Instrument Limit" means, as of any date of calculation and with respect to any Reserve Instrument, the maximum aggregate amount available to be paid under such Reserve Instrument into the Debt Service Reserve Fund assuming for purposes of such calculation that the amount initially available under each Reserve Instrument has not been reduced or that the amount initially available under each Reserve Instrument has only been reduced as a result of the payment of Principal of the applicable Series of Bonds.

"Reserve Instrument Provider" means any bank, savings and loan association, savings bank, thrift institution, credit union, insurance company, surety company or other institution issuing a Reserve Instrument.

"Reserve Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Reserve Instrument Agreement, those outstanding amounts payable by the Issuer under such Reserve Instrument Agreement to repay the Reserve Instrument Provider for payments previously made by it pursuant to a Reserve Instrument. There shall not be included in the calculation of Reserve Instrument Repayment Obligations any Reserve Instrument Costs.

"Revenue Fund" means Hurricane City, Utah Sales Tax Revenue Fund created in Section 3.7 hereof to be held by the Issuer and administered pursuant to Section 5.2 hereof.

"Revenues" means (i) 100% of the Sales and Use Tax and (ii) Direct Payments.

"S&P" means S&P Global Ratings.

"Sales and Use Tax" means 100% of the sales and use tax revenues received by the Issuer pursuant to the Local Sales and Use Tax Act, Title 59, Chapter 12, Part 2 of the Utah Code.

"Security Instrument" means an instrument or other device issued by a Security Instrument Issuer to pay, or to provide security or liquidity for, a Series of Bonds. The term "Security Instrument" includes, by way of example and not of limitation, letters of credit, bond insurance policies, standby bond purchase agreements, lines of credit and other security instruments and credit enhancement or liquidity devices (but does not include a Reserve Instrument); provided, however, that no such device or instrument shall be a "Security Instrument" for purposes of this Indenture unless specifically so designated in a Supplemental Indenture authorizing the use of such device or instrument.

"Security Instrument Agreement" means any agreement entered into by the Issuer and a Security Instrument Issuer pursuant to a Supplemental Indenture (including the applicable portions of a Supplemental Indenture) providing for the issuance by such Security Instrument Issuer of a Security Instrument.

"Security Instrument Costs" means, with respect to any Security Instrument, all fees, premiums, expenses and similar costs, other than Security Instrument Repayment Obligations, required to be paid to a Security Instrument Issuer pursuant to a Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument. Such Security Instrument Agreement or Supplemental Indenture shall specify any fees, premiums, expenses and costs constituting Security Instrument Costs.

"Security Instrument Issuer" means any bank or other financial institution, insurance company, surety company or other institution issuing a Security Instrument.

"Security Instrument Repayment Obligations" means, as of any date of calculation and with respect to any Security Instrument Agreement, any outstanding amounts payable by the Issuer under the Security Instrument Agreement or the Supplemental Indenture authorizing the use of such Security Instrument to repay the Security Instrument Issuer for payments previously or concurrently made by the Security Instrument Issuer pursuant to a Security Instrument. There shall not be included in the calculation of the amount of Security Instrument Repayment Obligations any Security Instrument Costs.

"Series" means all of the Bonds authenticated and delivered on original issuance and identified pursuant to the Supplemental Indenture authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu thereof or in substitution therefor.

"Sinking Fund Account" means Hurricane City, Utah Sales Tax Revenue Sinking Fund Account of the Bond Fund created in Section 3.3 hereof to be held by the Trustee and administered pursuant to Section 5.4 hereof.

"Sinking Fund Installment" means the amount of money which is required to be deposited into the Sinking Fund Account in each Bond Fund Year for the retirement of Term Bonds as specified in the Supplemental Indenture authorizing said Term Bonds (whether at maturity or by redemption), and including the redemption premium, if any.

"Special Record Date" means such date as may be fixed for the payment of defaulted interest on the Bonds in accordance with this Indenture.

"State" means the State of Utah.

"Supplemental Indenture" means any supplemental indenture between the Issuer and the Trustee entered into pursuant to and in compliance with the provisions of Article IX hereof.

"Swap Counterparty" means a member of the International Swap Dealers Association rated in one of the three top Rating Categories by at least one of the Rating Agencies and meeting the requirements of applicable laws of the State.

"Swap Payments" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable to the Swap Counterparty by the Issuer. Swap Payments do not include any Termination Payments.

"Swap Receipts" means as of each payment date specified in an Interest Rate Swap, the amount, if any, payable for the account of the Issuer by the Swap Counterparty. Swap Receipts do not include amounts received with respect to the early termination or modification of an Interest Rate Swap.

"Term Bonds" means the Bonds which shall be subject to retirement by operation of mandatory sinking fund redemptions from the Sinking Fund Account.

"Termination Payments" means the amount payable to the Swap Counterparty by the Issuer with respect to the early termination or modification of an Interest Rate Swap. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

"Trustee" means Zions Bancorporation, National Association, or any successor corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at any time serving as successor trustee hereunder.

"Utah Code" means Utah Code Annotated 1953, as amended.

"Variable Rate Bonds" means, as of any date of calculation, Bonds, the interest on which for any future period of time, is to be calculated at a rate which is not susceptible to a precise determination.

Section 1.2 Indenture to Constitute Contract. In consideration of the purchase and acceptance from time to time of any and all of the Bonds authorized to be issued hereunder by the Registered Owners thereof, the issuance from time to time of any and all Security Instruments by the Security Instrument Issuers, and the issuance from time to time of any and all Reserve Instruments by Reserve Instrument Providers pursuant hereto, this Indenture shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds, the Security Instrument Issuers and the Reserve Instrument Providers; and the pledge made in this Indenture and the covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be, FIRST, for the equal benefit, protection and security of the Owners of any and all of the Bonds and the Security Instrument Issuers of any and all of the Security Instruments all of which, regardless of the time or times of their issuance and delivery or maturity or expiration, shall be of equal rank without preference, priority or distinction of any of the Bonds or Security

Instrument Repayment Obligations over any others, except as expressly provided in or permitted by this Indenture, and SECOND, for the equal benefit, protection and security of the Reserve Instrument Providers of any and all of the Reserve Instruments which, regardless of the time or times of their issuance, delivery or termination, shall be of equal rank without preference, priority or distinction of any Reserve Instrument over any other thereof.

Section 1.3 Construction. This Indenture, except where the context by clear implication herein otherwise requires, shall be construed as follows:

(a) The terms "hereby," "hereof," "herein," "hereto," "hereunder", and any similar terms used in this Indenture shall refer to this Indenture in its entirety unless the context clearly indicates otherwise.

(b) Words in the singular number include the plural, and words in the plural include the singular.

(c) Words in the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender refer to any gender.

(d) Articles, sections, subsections, paragraphs and subparagraphs mentioned by number, letter, or otherwise, correspond to the respective articles, sections, subsections, paragraphs and subparagraphs hereof so numbered or otherwise so designated.

(e) The titles or leadlines applied to articles, sections and subsections herein are inserted only as a matter of convenience and ease in reference and in no way define, limit or describe the scope or intent of any provisions of this Indenture.

ARTICLE II

THE BONDS

Section 2.1 Authorization of Bonds. There is hereby authorized for issuance hereunder Bonds which may, if and when authorized by Supplemental Indenture, be issued in one or more separate Series. Each Series of Bonds shall be authorized by a Supplemental Indenture, which shall state the purpose or purposes for which each such Series of Bonds is being issued. The aggregate Principal amount of Bonds which may be issued shall not be limited except as provided herein or as may be limited by law provided that the aggregate Principal amount of Bonds of each such Series shall not exceed the amount specified in the Supplemental Indenture authorizing each such Series of Bonds.

Section 2.2 Description of Bonds; Payment.

(a) Each Series of Bonds issued under the provisions hereof may be issued only as registered bonds. Unless otherwise specified in the Supplemental Indenture authorizing such Series of Bonds, each Series of Bonds shall be in the denomination of Five Thousand Dollars ($5,000) each or any integral multiple thereof, shall be numbered consecutively from R-1 upwards and shall bear interest payable on each Interest Payment Date.

(b) Each Series of Bonds issued under the provisions hereof shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate permitted by law on the date of initial issuance of such Series, shall be payable on the days, shall be stated to mature on the days and in the years and shall be subject to redemption prior to their respective maturities, all as set forth in the Supplemental Indenture authorizing such Series of Bonds. Each Series of Bonds shall be designated "Sales Tax Revenue [Refunding] Bonds, Series ____ [Federally Taxable]," in each case inserting the year in which the Bonds are issued and, if necessary, an identifying Series letter.

(c) Both the Principal of and the interest on the Bonds shall be payable in lawful money of the United States of America. Payment of the interest on any Bond shall be made to the person appearing on the Bond registration books of the Registrar hereinafter provided for as the Registered Owner thereof by check or draft mailed on the Interest Payment Date to the Registered Owner at his address as it appears on such registration books or to owners of $1,000,000 or more in aggregate Principal amount of Bonds (or owners of 100% of any Series then Outstanding) by wire transfer to a bank account located in the United States of America designated by the Registered Owner in written instructions furnished to the Trustee no later than the Regular Record Date for such payment. Unless otherwise specified in the related Supplemental Indenture, the interest on Bonds so payable and punctually paid and duly provided for on any Interest Payment Date will be paid to the person who is the Registered Owner thereof at the close of business on the Regular Record Date for such interest immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner of any Bond on such Regular Record Date, and may be paid to the person who is the Registered Owner thereof at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice thereof to be given to such Registered Owner not less than ten (10) days prior to such Special Record Date. The Principal of and premium, if any, on Bonds are payable upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee as Paying Agent, except as otherwise provided by Supplemental Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions hereof as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board or otherwise, as may be specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.3 Execution; Limited Obligation. Unless otherwise specified in the related Supplemental Indenture, the Bonds of any Series shall be executed on behalf of the Issuer with the manual or official facsimile signature of its Mayor, countersigned with the manual or official facsimile signature of the City Recorder, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the Issuer. In case any officer, the facsimile of whose signature shall appear on the Bonds, shall cease to be such officer before the delivery of such Bonds, such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, together with interest thereon, and all Repayment Obligations shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Bond proceeds or other funds created hereunder (except the Rebate Fund) or the income from the temporary investment thereof). The Bonds shall be a valid claim of the Registered Owners thereof only against the Revenues and other moneys in funds and accounts held by the Trustee hereunder (except the Rebate Fund) and the Issuer hereby pledges and assigns the same for the equal and ratable payment of the Bonds and all Repayment Obligations, and the Revenues shall be used for no other purpose than to pay the Principal of, premium, if any, and interest on the Bonds and to pay the Repayment Obligations, except as may be otherwise expressly authorized herein or by Supplemental Indenture. The issuance of the Bonds and delivery of any Security Instrument Agreement or Reserve Instrument Agreement shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor.

Section 2.4 Authentication and Delivery of Bonds.

(a) The Issuer shall deliver executed Bonds of each Series to the Trustee for authentication. Subject to the satisfaction of the conditions for authentication of Bonds set forth herein, the Trustee shall authenticate such Bonds and deliver them upon the order of the Issuer to the purchasers thereof (or hold them on their behalf) upon the payment by the purchasers of the purchase price therefor to the Trustee for the account of the Issuer. Delivery by the Trustee shall be full acquittal to the purchasers for the purchase price of such Bonds, and such purchasers shall be under no obligation to see to the application of said purchase price. The proceeds of the sale of such Bonds shall, however, be disposed of only as provided herein and in the related Supplemental Indenture.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit hereunder, unless and until a certificate of authentication on such Bond substantially in the form set forth in the Supplemental Indenture authorizing such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

(c) Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee:

(i) A copy of this Indenture (to the extent not theretofore so filed) and the Supplemental Indenture authorizing such Series of Bonds;

(ii) A copy, certified by the City Recorder, of the proceedings of the Issuer's City Council approving the execution and delivery of the instruments specified in Section 2.4(c)(i) above and the execution and delivery of such Series of Bonds, together with a certificate, dated as of the date of authentication of such

Series of Bonds, of the City Recorder that such proceedings are still in force and effect without amendments except as shown in such proceedings;

(iii) A request and authorization of the Issuer to the Trustee to authenticate such Series of Bonds in the aggregate Principal amount therein specified and deliver them to purchasers therein identified upon payment to the Trustee for account of the Issuer of the sum specified therein;

(iv) An opinion of bond counsel dated the date of authentication of such Series of Bonds to the effect that (a) the Issuer has authorized the execution and delivery of this Indenture and such Series of Bonds and this Indenture has been duly executed and delivered by the Issuer and is a valid, binding and enforceable agreement of the Issuer; (b) this Indenture creates the valid pledge which it purports to create of the Revenues; and (c) the Bonds of such Series are valid and binding obligations of the Issuer, entitled to the benefits and security hereof, provided that such opinion may contain limitations acceptable to the purchaser of such Series of Bonds;

(d) The Issuer may provide by Supplemental Indenture for the delivery to the Trustee of one or more Security Instruments with respect to any Series of Bonds and the execution and delivery of any Security Instrument Agreements deemed necessary in connection therewith;

(e) Subject to any limitations contained in a Supplemental Indenture, the Issuer may provide a Security Instrument for any Series of Bonds (or may substitute one Security Instrument for another);

(f) The Issuer may provide by Supplemental Indenture for the issuance and delivery to the Trustee of one or more Reserve Instruments and the execution and delivery of any Reserve Instrument Agreements deemed necessary in connection therewith;

(g) The Issuer may authorize by Supplemental Indenture the issuance of Put Bonds; provided that any obligation of the Issuer to pay the purchase price of any such Put Bonds shall not be secured by a pledge of Revenues on a parity with the pledge contained in Section 6.2 hereof. The Issuer may provide for the appointment of such Remarketing Agents, indexing agents, tender agents or other agents as the Issuer may determine;

(h) The Issuer may include such provisions in a Supplemental Indenture authorizing the issuance of a Series of Bonds secured by a Security Instrument as the Issuer deems appropriate, including:

(i) So long as the Security Instrument is in full force and effect, and payment on the Security Instrument is not in default, (I) the Security Instrument Issuer shall be deemed to be the Owner of the Outstanding Bonds of such Series (a) when the approval, consent or action of the Bondowners for such Series of Bonds is required or may be exercised under the Indenture and (b) following an Event of Default and (II) the Indenture may not be amended in any manner which affects the rights of such Security Instrument Issuer without its prior written consent; and

(ii) In the event that the Principal and redemption price, if applicable, and interest due on any Series of Bonds Outstanding shall be paid under the provisions of a Security Instrument, all covenants, agreements and other obligations of the Issuer to the Bondowners of such Series of Bonds shall continue to exist and such Security Instrument Issuer shall be subrogated to the rights of such Bondowners in accordance with the terms of such Security Instrument; and

(iii) In addition, such Supplemental Indenture may establish such provisions as are necessary to provide relevant information to the Security Instrument Issuer and to provide a mechanism for paying Principal Installments and interest on such Series of Bonds from the Security Instrument.

(i) The Issuer may provide for the execution of an Interest Rate Swap in connection with any Series of Bonds issued hereunder. The obligation of the Issuer to pay Swap Payments may be secured with (A) a lien on the Revenues on a parity with the lien thereon of Debt Service on the related Bonds (as more fully described in Section 5.2 herein) and may be net of Swap Receipts or (B) a subordinate lien on the Revenues and may be net of Swap Receipts. Such obligations may also be secured by other legally available moneys of the Issuer, all as established in the Supplemental Indenture for the related Series of Bonds. Termination Payments may only be payable from and secured by Revenues after payment of all amounts then due pursuant to the Indenture.

Section 2.5 Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate a new Bond of like date, Series, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together in all cases with indemnity satisfactory to the Trustee and the Issuer. In the event any such Bond shall have matured, instead of issuing a duplicate Bond, the Trustee may pay the same without surrender thereof upon compliance with the foregoing. The Trustee may charge the Registered Owner of such Bond with its reasonable fees and expenses in connection therewith. Any Bond issued pursuant to this Section 2.5 shall be deemed part of the Series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.6 Registration of Bonds; Persons Treated as Owners. The Issuer shall cause the books for the registration and for the transfer of the Bonds to be kept by the Trustee which is hereby constituted and appointed the Registrar of the Issuer with respect to the Bonds, provided, however, that the Issuer may by Supplemental Indenture select a party other than the Trustee to act as Registrar with respect to the Series of Bonds issued under said Supplemental Indenture. Upon the occurrence of an Event of Default which would require any Security Instrument Issuer to make payment under a Security Instrument Agreement, the Registrar shall make such registration books available to the Security Instrument Issuer. Any Bond may, in accordance with its terms, be transferred only upon the registration books kept by the Registrar, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Registrar, duly executed. No transfer shall be effective until entered on the

registration books kept by the Registrar. Upon surrender for transfer of any Bond at the Principal Corporate Trust Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by, the Registered Owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees, a new Bond or Bonds of the same Series and the same maturity for a like aggregate Principal amount as the Bond surrendered for transfer. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate Principal amount of Bonds of the same Series and the same maturity. The execution by the Issuer of any Bond of any authorized denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such Bond. Except as otherwise provided in a Supplemental Indenture with respect to a Series of Bonds, the Issuer and the Trustee shall not be required to transfer or exchange any Bond (i) during the period from and including any Regular Record Date, to and including the next succeeding Interest Payment Date, (ii) during the period from and including the day fifteen days prior to any Special Record Date, to and including the date of the proposed payment pertaining thereto, (iii) during the period from and including the day fifteen days prior to the mailing of notice calling any Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Bond for redemption.

The Issuer, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered on the registration books kept by the Registrar as the holder and absolute owner thereof for the purpose of receiving payment of, or on account of, the Principal or redemption price thereof and interest due thereon and for all other purposes whatsoever, and neither the Issuer, nor the Registrar nor the Paying Agent shall be affected by any notice to the contrary. Payment of or on account of either Principal of or interest on any Bond shall be made only to or upon order of the Registered Owner thereof or such person's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Bonds of any tax or other governmental charge and by the Issuer of any service charge of the Trustee as Registrar which are required to be paid with respect to such exchange or transfer and such charges shall be paid before such new Bond shall be delivered.

Section 2.7 Redemption Provisions. The Term Bonds of each Series of Bonds shall be subject, to the extent provided in the Supplemental Indenture authorizing each such Series of Bonds, to redemption prior to maturity by operation of Sinking Fund Installments required to be made to the Sinking Fund Account. The Bonds of each Series shall further be subject to redemption prior to maturity at such times and upon such terms as shall be fixed by such Supplemental Indenture. Except as otherwise provided in a Supplemental Indenture, if fewer than all Bonds of a Series are to be redeemed, the particular maturities of such Bonds to be redeemed and the Principal amounts of such maturities to be redeemed shall be selected by the Issuer. If fewer than all of the Bonds of any one maturity of a Series shall be called for redemption, the particular units of Bonds, as determined in accordance with Section 2.9 herein, to be redeemed shall be selected by the Trustee by lot in such manner as the Trustee, in its discretion, may deem fair and appropriate.

Section 2.8 Notice of Redemption.

(a) In the event any of the Bonds are to be redeemed, the Registrar shall cause notice to be given as provided in this Section 2.8. Unless otherwise specified in the Supplemental Indenture authorizing the issuance of the applicable Series of Bonds, notice of such redemption (i) shall be filed with the Paying Agent designated for the Bonds being redeemed; and (ii) shall be mailed by first class mail, postage prepaid, to all Registered Owners of Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption. Such notice shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bonds and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption and that reliance may be placed only on the identification numbers contained in the notice or printed on such Bonds;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issue date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective Principal amounts thereof to be redeemed;

(iv) the date of mailing of redemption notices and the redemption date;

(v) the redemption price;

(vi) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and

(vii) the place where such Bonds are to be surrendered for payment, designating the name and address of the redemption agent with the name of a contact person and telephone number.

(b) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Trustee, simultaneously with or shortly after the mailed notice to Registered Owners, by posting such notice to the MSRB's Electronic Municipal Market Access website or its successors. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(d) If at the time of mailing of any notice of optional redemption there shall not be on deposit with the Trustee moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption shall be conditioned upon receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the Principal of and interest on such Bonds to be redeemed and that if such moneys shall not have been so received said notice shall be of no force and effect and the Issuer shall not be required to redeem such Bonds. In the event that such moneys are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, one time, in the same manner in which the notice of redemption was given, that such moneys were not so received.

(e) A second notice of redemption shall be given, not later than ninety (90) days subsequent to the redemption date, to Registered Owners of Bonds or portions thereof redeemed but who failed to deliver Bonds for redemption prior to the 60th day following such redemption date.

(f) Any notice mailed shall be conclusively presumed to have been duly given whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such Registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(g) In case any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, a new Bond in Principal amount equal to the unredeemed portion of such Bond will be issued.

Section 2.9 Partially Redeemed Fully Registered Bonds. Unless otherwise specified in the related Supplemental Indenture, in case any registered Bond shall be redeemed in part only, upon the presentation of such Bond for such partial redemption, the Issuer shall execute and the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the Registered Owner thereof, at the expense of the Issuer, a Bond or Bonds of the same Series, interest rate and maturity, in aggregate Principal amount equal to the unredeemed portion of such registered Bond. Unless otherwise provided by Supplemental Indenture, a portion of any Bond of a denomination of more than the minimum denomination of such Series specified herein or in the related Supplemental Indenture to be redeemed will be in the Principal amount of such minimum denomination or an integral multiple thereof and in selecting portions of such Bonds for redemption, the Trustee will treat each such Bond as representing that number of Bonds of such minimum denomination which is obtained by dividing the Principal amount of such Bonds by such minimum denomination.

Section 2.10 Cancellation. All Bonds which have been surrendered for payment, redemption or exchange, and Bonds purchased from any moneys held by the Trustee hereunder or surrendered to the Trustee by the Issuer, shall be canceled and cremated or otherwise destroyed by the Trustee and shall not be reissued; provided, however, that one or more new Bonds shall be issued for the unredeemed portion of any Bond without charge to the Registered Owner thereof.

Section 2.11 Nonpresentation of Bonds. Unless otherwise provided by Supplemental Indenture, in the event any Bond shall not be presented for payment when the Principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Issuer to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability to the Registered Owner of such Bond for interest thereon, for the benefit of the Registered Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part hereunder or on, or with respect to, said Bond. If any Bond shall not be presented for payment within four years following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall, to the extent permitted by law, repay to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Registered Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. The provisions of this Section 2.11 are subject to the provisions of Title 67, Chapter 4a, Utah Code.

Section 2.12 Initial Bonds. Subject to the provisions hereof, the Initial Bonds may be authenticated and delivered by the Trustee upon satisfaction of the conditions specified in Section 2.4(c) hereof and any additional conditions specified in the Supplemental Indenture authorizing such Series of Bonds.

Section 2.13 Issuance of Additional Bonds. No additional indebtedness, bonds or notes of the Issuer secured by a pledge of the Revenues senior to the pledge of Revenues for the payment of the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred without the prior written consent of the Owners of 100% of the Outstanding Bonds and the Security Instrument Issuers. In addition, no Additional Bonds or other indebtedness, bonds or notes of the Issuer payable out of Revenues on a parity with the herein authorized Bonds or Security Instrument Repayment Obligations shall be created or incurred, unless the following requirements have been met:

(a) No Event of Default shall have occurred and be continuing hereunder on the date of authentication of any Additional Bonds. This Section 2.13(a) shall not preclude the issuance of Additional Bonds if (i) the issuance of such Additional Bonds otherwise complies with the provisions hereof and (ii) such Event of Default will cease to continue upon the issuance of Additional Bonds and the application of the proceeds thereof; and

(b) A certificate shall be delivered to the Trustee by an Authorized Representative to the effect that the Revenues, less any Direct Payments, for any consecutive 12-month period in the 24 months immediately preceding the proposed date of issuance of such Additional Bonds were at least equal to 200% of the sum of (x) the maximum Aggregate Annual Debt Service Requirement on all Bonds and Additional Bonds to be Outstanding following the issuance of the Additional Bonds plus (y) the average annual installments due on all Reserve Instrument Repayment Obligations to be outstanding following the issuance of such Additional Bonds; provided, however, that such Revenue coverage test set forth above shall not apply to the issuance of any Additional

Bonds to the extent (i) they are issued for the purpose of refunding Bonds issued hereunder and (ii) the maximum Aggregate Annual Debt Service for such Additional Bonds does not exceed the then remaining maximum Aggregate Annual Debt Service for the Bonds being refunded therewith; and

(c) All payments required by this Indenture to be made into the Bond Fund must have been made in full, and there must be on deposit in each account of the Debt Service Reserve Fund (taking into account any Reserve Instrument coverage) the full amount required to be accumulated therein at the time of issuance of the Additional Bonds; and

(d) The proceeds of the Additional Bonds must be used (i) to refund Bonds issued hereunder or other obligations of the Issuer (including the funding of necessary reserves and the payment of costs of issuance), (ii) to finance or refinance a Project (including the funding of necessary reserves and the payment of costs of issuance) and/or (iii) any other lawful purpose of the Issuer.

Section 2.14 Form of Bonds. The Bonds of each Series and the Trustee's Authentication Certificate shall be in substantially the forms thereof set forth in the Supplemental Indenture authorizing the issuance of such Bonds, with such omissions, insertions and variations as may be necessary, desirable, authorized and permitted hereby.

Section 2.15 Covenant Against Creating or Permitting Liens. Except for the pledge of Revenues to secure payment of the Bonds and Repayment Obligations hereunder, the Revenues are and shall be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto; provided, however, that nothing contained herein shall prevent the Issuer from issuing, if and to the extent permitted by law, indebtedness having a lien on Revenues subordinate to that of the Bonds and Repayment Obligations.

ARTICLE III

CREATION OF FUNDS AND ACCOUNTS

Section 3.1 Creation of Construction Fund. There is hereby created and ordered established in the custody of the Trustee the Construction Fund. There is hereby created and ordered established in the custody of the Trustee a separate account within the Construction Fund for each Project to be designated by the name of the applicable Project or Series of Bonds and, if applicable, a separate account for each Series of Bonds and for all grant moneys or other moneys to be received by the Issuer for deposit in the Construction Fund.

Section 3.2 Creation of Bond Fund. There is hereby created and ordered established in the custody of the Trustee the Bond Fund.

Section 3.3 Creation of Sinking Fund Account. There is hereby created and ordered established in the custody of the Trustee as a separate account within the Bond Fund the Sinking Fund Account.

Section 3.4 Creation of Debt Service Reserve Fund. There is hereby created and ordered established in the custody of the Trustee the Debt Service Reserve Fund.

Section 3.5 Creation of Reserve Instrument Fund. There is hereby created and ordered and established in the custody of the Trustee the Reserve Instrument Fund.

Section 3.6 Creation of Rebate Fund. There is hereby created and ordered established in the custody of the Trustee the Rebate Fund.

Section 3.7 Creation of Revenue Fund. There is hereby created and ordered established in the custody of the Issuer the Revenue Fund. For accounting purposes, the Revenue Fund may be redesignated by different account names by the Issuer from time to time.

Section 3.8 Creation of Funds and Accounts. Notwithstanding anything contained herein to the contrary, the Trustee need not create any of the funds or accounts referenced in this Article III until such funds or accounts shall be utilized as provided in a Supplemental Indenture. The Issuer may, by Supplemental Indenture, authorize the creation of additional funds and additional accounts within any fund.

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Upon the issuance of each Series of Bonds, the proceeds thereof shall be deposited as provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE V

USE OF FUNDS

Section 5.1 Use of Construction Fund.

(a) So long as an Event of Default shall not have occurred and be continuing, and except as otherwise provided by Supplemental Indenture, moneys deposited in the appropriate account in the Construction Fund shall be disbursed by the Trustee to pay the Costs of a Project, in each case within three (3) Business Days (or within such longer period as is reasonably required to liquidate investments in the Construction Fund if required to make such payment) after the receipt by the Trustee of a written requisition approved by an Authorized Representative of the Issuer in substantially the form as Exhibit A attached hereto, stating that the Trustee shall disburse sums in the manner specified by and at the direction of the Issuer to the person or entity designated in such written requisition, and that the amount set forth therein is justly due and owing and constitutes a Cost of a Project based upon itemized claims substantiated in support thereof.

(b) Upon receipt of such requisition, the Trustee shall pay the obligation set forth in such requisition out of moneys in the applicable account in the Construction Fund. In making such payments the Trustee may rely upon the information submitted in such requisition. Such payments shall be presumed to be made properly and the Trustee shall

not be required to verify the application of any payments from the Construction Fund or to inquire into the purposes for which disbursements are being made from the Construction Fund.

(c) The Issuer shall deliver to the Trustee, within 90 days after the completion of a Project, a certificate executed by an Authorized Representative of the Issuer stating:

(i) that such Project has been fully completed in accordance with the plans and specifications therefor, as amended from time to time, and stating the date of completion for such Project; and

(ii) that the Project has been fully paid for and no claim or claims exist against the Issuer or against such Project out of which a lien based on furnishing labor or material exists or might ripen; provided, however, there may be excepted from the foregoing certification any claim or claims out of which a lien exists or might ripen in the event the Issuer intends to contest such claim or claims, in which event such claim or claims shall be described to the Trustee.

(d) In the event the certificate filed with the Trustee pursuant to Section 5.1(c) above shall state that there is a claim or claims in controversy which create or might ripen into a lien, an Authorized Representative of the Issuer shall file a similar certificate with the Trustee when and as such claim or claims shall have been fully paid or otherwise discharged.

(e) The Trustee and the Issuer shall keep and maintain adequate records pertaining to each account within the Construction Fund and all disbursements therefrom.

(f) Unless otherwise specified in a Supplemental Indenture, upon completion of a Project and payment of all costs and expenses incident thereto and the filing with the Trustee of documents required by this Section 5.1, any balance remaining in the applicable account in the Construction Fund relating to such Project shall, as directed by an Authorized Representative of the Issuer, be deposited in the Bond Fund to be applied toward the redemption of the Series of Bonds issued to finance such Project or to pay Principal and/or interest next falling due with respect to the Bonds.

(g) The Trustee shall, to the extent there are no other available funds held under the Indenture, use the remaining funds in the Construction Fund to pay Principal and interest on the Bonds at any time in the event of a payment default hereunder.

Section 5.2 Application of Revenues. All Revenues shall be accounted for by the Issuer separate and apart from all other moneys of the Issuer.

(a) So long as any Bonds are Outstanding, as a first charge and lien on the Revenues, the Issuer shall, at least semi-annually and at least fifteen (15) days before each Interest Payment Date, transfer from the Revenue Fund to the Trustee for deposit into the Bond Fund an amount equal to:

(i) the interest falling due on the Bonds on the next succeeding Interest Payment Date established for the Bonds (provided, however, that so long as there are moneys representing capitalized interest on deposit with the Trustee to pay interest on the Bonds next coming due, the Issuer need not allocate to the Revenue Fund to pay interest on the Bonds); plus

(ii) one-half of the Principal and premium, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Principal and premium on the next succeeding Principal payment date established for the Bonds; plus

(iii) one-half of the Sinking Fund Installments, if any, falling due in the current fiscal year, and in any event, an amount sufficient to pay the Sinking Fund Installments on the next succeeding Sinking Fund Installment payment date (for deposit to the Sinking Fund Account within the Bond Fund);

the sum of which shall be sufficient, when added to the existing balance in the Bond Fund, to pay the principal of, premium, if any, and interest on the Bonds promptly on each such date as the same become due and payable. The foregoing provisions may be revised by a Supplemental Indenture for any Series of Bonds having other than semiannual Interest Payment Dates.

(b) As a second charge and lien on the Revenues (on a parity basis), the Issuer shall make the following transfers to the Trustee on or before the fifteenth day prior to each Interest Payment Date:

(i) To the extent the Debt Service Reserve Requirement, if any, is not funded with a Reserve Instrument or Instruments, (A) to the accounts in the Debt Service Reserve Fund any amounts required hereby, and by any Supplemental Indenture to accumulate therein the applicable Debt Service Reserve Requirement with respect to each Series of Bonds at the times and in the amounts provided herein, and in any Supplemental Indenture and (B) if funds shall have been withdrawn from an account in the Debt Service Reserve Fund, or any account in the Debt Service Reserve Fund is at any time funded in an amount less than the applicable Debt Service Reserve Requirement, the Issuer shall deposit Revenues in such account(s) in the Debt Service Reserve Fund sufficient in amount to restore such account(s) within one year with twelve (12) substantially equal payments during such period (unless otherwise provided for by the Supplemental Indenture governing the applicable Debt Service Reserve Requirement); or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(b)(ii) hereof) of remaining Revenues if less than the amount necessary; and

(ii) Equally and ratably to the accounts of the Reserve Instrument Fund, with respect to all Reserve Instruments which are in effect and are expected to continue in effect after the end of an interest payment period, such amount of the remaining Revenues, or a ratable portion (based on the amount to be transferred pursuant to Section 5.2(b)(i) hereof) of the amount so remaining if less than the amount necessary, that is required to be paid, on or before the next such interest

payment period transfer or deposit of Revenues into the Reserve Instrument Fund, to the Reserve Instrument Provider pursuant to any Reserve Instrument Agreement, other than Reserve Instrument Costs, in order to cause the Reserve Instrument Coverage to equal the Reserve Instrument Limit within one year from any draw date under the Reserve Instrument.

(c) Subject to making the foregoing deposits, the Issuer may use the balance of the Revenues accounted for in the Revenue Fund for any of the following:

(i) redemption of Bonds;

(ii) refinancing, refunding, or advance refunding of any Bonds; or

(iii) for any other lawful purpose.

Section 5.3 Use of Bond Fund. The Issuer may direct the Trustee, pursuant to a Supplemental Indenture, to create an account within the Bond Fund for a separate Series of Bonds under the Indenture.

(a) The Trustee shall make deposits to the Bond Fund, as and when received, as follows:

(i) accrued interest received upon the issuance of any Series of Bonds;

(ii) all moneys payable by the Issuer as specified in **Error! Reference source not found.** hereof;

(iii) any amount in the Construction Fund to the extent required by or directed pursuant to Section 5.1(f) hereof upon completion of a Project or pursuant to Section 5.1(g) hereof;

(iv) all moneys transferred from the Debt Service Reserve Fund or from a Reserve Instrument or Instruments then in effect as provided in Section 5.5 hereof; and

(v) all other moneys received by the Trustee hereunder when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

(b) Except as provided in Section 7.4 hereof and as provided in this Section 5.3 and except as otherwise provided by Supplemental Indenture, moneys in the Bond Fund shall be expended solely for the following purposes and in the following order of priority:

(i) on or before each Interest Payment Date for each Series of Bonds, the amount required to pay the interest due on such date;

(ii) on or before each Principal Installment due date, the amount required to pay the Principal Installment due on such due date; and

(iii) on or before each redemption date for each Series of Bonds, the amount required to pay the redemption price of and accrued interest on such Bonds then to be redeemed.

Such amounts shall be applied by the Paying Agent to pay Principal Installments and redemption price of, and interest on the related Series of Bonds.

The Trustee shall pay out of the Bond Fund to the Security Instrument Issuer, if any, that has issued a Security Instrument with respect to such Series of Bonds an amount equal to any Security Instrument Repayment Obligation then due and payable to such Security Instrument Issuer. Except as otherwise specified in a related Supplemental Indenture all such Security Instrument Repayment Obligations shall be paid on a parity with the payments to be made with respect to Principal and interest on the Bonds; provided that amounts paid under a Security Instrument shall be applied only to pay the related Series of Bonds. If payment is so made on Pledged Bonds held for the benefit of the Security Instrument Issuer, a corresponding payment on the Security Instrument Repayment Obligation shall be deemed to have been made (without requiring an additional payment by the Issuer) and the Trustee shall keep its records accordingly.

The Issuer hereby authorizes and directs the Trustee to withdraw sufficient funds from the Bond Fund to pay Principal of and interest on the Bonds and on Security Instrument Repayment Obligations as the same become due and payable and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said Principal and interest.

(c) After payment in full of the Principal of and interest on (i) all Bonds issued hereunder (or after provision has been made for the payment thereof as provided herein so that such Bonds are no longer Outstanding), (ii) all agreements relating to all outstanding Security Instrument Repayment Obligations and Reserve Instrument Repayment Obligations in accordance with their respective terms, and (iii) all fees, charges and expenses of the Trustee, the Paying Agent and any other amounts required to be paid hereunder or under any Supplemental Indenture and under any Security Instrument Agreement and under any Reserve Instrument Agreement, all amounts remaining in the Bond Fund shall be paid to the Issuer.

Section 5.4 Use of Sinking Fund Account.

(a) The Trustee shall apply moneys in the Sinking Fund Account to the retirement of any Term Bonds required to be retired by operation of the Sinking Fund Account under the provisions of and in accordance with the Supplemental Indenture authorizing the issuance of such Term Bonds, either by redemption in accordance with such Supplemental Indenture or, at the direction of the Issuer, purchase of such Term Bonds in the open market prior to the date on which notice of the redemption of such Term Bonds is given pursuant hereto, at a price not to exceed the redemption price of such Term Bonds (plus accrued interest which will be paid from moneys in the Bond Fund other than those in the Sinking Fund Account).

(b) On the maturity date of any Term Bonds, the Trustee shall apply the moneys on hand in the Sinking Fund Account for the payment of the Principal of such Term Bonds.

Section 5.5 Use of Debt Service Reserve Fund. Except as otherwise provided in this Section 5.5 and subject to the immediately following sentence, moneys in each account in the Debt Service Reserve Fund shall at all times be maintained in an amount not less than the applicable Debt Service Reserve Requirement, if any. In calculating the amount on deposit in each account in the Debt Service Reserve Fund, the amount of any Reserve Instrument Coverage will be treated as an amount on deposit in such account in the Debt Service Reserve Fund. Each Supplemental Indenture authorizing the issuance of a Series of Bonds shall specify the Debt Service Reserve Requirement, if any, applicable to such Series which amount shall be (i) deposited immediately upon the issuance and delivery of such Series from (a) proceeds from the sale thereof or from any other legally available source, or (b) by a Reserve Instrument or Instruments, or (c) any combination thereof or (ii) deposited from available Revenues over the period of time specified therein, or (iii) deposited from any combination of (i) and (ii) above; provided however, the foregoing provisions shall be subject to the requirements of any bond insurer or other Security Instrument Issuer set forth in any Supplemental Indenture. If at any time the amount on deposit in any account of the Debt Service Reserve Fund is less than the minimum amount to be maintained therein under this Section 5.5, the Issuer is required, pursuant to Section 5.2(b) hereof and the provisions of any Supplemental Indenture, to make payments totaling the amount of any such deficiency directly to the Trustee for deposit into the Debt Service Reserve Fund.

In the event funds on deposit in an account of the Debt Service Reserve Fund are needed to make up any deficiencies in the Bond Fund as aforementioned, and there is insufficient cash available in such account of the Debt Service Reserve Fund to make up such deficiency and Reserve Instruments applicable to such Series are in effect, the Trustee shall immediately make a demand for payment on such Reserve Instruments, to the maximum extent authorized by such Reserve Instruments, in the amount necessary to make up such deficiency, and immediately deposit such payment upon receipt thereof into the Bond Fund. Thereafter, the Issuer shall be obligated to reinstate the Reserve Instrument as provided in Section 5.2(b)(ii) herein.

No Reserve Instrument shall be allowed to expire or terminate while the related Series of Bonds are Outstanding unless and until cash has been deposited into the related account of the Debt Service Reserve Fund, or a new Reserve Instrument has been issued in place of the expiring or terminating Reserve Instrument, or any combination thereof in an amount or to provide coverage, as the case may be, at least equal to the amount required to be maintained in the related account of the Debt Service Reserve Fund.

Moneys at any time on deposit in the account of the Debt Service Reserve Fund in excess of the amount required to be maintained therein (taking into account the amount of related Reserve Instrument Coverage) shall be transferred by the Trustee to the Bond Fund at least once each year.

Moneys on deposit in any account of the Debt Service Reserve Fund shall be used to make up any deficiencies in the Bond Fund only for the Series of Bonds secured by said account and any Reserve Instrument shall only be drawn upon with respect to Bonds for which such Reserve Instrument was obtained.

Section 5.6 Use of Reserve Instrument Fund. There shall be paid into the Reserve Instrument Fund the amounts required hereby and by a Supplemental Indenture to be so paid. The amounts in the Reserve Instrument Fund shall, from time to time, be applied by the Trustee on

behalf of the Issuer to pay the Reserve Instrument Repayment Obligations which are due and payable to any Reserve Instrument Provider under any applicable Reserve Instrument Agreement. The Issuer may, upon obtaining an approving opinion of bond counsel to the effect that such transaction will not adversely affect the tax-exempt status of any outstanding Bonds, replace any amounts required to be on deposit in the Debt Service Reserve Fund with a Reserve Instrument and use such amounts for the related Project or to pay Principal on the related Bonds.

Section 5.7 Use of Rebate Fund.

(a) If it becomes necessary for the Issuer to comply with the rebate requirements of the Code and the Regulations, the Trustee shall establish and thereafter maintain, so long as the Bonds which are subject to said rebate requirements are Outstanding, a Rebate Fund, which shall be held separate and apart from all other funds and accounts established under this Indenture and from all other moneys of the Trustee.

(b) All amounts in the Rebate Fund, including income earned from investment of the fund, shall be held by the Trustee free and clear of the lien of the Indenture. In the event the amount on deposit in the Rebate Fund exceeds the aggregate amount of Rebatable Arbitrage for one or more Series of Bonds, as verified in writing by an independent public accountant or other qualified professional at the time the Rebatable Arbitrage is determined, the excess amount remaining after payment of the Rebatable Arbitrage to the United States shall, upon the Issuer's written request accompanied by the determination report, be paid by the Trustee to the Issuer.

(c) The Issuer shall determine the amount of Rebatable Arbitrage and the corresponding Required Rebate Deposit with respect to each Series of Bonds on each applicable Rebate Calculation Date and take all other actions necessary to comply with the rebate requirements of the Code and the Regulations. The Issuer shall deposit into the Rebate Fund the Required Rebate Deposit, if any, with respect to each Series of Bonds (or instruct the Trustee to transfer to the Rebate Fund moneys representing such Required Rebate Deposit from the Funds and Accounts held under the Indenture other than the Rebate Fund) or shall otherwise make payment of the rebate to be paid to the United States at the times required by the Code and the Regulations. If applicable, the Issuer shall instruct in writing the Trustee to withdraw from the Rebate Fund and pay any rebate over to the United States. The determination of Rebatable Arbitrage made with respect to each such payment date and with respect to any withdrawal and payment to the Issuer from the Rebate Fund pursuant to the Indenture must be verified in writing by an independent public accountant or other qualified professional. The Trustee may rely conclusively upon and shall be fully protected from all liability in relying upon the Issuer's determinations, calculations and certifications required by this Section 5.7 and the Trustee shall have no responsibility to independently make any calculations or determination or to review the Issuer's determinations, calculations and certifications required by this Section 5.7.

(d) The Trustee shall, at least 60 days prior to each Rebate Calculation Date, notify the Issuer of the requirements of this Section 5.7. By agreeing to give this notice, the Trustee assumes no responsibility whatsoever for compliance by the Issuer with the requirements of Section 148 of the Code or any successor. The Issuer expressly agrees that

(notwithstanding any other provision of the Indenture) any failure of the Trustee to give any such notice, for any reason whatsoever, shall not cause the Trustee to be responsible for any failure of the Issuer to comply with the requirements of said Section 148 or any successor thereof.

(e) The provisions of this Section 5.7 may be amended or deleted without Bondowner consent or notice, upon receipt by the Issuer and the Trustee of an opinion of nationally recognized bond counsel that such amendment or deletion will not adversely affect the excludability from gross income of interest on the Bonds or the status of the Bonds as Build America Bonds.

Section 5.8 Investment of Funds. Any moneys in the Bond Fund, the Construction Fund, the Rebate Fund, the Reserve Instrument Fund and the Debt Service Reserve Fund shall, at the discretion and authorization of the Issuer, be invested by the Trustee in Qualified Investments; provided, however, that moneys on deposit in the Bond Fund and the Reserve Instrument Fund may only be invested in Qualified Investments having a maturity date one year or less. If no written authorization is given to the Trustee, moneys shall be held uninvested. Such investments shall be held by the Trustee, and when the Trustee determines it necessary to use the moneys in the Funds for the purposes for which the Funds were created, it shall liquidate at prevailing market prices as much of the investments as may be necessary and apply the proceeds to such purposes. All income derived from the investment of the Construction Fund, Bond Fund, the Reserve Instrument Fund and Rebate Fund shall be maintained in said respective Funds and disbursed along with the other moneys on deposit therein as herein provided. All income derived from the investment of the Debt Service Reserve Fund shall be disbursed in accordance with Section 5.5 hereof. All moneys in the Revenue Fund may, at the discretion of the Issuer, be invested by the Issuer in Qualified Investments.

The Trustee shall have no liability or responsibility for any loss resulting from any investment made in accordance with the provisions of this Section 5.8. The Trustee shall be entitled to assume that any investment, which at the time of purchase is a Qualified Investment, remains a Qualified Investment thereafter, absent receipt of written notice or information to the contrary.

The Trustee may, to the extent permitted by the State Money Management Act of 1974, Title 51, Chapter 7, Utah Code make any and all investments permitted by the provisions of the Indenture through its own or any of its affiliate's investment departments.

The Issuer acknowledges that to the extent regulations of the comptroller of the currency or any other regulatory entity grants the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Trustee shall furnish the Issuer periodic cash transaction statements which include the detail for all investment transactions made by the Trustee hereunder.

In the event the Issuer shall be advised by nationally recognized municipal bond counsel that it is necessary to restrict or limit the yield on the investment of any moneys paid to or held by the Trustee in order to avoid the Bonds, or any Series thereof, being considered "arbitrage bonds" within the meaning of the Code or the Treasury Regulations proposed or promulgated thereunder,

or to otherwise preserve the excludability of interest payable or paid on any Bonds from gross income for federal income tax purposes, the Issuer may require in writing the Trustee to take such steps as it may be advised by such counsel are necessary so to restrict or limit the yield on such investment, irrespective of whether the Trustee shares such opinion, and the Trustee agrees that it will take all such steps as the Issuer may require.

Section 5.9 Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the State or any political subdivision, body, agency, or instrumentality thereof or of the Issuer and shall not be subject to appropriation by any legislative body or otherwise. Such moneys and securities shall be held in trust and applied in accordance with the provisions hereof. Except as provided otherwise in Section 5.7 hereof, unless and until disbursed pursuant to the terms hereof, all such moneys and securities (and the income therefrom) shall be held by the Trustee as security for payment of the Principal of, premium, if any, and interest on the Bonds and the fees and expenses of the Trustee payable hereunder.

Section 5.10 Method of Valuation and Frequency of Valuation. In computing the amount in any fund or account, Qualified Investments shall be valued at market, exclusive of accrued interest. With respect to all funds and accounts, valuation shall occur annually, except in the event of a withdrawal from the Debt Service Reserve Fund, whereupon securities shall be valued immediately after such withdrawal.

ARTICLE VI

GENERAL COVENANTS

Section 6.1 General Covenants. The Issuer hereby covenants and agrees with each and every Registered Owner of the Bonds issued hereunder and Reserve Instrument Provider as follows:

(a) Pursuant to Section 11-14-307(2)(d) of the Act, while any of the Bonds remain outstanding and unpaid, or any Repayment Obligations are outstanding, the ordinance, resolution or other enactment of the Issuer imposing the taxes described in the definition of Revenues and pursuant to which said taxes are being collected, the obligation of the Issuer to continue to levy, collect, and allocate such taxes, and to apply such Revenues in accordance with the provisions of the authorizing ordinance, resolution or other enactment, shall be irrevocable until the Bonds and/or any Repayment Obligations have been paid in full as to both Principal and interest, and is not subject to amendment in any manner which would impair the rights of the holders of those Bonds or Repayment Obligations which would in any way jeopardize the timely payment of Principal or interest when due. The Issuer covenants to take all actions necessary to continue the Sales and Use Tax included in the Revenues.

(b) The outstanding Bonds to which the Revenues (less Direct Payments) of the Issuer have been pledged as the sole source of payment shall not at any one time exceed an amount for which the Average Aggregate Annual Debt Service Requirement of the Bonds will exceed eighty percent (80%) of the Revenues (less Direct Payments) to be received by

the Issuer during the Bond Fund Year immediately preceding the Bond Fund Year in which the resolution authorizing the applicable Series of Bonds is adopted.

(c) Each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider, or any duly authorized agent or agents thereof shall have the right at all reasonable times to inspect all records, accounts and data relating to the receipt and disbursements of the Revenues. Except as otherwise provided herein, the Issuer further agrees that it will within one hundred eighty (180) days following the close of each Bond Fund Year cause an audit of such books and accounts to be made by an independent firm of certified public accountants, showing the receipts and disbursements of the Revenues, and that such audit will be available for inspection by each Registered Owner, Security Instrument Issuer and Reserve Instrument Provider.

Section 6.2 First Lien Bonds; Equality of Liens. The Bonds and any Security Instrument Repayment Obligations constitute an irrevocable first lien upon the Revenues. The Issuer covenants that the Bonds and Security Instrument Repayment Obligations hereafter authorized to be issued and from time to time outstanding are equitably and ratably secured by a first lien on the Revenues and shall not be entitled to any priority one over the other in the application of the Revenues regardless of the time or times of the issuance of the Bonds or delivery of Security Instruments, it being the intention of the Issuer that there shall be no priority among the Bonds or the Security Instrument Repayment Obligations regardless of the fact that they may be actually issued and/or delivered at different times.

Any assignment or pledge from the Issuer to a Reserve Instrument Provider of (i) proceeds of the issuance and sale of Bonds, (ii) Revenues, or (iii) Funds established hereby, including investments, if any, thereof, is and shall be subordinate to the assignment and pledge effected hereby to the Registered Owners of the Bonds and to the Security Instrument Issuers.

Section 6.3 Payment of Principal and Interest. The Issuer covenants that it will punctually pay or cause to be paid the Principal of and interest on every Bond issued hereunder, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations, in strict conformity with the terms of the Bonds, this Indenture, any Security Instrument Agreement and any Reserve Instrument Agreement, according to the true intent and meaning hereof and thereof. The Principal of and interest on the Bonds, any Security Instrument Repayment Obligations and any Reserve Instrument Repayment Obligations are payable solely from the Revenues (except to the extent paid out of moneys attributable to Bond proceeds or other funds created hereunder or the income from the temporary investment thereof), which Revenues are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds, this Indenture, any Security Instrument Agreement or any Reserve Instrument Agreement should be considered as pledging any other funds or assets of the Issuer for the payment thereof.

Section 6.4 Performance of Covenants; Issuer. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained herein, and in any and every Bond, Security Instrument Agreement and Reserve Instrument Agreement. The Issuer represents that it is duly authorized under the Constitution of the State to issue the Bonds authorized hereby and to execute this Indenture, that all actions on its

part for the issuance of the Bonds and the execution and delivery of this Indenture have been duly and effectively taken, and that the Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof.

Section 6.5 List of Bondholders. The Trustee will keep on file at its Principal Corporate Trust Office a list of the names and addresses of the Registered Owners of all Bonds which are from time to time registered on the registration books in the hands of the Trustee as Registrar for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Issuer or by the Registered Owners (or a designated representative thereof) of 10% or more in Principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the reasonable satisfaction of the Trustee.

Section 6.6 Designation of Additional Paying Agents. The Issuer hereby covenants and agrees to cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate paying agents, if any, and for the making available of funds hereunder, but only to the extent such funds are made available to the Issuer from Bond proceeds or other Funds created hereunder or the income from the temporary investment thereof, for the payment of such of the Bonds as shall be presented when due at the Principal Corporate Trust Office of the Trustee, or its successor in trust hereunder, or at the principal corporate trust office of said alternate Paying Agents.

Section 6.7 Tax Exemption of Bonds and Direct Payments. The Issuer recognizes that Section 149(a) of the Code requires bonds to be issued and to remain in fully registered form in order that interest thereon is excluded from gross income for federal income tax purposes under laws in force at the time the bonds are delivered. Bonds issued pursuant to this Indenture, the interest on which is excludable from gross income for federal income tax purposes, are referred to in this Section 6.7 as "tax-exempt Bonds". Pursuant to the provisions thereof, the Issuer agrees that it will not take any action to permit tax-exempt Bonds issued hereunder to be issued in, or converted into, bearer or coupon form, unless the Issuer first receives an opinion from nationally recognized bond counsel that such action will not result in the interest on any Bonds becoming includible in gross income for purposes of federal income taxes then in effect.

The Issuer's Mayor and City Recorder are hereby authorized and directed to execute such certificates as shall be necessary to establish that tax-exempt Bonds or Build America Bonds issued hereunder are not "arbitrage bonds" within the meaning of Section 148 of the Code and the Regulations promulgated or proposed thereunder, including Treasury Regulation Sections 1.148-1 through 1.148-11, 1.149 and 1.150-1 through 1.150-2 as the same presently exist, or may from time to time hereafter be amended, supplemented or revised. The Issuer covenants and certifies to and for the benefit of the Registered Owners of such Bonds that no use will be made of the proceeds of the issue and sale of such Bonds, or any funds or accounts of the Issuer which may be deemed to be available proceeds of such Bonds, pursuant to Section 148 of the Code and applicable regulations (proposed or promulgated) which use, if it had been reasonably expected on the date of issuance of such Bonds, would have caused the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code. Pursuant to this covenant, the Issuer obligates itself to comply throughout the term of such Bonds with the requirements of Section 148 of the Code and the regulations proposed or promulgated thereunder.

The Issuer further covenants and agrees to and for the benefit of the Registered Owners that the Issuer (i) will not take any action that would cause interest on tax-exempt Bonds issued hereunder to become includible in gross income for purposes of federal income taxation, (ii) will not take any action that would jeopardize the Direct Payments on Build America Bonds issued under this Indenture, (iii) will not omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest on the tax-exempt Bonds to become includible in gross income for purposes of federal income taxation, (iv) will not omit to take or cause to be taken, in timely manner, any action, which omission would jeopardize the Direct Payments on Build America Bonds issued under this Indenture, and (v) to the extent possible, comply with any other requirements of federal tax law applicable to the Bonds in order to preserve the excludability from gross income for purposes of federal income taxation of interest on tax-exempt Bonds and the Direct Payments on Build America Bonds issued under this Indenture.

Section 6.8 Expeditious Construction. The Issuer shall complete the acquisition and construction of each Project with all practical dispatch and will cause all construction to be effected in a sound and economical manner.

Section 6.9 Instruments of Further Assurance. The Issuer and the Trustee mutually covenant that they will, from time to time, each upon the written request of the other, or upon the request of a Security Instrument Issuer or a Reserve Instrument Provider, execute and deliver such further instruments and take or cause to be taken such further actions as may be reasonable and as may be required by the other to carry out the purposes hereof; provided, however, that no such instruments or action shall involve any personal liability of the Trustee or members of the governing body of the Issuer or any official thereof.

Section 6.10 Covenant of State of Utah. In accordance with Section 11-14-307(3), Utah Code Annotated 1953, as amended, the State of Utah hereby pledges and agrees with the Owners of the Bonds and all Reserve Instrument Providers that it will not alter, impair or limit the taxes included in the Revenues in a manner that reduces the amounts to be rebated to the Issuer which are devoted or pledged herein until the Bonds, together with applicable interest, and all Reserve Instrument Repayment Obligations, are fully met and discharged; provided, however, that nothing shall preclude such alteration, impairment or limitation if and when adequate provision shall be made by law for the protection of the Owners of the Bonds.

ARTICLE VII

EVENTS OF DEFAULT; REMEDIES

Section 7.1 Events of Default. Each of the following events is hereby declared an "Event of Default":

(a) if payment of any installment of interest on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due and payable, or

(b) if payment of the Principal of or the redemption premium, if any, on any of the Bonds shall not be made by or on behalf of the Issuer when the same shall become due

and payable, either at maturity or by proceedings for redemption in advance of maturity or through failure to fulfill any payment to any fund hereunder or otherwise; or

(c) if the Issuer shall for any reason be rendered incapable of fulfilling its obligations hereunder; or

(d) if an order or decree shall be entered, with the consent or acquiescence of the Issuer, appointing a receiver or custodian for any of the Revenues of the Issuer, or approving a petition filed against the Issuer seeking reorganization of the Issuer under the federal bankruptcy laws or any other similar law or statute of the United States of America or any state thereof, or if any such order or decree, having been entered without the consent or acquiescence of the Issuer shall not be vacated or discharged or stayed on appeal within 30 days after the entry thereof; or

(e) if any proceeding shall be instituted, with the consent or acquiescence of the Issuer, for the purpose of effecting a composition between the Issuer and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are or may be under any circumstances payable from Revenues; or

(f) if (i) the Issuer is adjudged insolvent by a court of competent jurisdiction, or (ii) an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver, trustee or custodian of the Issuer or of the whole or any part of the Issuer's property and any of the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 60 days from the date of entry thereof; or

(g) if the Issuer shall file a petition or answer seeking reorganization, relief or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof; or

(h) if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Issuer or of the whole or any substantial part of the property of the Issuer, and such custody or control shall not be terminated within 30 days from the date of assumption of such custody or control; or

(i) if the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or herein or any Supplemental Indenture hereof on the part of the Issuer to be performed, other than as set forth above in this Section 7.1, and such Event of Default shall continue for 30 days after written notice specifying such Event of Default and requiring the same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding hereunder; or

(j) the occurrence of any event specified in a Supplemental Indenture as constituting an Event of Default.

Section 7.2 Remedies; Rights of Registered Owners. Upon the occurrence of an Event of Default, the Trustee, upon being indemnified pursuant to Section 8.1 hereof, may pursue any available remedy by suit at law or in equity to enforce the payment of the Principal of, premium, if any, and interest on the Bonds then Outstanding or to enforce any obligations of the Issuer hereunder including the right to require the Issuer to make monthly deposits to the Bond Fund in the amounts set forth in Sections 5.2(a)(i) through 5.2(a)(iii).

If an Event of Default shall have occurred, and if requested so to do by (i) Registered Owners of not less than 25% in aggregate Principal amount of the Bonds then Outstanding, (ii) Security Instrument Issuers at that time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 25% in aggregate Principal amount of Bonds at the time Outstanding, and indemnified as provided in Section 8.1 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Section 7.2 as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Registered Owners and the Security Instrument Issuers.

No remedy by the terms hereof conferred upon or reserved to the Trustee (or to the Registered Owners or to the Security Instrument Issuers) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Registered Owners or the Security Instrument Issuers or now or hereafter existing at law or in equity or by statute.

No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any Event of Default or acquiescence therein; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Registered Owners or the Security Instrument Issuers, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Section 7.3 Right of Registered Owners to Direct Proceedings. Anything herein to the contrary notwithstanding, unless a Supplemental Indenture provides otherwise, either (i) the Registered Owners of a majority in aggregate Principal amount of the Bonds then Outstanding, (ii) the Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, or (iii) any combination of Registered Owners and Security Instrument Issuers described in (i) and (ii) above representing not less than 50% in aggregate Principal amount of Bonds at the time Outstanding, shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions hereof, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture.

Section 7.4 Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article VII shall, after payment of Trustee's fees and expenses including the fees and expenses of its counsel for the proceedings resulting in the collection of such moneys and of the expenses and liabilities and advances incurred or made by the Trustee, be deposited in the Bond Fund and all moneys so deposited in the Bond Fund shall be applied in the following order:

(a) To the payment of the Principal of, premium, if any, and interest then due and payable on the Bonds and the Security Instrument Repayment Obligations as follows:

(i) Unless the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST—To the payment to the persons entitled thereto of all installments of interest then due on the Bonds and the interest component of any Security Instrument Repayment Obligations then due, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or privilege; and

SECOND—To the payment to the persons entitled thereto of the unpaid Principal of and premium, if any, on the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions hereof), in the order of their due dates, and the Principal component of any Security Instrument Repayment Obligations then due, and, if the amount available shall not be sufficient to pay in full all the Bonds and the Principal component of any Security Instrument Repayment Obligations due on any particular date, then to the payment ratably, according to the amount of Principal due on such date, to the persons entitled thereto without any discrimination or privilege.

(ii) If the Principal of all the Bonds shall have become due and payable, all such moneys shall be applied to the payment of the Principal and interest then due and unpaid upon the Bonds and Security Instrument Repayment Obligations, without preference or priority of Principal over interest or of interest over Principal, or of any installment of interest over any other installment of interest, or of any Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, ratably, according to the amounts due respectively for Principal and interest, to the persons entitled thereto without any discrimination or privilege.

(b) To the payment of all obligations owed to all Reserve Instrument Providers, ratably, according to the amounts due without any discrimination or preference under any applicable agreement related to any Reserve Instrument Agreement.

Whenever moneys are to be applied pursuant to the provisions of this Section 7.4, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amounts of such moneys available for such application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of Principal paid on such dates shall cease to accrue.

Section 7.5 Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) hereunder or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings related thereto and any such suit or proceedings instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Registered Owners of the Bonds, and any recovery of judgment shall be for the equal benefit of the Registered Owners of the Outstanding Bonds.

Section 7.6 Rights and Remedies of Registered Owners. Except as provided in the last sentence of this Section 7.6, no Registered Owner of any Bond or Security Instrument Issuer shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement hereof or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless an Event of Default has occurred of which the Trustee has been notified as provided in Section 8.1(g), or of which by said Section it is deemed to have notice, nor unless also Registered Owners of 25% in aggregate Principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 25% in aggregate Principal amount of Bonds at the time Outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinabove granted, or to institute such action, suit or proceeding in its own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trust hereof, and to any action or cause of action for the enforcement

hereof, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Registered Owner of the Bonds or Security Instrument Issuer shall have any right in any manner whatsoever to affect, disturb or prejudice the lien hereof by its action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the Registered Owners of all Bonds then Outstanding and all Security Instrument Issuers at the time providing Security Instruments. Nothing herein contained shall, however, affect or impair the right of any Registered Owner or Security Instrument Issuer to enforce the covenants of the Issuer to pay the Principal of, premium, if any, and interest on each of the Bonds issued hereunder held by such Registered Owner and Security Instrument Repayment Obligations at the time, place, from the source and in the manner in said Bonds or Security Instrument Repayment Obligations expressed.

Section 7.7 Termination of Proceedings. In case the Trustee, any Registered Owner or any Security Instrument Issuer shall have proceeded to enforce any right hereunder by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Registered Owner, or Security Instrument Issuer, then and in every such case the Issuer and the Trustee shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.8 Waivers of Events of Default. Subject to Section 8.1(g) hereof, the Trustee may in its discretion, and with the prior written consent of all Security Instrument Issuers at the time providing Security Instruments, waive any Event of Default hereunder and its consequences and shall do so upon the written request of the Registered Owners of (a) a majority in aggregate Principal amount of all the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in respect of which an Event of Default in the payment of Principal and interest exist, or (b) a majority in aggregate Principal amount of the Bonds then Outstanding or Security Instrument Issuers at the time providing Security Instruments which are in full force and effect and are not in default on any payment obligation and which secure not less than 50% in aggregate Principal amount of Bonds at the time Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (i) any default in the payment of the Principal of any Bonds at the date that a Principal Installment is due or (ii) any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default shall have occurred on overdue installments of interest and all arrears of payments of Principal and premium, if any, when due and all expenses of the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee, the Registered Owners and the Security Instrument Issuers shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

Section 7.9 Cooperation of Issuer. In the case of any Event of Default hereunder, the Issuer shall cooperate with the Trustee and use its best efforts to protect the Registered Owners, Reserve Instrument Providers and the Security Instrument Issuers.

ARTICLE VIII

THE TRUSTEE

Section 8.1 Acceptance of the Trusts. The Trustee accepts the trusts imposed upon it hereby, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but no implied covenants or obligations shall be read into this Indenture against the Trustee.

(a) The Trustee may execute any of the trusts or powers thereof and perform any of its duties by or through attorneys, agents, receivers or employees and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of counsel. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the property herein conveyed. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions hereof. The Trustee shall have no responsibility with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the Bonds.

(c) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, except as specifically set forth herein. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant hereto upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the

Registered Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer by an Authorized Representative as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has been notified as provided in Section 8.1(g) herein, or of which by said Paragraph it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Representative of the Issuer under its seal to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated herein shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful misconduct.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder, except an Event of Default described in Section 7.1(a) or 7.1(b), unless the Trustee shall be specifically notified in writing of such Default by the Issuer, a Security Instrument Issuer or by the Registered Owners of at least 25% in the aggregate Principal amount of any Series of the Bonds then Outstanding and all notices or other instruments required hereby to be delivered to the Trustee must, in order to be effective, be delivered at the Principal Corporate Trust Office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(h) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect all books, papers and records of the Issuer pertaining to the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere herein contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview hereof, any showing, certificates, opinions, appraisals, or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(k) All moneys received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(l) If any Event of Default hereunder shall have occurred and be continuing, the Trustee shall exercise such of the rights and powers vested in it hereby and shall use the same degree of care as a prudent man would exercise or use in the circumstances in the conduct of his own affairs.

(m) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request, order or direction of any of the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers pursuant to the provisions of this Indenture, unless such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(n) The Trustee shall not be required to expend, advance, or risk its own funds or incur any financial liability in the performance of its duties or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or satisfactory indemnity against such risk or liability is not assured to it.

Section 8.2 Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered as Trustee hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent and Registrar for the Bonds as hereinabove provided. Upon an Event of Default, but only upon an Event of Default, the Trustee shall have a right of payment prior to payment on account of interest or Principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee's rights under this Section 8.2 will not terminate upon its resignation or removal or upon payment of the Bonds and discharge of the Indenture.

Section 8.3 Notice to Registered Owners if Event of Default Occurs. If an Event of Default occurs of which the Trustee is by Section 8.1(g) hereof required to take notice or if notice of an Event of Default be given to the Trustee as in said Section provided, then the Trustee shall give written notice thereof by registered or certified mail to all Security Instrument Issuers or to Registered Owners of all Bonds then Outstanding shown on the registration books of the Bonds kept by the Trustee as Registrar for the Bonds.

Section 8.4 Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interest of Registered Owners of the Bonds, the Trustee may intervene on behalf of such Owners and shall do so if requested in writing by the Registered Owners of at least 25% in aggregate

Principal amount of the Bonds then Outstanding. The rights and obligations of the Trustee under this Section 8.4 are subject to the approval of a court of competent jurisdiction.

Section 8.5 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed of conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving written notice to the Issuer, served personally or by registered or certified mail, and by registered or certified mail to each Reserve Instrument Issuer, Security Instrument Issuer and Registered Owner of Bonds then Outstanding, and such resignation shall take effect upon the appointment of and acceptance by a successor Trustee by the Registered Owners or by the Issuer as provided in Section 8.8 hereof; provided, however that if no successor Trustee has been appointed within 60 days of the date of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice, if any, as it deems proper and prescribes, appoint a successor Trustee.

Section 8.7 Removal of the Trustee. The Trustee may be removed at any time, by an instrument or concurrent instruments (i) in writing delivered to the Trustee, and signed by the Issuer, unless there exists any Event of Default, or (ii) in writing delivered to the Trustee and the Issuer, and signed by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding if an Event of Default exists; provided that such instrument or instruments concurrently appoint a successor Trustee meeting the qualifications set forth herein.

Section 8.8 Appointment of Successor Trustee by Registered Owners; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer or if an Event of Default exists by the Registered Owners of a majority in aggregate Principal amount of Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer by an instrument executed by an Authorized Representative under its seal, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Registered Owners in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Registered Owners. Every successor Trustee appointed pursuant to the provisions of this Section 8.8 or otherwise shall be a trust company or bank in good standing having a reported capital and surplus of not less than $50,000,000.

Each Reserve Instrument Provider and Security Instrument Issuer shall be notified by the Issuer immediately upon the resignation or termination of the Trustee and provided with a list of candidates for the office of successor Trustee.

Section 8.9 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of the Issuer, or of the successor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article VIII shall be filed and/or recorded by the successor Trustee in each recording office, if any, where the Indenture shall have been filed and/or recorded.

Section 8.10 Trustee Protected in Relying Upon Indenture, Etc.. The indentures, opinions, certificates and other instruments provided for herein may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11 Successor Trustee as Trustee of Funds; Paying Agent and Bond Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee hereunder and Registrar for the Bonds and Paying Agent for Principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, Registrar and Paying Agent for the Bonds.

Section 8.12 Trust Estate May Be Vested in Separate or Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the laws of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in case of litigation hereunder, and in particular in case of the enforcement of remedies on Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights, or remedies herein granted to the Trustee or hold title to the trust estate, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 8.12 are adapted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended hereby to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vested in such separate or co-trustee,

but only to the extent necessary to enable the separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request of such trustee or co-trustee, be executed, acknowledged and delivered by the Issuer. In case any separate trustee or co-trustee, or a successor to either, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 8.13 Annual Accounting. The Trustee shall prepare an annual accounting for each Bond Fund Year by the end of the month following each such Bond Fund Year showing in reasonable detail all financial transactions relating to the funds and accounts held by the Trustee hereunder during the accounting period and the balance in any funds or accounts created hereby as of the beginning and close of such accounting period, and shall mail the same to the Issuer, and to each Reserve Instrument Provider requesting the same. The Trustee shall also make available for inspection by any Registered Owner a copy of said annual accounting (with the names and addresses of Registered Owners receiving payment of debt service on the Bonds deleted therefrom) and shall mail the same if requested in writing to do so by Registered Owners of at least 25% in aggregate Principal amount of Bonds then Outstanding to the designee of said Owners specified in said written request at the address therein designated. On or before the end of the month following each Bond Fund Year, the Trustee shall, upon written request, provide to the Issuer and the Issuer's independent auditor representations as to the accuracy of the facts contained in the financial reports concerning the transactions described herein that were delivered by the Trustee during the Bond Fund Year just ended.

Section 8.14 Indemnification. To the extent permitted by law and subject to the provisions of Section 8.1(a) of this Indenture, the Issuer shall indemnify and save Trustee harmless against any liabilities it may incur in the exercise and performance of its powers and duties hereunder, other than those due to its own negligence or willful misconduct.

Section 8.15 Trustee's Right to Own and Deal in Bonds. The bank or trust company acting as Trustee under this Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the Bonds issued hereunder and secured by this Indenture, and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee under this Indenture.

Section 8.16 Direct Payment Authorization. The Issuer hereby authorizes and directs the Trustee to take all necessary actions to effectively carry out the duties required to apply for and accept Direct Payments from the Internal Revenue Service on behalf of the Issuer under Sections 54AA and 6431 of the Code or such other tax provisions of substantially similar nature which may be hereafter authorized, including, but not limited to, filing and signing IRS Form 8038-CP, receiving the Direct Payment on the Issuer's behalf, and using such Direct Payment to pay Debt

Service on the Bonds. For fixed rate bonds, the Trustee shall file the 8038-CP at least 50 days (but not more than 90 days) before the relevant Interest Payment Date (unless otherwise directed by a change in regulations). For variable rate bonds, the Trustee shall file the 8038-CP for reimbursements in arrears within 25 days after the last Interest Payment Date within the quarterly period for which reimbursement is being requested (unless otherwise directed by a change in regulations). The Issuer hereby covenants that it will deposit the Direct Payments with the Trustee for use in paying Debt Service on the Bonds.

ARTICLE IX

SUPPLEMENTAL INDENTURES

Section 9.1 Supplemental Indentures Not Requiring Consent of Registered Owners, Security Instrument Issuers and Reserve Instrument Providers. The Issuer and the Trustee may, without the consent of, or notice to, any of the Registered Owners or Reserve Instrument Providers, or Security Instrument Issuers, enter into an indenture or indentures supplemental hereto, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) To provide for the issuance of Additional Bonds in accordance with the provisions of Section 2.13 hereof;

(b) To cure any ambiguity or formal defect or omission herein;

(c) To grant to or confer upon the Trustee for the benefit of the Registered Owners, any Security Instrument Issuers and any Reserve Instrument Providers any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Registered Owners or any of them which shall not adversely affect the interests of any Reserve Instrument Providers or Security Instrument Issuers without its consent;

(d) To subject to this Indenture additional Revenues or other revenues, properties, collateral or security;

(e) To provide for the issuance of the Bonds pursuant to a book-entry system or as uncertificated registered public obligations pursuant to the provisions of the Registered Public Obligations Act, Title 15, Chapter 7 of the Utah Code, Annotated 1953, as amended, or any successor provisions of law;

(f) To make any change which shall not materially adversely affect the rights or interests of the Owners of any Outstanding Bonds, any Security Instrument Issuers or any Reserve Instrument Provider requested or approved by a Rating Agency in order to obtain or maintain any rating on the Bonds or requested or approved by a Security Instrument Issuer or Reserve Instrument Provider in order to insure or provide other security for any Bonds;

(g) To make any change necessary (A) to establish or maintain the excludability from gross income for federal income tax purposes of interest on any Series of Bonds as a

result of any modifications or amendments to Section 148 of the Code or interpretations by the Internal Revenue Service of Section 148 of the Code or of regulations proposed or promulgated thereunder, or (B) to comply with the provisions of Section 148(f) of the Code, including provisions for the payment of all or a portion of the investment earnings of any of the Funds established hereunder to the United States of America, or (C) to establish or maintain the Direct Payments related to any Series of Bonds;

(h) If the Bonds affected by any change are rated by a Rating Agency, to make any change which does not result in a reduction of the rating applicable to any of the Bonds so affected, provided that if any of the Bonds so affected are secured by a Security Instrument, such change must be approved in writing by the related Security Instrument Issuer;

(i) If the Bonds affected by any change are secured by a Security Instrument, to make any change approved in writing by the related Security Instrument Issuer, provided that if any of the Bonds so affected are rated by a Rating Agency, such change shall not result in a reduction of the rating applicable to any of the Bonds so affected;

(j) Unless otherwise provided by a Supplemental Indenture authorizing a Series of Bonds, the designation of the facilities to constitute a Project by such Supplemental Indenture may be modified or amended if the Issuer delivers to the Trustee (1) a Supplemental Indenture designating the facilities to comprise the Project and (2) an opinion of Bond Counsel to the effect that such amendment will not adversely affect the tax-exempt status (if applicable) or validity of the Bonds; and

(k) To correct any references contained herein to provisions of the Act, the Code or other applicable provisions of law that have been amended so that the references herein are correct.

Section 9.2 Supplemental Indentures Requiring Consent of Registered Owners and Reserve Instrument Providers; Waivers and Consents by Registered Owners. Exclusive of Supplemental Indentures covered by Section 9.1 hereof and subject to the terms and provisions contained in this Section 9.2, and not otherwise, the Registered Owners of 66 2/3% in aggregate Principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained herein to the contrary notwithstanding, to (i) consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained herein or in any Supplemental Indenture, or (ii) waive or consent to the taking by the Issuer of any action prohibited, or the omission by the Issuer of the taking of any action required, by any of the provisions hereof or of any indenture supplemental hereto; provided, however, that nothing in this Section 9.2 contained shall permit or be construed as permitting (a) an extension of the date that a Principal Installment is due at maturity or mandatory redemption or reduction in the Principal amount of, or reduction in the rate of or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bond, without the consent of the Registered Owner of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any Fund established hereunder applicable to any Bonds without the consent of the

Registered Owners of all the Bonds which would be affected by the action to be taken, or (c) a reduction in the aforesaid aggregate Principal amount of Bonds, the Registered Owners of which are required to consent to any such waiver or Supplemental Indenture, or (d) affect the rights of the Registered Owners of less than all Bonds then outstanding, without the consent of the Registered Owners of all the Bonds at the time Outstanding which would be affected by the action to be taken. In addition, no supplement hereto shall modify the rights, duties or immunities of the Trustee, without the written consent of the Trustee. If a Security Instrument or a Reserve Instrument is in effect with respect to any Series of Bonds Outstanding and if a proposed modification or amendment would affect such Series of Bonds, then, except as provided in Section 9.1, neither this Indenture nor any Supplemental Indenture with respect to such Series of Bonds shall be modified or amended at any time without the prior written consent of the related Security Instrument Issuer or Reserve Instrument Provider, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.2, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be given by registered or certified mail to the Bondholder of each Bond shown by the list of Bondholders required by the terms of Section 2.6 hereof to be kept at the office of the Trustee. Such notices shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the principal office of the Trustee for inspection by all Bondholders. At the time such notices are mailed by the Trustee, the Issuer may, but is not required to, designate a reasonable time period for receipt of such consents and shall include such requirement in the notices sent to the Bondholders. If the Bondholders of not less than 66 2/3% in aggregate Principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no holder of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Article IX permitted and provided, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE X

DISCHARGE OF INDENTURE

If the Issuer shall pay or cause to be paid, or there shall be otherwise paid or provision for payment made, to or for the Registered Owners of the Bonds, the Principal of and interest due or to become due thereon at the times and in the manner stipulated therein, and shall pay or cause to be paid to the Trustee all sums of moneys due or to become due according to the provisions hereof, and to all Security Instrument Issuers and all Reserve Instrument Providers all sums of money due or to become due according to the provisions of any Security Instrument Agreements, Reserve Instrument Agreements, as applicable, then these presents and the estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all the estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee, held by the Trustee, or otherwise subject to the lien hereof, except moneys or securities held by the Trustee for the payment of the

Principal of and interest on the Bonds, the payment of amounts pursuant to any Security Instrument Agreements or the payment of amounts pursuant to any Reserve Instrument Agreements.

Any Bond shall be deemed to be paid within the meaning of this Article X when payment of the Principal of such Bond, plus interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein, or otherwise), either (a) shall have been made or caused to have been made in accordance with the terms thereof, or (b) shall have been provided by irrevocably depositing with or for the benefit of the Trustee, in trust and irrevocably setting aside exclusively for such payment, (i) moneys sufficient to make such payment, or (ii) Direct Obligations, maturing as to Principal and interest in such amount and at such times as will insure the availability of sufficient moneys to make such payment, and all necessary and proper fees, compensation and expenses of the Trustee, and any paying agent pertaining to the Bond with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of the Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, it shall no longer be secured by or entitled to the benefits hereof, except for the purposes of any such payment from such moneys or Direct Obligations.

Notwithstanding the foregoing, in the case of Bonds, which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the Principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted hereby);

(b) directing the Trustee to call for redemption pursuant hereto any Bonds to be redeemed prior to maturity pursuant to Article II above; and

(c) directing the Trustee to mail, as soon as practicable, in the manner prescribed by Article II hereof, a notice to the Registered Owners of such Bonds and to each related Security Instrument Issuer that the deposit required by this Article X has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Article X and stating the maturity or redemption date upon which moneys are to be available for the payment of the Principal or redemption price, if applicable, on said Bonds as specified in Article II.

Any moneys so deposited with the Trustee as provided in this Article X may at the direction of the Issuer also be invested and reinvested in Direct Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Direct Obligations in the hands of the Trustee pursuant to this Article X which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in that fund; provided, however, that before any excess moneys shall be deposited in the Bond Fund, the Trustee shall first obtain a written verification from a certified public accountant that the moneys remaining on deposit with the Trustee and invested in Direct Obligations after such transfer to the Bond Fund shall be sufficient in amount to pay Principal and interest on the Bonds when due and payable.

No such deposit under this Article X shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an opinion of nationally recognized municipal bond counsel to the effect that such deposit and use would not cause any tax-exempt Bonds to be treated as arbitrage bonds within the meaning of Sections 148 of the Code.

Notwithstanding any provision of any other Article hereof which may be contrary to the provisions of this Article X, all moneys or Direct Obligations set aside and held in trust pursuant to the provisions of this Article X for the payment of Bonds (including interest thereon) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or Direct Obligations have been so set aside in trust.

Anything in Article VIII hereof to the contrary notwithstanding, if moneys or Direct Obligations have been deposited or set aside with the Trustee pursuant to this Article X for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article X shall be made without the consent of the Registered Owner of each Bond affected thereby.

ARTICLE XI

MISCELLANEOUS

Section 11.1 Consents, Etc., of Registered Owners. Any consent, request, direction, approval, objection or other instrument required hereby to be executed by the Registered Owners, Security Instrument Issuers or Reserve Instrument Providers may be in any number of concurrent writings of similar tenor and may be executed by such Registered Owners, Security Instrument Issuers or Reserve Instrument Providers in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes hereof, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely, the fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

Section 11.2 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person other than the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and any Reserve Instrument Provider, any legal or equitable right, remedy or claim under or in respect hereto or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Registered Owners of the Bonds, any Security Instrument Issuer and the Reserve Instrument Providers as herein provided.

Section 11.3 Severability. If any provision hereof shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or in

all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections herein contained, shall not affect the remaining portions hereof, or any part thereof.

Section 11.4 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper on the Issuer if the same shall be duly mailed by registered or certified mail to 147 North 870 West, Hurricane, Utah 84737, Attention: City Recorder, or to such address as the Issuer may from time to time file with the Trustee. It shall be sufficient service of any notice or other paper on the Trustee if the same shall be duly mailed by registered or certified mail addressed to it at Zions Bancorporation, National Association, Corporate Trust Department, One South Main Street, 12th Floor, Suite 200, Salt Lake City, Utah 84133, or to such other address as the Trustee may from time to time file with the Issuer.

Section 11.5 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as principal Paying Agent and Bond Registrar for and in respect to the Bonds.

Section 11.6 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.7 Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State.

Section 11.8 Immunity of Officers and Directors. No recourse shall be had for the payment of the Principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement herein contained against any past, present or future officer, or other public official, employee, or agent of the Issuer.

Section 11.9 Holidays. If any date for the payment of Principal of or interest on the Bonds is not a Business Day, then such payment shall be due on the first Business Day thereafter and no interest shall accrue for the period between such date and such first Business Day thereafter.

Section 11.10 Effective Date. This Indenture shall become effective immediately.

Section 11.11 Compliance with Act. It is hereby declared by the Issuer's Governing Body that it is the intention of the Issuer by the execution of this Indenture to comply in all respects with the provisions of the Act.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed as of the date first written above.

HURRICANE, UTAH, as Issuer

(SEAL)

_____
Mayor

ATTEST:

_____
City Recorder

ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Trustee

By:_____

Title: _____

EXHIBIT A

FORM OF REQUISITION

RE: Hurricane City, Utah [Taxable] Sales Tax Revenue [Refunding] Bonds, Series _____ in the sum of $_____

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

You are hereby authorized to disburse from the 20_____ Account of the Construction Fund with regard to the above-referenced bond issue the following:

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

_____

_____

AMOUNT: $_____

PURPOSE FOR WHICH EXPENSE HAS BEEN INCURRED: _____

_____

_____

_____

Each obligation, item of cost, or expense mentioned herein has been properly incurred, is a proper charge against the 20_____ Account of the Construction Fund based upon audited, itemized claims substantiated in support thereof, and has not been the basis for a previous withdrawal.

DATED: _____ _____
Authorized Representative

FIRST SUPPLEMENTAL INDENTURE OF TRUST

Dated as of [_____1, 2026]

between

HURRICANE CITY, UTAH,
as Issuer

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
as Trustee

and supplementing

General Indenture of Trust
Dated as of [_____1, 2026

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

This First Supplemental Indenture of Trust, dated as of [_____1, 2026], by and between Hurricane City, Utah, a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah (the "Issuer") and Zions Bancorporation, National Association, a national bank duly organized and existing under the laws of the United States of America, authorized by law to accept and execute trusts and having its principal office in Salt Lake City, Utah, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the Issuer has entered into a General Indenture of Trust, dated as of [_____1, 2026] (the "General Indenture"), with the Trustee; and

WHEREAS, the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Act") authorizes the issuance of non-voted excise tax revenue bonds payable solely from the excise tax revenues of cities, towns, or counties, levied and collected by the said government entity or levied by the State of Utah and rebated pursuant to law; and

WHEREAS, the Issuer desires to finance the construction of a new community swimming pool and all related improvements (collectively, the "Series 2026 Project"); and

WHEREAS, to (a) finance the Series 2026 Project, and (b) pay the costs of issuance associated with the issuance of the Series 2026 Bonds herein authorized, the Issuer has determined to issue its Sales Tax Revenue Bonds, Series 2026 in the aggregate principal amount of $[PAR] (the "Series 2026 Bonds"); and

WHEREAS, based upon the information available to the Issuer, the Series 2026 Bonds shall not at any one time exceed an amount for which the average annual installments of principal and interest will exceed eighty percent (80%) of the taxes included in the Revenues received by the Issuer (or would have been received by the Issuer had such taxes been in place) during its fiscal year immediately preceding the fiscal year in which the Series 2026 Bonds will be issued; and

WHEREAS, the Series 2026 Bonds will be authorized, issued, and secured under the General Indenture, as amended and supplemented by this First Supplemental Indenture of Trust (the "First Supplemental Indenture," and collectively with the General Indenture, and any amendments thereto or hereto, the "Indenture"); and

WHEREAS, the execution and delivery of the Series 2026 Bonds and of this First Supplemental Indenture have in all respects been duly authorized and all things necessary to make the Series 2026 Bonds, when executed by the Issuer and authenticated by the Trustee, the valid and binding legal obligations of the Issuer and to make this First Supplemental Indenture a valid and binding agreement have been done;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST WITNESSETH, that to secure the Series 2026 Bonds, and all Additional Bonds issued and outstanding under the Indenture, the payment of the principal or redemption price thereof and interest thereon, the rights of the Registered Owners of the Bonds, to secure the Security

Instrument Issuers of Security Instruments for any Bonds, and of all Reserve Instrument Providers of Reserve Instruments for any Bonds, and the performance of all of the covenants contained in such Bonds and herein, and for and in consideration of the mutual covenants herein contained and of the purchase of such Bonds by the Registered Owners thereof from time to time, and the issuance of Reserve Instruments by Reserve Instrument Providers, and of the acceptance by the Trustee of the trusts hereby created, and intending to be legally bound hereby, the Issuer has executed and delivered this First Supplemental Indenture of Trust, and by these presents does, in confirmation of the General Indenture, as amended and supplemented, hereby sell, assign, transfer, set over and pledge unto Zions Bancorporation, National Association, as Trustee, its successors and trusts and its assigns forever, to the extent provided in the General Indenture, as amended and supplemented, all right, title and interest of the Issuer in and to (i) the Revenues (as defined in the General Indenture), (ii) all moneys in funds and accounts held by the Trustee under the General Indenture and hereunder (except the Rebate Fund), and (iii) all other rights granted under the General Indenture and hereinafter granted for the further securing of such Bonds.

TO HAVE AND TO HOLD THE SAME unto the Trustee and its successors in trust hereby created and its and their assigns forever;

IN TRUST, NEVERTHELESS, FIRST, for the equal and ratable benefit and security of all present and future Registered Owners of Bonds and related Security Instrument Issuers without preference, priority, or distinction as to lien or otherwise (except as otherwise specifically provided), of any one Bond or Security Instrument Repayment Obligation over any other Bond or Security Instrument Repayment Obligation, and SECOND, for the equal and proportionate benefit, security and protection of all Reserve Instrument Providers, without privilege, priority or distinction as to the lien or otherwise of any Reserve Instrument Repayment Obligation over any of the others by reason of time of issuance, delivery or expiration thereof or otherwise for any cause whatsoever.

ARTICLE I
SUPPLEMENTAL INDENTURE; DEFINITIONS

Section 1.1 Supplemental Indenture. This First Supplemental Indenture is supplemental to, and is executed in accordance with and pursuant to Articles II and IX of the General Indenture.

Section 1.2 Definitions. All terms which are defined in the General Indenture, shall have the meanings, respectively, herein (including the use thereof in the recitals and the granting clauses thereof) unless expressly given a different meaning or unless the context clearly otherwise requires. All terms used herein which are defined in the recitals hereto shall have the meanings therein given to the same unless the context requires otherwise and, in addition, the following terms shall have the meanings specified below:

"Cede" means Cede & Co. and any substitute nominee of DTC who becomes the registered Bondholder.

"Dated Date" means, with respect to the Series 2026 Bonds, the date of initial issuance and delivery thereof.

"DTC" means The Depository Trust Company, New York, New York, a limited-purpose trust company organized under the laws of the State of New York.

"Interest Payment Date" means, with respect to the Series 2026 Bonds, each [_____] commencing [_____ 202_].

"Issuer" means Hurricane City, Utah.

"Regular Record Date" means the fifteenth day immediately preceding each Interest Payment Date.

"Series 2026 Bonds" means the Issuer's $[PAR] Sales Tax Revenue Bonds, Series 2026 herein authorized.

"Series 2026 Construction Account" means the account established within the Construction Fund under the General Indenture held in trust by the Trustee, into which a portion of the proceeds of the Series 2026 Bonds shall be deposited as provided herein.

"Series 2026 Cost of Issuance Account" means the account established pursuant to Section 3.2 hereof.

"Series 2026 Debt Service Reserve Requirement" means $[0].

"Series 2026 Project" means the construction of a new community swimming pool and all related improvements.

"Underwriter" means [_____]

ARTICLE II
ISSUANCE OF THE SERIES 2026 BONDS

Section 2.1 Principal Amount, Designation and Series. The Series 2026 Bonds are hereby authorized for issuance under the Indenture for the purpose of providing funds to (i) finance all or a portion of the costs of the Series 2026 Project and (ii) pay costs incurred in connection with the issuance of the Series 2026 Bonds. The Series 2026 Bonds shall be limited to $[PAR] in aggregate principal amount, shall be issued in fully registered form, in denominations of $5,000 or any integral multiple thereof, shall be in substantially the form and contain substantially the terms contained in Exhibit A attached hereto and made a part hereof, and shall bear interest at the rates and be payable as to principal or redemption price as specified herein. The Series 2026 Bonds shall be designated as, and shall be distinguished from the Bonds of all other series by the title, "Sales Tax Revenue Bonds, Series 2026."

Section 2.2 Date, Maturities and Interest. The Series 2026 Bonds shall be dated as of the Dated Date, and shall mature on [_____] in the years and in the amounts and shall bear interest from the Interest Payment Date next preceding their date of authentication thereof unless authenticated as of an Interest Payment Date, in which event such Bonds shall bear interest from such date, or unless such Bonds are authenticated prior to the first Interest Payment Date, in which event such Bonds shall bear interest from their Dated Date or unless, as shown by the records of

the Trustee, interest on the Series 2026 Bonds shall be in default, in which event such Bonds shall bear interest from the date to which interest has been paid in full, or unless no interest shall have been paid on such Bonds, in which event such Bonds shall bear interest from their Dated Date, payable on each Interest Payment Date, at the rates per annum as set forth below:

Maturity Date ([_____])	Principal Amount	Interest Rate

Interest shall be calculated on the basis of a year of 360 days comprised of twelve 30-day months.

Section 2.3 Execution of Bonds. The Mayor is hereby authorized to execute by facsimile or manual signature the Series 2026 Bonds and the City Recorder to countersign by facsimile or manual signature the Series 2026 Bonds and to have imprinted, engraved, lithographed, stamped or otherwise placed on the Series 2026 Bonds a facsimile of the official seal of the Issuer, and the Trustee shall manually authenticate the Series 2026 Bonds.

Section 2.4 Optional Redemption. The Series 2026 Bonds maturing on or prior to [_____, 20__] are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after [_____, 20__], are subject to redemption at the option of the Issuer on [_____ 20__], and on any date thereafter prior to maturity, in whole or in part, from such maturities or parts thereof as may be selected by the Issuer, at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Section 2.5 Delivery of Bonds. The Series 2026 Bonds, when executed, registered, and authenticated as provided herein and by law, shall be delivered by the Issuer to the Underwriter upon payment of the purchase price thereof.

Section 2.6 Designation of Registrar. Zions Bancorporation, National Association, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Registrar for the Series 2026 Bonds, which appointment shall be evidenced by a written acceptance from the Registrar.

Section 2.7 Designation of Paying Agent. Zions Bancorporation, National Association, Salt Lake City, Utah or Trustee's Principal Corporate Trust Office, is hereby designated as Paying Agent for the Series 2026 Bonds, which appointment shall be evidenced by a written acceptance from the Paying Agent.

Section 2.8 Limited Obligation. The Series 2026 Bonds, together with interest thereon, shall be limited obligations of the Issuer payable solely from the Revenues (except to the extent paid out of moneys attributable to the Series 2026 Bonds proceeds or other funds created hereunder or under the Indenture or the income from the temporary investment thereof).

Section 2.9 Book-Entry System.

(b) Except as provided in paragraphs (b) and (c) of this Section 2.9, the Registered Owner of all Series 2026 Bonds shall be, and the Series 2026 Bonds shall be registered in the name of Cede & Co. ("Cede"), as nominee of The Depository Trust Company, New York, New York (together with any substitute securities depository appointed pursuant to paragraph (c)(ii) of this Section 2.9, "DTC"). Payment of the interest on any Series 2026 Bonds shall be made in accordance with the provisions of this First Supplemental Indenture to the account of Cede on the Interest Payment Dates for the Bonds at the address indicated for Cede in the registration books of the Bond Registrar.

(c) The Series 2026 Bonds shall be initially issued in the form of a separate single fully registered Bond in the amount of each separate stated maturity of the Series 2026 Bonds. Upon initial issuance, the ownership of each such Series 2026 Bonds shall be registered in the registration books of the Issuer kept by the Registrar, in the name of Cede, as nominee of DTC. With respect to Series 2026 Bonds so registered in the name of Cede, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation to any DTC participant or to any beneficial owner of any of such Series 2026 Bonds. Without limiting the immediately preceding sentence, the Issuer, Registrar and any Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC participant with respect to any beneficial ownership interest in the Series 2026 Bonds, (ii) the delivery to any DTC participant, beneficial owner or other person, other than DTC, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, or (iii) the payment to any DTC participant, beneficial owner or other person, other than DTC, of any amount with respect to the principal or redemption price of, or interest on, any of the Series 2026 Bonds. The Issuer, the Bond Registrar and any Paying Agent may treat DTC as, and deem DTC to be, absolute owner of each Series 2026 Bonds for all purposes whatsoever, including (but not limited to) (1)

payment of the principal or redemption price of, and interest on, each Series 2026 Bonds, (2) giving notices of redemption and other matters with respect to such Series 2026 Bonds and (3) registering transfers with respect to such Bonds. So long as the Series 2026 Bonds are registered in the name of CEDE & Co., the Paying Agent shall pay the principal or redemption price of, and interest on, all Series 2026 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Issuer's obligations with respect to such principal or redemption price, and interest, to the extent of the sum or sums so paid. Except as provided in paragraph (c) of this Section 2.9, no person other than DTC shall receive a Bond evidencing the obligation of the Issuer to make payments of principal or redemption price of, and interest on, any such Bond pursuant to this First Supplemental Indenture. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, and subject to the transfer provisions of this First Supplemental Indenture, the word "Cede" in this First Supplemental Indenture shall refer to such new nominee of DTC.

Except as provided in paragraph (c)(iii) of this Section 2.9 and notwithstanding any other provisions of this First Supplemental Indenture, the Series 2026 Bonds may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

(d) (i) DTC may determine to discontinue providing its services with respect to the Series 2026 Bonds at any time by giving written notice to the Issuer, the Registrar, and the Paying Agent, which notice shall certify that DTC has discharged its responsibilities with respect to the Series 2026 Bonds under applicable law.

(i) The Issuer, in its sole discretion and without the consent of any other person, may, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds if the Issuer determines that the continuation of the system of book-entry-only transfers through DTC is not in the best interests of the beneficial owners of the Series 2026 Bonds or the Issuer; and the Issuer shall, by notice to the Registrar, terminate the services of DTC with respect to the Series 2026 Bonds upon receipt by the Issuer, the Registrar, and the Paying Agent of written notice from DTC to the effect that DTC has received written notice from DTC participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then outstanding Series 2026 Bonds to the effect that: (1) DTC is unable to discharge its responsibilities with respect to the Series 2026 Bonds; or (2) a continuation of the requirement that all of the outstanding Series 2026 Bonds be registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC, is not in the best interests of the beneficial owners of the Series 2026 Bonds.

(ii) Upon the termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(ii)(2) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2026 Bonds pursuant to subsection (c)(i) or subsection (c)(ii)(1) hereof the Issuer

may within 90 days thereafter appoint a substitute securities depository which, in the opinion of the Issuer, is willing and able to undertake the functions of DTC hereunder upon reasonable and customary terms. If no such successor can be found within such period, the Series 2026 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede, as nominee of DTC. In such event, the Issuer shall execute and the Registrar shall authenticate Series 2026 Bonds certificates as requested by DTC of like principal amount, maturity and Series, in authorized denominations to the identifiable beneficial owners in replacement of such beneficial owners' beneficial interest in the Series 2026 Bonds.

(iii) Notwithstanding any other provision of this First Supplemental Indenture to the contrary, so long as any Series 2026 Bonds is registered in the name of Cede, as nominee of DTC, all payments with respect to the principal or redemption price of, and interest on, such Series 2026 Bonds and all notices with respect to such Series 2026 Bonds shall be made and given, respectively, to DTC.

(iv) In connection with any notice or other communication to be provided to Holders of Series 2026 Bonds registered in the name of Cede pursuant to this First Supplemental Indenture by the Issuer or the Registrar with respect to any consent or other action to be taken by such Holders, the Issuer shall establish a record date for such consent or other action by such Holders and give DTC notice of such record date not less than fifteen (15) days in advance of such record date to the extent possible.

Section 2.10 Perfection of Security Interest.

(a) The Indenture creates a valid and binding pledge and assignment of security interest in all of the Revenues pledged under the Indenture in favor of the Trustee as security for payment of the Series 2026 Bonds, enforceable by the Trustee in accordance with the terms thereof.

(b) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Section 11-14-501, Utah Code Annotated 1953, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Revenues.

ARTICLE III
APPLICATION OF PROCEEDS

Section 3.1 Application of Proceeds of the Series 2026 Bonds. The Issuer shall deposit with the Trustee the proceeds from the sale of the Series 2026 Bonds in the amount of $[_____] (being the par amount of the Series 2026 Bonds, plus a [net] reoffering premium of $[_____] and less an Underwriter's discount of $[_____])

(a) In the Series 2026 Construction Account within the Construction Fund, the amount of $[_____] to finance the Series 2026 Project; and

(b) The remaining amount to be deposited into the Series 2026 Cost of Issuance Account to pay costs of issuance.

Section 3.2 Creation and Operation of Series 2026 Cost of Issuance Account. A Series 2026 Cost of Issuance Account is hereby created to be held by the Trustee. Moneys in such Account shall be used to pay costs of issuance of the Series 2026 Bonds. Costs of issuance shall be paid by the Trustee from the Series 2026 Cost of Issuance Account upon receipt from the Issuer of an executed Cost of Issuance Disbursement Request by an Authorized Representative in substantially the form of Exhibit B attached hereto. Any unexpended balances remaining in the Series 2026 Cost of Issuance Account 60 days after delivery of the Series 2026 Bonds shall be paid to the Issuer.

Section 3.3 Disbursements from Series 2026 Construction Account. Disbursements of moneys in the Series 2026 Construction Account shall be made in accordance with the provisions of Section 5.1 of the General Indenture.

Section 3.4 No Series 2026 Debt Service Reserve Account. There shall be no Debt Service Reserve Requirement with respect to the Series 2026 Bonds.

Section 3.5 Series 2026 Bonds as Initial Bonds; Delivery to Underwriter. The Series 2026 Bonds are Initial Bonds under the Indenture. It is hereby determined that the Series 2026 Bonds shall be authenticated and delivered to the account of the Underwriter upon compliance with the General Indenture and the Bond Purchase Contract.

ARTICLE IV

CONFIRMATION OF GENERAL INDENTURE, SALE OF SERIES 2026 BONDS

Section 4.1 Confirmation of General Indenture. As supplemented by this First Supplemental Indenture, and except as provided herein, the General Indenture is in all respects ratified and confirmed, and the General Indenture, and this First Supplemental Indenture shall be read, taken and construed as one and the same instrument so that all of the rights, remedies, terms, conditions, covenants and agreements of the General Indenture shall apply and remain in full force and effect with respect to this First Supplemental Indenture, and to any revenues, receipts and moneys to be derived therefrom.

Section 4.2 Confirmation of Sale of Series 2026 Bonds. The sale of the Series 2026 Bonds to the Underwriter as described in Section 3.5 herein is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused this First Supplemental Indenture of Trust to be executed as of the date first above written.

HURRICANE CITY, UTAH

(SEAL)

By:_____
Mayor

COUNTERSIGN:

_____
City Recorder

ZIONS BANCORPORATION NATIONAL ASSOCIATION, as Trustee

By:_____
Title:

EXHIBIT A

(FORM OF SERIES 2026 BONDS)

Unless this certificate is presented by an authorized representative of The Depository Trust Company (55 Water Street, New York, New York) to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
HURRICANE CITY, UTAH
SALES TAX REVENUE BONDS
SERIES 2026

Number R - $_____

Interest Rate	Maturity Date	Dated Date	CUSIP
%_	[_____], 20__		

Registered Owner: CEDE & CO.

Principal Amount: _____ DOLLARS**********

Hurricane City, Utah ("Issuer"), a political subdivision, municipal corporation and body politic duly organized and existing under the Constitution and laws of the State of Utah, for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner named above or registered assigns, out of the special fund hereinbelow designated and not otherwise, the Principal Amount specified above on or before the Maturity Date specified above with interest thereon until paid at the Interest Rate specified above per annum, payable [semiannually] on [_____] and [_____] of each year commencing [_____, 202_] (each an "Interest Payment Date"), until said Principal Amount is paid. Principal shall be payable upon surrender of this Bond at the principal offices of Zions Bancorporation, National Association], Salt Lake City, Utah ("Trustee" and "Paying Agent") or its successors. Interest on this Bond shall be payable by check or draft mailed on the Interest Payment Date to the Registered Owner of record hereof as of the fifteenth day immediately preceding each Interest Payment Date (the "Record Date") at the address of such Registered Owner as it appears on the registration books of the Paying Agent, who shall also act as the Registrar for the Issuer, or at such other address as is furnished to the Paying Agent in writing by such Registered Owner. Interest hereon shall be deemed to be paid by the Paying Agent when mailed. Both principal and interest shall be payable in lawful money of the United States of America.

This Bond is one of an issue of Bonds of the Issuer designated Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds") in the aggregate principal amount of $[PAR] of like tenor and effect, except as to date of maturity and interest rate, numbered R-1 and upwards, issued by the Issuer pursuant to a General Indenture of Trust, dated as of [_____1, 2026], and a First Supplemental Indenture of Trust dated as of [_____1, 2026], each by and between the Issuer and the Trustee, (together, the "Indenture") approved by a resolution of the Issuer adopted on November 20, 2025 (the "Resolution"), for the purpose of (i) financing improvements to its community including the construction of a new community swimming pool and all related improvements (collectively, the "Series 2026 Project"), and (ii) paying issuance expenses to be incurred in connection with the issuance and sale of the Bonds, all in full conformity with the Constitution and laws of the State of Utah. Both principal of and interest on this Bond and the issue of which it is a part are payable solely from a special fund designated "Hurricane City, Utah Sales Tax Revenue Bond Fund" (the "Bond Fund"), into which fund, to the extent necessary to assure prompt payment of the principal of and interest on the issue of which this is one and on all series of bonds issued on a lien parity with this Bond shall be paid the Revenues as defined in and more fully described and provided in the Indenture.

The Series 2026 Bonds shall be payable only from the Revenues and shall not constitute a general indebtedness or pledge of the full faith and credit of the Issuer, within the meaning of any constitutional or statutory provision or limitation of indebtedness.

As provided in the Indenture, additional bonds, notes and other obligations of the Issuer may be issued and secured on an equal lien parity with the Series 2026 Bonds, from time to time in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Indenture, and the aggregate principal amount of such bonds, notes and other obligations issued and to be issued under the Indenture is not limited.

Reference is hereby made to the Indenture, copies of which are on file with the Trustee, for the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Issuer, the Trustee and the Registered Owners of the Series 2026 Bonds, the terms upon which the Series 2026 Bonds are issued and secured, and upon which the Indenture may be modified and amended, to all of which the Registered Owner of this Bond assents by the acceptance of this Bond.

Except as otherwise provided herein and unless the context indicates otherwise, words and phrases used herein shall have the same meanings as such words and phrases in the Indenture.

Interest on the initially issued Series 2026 Bonds and on all Series 2026 Bonds authenticated prior to the first Interest Payment Date, shall accrue from the Dated Date specified above. Interest on the Series 2026 Bonds authenticated on or subsequent to the first Interest Payment Date, shall accrue from the Interest Payment Date next preceding their date of authentication, or if authenticated on an Interest Payment Date as of that date; provided, however, that if interest on the Series 2026 Bonds shall be in default, interest on the Series 2026 Bonds issued in exchange for Series 2026 Bonds surrendered for transfer or exchange shall be payable from the date to which interest has been paid in full on the Series 2026 Bonds surrendered.

The Series 2026 Bonds are subject to optional redemption prior to maturity as provided in the Indenture.

This Series 2026 Bond is transferable by the registered holder hereof in person or by his attorney duly authorized in writing at the Principal Corporate Trust Offices of Zions Bancorporation, National Association (the "Registrar"), but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds of the same series and the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Paying Agent may deem and treat the Registered Holder hereof as the absolute owner hereof (whether or not this Series 2026 Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof, premium, if any, and interest due hereon and for all other purposes, and neither Issuer nor Paying Agent shall be affected by any notice to the contrary.

This Series 2026 Bond is issued under and pursuant to the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and this Series 2026 Bond does not constitute a general obligation indebtedness of the Issuer within the meaning of any state constitutional or statutory limitation. The issuance of the Series 2026 Bonds shall not, directly, indirectly or contingently, obligate the Issuer or any agency, instrumentality or political subdivision thereof to levy any form of ad valorem taxation therefor or to make any appropriation for their payment.

The Issuer covenants and agrees that, within the limits provided by law, it will cause to be collected and accounted for sufficient Revenues as defined in the Indenture as will at all times be sufficient to pay promptly the principal of and interest on this Series 2026 Bond and the issue of which it forms a part and to make all payments required to be made into the Bond Fund, and to carry out all the requirements of the Indenture.

IN ACCORDANCE WITH SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, THE STATE OF UTAH HEREBY PLEDGES AND AGREES WITH THE HOLDERS OF THE SERIES 2026 BONDS THAT IT WILL NOT ALTER, IMPAIR OR LIMIT THE TAXES INCLUDED IN THE REVENUES IN A MANNER THAT REDUCES THE AMOUNTS TO BE REBATED TO THE ISSUER WHICH ARE DEVOTED OR PLEDGED AS AUTHORIZED IN SECTION 11-14-307, UTAH CODE ANNOTATED 1953, AS AMENDED, UNTIL THE SERIES 2026 BONDS, TOGETHER WITH APPLICABLE INTEREST THEREON, ARE FULLY MET AND DISCHARGED; PROVIDED, HOWEVER, THAT NOTHING SHALL PRECLUDE SUCH ALTERATION, IMPAIRMENT OR LIMITATION IF AND WHEN ADEQUATE PROVISION SHALL BE MADE BY LAW FOR PROTECTION OF THE HOLDERS OF THE SERIES 2026 BONDS.

It is hereby declared and represented that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Series 2026 Bond have existed, have happened and have been performed in regular and due time, form and manner as required by law, that the amount of this Series 2026 Bond, together with the issue of which it forms a part,

does not exceed any limitation prescribed by the Constitution or statutes of the State of Utah, that the Revenues of the Issuer have been pledged and that an amount therefrom will be set aside into a special fund by the Issuer sufficient for the prompt payment of the principal of and interest on this Series 2026 Bond and the issue of which it forms a part, as authorized for issue under the Indenture, and that the Revenues of the Issuer are not pledged, hypothecated or anticipated in any way other than by the issue of the Bonds of which this Series 2026 Bond is one and all bonds issued on a parity with this Series 2026 Bond.

This Series 2026 Bond shall not be valid or become obligatory for any purpose nor be entitled to any security or benefit under the Indenture until the Certificate of Authentication on this Series 2026 Bond shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Issuer has caused this Series 2026 Bond to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of its City Recorder under its corporate seal or a facsimile thereof.

(SEAL)

(facsimile or manual signature)
Mayor

COUNTERSIGN:

(facsimile or manual signature)
City Recorder

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Sales Tax Revenue Bonds, Series 2026 of Hurricane City, Utah.

Zions Bancorporation, National Association, as Trustee

By:_____(Manual Signature)_____
Authorized Officer

Date of Authentication: _____

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT _____
(Cust.)

Custodian for _____
(Minor)

under Uniform Gifts to Minors Act of _____
(State)

Additional abbreviations may also be used though not in the above list.

EXHIBIT B

COST OF ISSUANCE DISBURSEMENT REQUEST

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Pursuant to Section 3.2 of the First Supplemental Indenture of Trust dated as of [_____1, 2026], you are hereby authorized to pay to the following costs of issuance from the Series 2026 Cost of Issuance Account:

[See Attached Schedule]

_____
AUTHORIZED REPRESENTATIVE,
HURRICANE CITY, UTAH

COSTS OF ISSUANCE

Series 2026 Bonds

Payee	Purpose	Amount

BOND PURCHASE AGREEMENT

HURRICANE CITY, UTAH

$[PAR]
SALES TAX REVENUE BONDS,
SERIES 2026

[_____] 2026

Hurricane City, Utah
147 North 870 West
Hurricane, Utah 84737

Ladies and Gentlemen:

[UNDERWRITER/PURCHASER]., acting on behalf of itself and not as an agent or representative of you (the "Underwriter"), offers to enter into this purchase agreement (the "Purchase Agreement") with Hurricane City, Utah (the "Issuer"), which will be binding upon the Issuer and the Underwriter upon the acceptance hereof by the Issuer. This offer is made subject to its acceptance by the Issuer by execution of this Purchase Agreement and its delivery to the Underwriter, on or before 5:00 p.m., Utah time, on the date hereof. All terms used herein and not otherwise defined shall have the meanings given to such terms in the Official Statement (as hereafter defined).

1. Purchase and Sale. Upon the terms and conditions and in reliance upon the respective representations, warranties and agreements hereinafter set forth, the Underwriter hereby agrees to purchase, and the Issuer hereby agrees to cause to be delivered to the Underwriter, all (but not less than all) of $[PAR] aggregate principal amount of the Hurricane City, Utah Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds will mature in the amounts and on the dates, bear interest at the rates and be subject to redemption as set forth on Exhibit A hereto. The Underwriter will purchase the Series 2026 Bonds for the aggregate purchase price of $[_____] (representing the aggregate principal amount of the Series 2026 Bonds plus [Net] original issue premium of $[_____] and less an Underwriter's discount of $[_____]).

2. Description and Purpose of the Series 2026 Bonds. The Series 2026 Bonds shall be as described in the Official Statement of the Issuer dated [_____] 2026, relating to the Series 2026 Bonds (which, together with all exhibits and appendices included therein or attached thereto and such amendments or supplements thereto which shall be approved by the Underwriter, is hereinafter called the "Official Statement") and shall be issued and secured under and pursuant to (a) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as

amended (the "Act"); (b) a resolution of the Issuer adopted on November 20, 2025 (the "Resolution"), by the City Council of the Issuer (the "City Council") providing for the issuance and sale of the Series 2026 Bonds, and (c) a General Indenture of Trust, dated as of [_____ 1, 2026] (the "General Indenture"), as supplemented by a First Supplemental Indenture of Trust, dated as of [_____ 1, 2026] (the "First Supplemental Indenture" and, together with the General Indenture, the "Indenture") between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The proceeds of the sale of the Series 2026 Bonds will be used for the purpose of (i) financing the construction of a new community swimming pool and all related improvements (collectively, the "Series 2026 Project") and (ii) paying costs of issuance with respect to the Series 2026 Bonds.

The Series 2026 Bonds are special obligations of the Issuer payable solely from and secured solely by the Revenues and to the extent provided in the Indenture. The Series 2026 Bonds are not general obligations of the Issuer, the State of Utah, or any other political subdivision, and the full faith and credit of the Issuer is not pledged to the payment of the Series 2026 Bonds.

3. Purchase of Bonds. The Underwriter intends to make a bona fide initial public offering of all Bonds. The Underwriter agrees to purchase all the Series 2026 Bonds at the offering prices (or yields) set forth in Exhibit A. Subsequent to the initial purchase, the Underwriter reserves the right to sell or transfer the Series 2026 Bonds to certain dealers and other investors at prices higher or lower than such initial purchase prices.

4. Issue Price.

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2026 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Issuer's municipal advisor, Zions Public Finance (the "Municipal Advisor"), and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit A attached hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2026 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) the Underwriter has sold all Series 2026 Bonds of that maturity or (ii) the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the Underwriter's reporting obligation after the Closing Date may be at

reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Series 2026 Bonds.

(c) The Underwriter confirms that it has offered the Series 2026 Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Series 2026 Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2026 Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise the Issuer promptly after the close of the fifth (5th) business day after the sale date whether it has sold 10% of that maturity of the Series 2026 Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Series 2026 Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Series 2026 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Series 2026 Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Series 2026 Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) The Issuer acknowledges that, in making the representations set forth in this Section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Series 2026 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Series 2026 Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Series 2026 Bonds.

(f) The Underwriter acknowledges that sales of any Series 2026 Bonds to any person that is a related party to an underwriter participating in the initial sale of the Series

2026 Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2026 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2026 Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Series 2026 Bonds to the public),

(iii) a purchaser of any of the Series 2026 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Purchase Agreement by all parties.

5. Compliance with Rule 15c2-12; Use of Documents. (a) A copy of the Preliminary Official Statement dated [_____, 2026] (the "Preliminary Official Statement"), of the Issuer relating to the Series 2026 Bonds has been provided to the Underwriter by the Issuer.

(b) The Preliminary Official Statement and the Official Statement have been prepared by the Issuer for use by the Underwriter in connection with the public offer, sale and distribution of the Series 2026 Bonds. The Issuer hereby represents and warrants that the Preliminary Official Statement was deemed "final" by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Series 2026 Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 (defined below).

(c) The Issuer hereby authorizes the Underwriter to use and distribute, in connection with any offer and sale of the Series 2026 Bonds: the Official Statement, the Indenture, the Resolution, and the Continuing Disclosure Undertaking (as hereinafter defined), and other documents or contracts to which the Issuer is a party in connection with the transactions contemplated by this Purchase Agreement, including this Purchase

Agreement and all information contained herein, and all other documents, certificates and statements furnished by the Issuer to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

6. The Closing. At 9:30 a.m., Utah time, on [_____, 2026] (the "Closing Date"), or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will cause to be executed and delivered (i) the Series 2026 Bonds in book-entry form through the facilities of The Depository Trust Company, or its agent, on behalf of the Underwriter and (ii) the closing documents hereinafter mentioned at the offices of Gilmore & Bell, P.C. ("Bond Counsel") in Salt Lake City, Utah, or another place to be mutually agreed upon by the Issuer and the Underwriter. The Underwriter will accept such delivery of the Series 2026 Bonds and pay the purchase price of such Series 2026 Bonds as set forth in Section 1 hereof in immediately available funds to the order of the Issuer. This payment for and delivery of the Series 2026 Bonds, together with the execution and delivery of the aforementioned documents, is herein called the "Closing."

7. Issuer Representations, Warranties and Covenants. The Issuer represents, warrants and covenants to the Underwriter that:

(a) Due Organization, Existence and Authority. The Issuer is a political subdivision of the State of Utah (the "State"), duly organized and validly existing under the laws of the State, with full right, power and authority to execute, deliver and perform its obligations under this Purchase Agreement, the Series 2026 Bonds, the Indenture, and the Continuing Disclosure Undertaking (collectively, the "Bond Documents"), and to carry out and consummate the transactions contemplated by the Bond Documents and the Official Statement.

(b) Resolution. The Issuer has and will have on the Closing Date the power and authority to adopt the Resolution, perform its obligations thereunder and collect the Revenues.

(c) Due Authorization and Approval. By all necessary official action of the Issuer, the Issuer has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations contained or described in the Official Statement, the Bond Documents, and the Resolution and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Bond Documents, and the Resolution will constitute the legally valid and binding obligations of the Issuer enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or similar laws or equitable principles relating to or affecting creditors' rights generally or by the exercise of judicial discretion in appropriate cases or by limitations on legal remedies against public agencies in the State.

(d) Official Statement Accurate and Complete. The Preliminary Official Statement as of its date and the date of this Purchase Agreement, and the Official Statement is, and at all times subsequent to the date of the Official Statement up to and including the

Closing will be, true and correct in all material respects, and the Official Statement contains, and up to and including the Closing, will contain no misstatement of any material fact and does not, and up to and including the Closing, will not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system).

(e) Underwriter's Consent to Amendments and Supplements to the Official Statement. The Issuer will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Issuer will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Series 2026 Bonds.

(f) Issuer Agreement to Amend or Supplement the Official Statement. If after the date of this Purchase Agreement and until 25 days after the end of the period described in paragraph (f)(2) of Section 240 15c2-12 in Chapter II of Title 17 of the Code of Federal Regulations ("Rule 15c2-12"), any event occurs as a result of which the Official Statement as then amended or supplemented would include an untrue statement of a material fact, or omit to state any material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, and, in the reasonable opinion of the Underwriter, an amended or supplemented Official Statement should be delivered in connection with the offers or sales of the Series 2026 Bonds to reflect such event, the Issuer promptly will prepare at its expense an amendment or supplement which will correct such statement or omission and the Issuer shall promptly furnish to the Underwriter a reasonable number of copies of such amendment or supplement. The Underwriter hereby agrees to deposit the Official Statement with the Municipal Securities Rulemaking Board (the "MSRB"). The Underwriter acknowledges that the end of the period described above will be the date of Closing unless the Underwriter otherwise notifies the Issuer.

If the Official Statement is supplemented or amended pursuant to the paragraph above, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto during the period up to and including the date of Closing the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

(g) No Material Change in Finances. The Issuer is not aware of the financial statements of or other financial information regarding the Issuer included in the Preliminary Official Statement and the Official Statement containing any untrue statement of a material fact or omitting to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading. Except as otherwise described in the Official Statement, there shall not

have been any material adverse changes in the financial condition of the Issuer since the end of the fiscal year of its most recent audited financial report.

(h) No Breach or Default. As of the time of acceptance hereof, (A) the Issuer is not in default, nor has it been in default, as to principal or interest with respect to an obligation issued by the Issuer, and (B) the Issuer is not and will not be, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, a default or event of default under any such instrument; and, as of such time, the authorization, execution and delivery of the Bond Documents, the adoption of the Resolution, and compliance with the provisions of each of such agreements or instruments do not and will not, in any manner which would materially adversely affect the transactions contemplated by the Bond Documents or the Resolution, conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Issuer (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Bond Documents.

(i) No Litigation. As of the time of acceptance hereof and as of the date of Closing, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, is pending or, to the best knowledge of the Issuer after due investigation, threatened (A) in any way questioning the corporate existence of the Issuer or the titles of the officers of the Issuer to their respective offices; (B) affecting, contesting or seeking to prohibit, restrain or enjoin the execution or delivery of any of the Series 2026 Bonds, or in any way contesting or affecting the validity of the Series 2026 Bonds or the Bond Documents or the Resolution or the consummation of the transactions contemplated thereby, or contesting the exclusion of the interest on the Series 2026 Bonds from gross income for federal income tax purposes or contesting the powers of the Issuer to enter into the Bond Documents or to adopt the Resolution; (C) which, except as described in the Official Statement, may result in any material adverse change to the financial condition of the Issuer; or (D) contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto or asserting that the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and

there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (A) through (D) of this sentence.

(j) No Prior Liens on Revenues. There are no bonds, notes or other obligations of the Issuer that are secured by a pledge of the Revenues that is prior to the pledge made in favor of the Series 2026 Bonds pursuant to the Indenture. Between the time of acceptance hereof and the Closing Date, the Issuer will not, without the prior written consent of the Underwriter, issue any revenue bonds or securities payable from the Revenues (as defined in the Indenture) other than the Series 2026 Bonds.

(k) Further Cooperation; Blue Sky. The Issuer will furnish such information, execute such instruments and take such other action in cooperation with the Underwriter as the Underwriter may reasonably request in order (A) to qualify the Series 2026 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriter may designate and (B) to determine the eligibility of the Series 2026 Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Series 2026 Bonds; provided, however, that the Issuer shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(l) Consents and Approvals. All authorizations, approvals, licenses, permits, consents and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required for the due authorization of, which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the Issuer of its obligations in connection with, the Bond Documents or the collection by the Issuer of the Revenues as contemplated in the Official Statement have been duly obtained or made, except as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Series 2026 Bonds.

(m) Deemed Representations. Any certificate signed by any official of the Issuer and delivered to the Underwriter shall be deemed to be a representation and warranty by the Issuer to the Underwriter as to the statements made therein.

(n) Delivery of Official Statement. As promptly as practicable after the execution of this Purchase Agreement, but in any event no later than the seventh business day after the date of this Purchase Agreement, the Issuer shall prepare and deliver to the Underwriter one copy, in "designated electronic format" (as defined in MSRB Rule G-32), of the Official Statement of the Issuer relating to the Bonds, such Official Statement to be in substantially the same form as the Preliminary Official Statement, with only such changes as shall be necessary to reflect the terms of the Series 2026 Bonds or to conform to the provisions of the Bond Documents or as may be approved by the Underwriter (said document, including its cover page and Appendices, is herein called the "Official Statement").

(o) Continuing Disclosure. Except as described in the Official Statement, during the past five years, the Issuer has not failed to comply in any material respect with any continuing disclosure undertaking previously entered into by the Issuer pursuant to Rule 15c2-12 of the Securities and Exchange Commission. The Issuer will undertake, pursuant to a continuing disclosure undertaking (the "Continuing Disclosure Undertaking"), to provide annual reports and notices of certain events in accordance with the requirements of Rule 15c2-12. A form of the Continuing Disclosure Undertaking is set forth in Appendix D to the Official Statement.

8. Closing Conditions. The Underwriter has entered into this Purchase Agreement in reliance upon the representations, warranties and covenants herein and the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject to the following additional conditions:

(a) Bring-Down Representation. The representations, warranties and covenants of the Issuer contained herein, shall be true, complete and correct at the date hereof and at the time of the Closing, as if made on the date of the Closing.

(i) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the Bond Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except with the written consent of the Underwriter, (ii) the Resolution and any other resolutions or ordinances as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated by the Official Statement and the Bond Documents shall be in full force and effect, (iii) the Issuer shall perform or have performed its obligations required or specified in the Bond Documents and the Resolution to be performed at or prior to Closing, (iv) the Official Statement shall not have been supplemented or amended, except pursuant to Paragraphs 7(e)and 7(f) hereof or as otherwise may have been agreed to in writing by the Underwriter.

(ii) No Default. At the time of the Closing, no default, or any event that with the passage of time would be reasonably likely to result in default, shall have occurred or be existing under the Resolution, the Bond Documents, or any other agreement or document pursuant to which any of the Issuer's financial obligations were issued and the Issuer shall not be in default in the payment of principal or interest on any of its financial obligations which default would materially adversely impact the ability of the Issuer to collect the Revenues.

(b) Termination Events. The Underwriter shall have the right to terminate this Purchase Agreement, without liability therefor, by written notification to the Issuer if at any time at or prior to the Closing:

(i) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading

in any material respect and, in either such event, the Issuer refuses to permit the Official Statement to be supplemented to supply such statement or information or the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market for the Series 2026 Bonds; or

(ii) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State, either House of the Congress, or recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the taxation of interest received on obligations of the general character of the Series 2026 Bonds which, in the opinion of the Underwriter, materially adversely affects the market for the Series 2026 Bonds; or

(iii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Series 2026 Bonds is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(iv) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Series 2026 Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering, or sale of obligations of the general character of the Series 2026

Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(v) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war or other calamity or crisis, or the escalation thereof, the effect of which on financial markets is such as to make it, in the reasonable judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2026 Bonds as contemplated in the Official Statement; or

(vi) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Series 2026 Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of underwriters or broker-dealers such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2026 Bonds as contemplated in the Official Statement; or

(vii) a general banking moratorium shall have been declared by federal or New York or State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred such as to make it, in the judgment of the Underwriter, impractical or inadvisable to proceed with the reselling of the Series 2026 Bonds as contemplated in the Official Statement; or

(viii) a downgrading or suspension of any rating (without regard to credit enhancement) by [Moody's Investors Service ("Moody's"), [S&P Global Ratings ("S&P")], or [Fitch Ratings ("Fitch")] of any debt securities issued by the Issuer, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by [Moody's, S&P or Fitch] of any debt securities issued by the Issuer, including the Series 2026 Bonds or the Outstanding Parity Bonds;

(ix) the commencement of any action, suit or proceeding described in Paragraph 7(i) hereof which, in the reasonable judgment of the Underwriter, materially adversely affects the market for the Series 2026 Bonds; or

(x) there shall have occurred any change in the affairs or financial condition of the Issuer materially adverse to the Series 2026 Bonds.

(c) Closing Documents. At or prior to the Closing, the Underwriter shall receive with respect to the Series 2026 Bonds the following documents:

(i) Bond Opinion. An approving opinion of Gilmore & Bell, P.C., Bond Counsel, dated the date of the Closing and substantially in the form included as Appendix E to the Official Statement, together with a letter from such counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that the foregoing opinion addressed to the Issuer may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(ii) Disclosure Counsel Opinion. An opinion and letter of Gilmore & Bell, P.C., as Disclosure Counsel to the Issuer, addressed to the Underwriter, in form and substance acceptable to the Underwriter, and dated the date of the Closing substantially to the following effect:

(A) This Purchase Agreement has been duly authorized, executed and delivered by the Issuer and, assuming due authorization, execution and delivery by the other parties thereto is a valid and binding agreement of the Issuer enforceable in accordance with its terms, except that the rights and obligations under the Purchase Agreement are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State;

(B) The Series 2026 Bonds are exempt securities that do not require registration under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended;

(C) The statements contained in the Official Statement on the cover page and under the captions "THE SERIES 2026 BONDS" (except under the caption "Book-Entry Only System"), "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Flow of Funds," "—Additional Bonds," and "TAX MATTERS" and in Appendices [C] and [E] thereto, insofar as such statements purport to summarize certain provisions of the Series 2026 Bonds, the Indenture, and Bond Counsel's opinions concerning certain tax matters relating to the Series 2026 Bonds, present a fair and accurate summary of such provisions; and

(D) Because the primary purpose of such counsel's professional engagement was not to establish factual matters and because of the wholly or partially non-legal character of many determinations involved in the preparation of the Official Statement, such counsel is not passing upon and does not assume any responsibility for the accuracy, completeness or fairness of any of the statements contained in the Official Statement other than those set forth in the immediately preceding paragraph above and

makes no representation that it has independently verified the accuracy, completeness or fairness of any such statements. However, in such counsel's capacity as bond counsel, it met in conferences with representatives of and counsel for the Issuer, the Municipal Advisor, the Underwriter, and others, during which conferences the contents of the Official Statement and related matters were discussed. Based on such counsel's participation in the above-mentioned conferences, and in reliance thereon and on the documents, certificates and opinions herein mentioned, such counsel advises that no information came to the attention of the attorneys of such firm rendering legal services in such connection, which caused them to believe that the Preliminary Official Statement as of its date and as of the date of pricing, or the Official Statement as of its date and as of the date of the opinion, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (except that no opinion or belief is expressed as to (i) the financial statements, numerical, financial, economic, demographic and statistical data, forecasts, charts, estimates, projections, assumptions or expressions of opinion; (ii) any information about book-entry and The Depository Trust Company; and (iii) information contained under the caption entitled ["SECURITY AND SOURCES OF PAYMENT FOR THE BONDS—Pledged Sales and Use Taxes,"] ["—Historical Sales Tax Revenues,"] ["—The Largest Sales Taxpayers in the City,"] and ["—Debt Service Coverage," "DEBT SERVICE SCHEDULE,"] or under the sections entitled, ["HURRICANE CITY," "FINANCIAL INFORMATION REGARDING HURRICANE CITY," and "LITIGATION,"] and Appendices [A], [B], and [F] to the Official Statement);

(iii) Opinion of Counsel to the Issuer. An opinion of the City Attorney for the Issuer, dated the Closing Date, addressed to the Underwriter, the Issuer, the Trustee and to Bond Counsel, in substantially the form set forth in Exhibit B hereto;

(iv) Issuer Certificate. A certificate of the Issuer, dated the date of the Closing, signed on behalf of the Issuer by a duly authorized officer of the Issuer to the effect that:

(A) The representations, warranties and covenants of the Issuer contained in the Purchase Agreement are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing and the Issuer has complied with all of the terms and conditions of the Purchase Agreement required to be complied with by the Issuer at or prior to the date of the Closing;

(B) No event affecting the Issuer has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the

Official Statement in order to make the statements in the Official Statement, in the light of the circumstances under which they were made, not misleading (except no representation is made with respect to information relating to DTC or DTC's book-entry system); and

(C) No event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute an event of default under the Bond Documents;

(v) Trustee's Certificate. A certificate, dated the date of Closing, signed by a duly authorized official of the Trustee satisfactory in form and substance to the Underwriter, to the effect that:

(A) The Trustee is duly organized and existing as a national banking association under the laws of the United States of America, having the full corporate power and authority to enter into and perform its duties under the Indenture;

(B) The Trustee is duly authorized to enter into the Indenture and has duly executed and delivered the Indenture, and assuming due authorization and execution by the other parties thereto, the Indenture is legal, valid and binding upon the Trustee, and enforceable against the Trustee in accordance with its terms;

(C) The Trustee has duly authenticated the Series 2026 Bonds under the Indenture and delivered the Series 2026 Bonds to or upon the order of the Underwriter; and

(D) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the banking or trust powers of the Trustee that has not been obtained is or will be required for the execution and delivery of the Series 2026 Bonds or the consummation by the Trustee of its obligations under the Indenture;

(vi) Transcript. A copy of the transcript of all proceedings relating to the authorization, execution and delivery of the Series 2026 Bonds;

(vii) Official Statement. The Official Statement and each supplement or amendment, if any, thereto;

(viii) Documents. An original executed copy of each of the Bond Documents;

(ix) Resolution. A certified copy of the Resolution;

(x) IRS Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared for filing;

(xi) Tax Certificate. A tax certificate in form satisfactory to Bond Counsel;

(xii) Rating. Evidence from [S&P and Fitch] that the Series 2026 Bonds have been assigned ratings of ["_____"] and ["_____,"] respectively;

(xiii) Continuing Disclosure Undertaking. An executed copy of the Continuing Disclosure Undertaking; and

(xiv) Additional Documents. Such additional certificates, instruments and other documents as the Underwriter may reasonably deem necessary.

If the Issuer shall be unable to satisfy the conditions contained in this Purchase Agreement, or if the obligations of the Underwriter shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder, except as further set forth in Section 9 hereof.

9. Expenses. The Underwriter shall be under no obligation to pay and the Issuer shall pay or cause to be paid the expenses incident to the performance of the obligations of the Issuer hereunder including but not limited to (a) the fees and disbursements of any counsel, municipal advisors, accountants or other experts or consultants retained by the Issuer; (b) the fees and disbursements of Bond Counsel and disclosure counsel; (c) the fees of the rating agencies; (d) costs associated with the Official Statement and the Preliminary Official Statement; (e) Trustee fees; and (f) the fees of counsel to the Underwriter.

The Underwriter shall pay and the Issuer shall be under no obligation to pay all expenses incurred by it in connection with the initial purchase of the Series 2026 Bonds, including any costs or expenses related to CUSIP Service Bureau fees. The Issuer acknowledges that a portion of the Underwriter's underwriting discount is intended to reimburse the Underwriter for any incidental expenses (including, but not limited to, transportation, lodging and meals of Issuer and Underwriter personnel) incurred by the Underwriter (on behalf of Underwriter personnel and Issuer personnel and advisors, as applicable) in connection with the execution of the transaction contemplated by this Purchase Agreement.

The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Series 2026 Bonds.

10. Notice. Any notice or other communication to be given to the Issuer under this Purchase Agreement may be given by delivering the same in writing to its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to:

[UNDERWRITER/PURCHASER].
[ADDRESS]
Attention: [_____] [Title]

11. Entire Agreement. This Purchase Agreement, when accepted by the Issuer, shall constitute the entire agreement among the Issuer and the Underwriter with respect to the subject matter hereof and is made solely for the benefit of the Issuer and the Underwriter (including the successors of the Underwriter). No other person shall acquire or have any right hereunder by virtue hereof, except as provided herein. All of the representations, warranties and agreements of the Issuer in this Purchase Agreement shall remain operative and in full force and effect except as otherwise provided herein, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Series 2026 Bonds.

12. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2026 Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, advisor or fiduciary of the Issuer, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters) and the Underwriter has no obligation to the Issuer with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, (iv) the Issuer has consulted its own legal, financial and other advisors to the extent deemed appropriate, and (v) the Issuer received from the Underwriter its letter dated [_____] 2026, addressed to the Issuer concerning the Underwriter's disclosure obligations relating to the Series 2026 Bonds under MSRB Rule G-17 and the Issuer acknowledged receipt of such letter.

13. Representations, Covenants, and Agreements of the Underwriter. The Underwriter represents and warrants that it is not currently engaged in a boycott of the State of Israel or an economic boycott of a boycotted company, as such terms are defined in the immediately succeeding two sentences. As currently defined in Section 63G-27-102(5) of the Utah Code, "economic boycott" means an action targeting a "boycotted company" with the intention of penalizing or inflicting economic harm to such company. Furthermore, as currently defined in Section 63G-27-102(3) of the Utah Code "boycotted company" means a company that (1) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture, (2) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms, (3) does not meet or commit to meet environmental standards, including standards for eliminating, reducing, offsetting, or disclosing greenhouse gas-emissions, beyond applicable state and federal law requirements or (4) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures. The Underwriter covenants and agrees not to engage in a boycott of the State of Israel or an economic boycott of a boycotted company for the duration of any contractual arrangement with the Issuer, including this Purchase Agreement.

14. Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

15. Electronic Signature. Each party hereto acknowledges and agrees that it may execute this Purchase Agreement, and any variation or amendment hereto, using Electronic Signatures, as hereinafter defined. Such Electronic Signatures are intended to authenticate this writing and to have the same force and effect as handwritten signatures.

"Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the Utah Uniform Electronic Transaction Act, or any other similar state laws based on the Uniform Electronic Transactions Act, as amended from time to time.

16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

17. STATE LAW GOVERNS. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF UTAH.

18. No Assignment. The rights and obligations created by this Purchase Agreement shall not be subject to assignment by the Underwriter or the Issuer without the prior written consent of the other party hereto.

[UNDERWRITER/PURCHASER].

_____
[Title]

Accepted as of the date
first stated above

at _____ p.m. MDT

HURRICANE CITY, UTAH

By_____
Mayor

ATTEST AND COUNTERSIGN:

By_____
City Recorder

EXHIBIT A

Hurricane City, Utah

$[PAR]
Sales Tax Revenue Bonds, Series 2026

Maturity Date ([_____])	Principal Amount	Interest Rate	Price	Yield	Pricing Rule

_____

c Yield to optional call on _____, 20__.
[* General rule maturities]
[(Note: There were no undersold maturities.)]

EXHIBIT B

UNDERWRITER'S RECEIPT FOR BONDS AND CLOSING CERTIFICATE

$[PAR]
HURRICANE CITY, UTAH
SALES TAX REVENUE BONDS, SERIES 2026

The undersigned, on behalf of [UNDERWRITER/PURCHASER]. (the "Underwriter"), as the original purchaser of the above-described bonds (the "Bonds"), being issued on the date of this Certificate by Hurricane City, Utah (the "Issuer"), certifies and represents as follows:

1. Receipt of the Bonds. The Underwriter hereby acknowledges receipt of the Bonds pursuant to the Bond Purchase Agreement (the "Purchase Agreement") by and between the Issuer and the Underwriter dated [_____] 2026 (the "Sale Date"). The Bonds are issued as fully registered bonds, and are dated, mature on the dates, bear interest at the rates per annum, and are numbered as set forth in the Indenture (as defined in the Purchase Agreement.)

2. Issue Price.

(a) For purposes of this Certificate the following definitions apply:

"Effective Time" means the time on the Sale Date that the Purchase Agreement to purchase the Bonds became enforceable.

"Holding Period" means with respect to each Undersold Maturity the period beginning on the Sale Date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the Sale Date; or

(2) the date and time at which the Underwriter has sold at least 10% of that Undersold Maturity of the Bonds to the Public at one or more prices that are no higher than the Initial Offering Price.

"Initial Offering Price" means the price listed on Schedule A for each Maturity.

"Maturity" means Bonds with the same credit and payment terms; Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

"Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriting Firm or a related party to an Underwriting Firm. An Underwriting Firm and a person are related if it and the person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of

the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other.

"Sale Date" means the date of execution of the Purchase Agreement.

"Undersold Maturity" or "Undersold Maturities" means any Maturity for which less than 10% of the principal amount of Bonds of that Maturity were sold as of the Effective Time.

"Underwriting Firm" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) of this definition to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the Public).

(b) The Underwriter represents as follows:

1. Attached as Attachment 1 is a copy of the pricing wire or similar communication used to communicate the Initial Offering Price of each Maturity to the Public.

2. As of the Effective Time all the Bonds were the subject of an initial offering to the Public.

3. As of the Effective Time none of the Bonds were sold to any person at a price higher than the Initial Offering Price for that Maturity.

4. For any Undersold Maturity, during the Holding Period each Underwriting Firm did not offer nor sell Bonds of the Undersold Maturity to the Public at a price that is higher than the respective Initial Offering Price for that Undersold Maturity.

5. Any separate agreement among any Underwriting Firm related to the sale of an Undersold Maturity during the Holding Period contained the agreement referenced in 4 above.

[UNDERWRITER/PURCHASER].

By: _____

Its: _____

SCHEDULE A – [*same as in Bond Purchase Agreement*]

ATTACHMENT 1 -- Initial Offering Price Documentation
[Attach Pricing Wire or Other Offering Price Documentation]

EXHIBIT C

FORM OF OPINION OF ISSUER'S COUNSEL

[_____, 2026]

[UNDERWRITER/PURCHASER].
[Street Address]
[City, State, Zip]

Zions Bancorporation, National Association
One South Main Street, 12th Floor
Salt Lake City, Utah 84133

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah

Re: Hurricane City, Utah $[PAR] Sales Tax Revenue Bonds, Series 2026

This opinion is being rendered in connection with the issuance by Hurricane City, Utah (the "Issuer") of its $[PAR] Sales Tax Revenue Bonds, Series 2026 (the "Series 2026 Bonds") pursuant to a resolution of the Issuer adopted on November 20, 2025 (the "Resolution"), and a General Indenture of Trust dated as of [_____ 1, 2026], as supplemented by a First Supplemental Indenture of Trust dated as of [_____ 1, 2026] (collectively, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee (the "Trustee"). The Series 2026 Bonds are being issued to (a) finance the construction of a new community swimming pool and all related improvements, and (b) pay the costs associated with the issuance of the Series 2026 Bonds.

All defined terms in this opinion shall have the meanings, respectively, as given them in the Indenture, unless expressly given a different meaning in this opinion or unless the context clearly otherwise requires.

I am the duly appointed City Attorney for Hurricane City, Utah, and am of the opinion that:

1. The Issuer is a political subdivision, municipal corporation and body politic duly organized and validly existing under the constitution and laws of the State of Utah, with full governmental powers to execute, deliver and perform its obligations under the Indenture, the Bond Purchase Agreement dated [_____] 2026, entered into by and between the Issuer and [UNDERWRITER/PURCHASER]. (the "Purchase Agreement"), and the Continuing Disclosure Undertaking between the Issuer and the Trustee dated as of [_____, 2026] (the "Continuing Disclosure Undertaking"). The Series 2026 Bonds, the Indenture, the Continuing Disclosure Undertaking and the Bond Purchase Agreement being sometimes collectively referred to herein as the "Bond Documents."

2. The Resolution has been duly adopted by the Issuer at public meetings of the City Council (at which a quorum was present and acting throughout), which was convened pursuant to a public notice thereof given in accordance with the requirements of Utah law, has been duly filed

and recorded in the official records and minutes of the Issuer, and remains in full force and effect without change, modification, amendment or rescission as of the date hereof.

3. The Bond Documents have been duly authorized, executed, adopted and delivered by the Issuer and constitute legal and valid obligations of the Issuer enforceable against the Issuer in accordance with their respective terms except that the rights and obligations under the Bond Documents are subject to bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights, to the application of equitable principles if equitable remedies are sought, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against public agencies in the State of Utah; and the Issuer has full right, power and authority to carry out and consummate all transactions contemplated by the Bond Documents as of the date hereof.

4. The Issuer has taken all action necessary to authorize the execution, delivery, receipt and due performance of such agreements and documents that may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to and consummate the transactions contemplated by the Bond Documents.

5. No additional or further approvals, consents or authorizations of the Issuer are required in connection with the participation by the Issuer in the transactions contemplated by the Bond Documents.

6. The City Council and certain other officers of the Issuer are as set forth in the General Certificate delivered at closing for the Series 2026 Bonds and each of the listed Councilmembers and elected officers has been duly elected and is qualified to hold said position and each of the officers of the Issuer has been duly appointed and is qualified to hold said position.

7. Other than as described in the Indenture, the Issuer does not currently have outstanding any indebtedness or other obligations secured by a lien on the Revenues pledged under the Indenture.

8. The execution and delivery of the Bond Documents do not violate the Constitution or laws of the State of Utah, or any applicable law, rule, order, regulations, licenses or permits of any state or federal government authority or agency to which the Issuer or any of its property is subject or bound, or any court order by which the Issuer or any of its property is or may be bound, and such action does not constitute a material breach of or default under any agreement, indenture, mortgage, lease, note or other obligation or instrument to which the Issuer is a party or is bound; and as of the date hereof, no approval or other action by any state governmental authority or agency is required in connection therewith, except such approvals or actions which have heretofore been obtained or taken.

9. The Issuer has duly approved the Preliminary Official Statement dated as of [_____, 2026] (the "Preliminary Official Statement") and the Official Statement dated as of [_____] 2026 (the "Official Statement"), and authorized their use in connection with the offer and sale of the Series 2026 Bonds, and no facts have come to my attention that would lead me to believe that the Preliminary Official Statement, as of its date and as of the date of the Purchase Agreement, and the Official Statement, as of its date and as of the date hereof, contained

or contains an untrue statement of material fact, or omitted or omits to state a material fact, in order to make the statements and information contained therein relating to the Issuer in any material respect not misleading.

10. To the best of my knowledge, there are no legal or governmental proceedings (including any action, suit, proceeding, inquiry or litigation or investigation at law or in equity before or by any court, public board or body, or any governmental or administrative authority or agency) pending, threatened or contemplated (or any basis therefor):

(a) wherein an unfavorable decision, ruling or finding might materially adversely affect the financial condition or operations of the Issuer, or transactions contemplated by the Bond Documents;

(b) challenging in any way the titles of the members of the City Council or the officials of the Issuer or their rights to their respective offices;

(c) seeking to restrain or enjoin the issuance, sale or delivery of the Series 2026 Bonds or the execution, delivery and performance of the Bond Documents or the source of payment for the Series 2026 Bonds or the imposition, levy or collection of the taxes included in the Revenues;

(d) directly or indirectly contesting or affecting the authority for or the validity of the Bond Documents or the imposition, levy or collection of the taxes included in the Revenues or moneys to pay the Series 2026 Bonds or the application of the proceeds of the Series 2026 Bonds or any of the transactions referred to in the Bond Documents or contemplated thereby or contesting the authority of the Issuer to enter into or perform its obligations under any of the Bond Documents, or under which a determination adverse to the Issuer would have a material adverse effect upon the financial condition or the revenues of the Issuer, or which, in any manner, questions or affects the right or ability of the Issuer to enter into the Bond Documents or affects in any manner the right or ability of the Issuer to impose, levy and collect the taxes included in the Revenues; or

(e) contesting the creation, organization, existence or powers of the Issuer or its authority to adopt the Resolution, to issue the Series 2026 Bonds and to execute and deliver the Bond Documents or which would have a material adverse effect on the boundaries of the Issuer.

11. No action, suit, or proceeding is now pending and, to my knowledge, no inquiry, investigation, or litigation of any nature is threatened, that, in either case, questions or in any manner challenges compliance by the Issuer with the Utah Open and Public Meetings Act, Title 52, Chapter 4, Utah Code Annotated 1953, as amended.

Very truly yours,

[City Attorney]

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Updating Building Permit Valuation and Building Permit Fee tables.

Discussion: The Building Permit Valuation table has not been updated since 2005 and the Building Permit Fee Table has not been updated since 1997. The pace of construction and the cost of construction have outpaced what valuation and fees the city has been assessing for construction projects. We are trying to get our valuation in line with the industry standard for construction cost.

Findings: The City's Valuation of Building Construction and the permit fees have not kept up with the actual cost of construction and the Industry Standards. The permit fees are what is used to fund the Building Department and the other City Departments that are involved with the construction requirements to make sure all construction meets the City standards along with all adopted codes and Ordinances.

Recommendation: We are recommending that we update the Building Permit Valuation Table to the 2024 table at 100% and the 2021 Building Permit Fee Table to the 2021 table at 100%. – Larry Palmer

See the attached chart for the existing fees versus the fees if they had been adopted with the new code every 3 years.

Also on the chart is a list of construction projects throughout the city, it includes single family homes and town homes.

Resolution 2025-39

A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH, UPDATING BUILDING PERMIT FEE CALCULATIONS

WHEREAS Section 10-7-3(F) of the Hurricane City Code authorizes the City Council of Hurricane, Utah to set rates for Building Permits, and;

WHEREAS the City Council of Hurricane, Utah desires to set fees sufficient to provide for actual expenses incurred by Hurricane City, and**;**

WHEREAS the International Building Code provides a method for calculating building permit fees based on a schedule setting the values of new construction;

THEREFORE BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the following method is adopted to calculate building permit fees within Hurricane City:

Building permit fees shall be calculated using the Permit Fee Schedule as published in Table AL101.1 of the 2021 International Residential Code attached hereto as Exhibit A and based on 100% of the Square Footage Construction Costs as published in the valuation chart in the 2024 International Building Code attached hereto as Exhibit B. Upon the publication of an updated Permit Fee Schedule or updated Square Footage Construction Cost chart within the International Residential Code or the International Building Code, the City shall automatically update its method of calculating its building permit fees accordingly.

This resolution shall become effective on December 1, 2025.

DATED this 20th day of November, 2025.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of November 2025. Whereupon a motion

to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag

Resolution 2025-39

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WHEREAS the International Building Code provides a method for calculating building permit fees based on a schedule setting the values of new construction;

THEREFORE BE IT HEREBY RESOLVED by the City Council of Hurricane, Utah that the following method is adopted to calculate building permit fees within Hurricane City:

Building permit fees shall be calculated using the Permit Fee Schedule as published in Table AL101.1 of the 2021 International Residential Code attached hereto as Exhibit A and based on 100% of the Square Footage Construction Costs as published in the valuation chart in the 2024 International Building Code attached hereto as Exhibit B.

This resolution shall become effective on December 1, 2025.

DATED this 20th day of November, 2025.

_____
Nanette Billings, Mayor

Attest:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Hurricane City Council held at the Hurricane City Office Building on the 20th day of November 2025. Whereupon a motion to adopt and approve said Resolution was made by _____ and

seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag

EXHIBIT A

APPENDIX AL
PERMIT FEES

The provisions contained in this appendix are not mandatory unless specifically referenced in the adopting ordinance.

User note:

About this appendix: *Appendix AL is intended to provide guidance to building departments in their efforts to set fees for building permits. This appendix provides examples that may be used as a reference when setting fee schedules and are not intended to be literally applied.*

SECTION AL101
GENERAL

AL101.1 Permit fee schedule. *Permit* fees shall be in accordance with Table AL101.1.

2021

TABLE AL101.1
PERMIT FEE SCHEDULE

TOTAL VALUATION	FEE
$1 to $500	$24
$501 to $2,000	$24 for the first $500; plus $3 for each additional $100 or fraction thereof, up to and including $2,000
$2,001 to $40,000	$69 for the first $2,000; plus $11 for each additional $1,000 or fraction thereof, up to and including $40,000
$40,001 to $100,000	$487 for the first $40,000; plus $9 for each additional $1,000 or fraction thereof, up to and including $100,000
$100,000 to $500,000	$1,027 for the first $100,000; plus $7 for each additional $1,000 or fraction thereof, up to and including $500,000
$500,001 to $1,000,000	$3,827 for the first $500,000; plus $5 for each additional $1,000 or fraction thereof, up to and including $1,000,000
$1,000,001 to $5,000,000	$6,327 for the first $1,000,000; plus $3 for each additional $1,000 or fraction thereof, up to and including $5,000,000
$5,000,001 and over	$18,327 for the first $5,000,000; plus $1 for each additional $1,000 or fraction thereof

EXHIBIT B

Square Foot Construction Costs [a, b, c]

Group (2024 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	330.56	318.80	309.39	297.20	277.71	269.67	287.04	258.79	248.89
A-1 Assembly, theaters, without stage	303.49	291.73	282.32	270.13	250.88	242.84	259.97	231.96	222.06
A-2 Assembly, nightclubs	272.51	264.43	256.91	248.19	232.76	226.12	239.28	211.57	204.72
A-2 Assembly, restaurants, bars, banquet halls	271.51	263.43	254.91	247.19	230.76	225.12	238.28	209.57	203.72
A-3 Assembly, churches	308.01	296.25	286.84	274.65	255.52	247.48	264.49	236.60	226.71
A-3 Assembly, general, community halls, libraries, museums	258.66	246.90	236.50	225.30	205.06	198.01	215.15	186.13	177.24
A-4 Assembly, arenas	302.49	290.73	280.32	269.13	248.88	241.84	258.97	229.96	221.06
B Business	289.51	279.23	269.21	257.82	235.42	227.07	247.91	210.39	200.78
E Educational	276.33	266.73	258.30	247.60	231.08	219.28	239.09	202.46	195.97
F-1 Factory and industrial, moderate hazard	160.20	152.78	143.34	138.64	123.55	117.41	132.48	102.44	95.93
F-2 Factory and industrial, low hazard	159.20	151.78	143.34	137.64	123.55	116.41	131.48	102.44	94.93
H-1 High Hazard, explosives	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	N.P.
H234 High Hazard	149.46	142.04	133.60	127.90	114.12	106.97	121.74	93.00	85.50
H-5 HPM	289.51	279.23	269.21	257.82	235.42	227.07	247.91	210.39	200.78
I-1 Institutional, supervised environment	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
I-2 Institutional, hospitals	455.16	444.88	434.86	423.47	399.17	N.P.	413.57	374.14	N.P.
I-2 Institutional, nursing homes	315.97	303.75	293.73	282.34	261.43	N.P.	272.44	236.40	N.P.
I-3 Institutional, restrained	338.01	327.73	317.71	306.32	285.40	276.05	296.41	260.38	248.77
I-4 Institutional, day care facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
M Mercantile	203.29	195.21	186.69	178.98	163.28	157.64	170.06	142.09	136.24
R-1 Residential, hotels	264.67	255.41	246.77	238.13	218.35	212.40	238.17	196.75	190.67
R-2 Residential, multiple family	221.32	212.06	203.42	194.78	175.96	170.01	194.82	154.36	148.28
R-3 Residential, one- and two-family [d]	209.61	203.74	198.94	195.12	188.41	181.45	191.77	175.86	165.67
R-4 Residential, care/assisted living facilities	262.22	252.95	244.31	235.67	215.42	209.47	235.71	193.82	187.73
S-1 Storage, moderate hazard	148.46	141.04	131.60	126.90	112.12	105.97	120.74	91.00	84.50
S-2 Storage, low hazard	147.46	140.04	131.60	125.90	112.12	104.97	119.74	91.00	83.50
U Utility, miscellaneous	114.09	107.37	99.89	95.60	85.13	79.54	90.99	67.39	64.19

a. Private Garages use Utility, miscellaneous
b. For shell only buildings deduct 20 percent
c. N.P. = not permitted
d. Unfinished basements (Group R-3) = $31.50 per sq. ft.

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a purchase agreement between Hurricane City and G&R Development LLC.

Discussion: Hurricane City recently constructed the 2800 West approach to 600 North across a portion of G&R Development's property by virtue of a right-of-occupancy easement that contemplated a property land swap with the City for abandoned road property- a portion of the 2770 West alignment that was dedicated to the City in the 1980's. The arrangement has been complicated by the City's need to run a power transmission line through the property. The property owner and City Staff have worked together to arrive at the purchase agreement that is before the Council. Here is a summary:

- G&R Development will deed the property currently occupied by 2800 West, as constructed.
- Hurricane City will deed the previously abandoned 2770 West property to G&R Development.
- G&R Development will grant an expanded utility easement to the City to accommodate the proposed transmission line.
- G&R Development will pay $169,361.24 toward the cost of the transmission line construction.
- Hurricane City will reimburse G&R Development $118,161.24 in power impact fee vouchers to be used on their Sky View development project along 600 North.

Findings: After multiple meetings between Staff and G&R Development the agreement before the Council has been drafted to fulfill the needs of the parties**.**

Recommendation: The agreement is recommended by staff for approval. – Arthur LeBaron

REAL ESTATE, EASEMENT, AND REIMBURSEMENT AGREEMENT FOR 2800 WEST ALIGNMENT

This Real Estate and Easement Agreement for 2800 West Alignment ("Agreement") is entered into on the ___ day of _____, 2025, by and between Hurricane City, a Utah municipal corporation ("City") and G&R Development LLC, a Utah Limited Liability Company ("G&R") (the City and G&R are referred to collectively as the "Parties").

RECITALS

A. The City previously accepted a Roadway Dedication Plat for the planned roadway presently designated as 2800 West Street, which Roadway Dedication Plat was recorded with the Washington County Recorder on October 30, 1986, as Document No. 00303957.
B. On October 20, 2022, the Hurricane City Council approved Resolution 2022-49, A RESOLUTION OF THE CITY COUNCIL OF HURRICANE, UTAH APPROVING A LAND EXCHANGE IN CONJUNCTION WITH A PARTIAL ABANDONMENT OF A PUBLIC RIGHT-OF-WAY TO ALLOW FOR A REALIGNMENT OF THE PLANNED 2800 WEST STREET (the "Resolution").
C. The Resolution approved the abandonment of a portion of 2800 West to the adjoining landowners on the condition that the adjoining landowners dedicate property for an adjusted roadway alignment acceptable to the City and that the City would retain an existing public utility easement for a future transmission line for Hurricane City Power.
D. In furtherance of the adjusted roadway alignment, the City and predecessors in interest to G&R entered into a Right of Entry and Occupancy Agreement, which was recorded with the Washington County Recorder on December 29, 2021 as Document Numbers 20210081732 and 20210081733, and the roadway improvements have already been constructed in accordance with that agreement.
E. G&R has requested that the City adjust the alignment of the transmission line through the property. To accomplish and finance the realignment, G&R will front the $169,361.24 cost to construct the line in the adjusted alignment; the City will provide power impact fee credits in the amount of $118,161.24, which is the cost to construct the line in the original alignment; and the City will remove the existing power poles and power lines within one (1) year after the new power line construction in the new alignment is completed.

NOW, THEREFORE, the City and G&R AGREE as follows:

1. Recitals. The Recitals above are incorporated into this Agreement as if set forth herein.
2. Property Exchange.
    a. The City will execute and record the Warranty Deed attached as **Exhibit A** conveying to G&R the property to be abandoned to G&R.
    b. G&R will execute and deliver for recording the Deed of Dedication attached as **Exhibit B** conveying to the City the property for the adjusted alignment of 2800 West.
3. Easement. G&R will execute and deliver for recording the Power Easement attached as **Exhibit C** reserving a power line easement to the City.

4. Payment for Power Line Construction Costs. In consideration of the costs associated with the placement of the new transmission power line in the location requested by G&R, G&R will pay the City $169,361.24 on or before December 31, 2025.
5. Power Impact Fee Reimbursement Credits. G&R shall be partially reimbursed for is payment through the issuance of Power Impact Fee Vouchers ("Vouchers") in the following manner:
    a. The City shall issue to G&R twenty eight (**28**) Vouchers for use for building permits on lots within the property presently identified by the Washington County Assessor's Office as Parcel Numbers H-3-1-31-11061, H-3-1-31-1114, and H-3-1-31-1117 (the "Property")
    b. Each Voucher shall be redeemable to offset Four Thousand ($4,000) dollars of the applicable Power Impact Fee.
    c. Multiple Vouchers may be used for one Power Impact Fee on a lot, but partial credit from one Voucher may not be carried over to a different lot. As an example, if the Power Impact Fee for building permit is $4,100, then one Voucher may be used to offset $4,000 and the building permit applicant will pay the remaining $100. If the Power Impact Fee for a building permit is $8,200, then two Vouchers may be used to offset $8,000 and the applicant will pay the remaining $200.
    d. Maximum reimbursement under this Agreement shall be $118,161.24.
    e. No interest shall be paid on any amount due under the terms of this Agreement.
    f. The City's reimbursement obligations under this Agreement shall expire ten (10) years from the date of signature, regardless of the total amount of reimbursement by the City to R&G.
    g. R&G's right to use Vouchers to offset Power Impact Fee costs within the Property may be assigned to third parties by transferring title of the Vouchers to the third-parties. The City is entitled to rely upon the presentation of an original Voucher as evidence that a legitimate assignment has occurred, and the Parties agree that the City may accept an apparent original Voucher at face value.
6. Removal of Existing Power Infrastructure. Within one (1) year after completion of the installation of the new transmission power line within the easement being granted as described at Exhibit C, the City will remove all poles and lines not being utilized from G&R's parcel number H-3-1-31-11061.
7. Closing. The Parties will prepare and submit to the Washington County Recorder for recording the documents necessary to accomplish the purposes of this Agreement on or before December 31, 2025.
8. Mutual Cooperation, Concurrent Recording, and Additional Documents. Each Party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the Parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to satisfy the conditions set forth herein and carry out the intent and purposes of the Agreement. The conveyance documents to be recorded shall be concurrently delivered to the Washington County Recorder for recording.
9. General Terms.

a. This Agreement may be executed on two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
b. Any uncertainty or ambiguity existing herein shall not be interpreted against any Party because such party prepared any portion of this Agreement but shall be interpreted according to the application of rules and interpretation of contracts generally.
c. This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
d. Neither any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by another party or by any third person to create the relationship of partnership or of shared venture of any association between the Parties, other than contractual relationships stated in this Agreement.
e. The City is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) (the "Act") and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment, including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any liability incurred by City under this Agreement are expressly limited to the amounts identified in the Act.
f. In the event of a breach of this Agreement by either Party, the non-defaulting Party shall be entitled to a court's imposition of a specific performance and/or injunctive relief, but not monetary damages in any form.

HURRICANE CITY	G&R Development LLC
_____	_____
By: Nanette Billings	By:
Its: Mayor	Its:

EXHIBIT A

Warranty Deed

When recorded mail to:
HURRICANE CITY
147 NORTH 870 WEST
Hurricane, Utah 84737

TAX I.D. No. H-3-1-31-11061

Warranty Deed

HURRICANE CITY, a Utah Municipal Corporation, GRANTOR, of Hurricane City, County of Washington, State of Utah,

In exchange for good and valuable consideration, hereby conveys and warrants to:

G&R Development LLC, a Utah Limited Liability Company, GRANTEE,

A portion of the 2720 West Right-of-Way (Road Dedication Entry No. 303957, Washington County Records) in fee simple together with all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property") being more particularly described on Exhibit "A" and visually depicted on Exhibit "B", included herewith.

WITNESS the hand of said Grantor this the _____day of _____, 2025.

_____ _____

BY: Nanette Billings, Mayor of Hurricane City

STATE OF UTAH)
) Ss
COUNTY OF WASHINGTON)

On this the _____day of _____, 2025, before me, the undersigned Notary Public, personally appeared **Nanette Billings, Mayor of Hurricane City,** the signer of this **WARRANTY DEED**, and acknowledged to me that she executed the same.

Residing in Washington County, Utah

My commission expires: _____ _____

NOTARY PUBLIC

CivilScience
Engineers | Surveyors | Solutions
1453 S Dixie Drive, Suite 150
St. George, UT 84770
435-986-0100

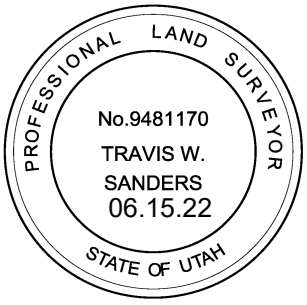
EXHIBIT "A"

LEGAL DESCRIPTION

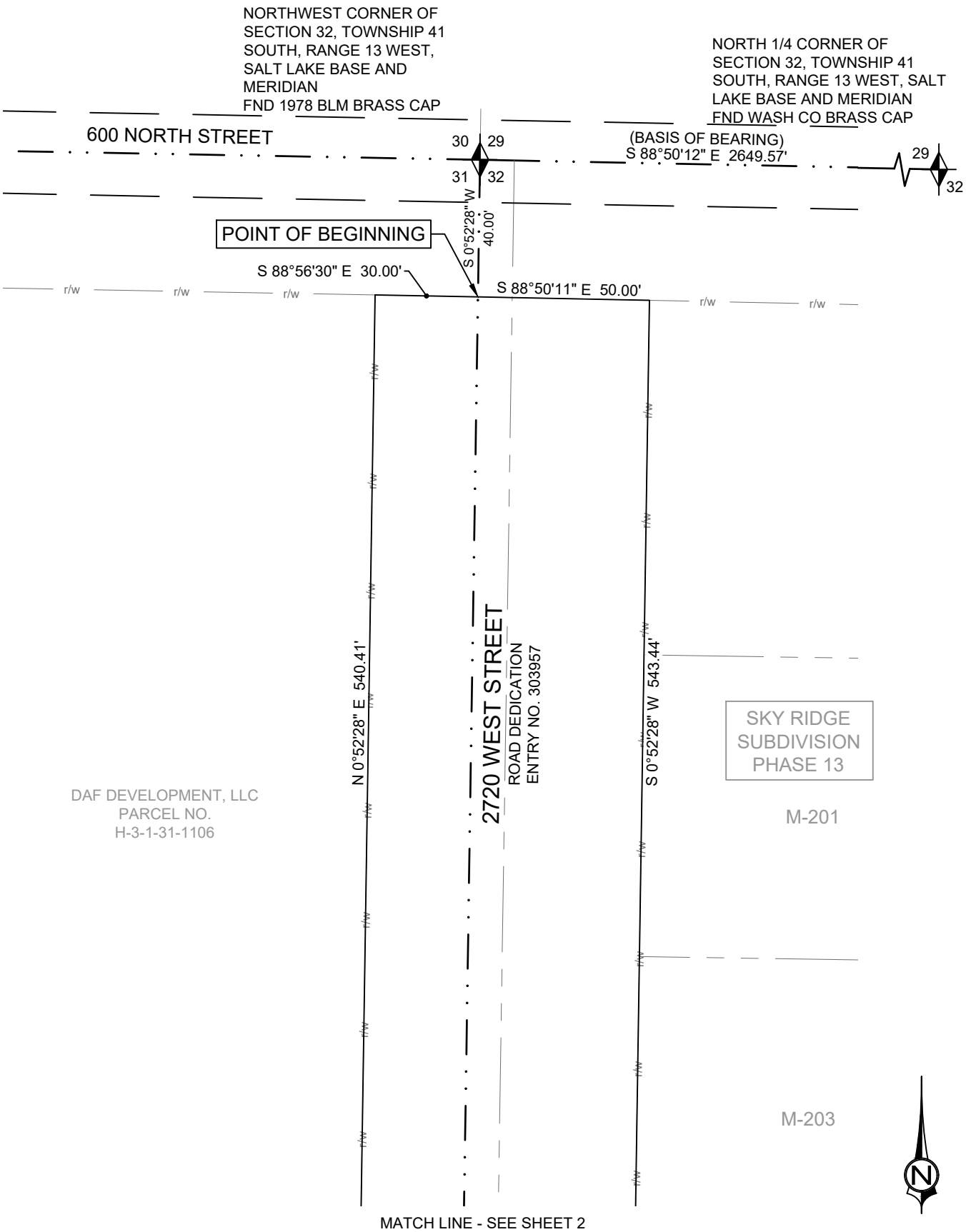
2720 WEST RIGHT-OF-WAY:

BEGINNING AT A POINT BEING S 0°52'28" W 40.00 FEET ALONG THE WEST LINE OF SECTION 32, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHWEST CORNER OF SECTION 32, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 600 NORTH STREET, AND RUNNING THENCE S 88°50'11" E 50.00 FEET ALONG SAID RIGHT-OF-WAY LINE, TO THE NORTHWEST CORNER OF SKY RIDGE SUBDIVISION PHASE 13, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG THE BOUNDARY OF SAID SUBDIVISION THE FOLLOWING TWO (2) COURSES, (1) S 0°52'28" W 543.44 FEET, (2) THENCE S 89°07'32" E 5.00 FEET, TO THE NORTHWEST CORNER OF LOT N-217 OF SKY RIDGE SUBDIVISION PHASE 14, RECORDED AND ON FILE IN THE SAID OFFICE OF THE RECORDER; THENCE S 0°52'28" W 366.30 FEET ALONG THE WEST LINE OF SAID LOT AND THE EXTENSION THEREOF, TO THE POINT OF CUSP WITH AN 845.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS N 89°09'53" W; THENCE ALONG THE ARC OF SAID CURVE 358.31 FEET THROUGH A CENTRAL ANGLE OF 24°17'43"; THENCE N 23°27'35" W 14.61 FEET, TO THE POINT OF CURVATURE OF A 979.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 9.58 FEET THROUGH A CENTRAL ANGLE OF 0°33'39", TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2720 WEST STREET, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 0°52'28" E 540.41 FEET ALONG SAID LINE, TO A POINT ON THE SAID SOUTH RIGHT-OF-WAY LINE OF 600 NORTH STREET; THENCE S 88°56'30" E 30.00 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

CONTAINS 53,521 SQ FT OR 1.23 ACRES MORE OR LESS



TWS
JOB NO. 20151

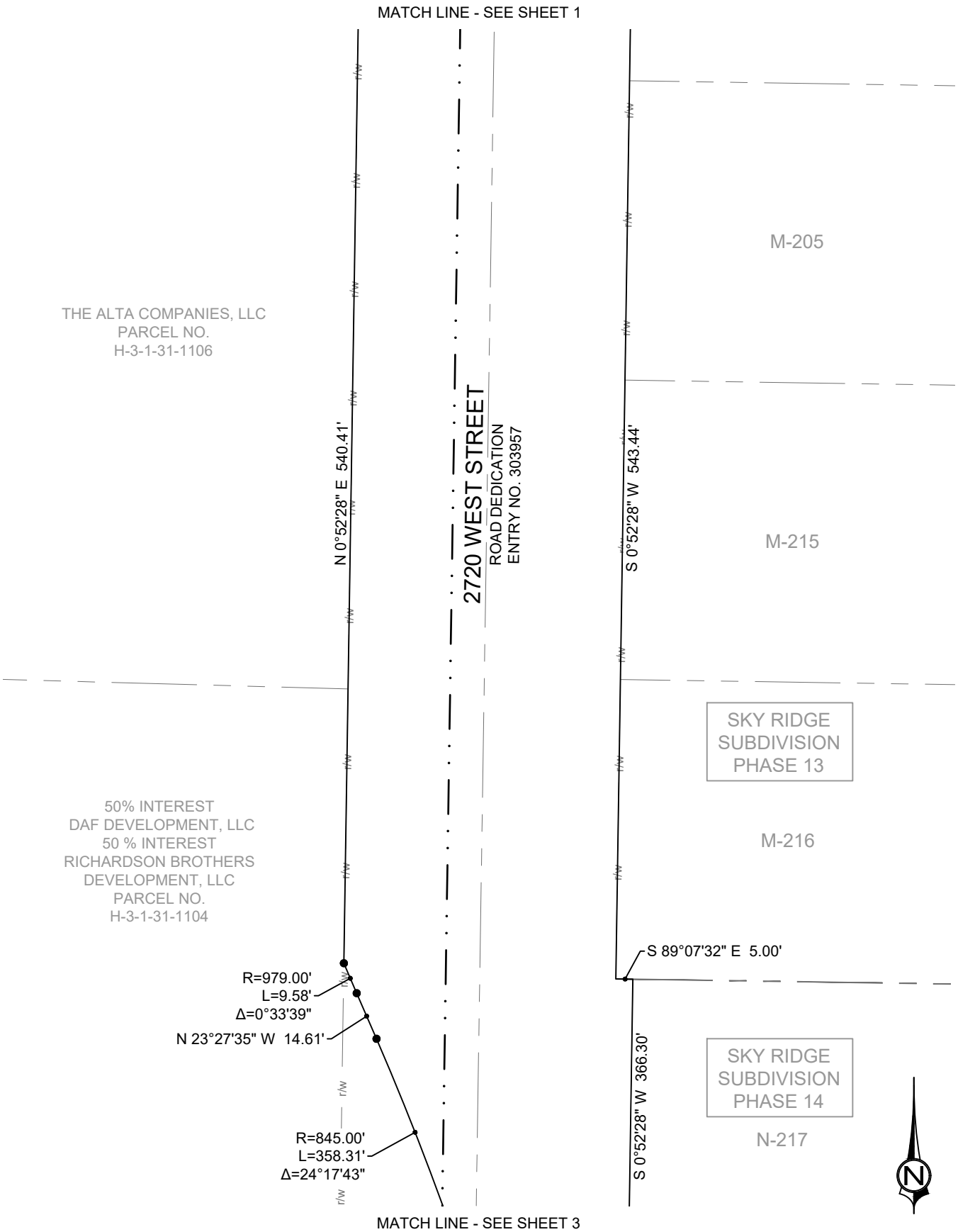


FF20151.00
SHEET 1 OF 3

EXHIBIT "B"

2720 WEST RIGHT OF WAY

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

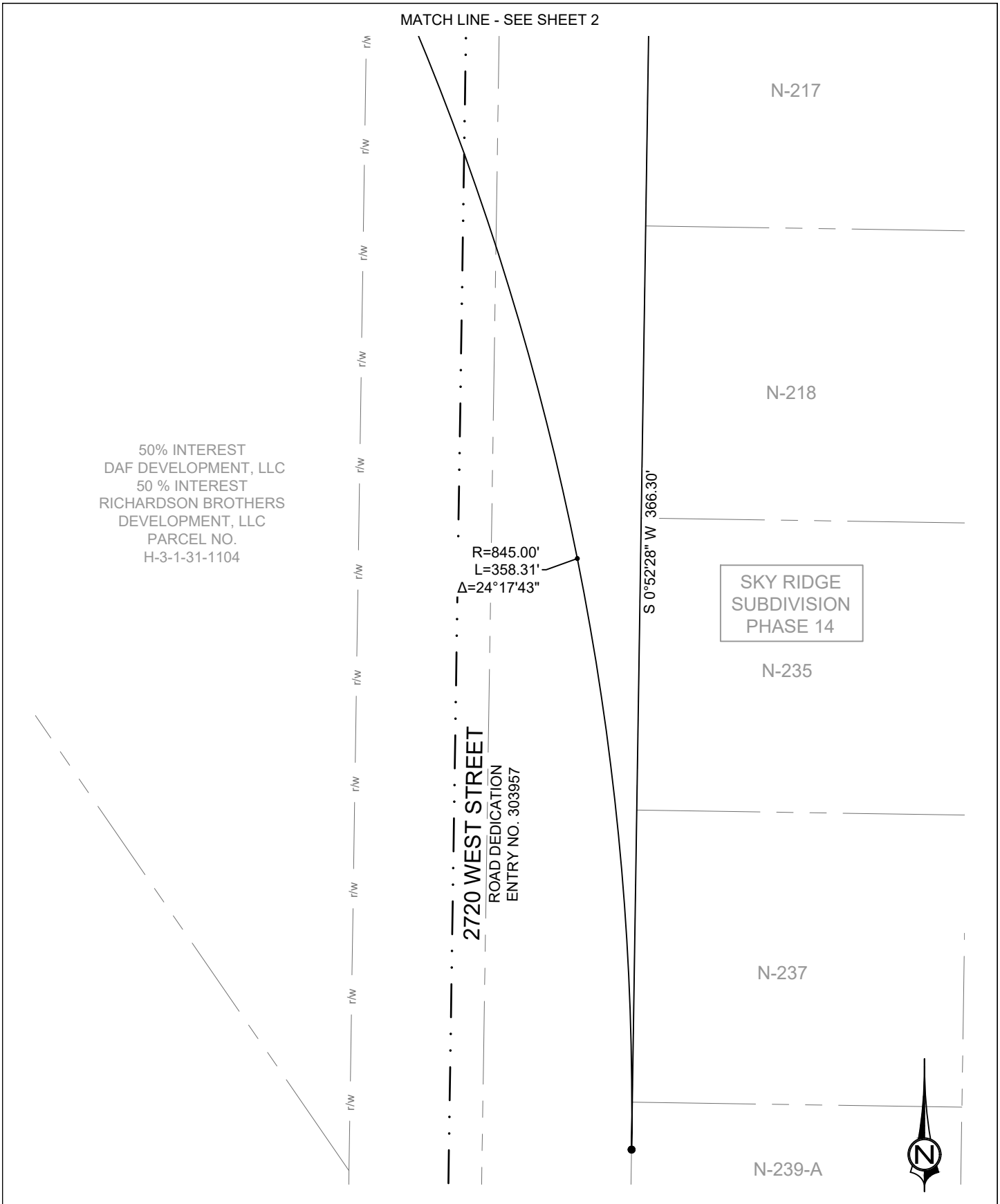


FF20151.00
SHEET 2 OF 3

EXHIBIT "B"

2720 WEST RIGHT OF WAY

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100



FF20151.00
SHEET 3 OF 3

EXHIBIT "B"

2720 WEST RIGHT OF WAY

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

EXHIBIT B

Deed of Dedication

When recorded mail to:
HURRICANE CITY
147 NORTH 870 WEST
Hurricane, Utah 84737

TAX I.D. No. H-3-1-31-11061

Deed of Dedication

G&R Development LLC, a Utah Limited Liability Company, GRANTOR, of St. George City, County of Washington, State of Utah,

In exchange for good and valuable consideration, hereby conveys, warrants, and dedicates to:

HURRICANE CITY, a Utah Municipal Corporation, GRANTEE,

In fee simple the following described real property located in WASHINGTON County, Utah, together with all the appurtenances, rights, and privileges belonging thereto, to wit (the "Property") being more particularly described as follows:

Commencing at the Northeast Corner of Section 31, Township 41 South, Range 13 West, of the Salt Lake Base and Meridian; Thence South 0°27'46" East along the Section Line a distance of 580.56 feet;

Thence West 30.00 feet to the True Point of Beginning, said point being on the West right-of-way line of 2720 West Street;

Thence South 0°27'48" East along said line a distance of 377.28 feet;

Thence North 35°54'30" West a distance of 8.63 feet to the beginning of a non-tangent curve to the left, the radius of which bears South 89°32'13" West, a distance of 755.00 feet;

Thence along the arc of said curve through a central angle of 24°20'02" and a distance of 320.65 feet;

Thence North 24°47'49" West a distance of 6.30 feet to the beginning of a curve to the left having a radius of 67.00 feet;

Thence along the arc of said curve through a central angle of 2°05'42" and a distance of 2.45 feet;

Thence North 26°53'32" West a distance of 126.36 feet to the beginning of a curve to the right having a radius of 853.00 feet;

Thence along the arc of said curve through a central angle of 26°40'14" and a distance of 397.06 feet;

Thence North 0°13'18" West a distance of 67.33 feet;

When recorded mail to:
HURRICANE CITY
147 NORTH 870 WEST
Hurricane, Utah 84737

TAX I.D. No. H-3-1-31-11061

Thence North 45°15’02” West a distance of 40.39 feet to the South right-of-way of 600 North Street;

Thence North 89°43’08” East along said right-of-way a distance of 178.52 feet;

Thence departing said right-of-way South 44°44’58” West a distance of 62.19 feet;

Thence South 0°13’18” East a distance of 58.71 feet to the beginning of a curve to the left having a radius of 747.00 feet;

Thence along the arc of said curve through a central angle of 24°34’31” and a distance of 320.40 feet;

Thence South 24°47’49” East a distance of 10.75 feet to the beginning of a curve to the right having a radius of 125.00 feet;

Thence along the arc of said curve through a central angle of 5°46’22” and a distance of 12.59 feet;

Thence South 19°01’28” East a distance of 23.87 feet to the beginning of a curve to the left having a radius of 979.00 feet;

Thence along the arc of said curve through a central angle of 5°12’43” and a distance of 89.06 feet to the Point of Beginning

Together with a Public Utilities Easement on the Grantor’s remaining property, 10.00 feet in width along the Easterly and Westerly sides of the above-described tract.

WITNESS the hand of said Grantors this the _____day of _____, 2025.

_____ _____

BY: Rick A Richardson, Managing Member

When recorded mail to:
HURRICANE CITY
147 NORTH 870 WEST
Hurricane, Utah 84737

TAX I.D. No. H-3-1-31-11061

STATE OF UTAH)
Ss
COUNTY OF _____)

On this the _____day of _____, 2025, before me, the undersigned Notary Public, personally appeared **Rick A Richardson, Managing Member of G&R Development LLC,** the signer of this **Deed of Dedication**, and acknowledged to me that he executed the same.

Residing in Washington County, Utah

My commission expires: _____ _____

NOTARY PUBLIC

ACCEPTANCE

Hurricane City, a Utah Municipal Corporation, hereby accepts the above Deed of Dedication.

Dated the ___ day of _____, 2025

Hurricane City:

_____

Nanette Billings, Hurricane City Mayor

Attest:

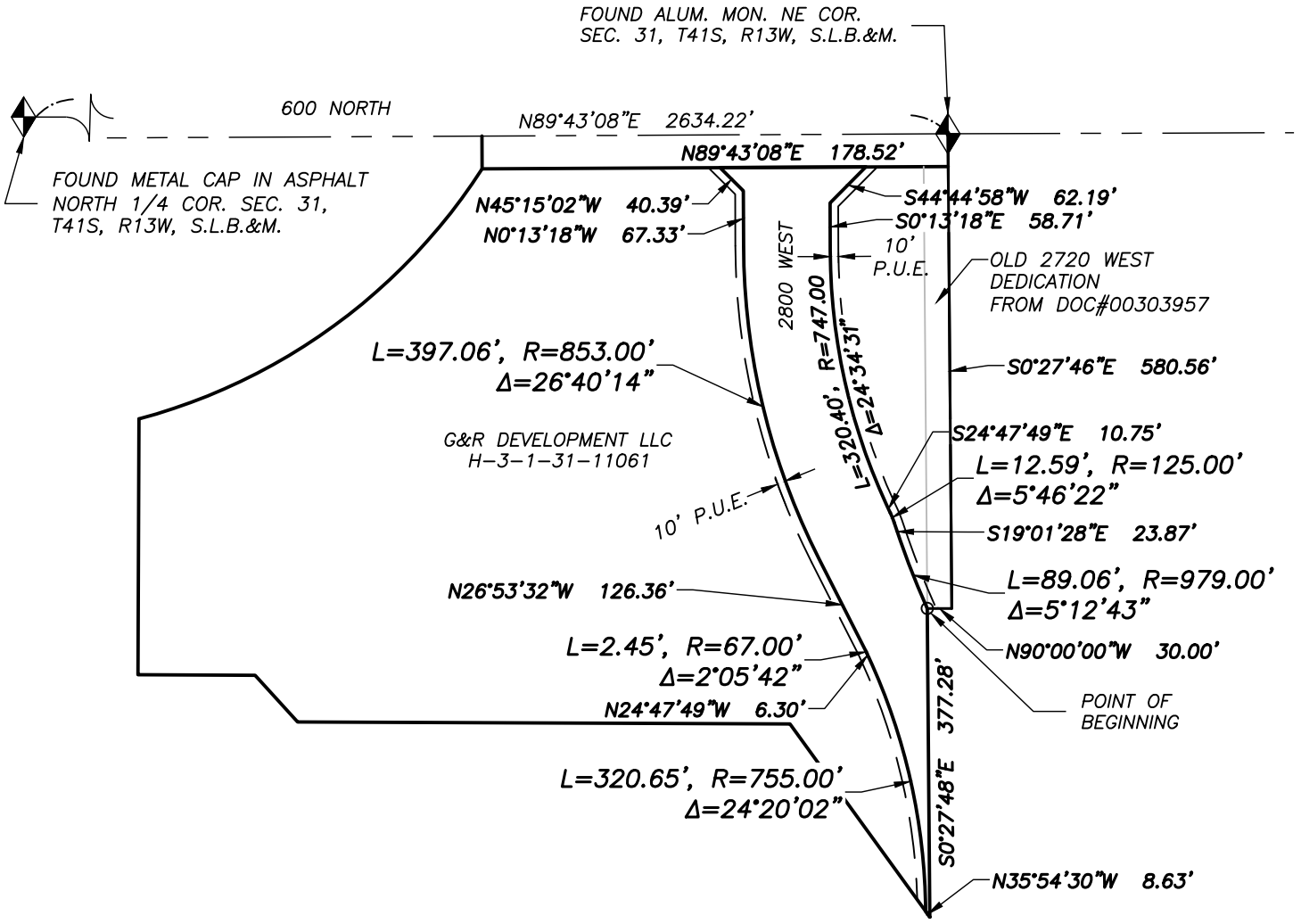
_____

Hurricane City Recorder

Approved as to form:

_____

Dayton Hall, Hurricane City Attorney



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- SECTION LINE
- EASEMENT LINE
- SECTION MONUMENT AS DESCRIBED

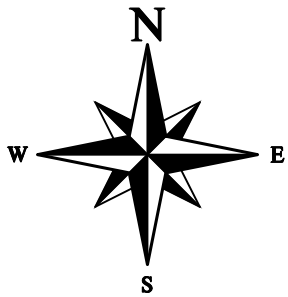


EXHIBIT C

Power Easement

When recorded mail to:
HURRICANE CITY
147 N 870 W
HURRICANE, UT 84737

PARCEL NUMBER: H-3-1-31-11061

POWER EASEMENT

G&R DEVELOPMENT, LLC, A UTAH LIMITED LIABILITY COMPANY, Grantor of St. George, County of Washington, State of Utah,

Hereby **GRANTS and CONVEYS** to:

HURRICANE CITY, A UTAH MUNICIPAL CORPORATION, Grantee, of Hurricane, County of Washington, State of Utah,

For the sum of TEN AND NO/100 (and other good and valuable considerations) DOLLARS the following described **POWER EASEMENT**, located in Hurricane City, Washington County, State of Utah,

A POWER EASEMENT FOR ACCESS, CONSTRUCTION, AND MAINTENANCE OF A POWER UTILITY OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED LAND:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 31, N88°56'22"W 101.28 FEET; THENCE SOUTH 40.01 FEET TO THE POINT OF BEGINNING; THENCE S34°02'25"W 56.93 FEET; THENCE S04°38'08"E 316.09 FEET TO THE EAST RIGHT-OF-WAY LINE OF 2800 WEST; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 253.30 FEET, HAVING A RADIUS OF 747.00 FEET AND A RADIAL BEARING OF N70°55'40"E, THROUGH A CENTRAL ANGLE OF 19°25'43" (LONG CHORD BEARS: N09°21'28"W 252.09 FEET); (2) N07°07'29"W 29.88 FEET; (3) N07°07'26"W 29.89 FEET; (4) NORTHERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT A DISTANCE OF 7.69 FEET, HAVING A RADIUS OF 53.20 FEET AND A RADIAL BEARING OF S88°41'45"E, THROUGH A CENTRAL ANGLE OF 08°16'49" (LONG CHORD BEARS: N05°26'39"E 7.68 FEET); (5) N35°01'39"E 57.32 FEET; THENCE S88°56'22"E 21.10 FEET TO THE POINT OF BEGINNING.

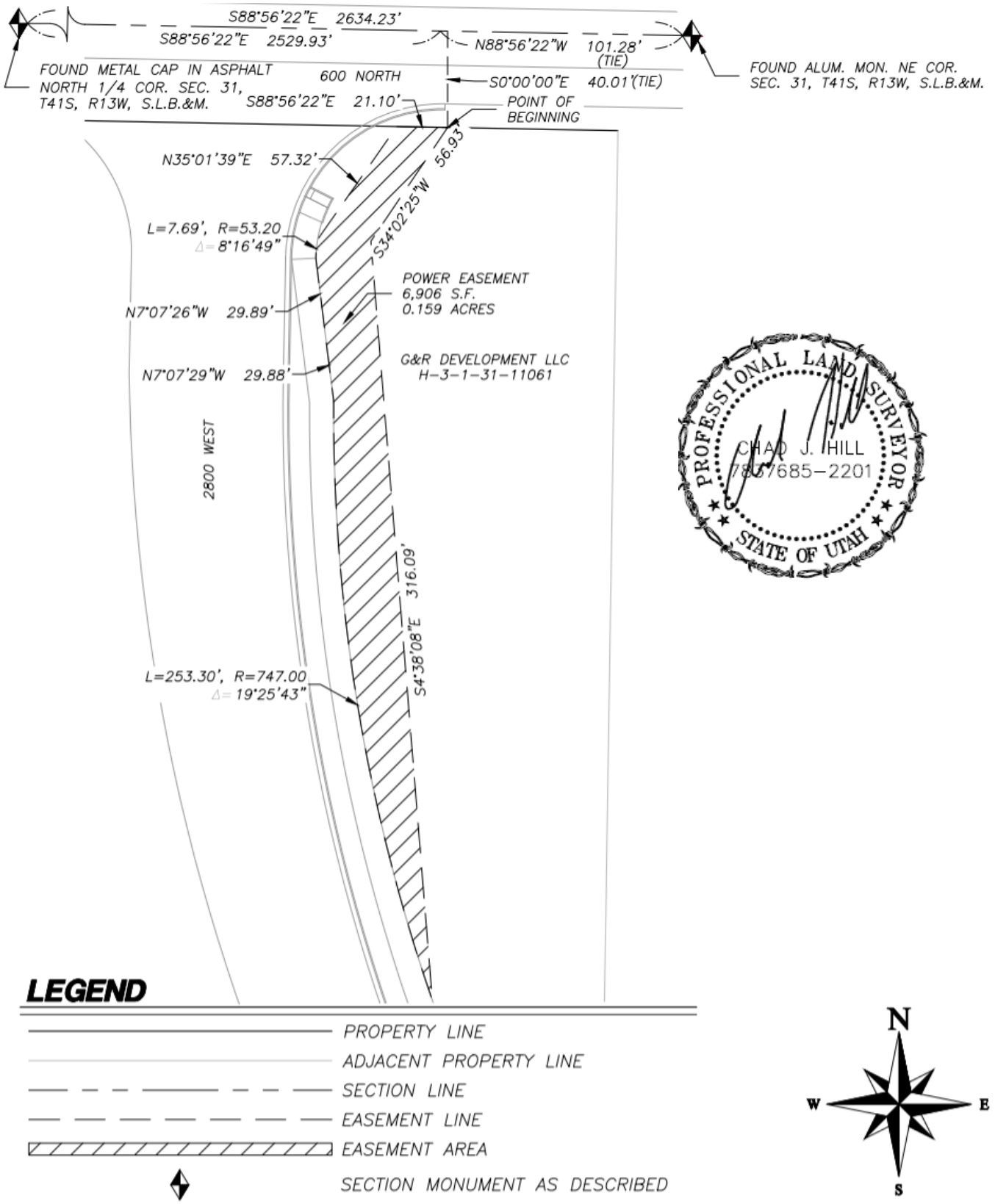
AREA CONTAINS 6,906 SQUARE FEET OR 0.159 ACRES.

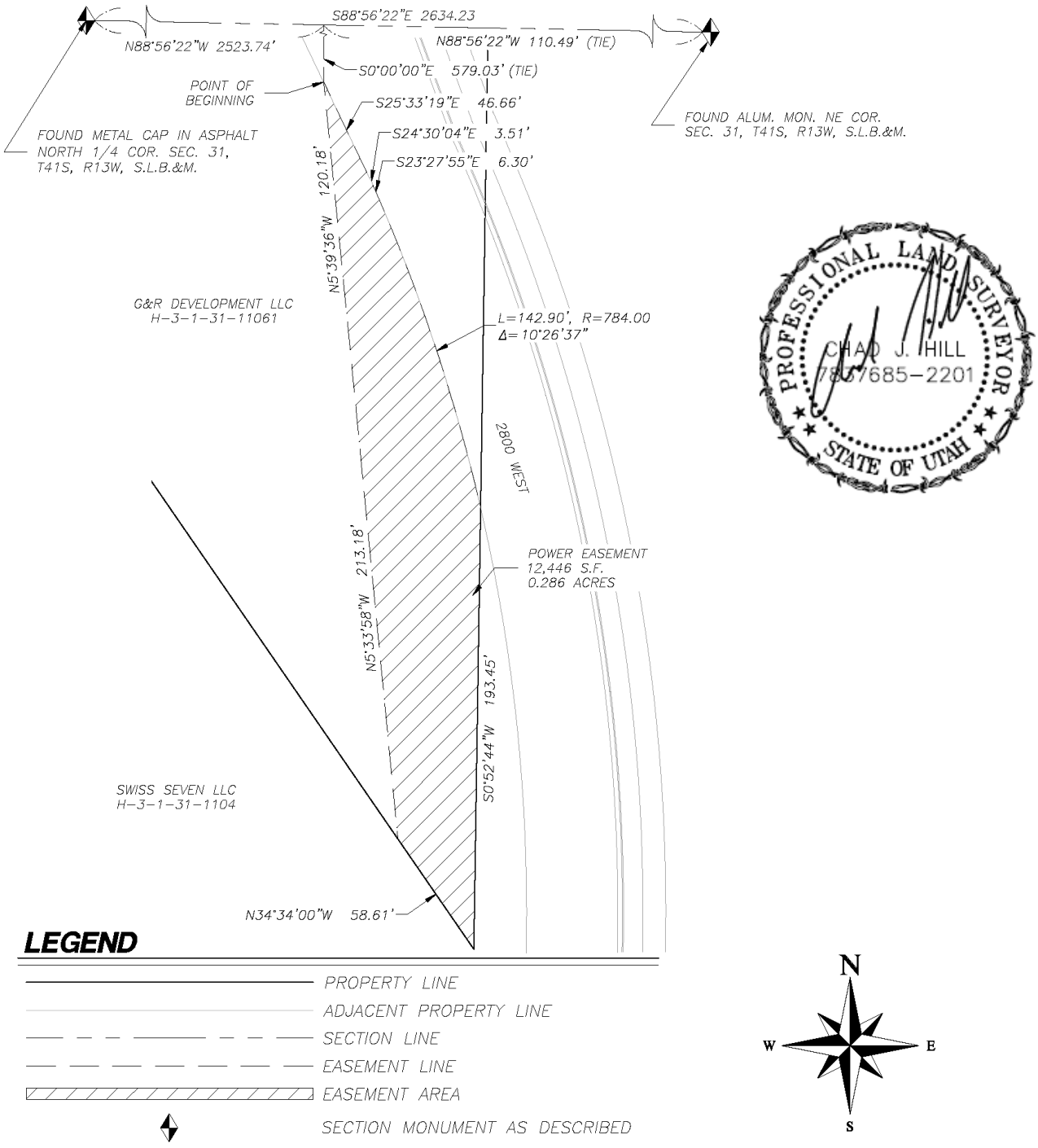
ALSO INCLUDING:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 41 SOUTH, RANGE 13 WEST, OF THE SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE NORTH SECTION LINE OF SAID SECTION 31, N88°56'22"W 110.49 FEET; THENCE SOUTH 579.03 FEET TO THE POINT OF BEGINNING AND TO THE WEST RIGHT-OF-WAY LINE OF 2800 WEST; THENCE RUNNING ALONG SAID RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: (1) S25°33'19"E 46.66 FEET; (2) S24°30'04"E 3.51 FEET; (3) S23°27'55"E 6.30 FEET; (4) SOUTHERLY ALONG THE ARC OF A 784.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 142.90 FEET, THROUGH A CENTRAL ANGLE OF 10°26'37", (LONG CHORD BEARS: S18°14'17"E 142.71 FEET); THENCE S00°52'44"W 193.45 FEET; THENCE N34°34'00"W 58.61 FEET; THENCE N05°33'58"W 213.18 FEET; THENCE N05°39'36"W 120.18 FEET TO THE POINT OF BEGINNING.

AREA CONTAINS 12,446 SQUARE FEET OR 0.286 ACRES.

EXHIBIT "A"


S88°56'22"E 2634.23'
S88°56'22"E 2529.93'
N88°56'22"W 101.28' (TIE)
FOUND METAL CAP IN ASPHALT
NORTH 1/4 COR. SEC. 31,
T41S, R13W, S.L.B.&M.
600 NORTH
S88°56'22"E 21.10'
S0°00'00"E 40.01'(TIE)
FOUND ALUM. MON. NE COR.
SEC. 31, T41S, R13W, S.L.B.&M.
POINT OF BEGINNING
N35°01'39"E 57.32'
56.93'
S34°02'25"W
L=7.69', R=53.20
Δ=8°16'49"
POWER EASEMENT
6,906 S.F.
0.159 ACRES
N7°07'26"W 29.89'
N7°07'29"W 29.88'
G&R DEVELOPMENT LLC
H-3-1-31-11061
2800 WEST
316.09'
S4°38'08"E
L=253.30', R=747.00
Δ=19°25'43"
PROFESSIONAL LAND SURVEYOR
CHAD J. HILL
7857685-2201
STATE OF UTAH
LEGEND
PROPERTY LINE
ADJACENT PROPERTY LINE
SECTION LINE
EASEMENT LINE
EASEMENT AREA
SECTION MONUMENT AS DESCRIBED
N
W
E
S


S88°56'22"E 2634.23
N88°56'22"W 2523.74'
N88°56'22"W 110.49' (TIE)
S0°00'00"E 579.03' (TIE)
POINT OF BEGINNING
S25°33'19"E 46.66'
S24°30'04"E 3.51'
S23°27'55"E 6.30'
FOUND METAL CAP IN ASPHALT
NORTH 1/4 COR. SEC. 31,
T41S, R13W, S.L.B.&M.
FOUND ALUM. MON. NE COR.
SEC. 31, T41S, R13W, S.L.B.&M.
N5°39'36"W 120.18'
G&R DEVELOPMENT LLC
H-3-1-31-11061
L=142.90', R=784.00
Δ=10°26'37"
2800 WEST
POWER EASEMENT
12,446 S.F.
0.286 ACRES
N5°33'58"W 213.18'
S0°52'44"W 193.45'
SWISS SEVEN LLC
H-3-1-31-1104
N34°34'00"W 58.61'
LEGEND
PROPERTY LINE
ADJACENT PROPERTY LINE
SECTION LINE
EASEMENT LINE
EASEMENT AREA
SECTION MONUMENT AS DESCRIBED
N
W
E
S

PROFESSIONAL LAND SURVEYOR
CHAD J. HILL
7857685-2201
STATE OF UTAH

WITNESS the hand of said Grantor this the _____day of _____, 2025.

G&R DEVELOPMENT, LLC A UTAH LIMITED LIABILITY COMPANY

RICK A RICHARDSON, MANAGING MEMBER

STATE OF UTAH_____)
) ss.
COUNTY OF WASHINGTON_____)

On the date first above written, personally appeared before me, Rick A Richardson, who being by me duly sworn, did say that he is a Managing Member of G&R Development, LLC, a Utah Limited Liability Company, and that the foregoing instrument was signed by him on behalf of said limited liability company by authority of statute, its articles of organization or its operating agreement, for the uses and purposes stated therein, and said Rick Richardson acknowledged to me that said limited liability company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

_____
NOTARY PUBLIC

My Commission Expires: _____

ACCEPTANCE

Hurricane City, a Utah Municipal Corporation, hereby accepts the above easement grant.

DATED the ____ day of _____, 20____

Hurricane City:

_____

Nanette Billings, Hurricane City Mayor

Attest:

_____

Hurricane City Recorder

Approved as to form:

_____

Dayton Hall, Hurricane City Attorney

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a reimbursement agreement for system improvements by Self Help Homes.

Discussion: Self Help Homes is developing the Sage Pointe Phase 5 Subdivision, and in so doing is required to construct the northerly extension of 200 West from 975 North to the end of their project. A substantial portion of the required extension is not along their frontage and is a reimbursable system improvement. In 2007 the City approved the Panarama View Subdivision and did not require the construction of 200 West to be completed by the developer at the time. The plat was approved with language that required the City to construct the improvements on 200 West that lined the back of the lots of the subdivision and the developer would dedicate the road.

Findings: Staff has worked with Self Help Homes to determine the costs involved to construct the improvement and has negotiated a reimbursement agreement as follows:

- The total cost of the improvements along the Panorama View Subdivision is $224,991.00.
- Sage Pointe Phase 5 has 54 lots, which will utilize $123,876 in Roads Impact Fee Vouchers.
- The remaining $101,115.00 is proposed to reimbursed to the developer in cash once the road improvements have preliminary acceptance.

Recommendation: Staff recommends approval of the agreement. – Arthur LeBaron

REIMBURSEMENT AGREEMENT
--
Sage Point, Phase 5

This Reimbursement Agreement ("Agreement") is made and entered into on November 20, 2025, by and between the Hurricane City, a Utah municipal corporation, hereinafter referred to as "City", and Rural Housing Development Corporation dba Self-Help Homes, a Utah Non-Profit Organization, hereinafter referred to as "Developer", (each of the foregoing individually a "Party" and collectively the "Parties").

Recitals

A. Developer is constructing a residential development known as Sage Point Phase 5, which is generally located north of 975 North and east of 200 West, which is identified by the Washington County Assessor as Parcel Number H-3-1-26-4315 (the "Property").
B. As part of the development, Developer is constructing offsite roadway system improvements to 200 West.
C. Developer is requesting partial reimbursement for the roadway system improvements.
D. The City Engineer has reviewed the request and has found that it complies with Hurricane City Code Title 9 Chapter 6.
E. To facilitate and further specify the system improvements to be provided by Developer and for which Developer is seeking reimbursement, the Parties desire to enter into this agreement.

Agreement

Now, therefore, in consideration of the premises recited above and the terms set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer hereby agree as follows:

1. Developer agrees to construct the portions of 200 West as identified on the detailed plan attached as **Exhibit A**.

2. The estimated value of the reimbursement-eligible and above-described improvements for the roadway is **$224,991.00**, as detailed in the engineer's estimate shown in **Exhibit B** attached hereto.

3. City agrees to reimburse Developer for eligible reimbursable costs in the following manner:

    a. Upon the City's preliminary acceptance of the reimbursement-eligible portions of 200 West, the City shall, within 30 days, pay Developer **$101,115.00**.
    b. In addition, upon the City's preliminary acceptance of the reimbursement-eligible portions of 200 West, the City shall issue to Developer fifty-four (**54**) Street Impact Fee Vouchers ("Vouchers") for use for building permits on lots within the Property.

c. Each Voucher shall be redeemable to offset two thousand two hundred ninety-four **($2,294)** dollars of the applicable Street Impact Fee.
d. Multiple Vouchers may be used for one Street Impact Fee on a lot, but partial credit from one Voucher may not be carried over to a different lot.

4. Maximum total reimbursement under this agreement shall be **$224,991.00**, which is comprised of a $101,115.00 cash payment and Vouchers valued at $123,876.

5. No interest shall be paid on any amount due under the terms of this Agreement.

6. Developer agrees that City may audit Developer's financial and other records as necessary to verify the costs reimbursed under this Agreement.

7. This Agreement shall expire ten (10) years from the date of signature, regardless of the total amount of reimbursement paid by the City to Developer.

8. Vouchers may only be used to offset Street Impact Fees assessed within the area of the Property.

9. Developer's right to use Vouchers to offset Street Impact Fee costs within the Property may be assigned to third parties by transferring title of the Vouchers to the third-parties. The City is entitled to rely upon the presentation of an apparent original Voucher as evidence that a legitimate assignment has occurred.

10. The City is a governmental entity in the State of Utah and is bound by the provisions of the Utah Governmental Immunity Act (Title 63G, Chapter 7, Utah Code Annotated, 1953, as amended) (the "Act") and does not waive any procedural or substantive defense or benefit provided or to be provided by the Governmental Immunity Act or comparative legislation enactment, including with limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. Any liability incurred by City under this Agreement are expressly limited to the amounts identified in the Act.

11. In the event of a default or breach of this Agreement, the non-defaulting or non-breaching Party shall be entitled to the court's imposition of specific performance and/or injunctive relief, but not monetary damages or attorney fees.

///

Signatures appear on the following page

IN WITNESS THEREOF, this Agreement has been executed by City and by a duly authorized representative of Developer as of the date first written above.

Hurricane City, a Utah Municipal Corporation

By: _____
Mayor

ATTEST:_____

Recorder

DEVELOPER – Rural Housing Development Corporation dba Self-Help Homes, a Utah Non-Profit Organization

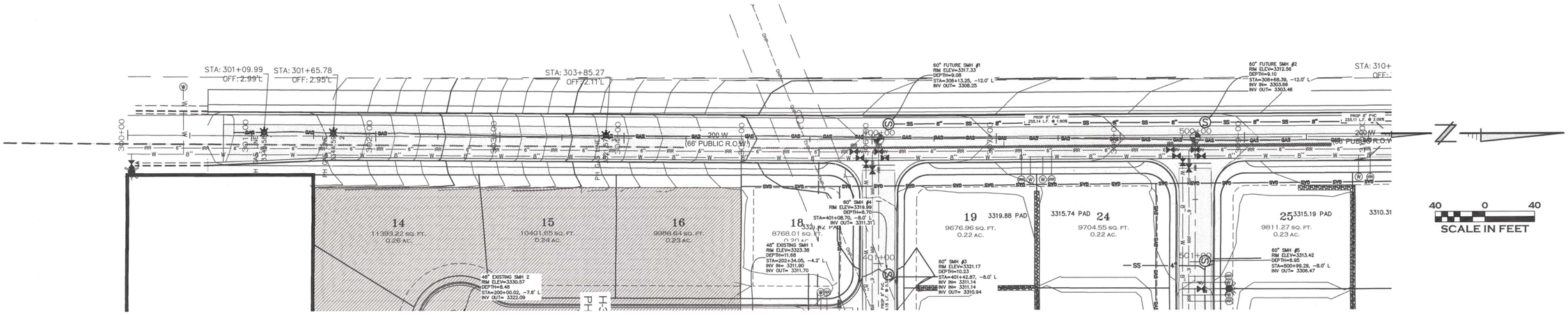
_____
By:
Its:

STATE OF UTAH)
:ss
COUNTY OF _____)

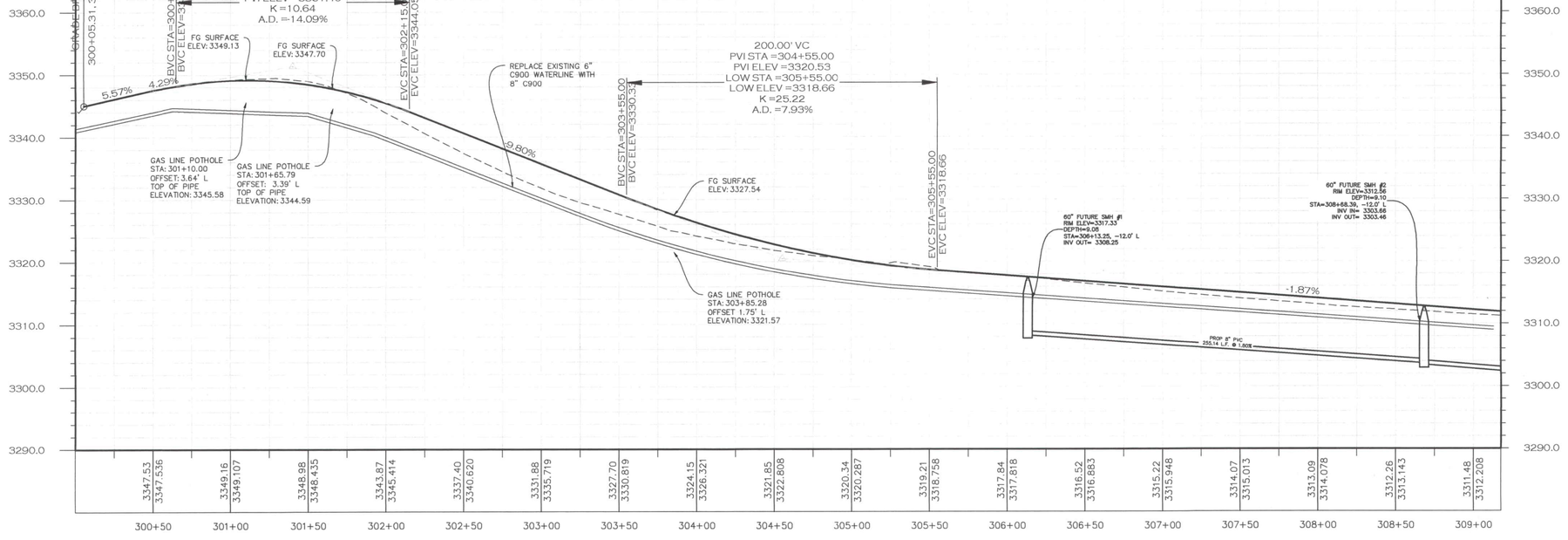
On the ____ day of _____, 2025, personally appeared before me _____, who being by me duly sworn, did say that s/he is the authorized signer of Rural Housing Development Corporation dba Self-Help Homes and that the within and foregoing instrument was signed on behalf of said corporation with proper authority and duly acknowledged to me that s/he executed the same.

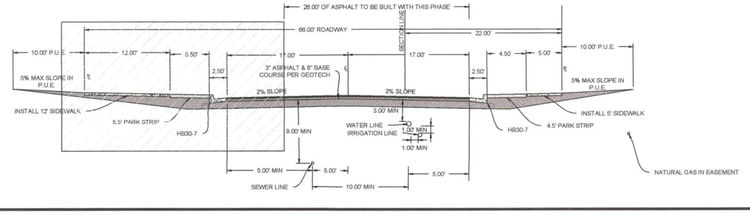
_____
Notary Public

EXHIBIT A



PROFILE VIEW: 200 WEST (SOUTH)
SCALE: 10
DATUM: 3290.00





REVISIONS

NO.	DATE	APPROVED BY	REMARKS

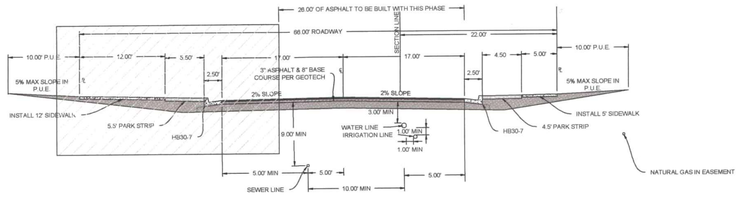
RATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3-HURRICANE, UTAH 84737
FAX: (435)635-5765 TEL: (435)635-2329

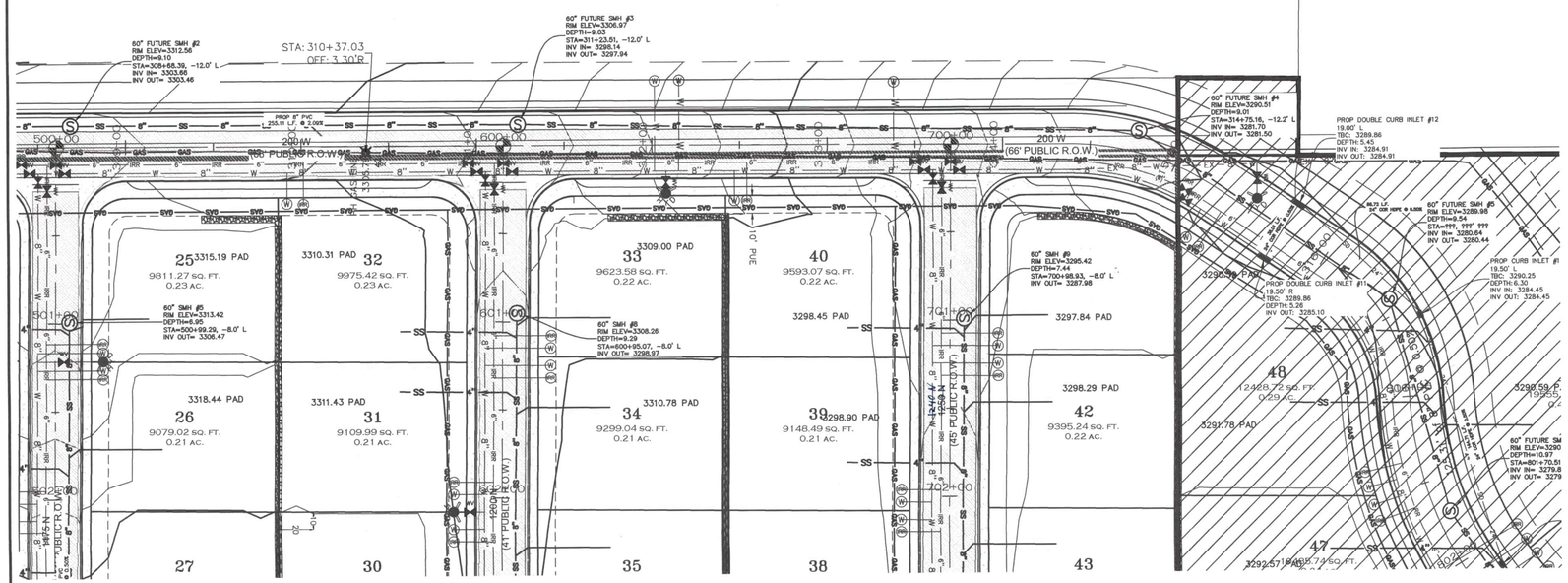
P & P 200 WEST (SOUTH)
SAGE POINT PHASE 5
FOR
SELF HELP HOMES
CITY OF HURRICANE, WASHINGTON COUNTY, UTAH
SECTION 26, T 41 S R 13 W, SLB&M

FILE NAME: 2003-0709
DATE: 12/30/2024
CHECKED:
SCALE: AS NOTED

SHEET 14 OF 19

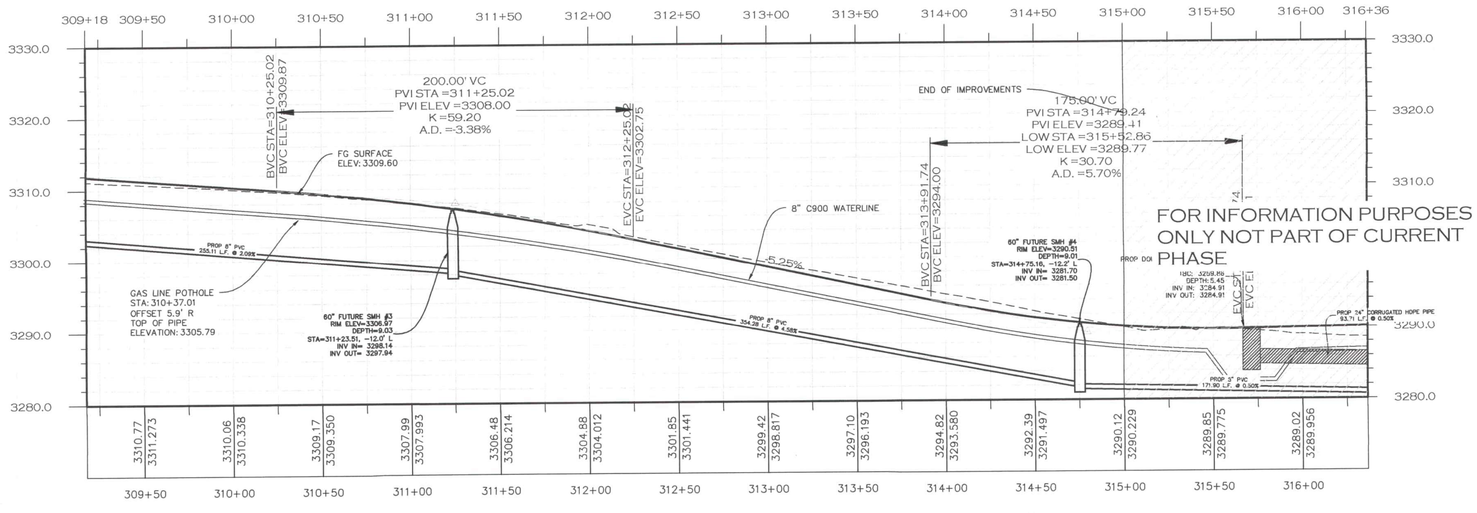
JAN 2 2 2025





40 0 40
SCALE IN FEET

PROFILE VIEW: 200 WEST (NORTH)
SCALE: 10
DATUM: 3280.00



RATT ENGINEERING, P.C.
CIVIL ENGINEERING AND LAND SURVEYING
51 NORTH 1000 WEST, SUITE 3 - HURRICANE, UTAH 84737
FAX: (435) 635-5765 TEL: (435) 635-2329

NO.	DATE	APPROVED BY	REMARKS

REVISIONS

P & P 200 WEST (NORTH)
SAGE POINT PHASE 5
FOR
SELF HELP HOMES
CITY OF HURRICANE, WASHINGTON COUNTY, UTAH
SECTION 26, T 41 S R 13 W, SLB&M

FILE NAME: 2003-0709
DATE: 12/30/2024
CHECKED:
SCALE: AS NOTED

SHEET 15 OF 19

JAN 2 3 2025

EXHIBIT B

CONSTRUCTION COST PROPOSAL FOR:

200 WEST IMPROVEMENTS
Brent Bluith
SAGE POINT PHS 5
200 West & Hall Property Hurricane



ALL STAR EXCAVATING, LLC
PO BOX 910039
St. George, UT 84791
Ph: 435-680-6122
allstarexcavating@gmail.com

SP5	**200 WEST**

Estimate Date:	6/12/2024
Revision Date:	9/17/2025

CONSTRUCTION COST PROPOSAL **416,674.80**

		Item	Item Description	QTY	Unit	Unit Price	Item Total
			200 WEST IMPROVEMENTS				
		1	New Fire Hydrant	1	EA	7,290.00	7,290.00
		2	Re-Connect Existing Water services to New Waterline	3	EA	1,200.00	3,600.00
		3	Curb & Gutter East Side	750	LF	27.90	20,925.00
		4	5' Sidewalk	3,450	SF	6.90	23,805.00
		5	26' Asphalt	25,740	SF	3.15	81,081.00
		6	8' Cross Gutter	2	EA	9,850.00	19,700.00
		7	ADA Ramps	8	EA	2,750.00	22,000.00
		8	Subgrade Prep	31,065	SF	0.32	9,940.80
		9	Finish Grade	17,850	SF	0.12	2,142.00
		10	Traffic Control	1	LS	1,200.00	1,200.00
						SUBTOTAL:	191,683.80
			200 WEST HALL PROPERTY IMPROVEMENTS				
		11	Tie Existing Fire Hydrant to New Waterline	1	LS	3,400.00	3400.00
		12	Tie Existing Water Service to New Waterline	1	LS	1,200.00	1200.00
		13	8" Waterline	505	LF	52.26	26391.30
		14	6" Irrigation	505	LF	44.20	22,321.00
		15	Connect New Waterline to Existing w New Valve/Bends	1	LS	4,600.00	4600.00
		16	Curb & Gutter	446	LF	27.90	12,443.40
		17	5' Sidewalk	2,230	SF	6.90	15,387.00
		18	Asphalt Over 6" Road Base	12,350	SF	3.15	38,902.50
		19	Saw Cut	1	LS	350.00	350.00
		20	Saw Cut & Asphalt Patch Water Tie In	1	LS	2,200.00	2200.00
		21	Subgrade Prep	15,960	SF	0.32	5,020.80
		22	Traffic Control	1	LS	1,400.00	1400.00
		23	Hall Property Import	8500	CY	10.75	91,375.00
						SUBTOTAL:	224,991.00
						Subtotal:	416,674.80

GRAND TOTAL CONSTRUCTION COST PROPOSAL: **416,674.80**

Prices offered in this proposal are good to this date: 10/2/2025

Prices shall include all necessary materials, labor and related costs with each item of work. All cost incurred by these items are included herewith and are the responsibility of the General Contractor. All reasonable engineering, surveying,blasting/hammering and soils testing for this project are to be paid by the Development Company. I have reviewed the set of construction plans, agree to the "Terms of Work" and hereby submit this total cost of completion, understanding that any changes to this work other than listed, must be agreed upon by both parties in writing before work is done. Furthermore, any and all work completed is given a 1year warrantee from the time of Contractor's last day of onsite work.

ALL STAR EXCAVATING, LLC
General Contractor

Signature and Title

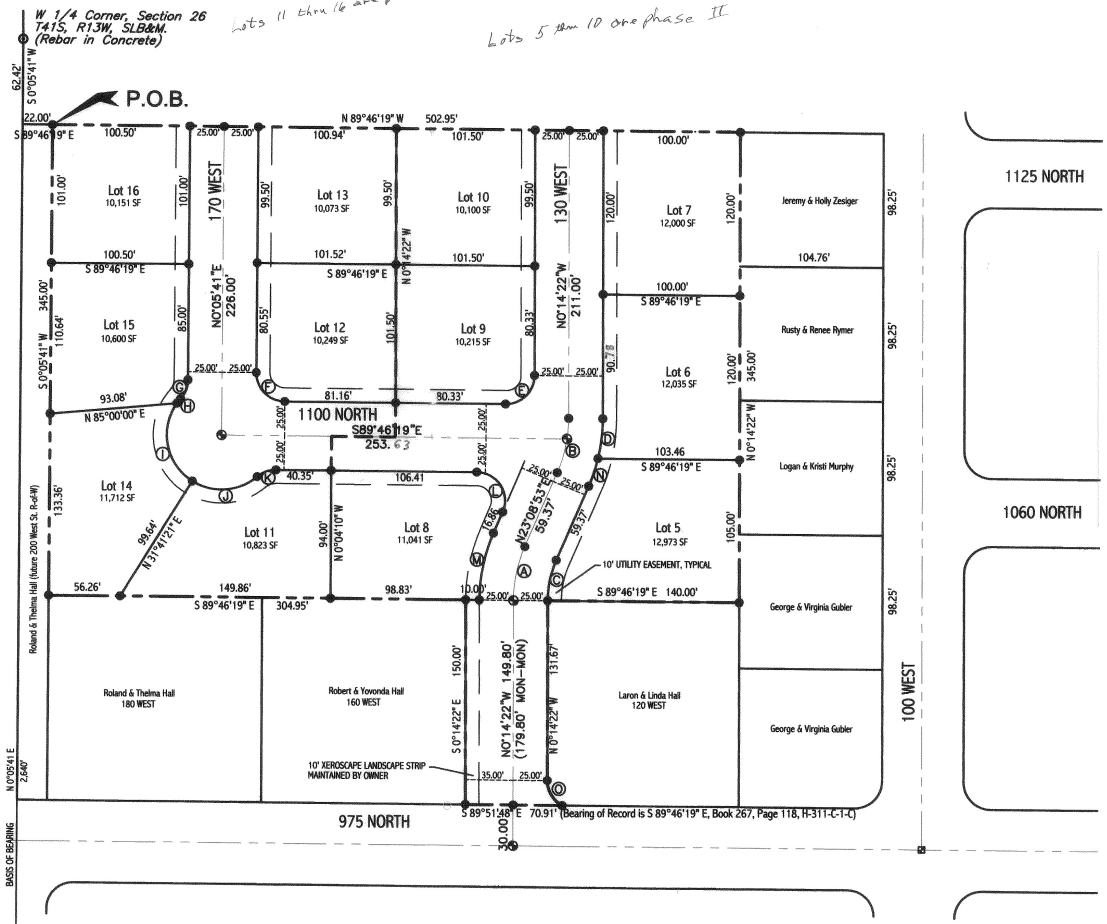
Date
UT-7153597-5551

(PRINT NAME HERE)
Owner/ Authorized Representative

Signature and Title

Date

200 WEST





LEGEND

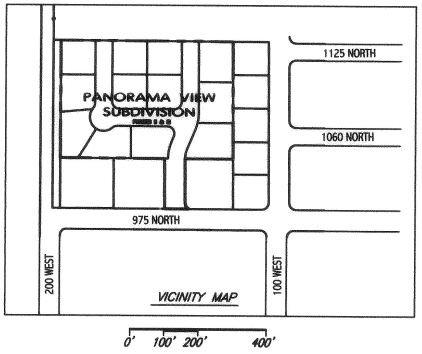
- ● 1/2"x16" REBAR WITH YELLOW CAP MARKED R.L.S. 4492
- ▣ EXISTING STREET CONTROL MONUMENT (975 NORTH 100 WEST)
- ◔ 2" BRASS CAP

CURVE DATA

	DELTA	RADIUS	ARC LENGHT	CHORD	TANGENT
Ⓐ	23°23'15"	100.00'	40.82'	40.54'	20.70
Ⓑ	23°23'15"	100.00'	40.82'	40.54'	20.70
Ⓒ	23°23'15"	75.00'	30.61'	30.40'	15.52'
Ⓓ	13°30'00"	125.00'	29.45'	29.21'	14.79'
Ⓔ	90°28'03"	21.00'	33.16'	29.82"	21.17'
Ⓕ	89°52'00"	21.00'	32.94'	29.66'	20.95'
Ⓖ	41°03'12"	21.00'	15.05'	14.73'	7.86'
Ⓗ	6°05'49"	40.00'	4.26'	4.25'	2.13'
Ⓘ	93°03'46"	40.00'	64.97'	58.06'	42.20'
Ⓙ	72°48'49"	40.00'	50.83'	47.48'	29.50'
Ⓚ	41°03'15"	21.00'	15.05'	14.73'	7.86'
Ⓛ	112°55'12"	21.00'	41.39'	35.01'	31.68'
Ⓜ	23°12'02"	125.00'	50.62'	50.27'	25.87'
Ⓝ	9°53'15"	125.00'	21.57'	21.54'	10.81'
Ⓞ	61°17'24"	21.00'	22.46'	21.41'	12.44'

PHASE II - LOTS 5-10 2.33 ACRES
PHASE III - LOTS 11-16 1.87 ACRES

PHASES II & III = 4.20 TOTAL ACRES



Owners Dedication

Know all men by these presents that the undersigned owners of the hereon described tract of land, having caused the same to be subdivided into lots and streets, do hereby dedicate for the perpetual use of the public all parcels of land shown on this plat as intended for public use, including street right-of-ways and easements, to be hereafter known as

PANORAMA VIEW SUBDIVISION, PHASES II & III

In witness whereof we have hereunto set our hands this 9th day of July A.D. 2007

K6, Inc.

By: Roland A Hall
Roland A. Hall, President
K6, Inc.

Owners Acknowledgement

State of Utah } S.S.
County of Washington }

On this the 9th day of July A.D. 2007, personally appeared before me in said State of Utah, County of Washington, Roland A. Hall, the signer of the above Owners Dedication who duly acknowledged to me that he signed it freely and voluntarily and for the uses and purposes therein mentioned.

My Commission Expires 2-16-09

Deeona L. Cox
Notary Public
Residing in Washington County

NOTARY PUBLIC
DEEONA L COX
147 N 870 W
Hurricane, UT 84737
MY COMM EXP. 02/16/09
STATE OF UTAH

SURVEYOR'S CERTIFICATE

I, Ferel L. Campbell do hereby certify that I am a registered land s
Certificate No. 4492, as prescribed by the laws of the State of Uta
certify that by the authority of the owners, I have made a survey
land shown on this plat and described hereon , and have subdivide
land into lots and streets, hereafter to be known as:

PANORAMA VIEW SUBDIVISION, PHASES II

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S.0°05'41"W., 62.42 FEET ALONG THE SI
AND S.89°46'19"E., 22.00 FEET, FROM THE WEST ¼ CORNER OF
TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND M
RUNNING THENCE S.0°05'41"W., 345.00 FEET; THENCE S.89°46'1
FEET; THENCE S.0°14'22"E., 150.00 FEET TO THE NORTH RIGHT-
OF 975 NORTH STREET; THENCE ALONG SAID RIGHT-OF-WAY S.
70.91 FEET TO THE POINT OF A 21.00 FOOT RADIUS CURVE (C
N.30°53'04"W., 21.41 FEET), CONCAVE ON THE NORTHEASTERLY
ALONG THE ARC 22.46 FEET THROUGH A DELTA ANGLE OF 61°1
N0°14'22"W., 131.67 FEET; THENCE S.89°46'19"E., 140.00 FEET;
N.0°14'22"W., 345.00 FEET; THENCE N.89°46'19"W., 502.95 FEE
POINT OF BEGINNING.

CONTAINING 4.20 ACRES (INCLUDING PHASES II & III)
SERIAL NO. H-311-C-1-C & H-311-C-1-N

BASIS FOR BEARING: N. 0°05'41" E. BETWEEN THE SOUTHWEST C
WEST 1/4 CORNER OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE
SLB & M.

June 6, 2007
Date

Ferel L. Campbell
Ferel L. Campbell
332 West 400 South
Hurricane, Utah 84737

Mortgagee's Consent to Record

The undersigned, CTR Exchange, Mortgagee of Record of "Panorama
Subdivision", Phases II & III, does hereby consent to the Recordation
entitled project and joins in the dedication of public streets as note
joins in the conveyance of easements hereon.

In witness whereof I have set my hand this 26th day of Nove
A.D. 2007

CTR Exchange Services of Southern Utah
By:
Gregory K. Clark
Managing Member

Mortgagee's Acknowledgement

State of Utah } S.S.
County of Washington }

On this the 26th day of November A.D. 2007, personally appear
in said State of Utah, County of Washington, Gregory K. Clark, the s
above Mortgagee's Consent to Record who duly acknowledged to me
signed it freely and voluntarily and for the uses and purposes therei

My Commission Expires 2-16-09

Deeona L Cox
Notary Public
Residing in Washingto

NOTA
DEEC
147
Hurrica
MY COMM
STAT

Mortgagee's Consent to Record

The undersigned, Zions First National Bank, Mortgagee of Record of
Subdivision", Phases II & III, does hereby consent to the Recordation
entitled project and joins in the dedication of public streets as note
joins in the conveyance of easements hereon.

In witness whereof I have set my hand this 28 day of Nove
A.D. 2007

Zions First National Bank
By:
R.Craig DeMille

Mortgagee's Acknowledgement

State of Utah } S.S.
County of Washington }

On this the 28th day of December A.D. 2007, personally appeare
in said State of Utah, County of Washington, Craig DeMille, the signe
above Mortgagee's Consent to Record who duly acknowledged to me
signed it freely and voluntarily and for the uses and purposes therei

My Commission Expires 2-16-09

Deeona L Cox
Notary Public
Residing in Washingto

NOTARY PUBL
DEEONA L CO
147 N 870 W
Hurricane, UT 84
MY COMM EXP. 02
STATE OF UTA

GENERAL NOTES:

1. UTILITY EASEMENT REQUIRED: 10 feet wide along all lot boundaries adjacent to street right-of-ways, 7.5 feet along side and back property lines.

2. BUILDING SETBACKS: Front – 25'; Side – 10'; Rear – 20'; (Corner Lots: 25' in front, 20' on side toward street, 10' in rear, 10' on side opposite of street)

3. 2" brass cap to be set in asphalt for city street monuments.

4. All rear property corners will be set with a ½" rebar and plastic cap marked R.L.S. 4492. All front property corners will be drilled into top of C&G on 4.2 foot offset.

5. The 22 foot wide strip of property running between the western side of the subdivision and the existing 200 West St. right-of-way will be deeded to Hurricane City for for the widening of 200 West St. to the master planned street width of 58 feet, at no cost to the City, with the proviso that the City and/or SID will bear all costs associated with the street widening and improvements. The Subdivision CC&R's require the purchasers of lots 14, 15 & 16 to construct a block wall along their property line adjoining the future 200 West St. right-of-way. There will be no direct access allowed from the subdivision onto 200 West St. after the street improvements are completed.

6. Phase III lots will not be sold without prior written permission from Ash Creek Special District. Permission will be granted when Ash Creek Special Service District is satisfied that the lots are appropriatley connected to the existing District gravity sewer system via the 8" main, or have given approval for an alternative method of sewage treatment and/or disposal.

ASH CREEK SPECIAL SERVICE DISTRICT	PLANNING COMMISSION	CITY ENGINEER'S CERTIFICATE	CITY MANAGER'S CERTIFICATE	ATTORNEY APPROVAL	CITY COUNCIL APPROVAL
I HEREBY CERTIFY ON THIS THE 11th DAY OF June 2007, THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED.	APPROVED THIS THE 14th DAY OF June 2007, BY THE HURRICANE CITY PLANNING COMMISSION.	I HEREBY CERTIFY ON THIS THE 4th DAY OF June 2007, THAT THIS PLAT HAS BEEN EXAMINED AND DETERMINED TO BE CORRECT IN ACCORDANCE WITH INFORMATION ON FILE IN THIS OFFICE.	I HEREBY CERTIFY ON THIS THE ____ DAY OF ____ 2007, THAT THIS PLAT HAS BEEN APPROVED.	THIS PLAT OF PANORAMA VIEW SUBDIVISION IS APPROVED AS TO FORM ON THIS THE 25 DAY OF January 2007. 2008	THIS PLAT WAS ACCEPTED AND APPROVED BY THE HURRICANE CITY COUNCIL ON THIS THE 31st DAY OF June 2007 AS THE PANORAMA VIEW SUBDIVISION AND AS SUCH IS ORDERED TO BE FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER.
Darrin Vell	CHAIRPERSON, PLANNING COMMISSION	Wayne Thomas	Mark R. Fawcett		Thomas B. Hirschi
A.C.S.S.D. REPRESENTATIVE		CITY ENGINEER	CITY MANAGER	CITY ATTORNEY	MAYOR

PANORAMA VIE SUBDIVISION

PHASES II & III

RECORDED No.
DOC # 20080003353
Map (Conveying Property) Page 1 of 1
Russell Shirts Washington County Recorder
01/04/2008 08:00:24 PM Fee $ 62.00
By HALL CONNELL

COUNTY OF WASHINGTON
K6, INC.

BOOK: PAG

FEE $

COUNTY RECORDE

HURRICANE CITY
UTAH

SUMMARY

Item: Discussion and possible direction regarding the Sunwood Canyon Villas development.

Discussion: Canyon Villas is designed as an attainable housing option for Hurricane residents, with homes at approximately 1,100 square feet. Our primary focus is on long-term affordability for buyers, and to that end we would like to discuss:

1. Stick-Built vs. Manufactured Homes
    - Exploring the pros and cons of traditional stick-built homes versus manufactured homes in this project.
    - Understanding how each option impacts overall cost, neighborhood character, and long-term value for residents.
2. Separating Property Lines & Financing Affordability
    - Options for lot configuration and separating property lines to support lower financing prices.
    - Ensuring the structure of ownership supports more favorable financing terms so that the financial instruments remain accessible to buyers.
3. Permit Fees for Small Homes
    - Considering a reduction or adjustment in permit and impact fees for these smaller 1,100 sq. ft. manufactured homes.
    - Our intent is to pass any savings directly on to buyers so the homes remain as affordable as possible while still meeting the City's standards.

Our overall objective is to align Canyon Villas with the City's goals for attainable housing and to work collaboratively with your office and staff to make this project a meaningful part of Hurricane's housing solution. – James Jessop

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Ordinance 2025-22 Amending the Street Impact Fee.

Discussion: Hurricane City did an Impact Fee Study that was published in 2006 and the recommended fee at that time was $3,898 for residential, $336 per 1,000 sq ft for commercial, and $332 per 1,000 sq ft for Industrial.

Timeline of City Council:

5/6/2010 – approved ordinance changing the roads impact fee to $2,452 for residential, $198 per 1,000 sq ft for Commercial, and $196 per 1,000 sq ft for Industrial. (Council approved this at 63% of the recommended fees for residential, 59% for commercial and industrial).

7/ 5/2012- Council voted to stop doing the annual review and to stop using the Turner Index Inflation factor.

I have attached a spreadsheet that I made to show what the Turner Index Inflation would've looked like if Council approved the fees in 2008 (when it was first discussed to council) at 100% of the recommended fees to present.

Residential is in the blue highlight, commercial in pink/purple, and Industrial in green.

Residential with the inflation factor is at $6,493.26, Commercial at $559.71, and Industrial at $553.04.

On the right of the inflation table is the comparison with Washington and St. George.

- Residential is right in line with the two surrounding cities but we are proposing that this fee is no less than $3,898, original recommendation from the impact fee study, and no higher than $6,493.26, the original fee with the inflationary factor.
- Commercial we recommend $559.71, original impact fee proposal at 100% with the inflation factor.
    - This fee is still really low compared to $2,332 in Washington and $2,516 in St. George.
- Industrial we recommend $553.04, original impact fee proposal at 100% with the inflation factor.
    - This fee is still really low compared to $3,405 in Washington and $1,378 in St. George.

The bottom of the spreadsheet you will see a graph that I made from our revenues in impact fees collected and expenditures from impact eligible projects.

From 2008-2016 you can see that revenues and expenses were pretty close to each other and then in 2017-2018 we collected more than was spent.

From 2022-present projects have really taken off and I believe the new “norm” will show going forward that street impact projects will be over $2 million a year, from $1 million in years past.

We have over $81,620,000 in 100% impact fee eligible projects identified that will be needed in the future and depending on how growth comes, we will need to be updated in our capital facility and impact fee studies. – Paige Chapman

Findings:

Recommendation:

ORDINANCE 2025-22

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE, UTAH AMENDING THE STREET IMPACT FEE

WHEREAS the City has undertaken and previously adopted a Capital Facilities Plan and Impact Fee Analysis for road improvements in accordance with the Utah Impact Fee Act contained in Utah law that identifies the demands placed upon existing facilities and services by new development activity and the proposed means by which the City will meet those demands; and

WHEREAS the City Council finds and determines that the Capital Facilities Plan and Impact Fee Analysis establishes a need to impose impact fees on development activity in order to achieve an equitable allocation to the costs borne in the past and to be borne in the future; and

WHEREAS the City desires to assess and impose impact fees based upon the Capital Facilities Plan and Impact Fee Analysis and the analysis contained therein; and

WHEREAS pursuant to Ordinance No. 2012-06, the City Council postponed the imposition of the automatic annual impact fee adjustment based on inflation that was scheduled and assumed at the adoption of the Capital Facilities Plan and Impact Fee Analysis for road improvements; and

WHEREAS the City Council desires to adjust the current impact fee for road improvements to account for the inflation that has occurred since the adoption of the Capital Facilities Plan and Impact Fee Analysis;

WHEREAS a public hearing, after public notice as required by law, has been held by the Hurricane City Council on the 20th day of November, 2025 to take comments on modifications to the impact fee for road improvements pursuant to the Capital Facilities Plan and Impact Fee Analysis that was first approved on November 6, 2008, a copy of which has been available at the Hurricane City Office and the Hurricane Branch of the Washington County Library for a period of 10 days prior to such public hearing;

NOW, THEREFORE, BE IT HEREBY ORDAINED by the City Council of Hurricane, Utah as follows:

1. Based upon the analysis set forth in the Capital Facilities Plan and Impact Fee Analysis previously adopted, the City Council hereby adopts the impact fees for road improvements as set forth in Exhibit A.

2. In order to ensure that impact fees are imposed fairly and in order to respond to unusual circumstances in specific cases, the City may adjust the standard impact fee at the time the fee is charged. Such adjustment shall be made only upon specific written request to the City by persons subject to payment of such fees and after consideration of the matter by the City at a regular meeting of the Hurricane City Council.

3. The City may adjust the amount of impact fees to be paid on any specific development based upon studies and data submitted by the developer evidencing that the impact

fee imposed is unfair or not reasonably related to the impacts caused by such new development. The application to adjust fees, together with any supporting data and studies, shall be submitted to the City staff for review and recommendation to the City Council. Within 30 days, the City Council shall consider all pertinent information and make any adjustments deemed appropriate at a regular meeting of the City Council.

4. The City may grant to a developer who constructs facilities included in the Impact Fee Facilities Plan impact fee credits in accordance with Title 9, Chapter 6 of the Hurricane City Code.

5. The City will respond to a request by a state entity, school district, or charter school for an individualized review of the fees charged to their facilities. Said response shall be completed within 30 days of the request.

6. All fees received by the City pursuant to this Ordinance shall be used, accounted for, and, as appropriate, refunded, in compliance with Utah Code Title 11, Chapter 36, Impact Fees Act, Part 6, Impact Fee proceeds.

BE IT FURTHER ORDAINED that this ordinance shall take effect immediately from the date of adoption, as required by law.

PASSED AND APPROVED THIS 20th DAY OF NOVEMBER 2025.

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 20th day of November 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, Recorder

"EXHIBIT A"

Proposal	Residential	Per 1000 sq ft Commercial	Per 1000 sq ft Industrial	Turner Index Inflation
2008	$ 3,898.00	$ 336.00	$ 332.00	7.7%
2009	$ 4,143.57	$ 357.17	$ 352.92	6.3%
2010	$ 3,795.51	$ 327.17	$ 323.27	-8.4%
2011	$ 3,643.69	$ 314.08	$ 310.34	-4.0%
2012	$ 3,701.99	$ 319.10	$ 315.31	1.6%
2013	$ 3,779.73	$ 325.81	$ 321.93	2.1%
2014	$ 3,934.70	$ 339.16	$ 335.13	4.1%
2015	$ 4,107.83	$ 354.09	$ 349.87	4.4%
2016	$ 4,292.68	$ 370.02	$ 365.62	4.5%
2017	$ 4,498.73	$ 387.78	$ 383.17	4.8%
2018	$ 4,723.67	$ 407.17	$ 402.32	5.0%
2019	$ 4,988.19	$ 429.97	$ 424.85	5.6%
2020	$ 5,262.54	$ 453.62	$ 448.22	5.5%
2021	$ 5,357.27	$ 461.79	$ 456.29	1.8%
2022	$ 5,459.06	$ 470.56	$ 464.96	1.9%
2023	$ 5,895.78	$ 508.20	$ 502.15	8.0%
2024	$ 6,249.53	$ 538.70	$ 532.28	6.0%
2025	$ 6,493.26	$ 559.71	$ 553.04	3.9%
Current Fee	$ 2,294.00	$ 198.00	$ 196.00	
Proposed	$ 6,493.26	$ 559.71	$ 553.04	
	283%	283%	282%	

Residential

	Hurricane	Washington	St. George
	$ 2,294.00	$ 2,332.00	$ 2,188.00
Recommended no less than	$ 3,898.00		
Recommended no higher than	$ 6,493.26		

The Impact Fee study done in 2006 recommeded $3,898 for residential and City Council approved a Turner Inflation percent to be added to this every year, this was paused in 2012. If council approved the fee at 100% in 2008 and continued using the fee, the impact fee would be at $6,493.26 today. It is recommended to use these two numbers as a gauge for the impact fee.

Commercial

3,890

	Hurricane	Washington	St. George
Cost per unit (1,000 sq ft)	$ 198.00	$ 2,332.00	$ 2,516.00
Total Impact Fee Collected	$ 770.22	$ 9,071.48	$ 9,787.24
Recommended cost per sq ft.	$ 559.71		
	$ 2,177.27		

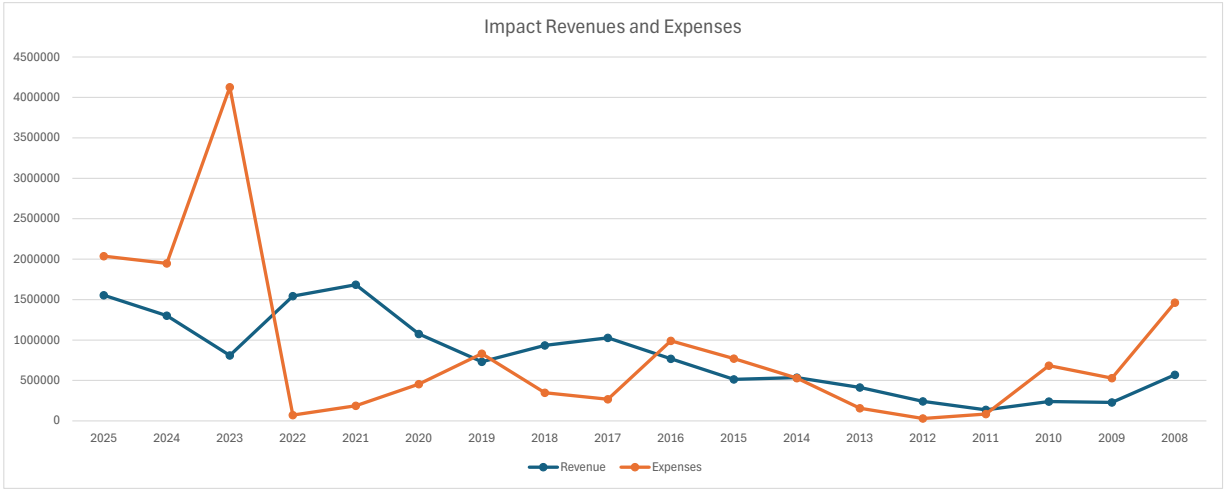
I used an example from Washington City's Impact Fee Study of an office building at 3,890 sq ft x the cost per 1,000 sq ft to see what the totels would be. We are extremely low compared with the surrounding communities.

Industrial

3,890

	Hurricane	Washington	St. George
Cost per unit (1,000 sq ft)	$ 196.00	$ 3,405.00	$ 1,378.00
Total Impact Fee Collected	$ 762.44	$ 13,245.45	$ 5,360.42
Recommended	$ 553.04		
	$ 2,151.33		

Using a similiar example from above I took an industrial building at 3,890 sq ft x the cost per 1,000 sq ft to see what the totels would be. We are extremely low compared with the surrounding communities.



	Revenue	Expenses	
2025	$ 1,554,381.96	$ 2,037,281.31	$ (482,899.35)
2024	$ 1,301,148.03	$ 1,947,269.65	$ (646,121.62)
2023	$ 809,660.23	$ 4,127,441.60	$ (3,317,781.37)
2022	$ 1,542,890.86	$ 71,867.33	$ 1,471,023.53

2021	$ 1,684,109.53	$ 187,190.31	$ 1,496,919.22
2020	$ 1,075,311.07	$ 454,109.23	$ 621,201.84
2019	$ 731,915.05	$ 830,545.33	$ (98,630.28)
2018	$ 934,856.19	$ 349,332.80	$ 585,523.39
2017	$ 1,027,847.10	$ 268,564.15	$ 759,282.95
2016	$ 769,427.41	$ 991,294.42	$ (221,867.01)
2015	$ 512,881.85	$ 771,362.37	$ (258,480.52)
2014	$ 535,900.00	$ 528,988.28	$ 6,911.72
2013	$ 414,249.48	$ 157,122.17	$ 257,127.31
2012	$ 241,560.00	$ 29,740.20	$ 211,819.80
2011	$ 136,674.00	$ 86,172.53	$ 50,501.47
2010	$ 238,728.00	$ 683,796.35	$ (445,068.35)
2009	$ 227,978.00	$ 530,123.64	$ (302,145.64)
2008	$ 571,197.00	$ 1,462,147.35	$ (890,950.35)
	$ 14,310,715.76	$ 15,514,349.02	$ (1,203,633.26)

Residential Impact fees, how the other city's calculated their fees.

pg. 6 projected that Washington City will experience approximately 5,166 SFE units of growth over the next 6 years.

Projects in 6 years		
$12,047,360	5,166	$2,332.05

Transportation IFA

pg. 5 Based upon the methodology used above it is projected that St. George City will experience approximately 14,030 SFE (Single Family Equivalent) units of growth over the next six years.

Projects in 6 years		
$30,699,028	14,030	$2,188.10

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of right-of-way acquisition by Hurricane City on the 2400 West corridor.

Discussion: Hurricane City has approved a preliminary plat for the Southern Dunes project. The proponents of the project have completed construction drawings and are only 1 step away from meeting all requirements for commencing construction. The right-of-way for 2400 West is not adequate to accommodate a standard 32-foot wide paved roadway. The necessity and requirement for this paved access is a situation that is similar to the second access issue that exists in Pecan Valley. There are over 200 units that have been approved in the area, including final plats and building permits for Southern Shores, and Cordero, and a preliminary plat for Southern Dunes. The proponents for the Southern Dunes project, in order to get a final plat approval and notice to proceed for construction, have been tasked with paving 2400 West from 3000 South down to their project, which also includes acquisition of right-of-way on the East side of the road along the Hurricane Enterprises, LTD property frontage. They have acquired an appraisal to determine fair market value and paid for a survey to get the alignment staked. They have offered to pay the appraised value to the property owner and have had phone and email conversations to negotiate and answer questions. The project proponents for Southern Dunes feel they have negotiated in good faith and have yet to make a deal with the property owner. This agenda item has been requested by the project proponent of the Southern Dunes to get the City's help to acquire the necessary right-of-way for masterplanned 2400 West. – Arthur LeBaron

Findings:

Recommendation:

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of Zone Change Amendment Ordinance No. ZC25-22, a proposed zone change located at 340 N Park View Dr. from Single Family Residential R1-8 to Multiple Family RM-1; parcel H-4-1-36-2000; PM Development Corp.

Discussion: The applicant is requesting a zone change from Single Family Residential R1-8 to Multiple Family RM-1 on approximately 4.5 acres of a larger 25-acre parcel located at 340 N Park View Drive with the intent of constructing detached single-family residences in a multifamily zone. The development standards and setbacks in a multifamily zone would allow more flexible development for a single-family project than in the typical single-family zones. A public hearing on the proposed zone change was held at the November 13, 2025, Planning Commission meeting and 5 public comments were made in objection to the application, and 1 written comment was received. The objections voiced ranged from concerns about low-income and multifamily housing, obstruction of views, incompatibility with the General Plan, and potential increases in traffic congestion. The Planning Commission shared concerns that the request for a multifamily zone is not consistent with the single-family General Plan designation. The applicant also proposes to enter into a development agreement with the city to restrict development to single-family homes and to prohibit multifamily buildings, which the Commission was reticent to consider. The Planning Commission's decision was to recommend denial of the RM-1 zone, and instead, that the City Council consider approval to rezone the property to Single Family Residential R1-6 with the standard setbacks. The vote was unanimous.

Property Information
Property Size – approx. 4.5 acres
Current Zoning – R1-8
General Plan – Single Family
Existing Development – Vacant land
Parcel No. H-4-1-36-2000

Findings: In making a decision to approve or deny a zone change amendment, the following factors should be considered:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? The General Plan Map shows this area as "Single Family," and the proposed RM-1 multifamily zone does not conform with this land use designation. While under strict adherence to the General

Plan, multifamily uses would not be compatible with the existing adjacent single-family residential development, but a project limited to single-family homes could be considered conforming. A less intense, single-family use of a multifamily zone would potentially allay concerns about incompatible high density adjacent to existing single-family residences.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? Single-family development could be considered compatible with surrounding area.

3. Will the proposed amendment adversely affect the adjacent property? The proposed zone change is not anticipated to adversely impact the area if development is limited to single-family homes.

4. Are public facilities and services adequate to serve the subject property? Services and public facilities are adequate to support any future development.

Recommendation: While staff does not find that the proposal completely satisfies the four considerations for a zone change, the concerns regarding General Plan conformance and compatibility with neighboring developments could be sufficiently mitigated through a development agreement requiring that the property be developed with single-family homes. – Gary Cupp

Hurricane City Application

Application Accepted Date: 10/08/2025

Type of Improvement: Zone Change Application

Description:

Tenant / Project Name: PM Dev Corp / Park View Dr

Bldg. Address: 340 N Park View Dr

City: Hurricane City State: UT Zip: 84737

Subdivision: Phase:

Block: Lot #: Parcel ID #: H-4-1-36-2000

Zone: R1-8

Property Owner: PM Dev Corp

Permit Contact: Chase Stratton P:(435) 773-3666

Email: chase.stratton@interstaterock.com

CONTACT INFORMATION

General Contractor: PM Dev Corp

License #: P:

City: State: Zip:

Email:

APPLICATION DETAILS

Valuation	$ 0.00

PERMIT FEES

Planning Fee	$ 500.00
Planning Fee	$ 500.00
Sub Total:	**$ 500.00**
Permit Total:	**$ 500.00**
Amount Paid:	**$ 500.00**
Remaining Due:	**$ 0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC25-22

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Chase Stratton

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #: 7.000749443-10/08/25

DRAFT

PM Dev Corp - RM-1 Zone Change Narrative

The property in question sits behind a storage unit complex and is oddly shaped for development. We are asking for an RM-1 zoning to provide a more affordable housing product and have more flexible lot layouts for the property.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

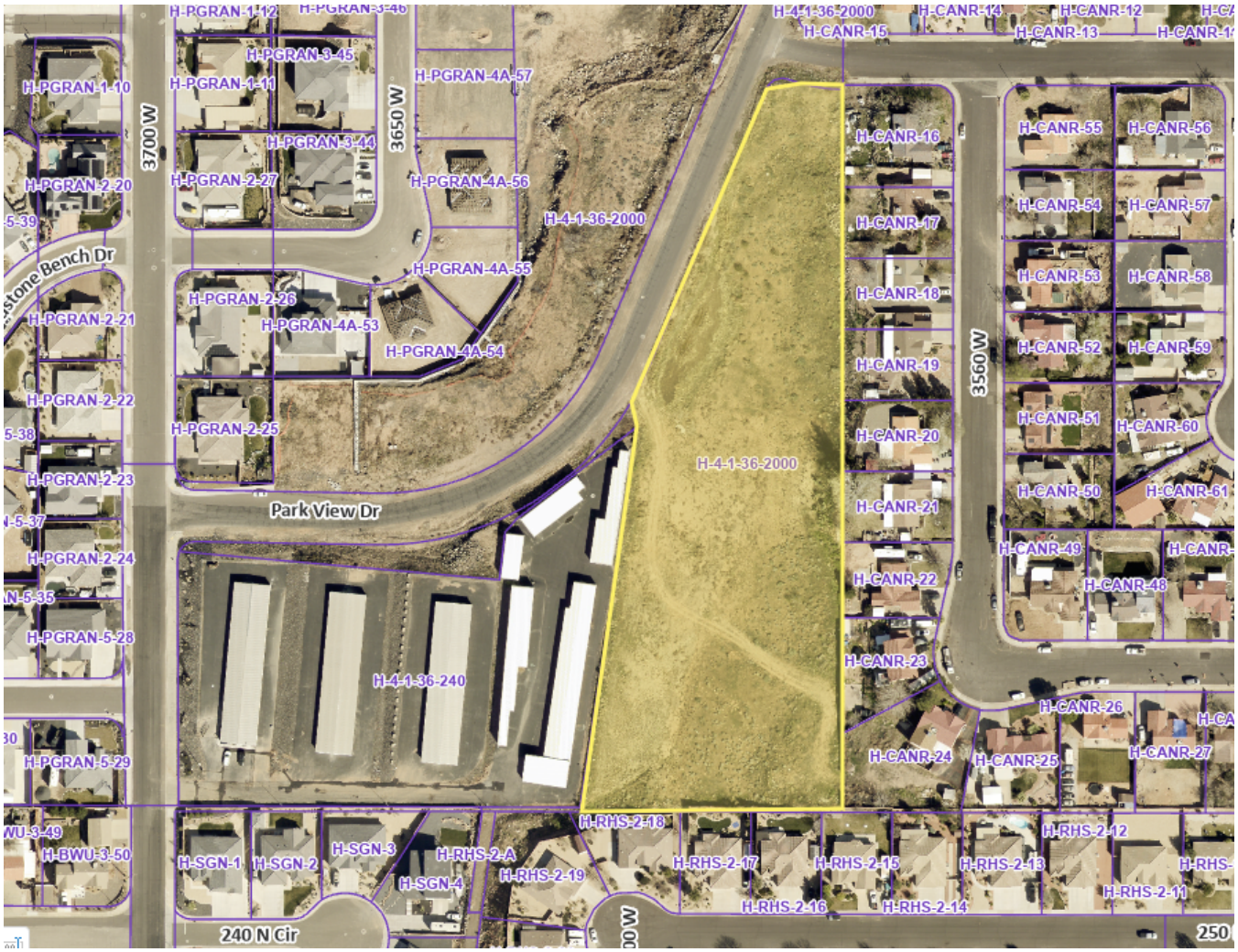
Agenda Date:	**11/13/2025 - Planning Commission**
Application Number:	ZC25-22
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	PM Dev Corp
Agent:	Chase Stratton
Request:	Approval of a Zone Change from R1-8 to RM-1
Location:	340 N Park View Dr
Zoning:	R1-8
General Plan Map:	Single Family
Report Prepared by:	Fred Resch III

Discussion:

The applicant is requesting a zone change from Single Family Residential (R1-8) to Multiple Family Residential (RM-1) for an approximately 4.5-acre property located along Park View Drive, east of Grandpa's Pond, between existing residential uses and commercial storage facilities. The applicant initially sought a rezone to the R1-4 zoning; however, that request was rejected due to restrictions on adjacent zoning districts as outlined in HCC 10-13-4(A). The application was subsequently resubmitted under the RM-1 zoning designation.

The applicant has indicated to staff that their intent remains focused on smaller single-family lots despite the change in the requested zoning classification. It should be noted, however, that unless otherwise limited through a development agreement, all uses permitted within the RM-1 district would be allowed upon approval of the zone change.

	Zoning	Adjacent Land Use
North	R1-8	Single family homes and undeveloped property (future phases of Parkside at Grandpas Pond subdivision)
East	R1-10	Single family homes
South	R1-10	Single family homes
West	GC	Storage facilities



Vicinity Map

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

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

Response: The Future Land Use Map shows this area as a Single Family. The 2020 General Plan defines Single Family as follows:

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

This proposed zone change is not consistent with the current General Plan Land Use Map designation for the property, although density-wise, R1-6 and RM-1 are functionally identical. However, the applicant has indicated an intent to maintain consistency with the overall goals of the General Plan by

developing the site with single-family homes, albeit at a higher density than what is presently permitted under the existing General Plan designation. To reiterate, the General Plan is not a binding mandate, and while multifamily uses would not be compatible with the existing adjacent residential development under strict adherence to the General Plan, a project limited to single-family homes could be considered conforming.

Although the proposed zone change does not align with the density or land use patterns envisioned in the Future Land Use Map, several General Plan policies may nonetheless be relevant and supportive of the applicant's proposal.

1.5. Medium and high density residential developments should be planned near support facilities such as collector and arterial roads, schools, shopping, and employment centers.

1.6. Medium and high density residential developments should be planned and designed to minimize impacts to nearby existing developments, while providing high-quality, attractive housing options.

Although the proposed RM-1 zoning exceeds the density shown on the Future Land Use Map, the development could still align with General Plan policies by providing well-designed single-family homes near supporting community facilities and infrastructure.

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

Response: The adjacent properties consist of commercial storage facilities on the west, and single-family homes nearby to the east and south. As discussed in response #1 above, using a strict interpretation of General Plan conformance, the requested zone change does not comply, but staff finds that the applicant's proposal consisting of single-family homes would be appropriate, and it would maintain compatibility with nearby land uses, but a development agreement would be needed to assure only single-family development would be allowed.

3. Will the proposed amendment adversely affect the adjacent property?

Response: Due to the surrounding development patterns, all access to the property will be via Park View Drive, which connects to 3400 West and 3700 West. Park View Drive is designed to accommodate higher traffic volumes and functions similarly to a minor collector road. Therefore, the proposed development is not expected to create significant traffic impacts beyond the capacity of the existing roadway network. Additionally, the property is mostly topographically lower than the majority of the neighboring residences, which should mitigate perceived impacts on the neighboring residences.

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

Response: Yes. Most of the area is already developed although improvements on Park View Drive will be needed. The Joint Utility Committee had no concerns with overall utility availability.

JUC Comments

Public Works: Access issues. Water looping. Drainage concerns.

Power: No concerns.
Water: No comment.
Streets: No comment.
Sewer: No comment.
Engineering: Development standards for an RM-1 development (parking lot and drive aisles) instead of R1-8 development standards (public street and individual driveways) would better realize potential units (HCC 10-34-8(B&C)). It appears the number of potential units based on gross area are similar. It seems this peninsula area (the small strip between Park View Drive and the storage units) should be made GC to match the adjacent development. An existing cross gutter at 360 N & Park View Drive is substandard. Cross gutter should be replaced with a standard 8' cross gutter or storm drain pipe and the curb and gutter should continue from where it currently exists in 360 N for a proper drainage solution. Park View Drive is a 58' wide public right of way (document 20150024426). Road improvements are incomplete. Whatever develops this remainder of H-4-1-36-2000 should make arrangements for the south side of park view drive to be constructed (between 3700 W & 360 N). Another remainder of parcel H-4-1-36-2000 seems to be occupied by the neighboring property owner. Finishing road improvements and merging said remainder with the neighbor or making it an amenity for the proposed zone change area should be arranged (HCC 10-39-7(C)(9)).
Fire: Approved.
Gas: Okay.
Fiber: No comment.
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.

Other Considerations

1. The property encompasses approximately 4.5 acres, which, under the permitted densities of the RM-1 zoning district, could allow for up to 27 dwelling units. The specific site layout has not yet been determined; however, the property's irregular shape and existing topographic constraints relative to adjacent properties may limit the achievable unit count. These factors, particularly if the applicant proceeds with a single-family housing concept, are likely to result in a lower overall density than the maximum permitted.

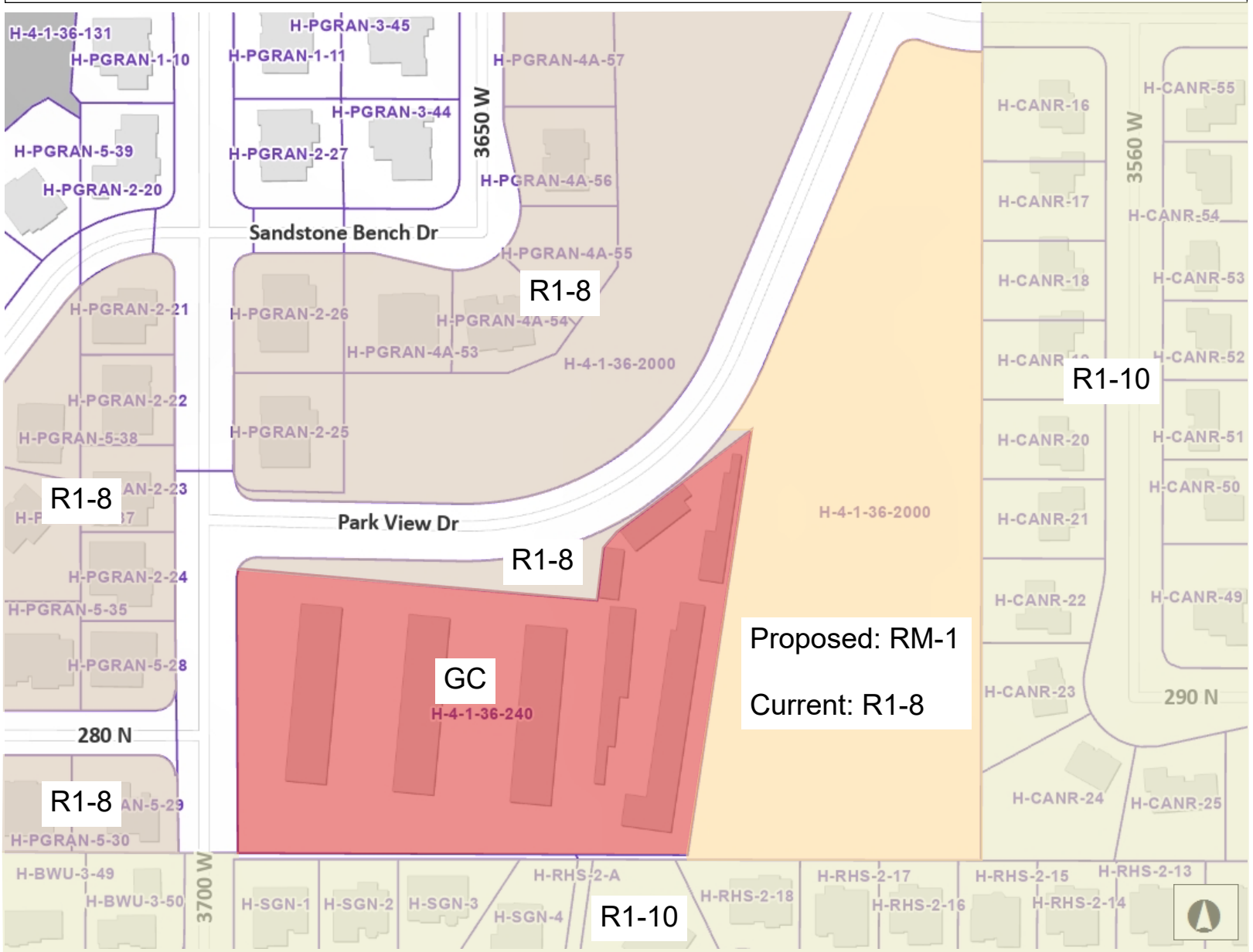
Findings: Staff makes the following findings:

1. The requested zoning amendment to RM-1 does not conform with the General Plan's Future Land Use Map, but the proposed single-family development could be considered conforming, and could also meet several goals and policies within the General Plan.
2. The proposed amendment can be determined to be in harmony with the overall character of the existing development if only single-family homes are allowed.
3. The proposed amendment is unlikely to have any adverse impacts on adjacent properties due to the shape of the property and the elevation differential with the existing development.
4. Public facilities are adequate.

Recommendation: The Planning Commission should review the proposed zone change in accordance with the applicable standards outlined in the Hurricane City Code, consider any public comments received during the public hearing, and provide a recommendation to the City Council. While staff does

not find that the proposal, as currently presented, adequately satisfies the four considerations for a zone change, the identified concerns could be mitigated through a development agreement requiring that the property be developed with single-family homes.

H-4-1-36-2000 - Zoning





Legend

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

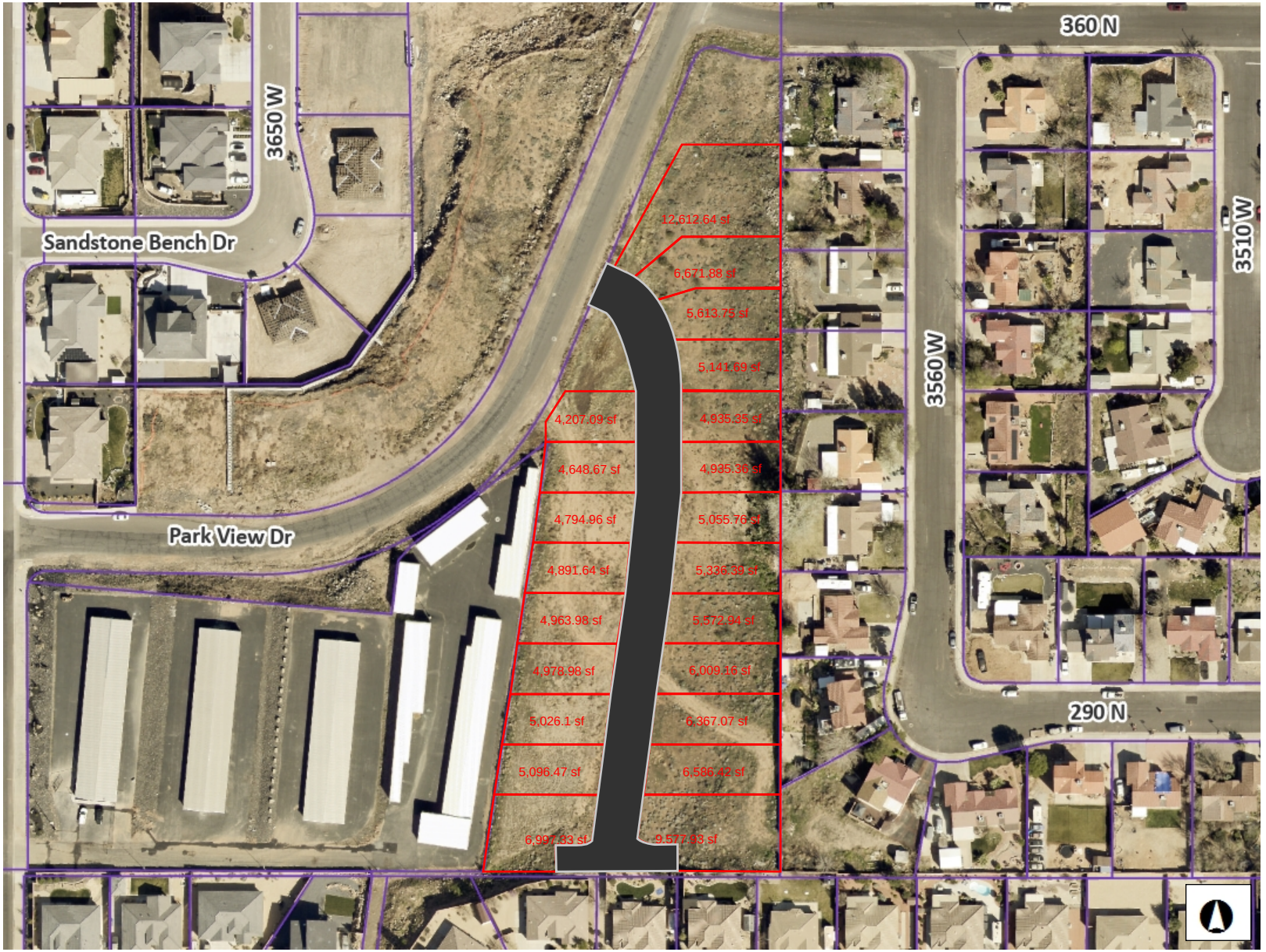
Notes

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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

Zone Change H-4-1-36-2000





Legend

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

Notes

376.2 0 188.08 376.2 Feet

WGS_1984_Web_Mercator_Auxiliary_Sphere

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ORDINANCE NO ZC25-22

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-4-1-36-2000 FROM SINGLE FAMILY RESIDENTIAL 8 (R1-8) TO MULTIPLE FAMILY RESIDENTIAL 1 (RM-1)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

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 an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a positive recommendation on the proposed zone change.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

That parcel H-4-1-36-2000 be rezoned from Single Family Residential 8 (R1-8) to Multiple Family Residential 1 (RM-1).

PASSED AND APPROVED on this 20th day of November 2025.

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 20th day of November 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of **Zone Change Amendment Ordinance No. ZC25-20**, a proposed zone change located at 804 S 180 W from Residential Agricultural RA-1 to Single Family Residential R1-10; parcel H-3-2-3-1221.

Discussion: The applicant is requesting a zone change from Residential Agricultural RA-1 to Single Family Residential R1-10 on approximately 0.33 acres located at 804 S 180 W. A public hearing on the proposed zone change was held at the November 13, 2025, Planning Commission meeting and no comments or objections to the zone change were received. The Planning Commission discussed the proposal and expressed overall support of the zone change, and voted unanimously to recommend approval subject to staff and JUC comments.

Property Information
Property Size – approx. 0.33 acres
Current Zoning – RA-1
General Plan – Rural Residential
Existing Development – 1 single-family residence
Parcel No. H-3-2-3-1221

Findings: In making a decision to approve or deny a zone change amendment, the following factors should be considered:

1. Is the proposed amendment consistent with the City's General Plan's goals, objectives, and policies? The General Plan Map shows this area as "Rural Residential." While the proposed zone change may not be consistent with the Future Land Use Map since the area was specifically redesignated as Rural Residential in 2024; however, the request could be interpreted as supporting one of the General Plan's stated goals to preserve and facilitate the continuation of existing agricultural uses by allowing the applicant to separate the residential portion of the property from the actively farmed land.

2. Is the proposed amendment harmonious with the overall character of existing development in the subject property's vicinity? The subdivision across the street (180 W) from this property is zoned R1-10, and many are about the same size as this is proposed to be. The houses to the south are zoned RA-

1 but are closer to half an acre in lot size. Overall, this would be harmonious with the surrounding development.

3. Will the proposed amendment adversely affect the adjacent property? The requested zone change would only allow a lot split of the single-family home from the remaining agricultural field, which is not anticipated to have any adverse effects on adjacent properties

4. Are public facilities and services adequate to serve the subject property? Services and public facilities are adequate to support the proposed zone change.

Recommendation: Staff finds that the request supports the goals and objectives of the General Plan, and adequately meets the required code considerations for a zone change, and therefore recommends approval. – Gary Cupp

Hurricane City Application

Application Accepted Date: 10/28/2025

Type of Improvement: Zone Change Application

Description: Requesting a zone change for an existing home to s

Tenant / Project Name: Zone Change - Maag Family Trust Zone Change Request

Bldg. Address: 804 S 180 W

City: Hurricane City State: UT Zip: 84737

Subdivision: NA Phase: NA

Block: Lot #: NA Parcel ID #: H-3-2-3-1221

Zone: RA-1

Property Owner: Maag Family Trust

Permit Contact: Kyson Spendlove P:(435) 705-9794

Email: kyson.spendlove@interstaterock.com

CONTACT INFORMATION

Engineer of Record: Kyson K. Spendlove

Email: kyson.spendlove@interstaterock.com P: (435) 705-9794

General Contractor: Kyson Spendlove

License #: 227139-5501 P: (435) 705-9794

Address: 42 South 850 West

City: Hurricane State: UT Zip: 84737

Email: kyson.spendlove@interstaterock.com

APPLICATION DETAILS

Valuation	$	0.00

PERMIT FEES

Planning Fee	$	500.00
Planning Fee	$	500.00
Sub Total:	**$**	**500.00**
Permit Total:	**$**	**500.00**
Amount Paid:	**$**	**500.00**
Remaining Due:	**$**	**0.00**

APPROVALS	DATE	INFO

Setbacks	Front:	Rear:	Left:	Right:
Min.				
Actual:				

APPLICATION NUMBER: PLANZC25-20

This permit becomes null and void if work or construction authorized is not commenced within 180 days, or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I here-by certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be compiled with whether specified herein or not the granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or the performance of construction and that I make this statement under penalty of perjury. Maintenance Deposit is refundable after final inspection if: 1) site is kept clean 2) building is NOT occupied prior to final inspection and issuance of Certificate of Occupancy.

Applicant Name: Kyson K. Spendlove

Signature of Applicant/Authorized Agent or Owner: Date:

Application Approved By: Date:

Application Issued By: Date:

Receipt #:

DRAFT

Project Narrative - Zone Change: Maag Family Trust Property

Hurricane City Planning Department

Detail	Description
Parcel Number	H-3-2-3-1221
Property Owner	The Maag Family Trust
Property Address	804 South 180 West, Hurricane, UT 84737
Existing Zoning (Entire Parcel)	RA-1 (Residential Agricultural - 1 acre minimum)
Proposed Zoning (Portion)	R1-10 (Residential Low Density - 10,000 sq ft minimum)
Proposed Area for Rezone (Approximate)	The area surrounding the existing dwelling, approximately 0.33 acres (as detailed on the Preliminary Zone Change Map).

1. Project Background and Objective

The Maag Family Trust owns and utilizes the subject property, Parcel H-3-2-3-1221, which currently contains both a single-family dwelling and significant agricultural land. The existing zoning for the entire parcel is RA-1 (Residential Agricultural).

The primary objective of this application is to execute a **minor zone change** for a specific portion of the parcel that encompasses the existing residential structure and its immediate yard area. This change is necessary to achieve two distinct goals: **family property transfer** and **long-term agricultural preservation**.

2. Justification for Zone Change

A. Separation of Residential and Agricultural Uses

The current single-parcel configuration combines an active, long-term family farming operation with a residential dwelling. To ensure the continuity and security of the farming

activities, and to facilitate a planned inter-family transfer of the home, a clear legal and zoning separation is required.

The proposed R1-10 lot will formalize the residential portion of the property, creating a standard, compliant lot size for the dwelling. The remaining, larger portion of the parcel will retain the RA-1 designation, safeguarding its ability to be farmed long-term without conflict from the newly defined residential use.

B. Facilitation of Family Transfer

This zone change and either a lot line adjustment or lot split is a prerequisite for a family member to purchase the existing house and reside there. Rezoning the approximately 0.33-acre portion of land to R1-10 makes the residential portion conform to a standard low-density residential zoning, which is more appropriate for a non-agricultural home lot than the existing large-parcel RA-1 designation for many reasons:

1. The existing home has an existing yard with a hard line between the yard and the farm as depicted in the map. Additional images are also attached that show the defined line that transitions from standard grass and a shed to an orchard with orchard grass and irrigation risers. The intent would be to separate the property East of the risers as depicted so as to not have to relocate the risers outside the house property boundary.







2. Due to farm use on the remaining property the family is asking that a 56’ wide access remain from 180 West into the remaining farm property. This would keep an existing garage and roadway along 180 West as part of the farm to allow for access with farm equipment.

C. Compatibility with Surrounding Area

The proposed R1-10 lot size is approximately 0.33 acres, which is well above the 10,000 sq ft minimum required by the R1-10 zone. This density is consistent with surrounding properties in the area. The retention of the RA-1 zoning on the larger agricultural portion is compatible with the historical and desired rural-agricultural character of the vicinity.

As it pertains to surrounding properties and their current zone all subdivisions to the east are zoned as R1-10. Property directly to the west is currently zoned as RA-1 with a subdivision zoned at R1-15 just behind that. To the north there is a subdivision that is zoned as R1-10 along with properties to the south varying in zoning from R1-15 to RA-1.

Along with the zoning the intent is to match property lines with homes to the south, allowing for a similar feel along 180 west while maintaining an agricultural feel due to the farm behind the homes.

3. Impact Analysis

Category	Description of Impact
Traffic	No anticipated increase in traffic. The use is changing from a single family residence within a large agricultural parcel to a single-family residence on a dedicated residential lot. No new dwellings are proposed or planned.
Utilities/Infrastructure	No impact. All utility connections (water, sewer, power) are already established and connected to the existing dwelling. The zone change simply adjusts the zone boundaries of the existing home and yard.
Aesthetics/Character	The aesthetic character of the property will not change, as the house already exists and the farmland will continue to be

	farmed. The change provides clarity between the two distinct uses.
Future Development	This action prevents potential future pressure to develop the agricultural portion of the land into residential units, as the owner is committed to retaining the majority of the parcel for long-term farming purposes.

4. Conclusion

The proposed zone change is a minor adjustment intended to separate the existing dwelling from the agricultural land for the purposes of a family transaction and the long-term preservation of farming on the remaining acreage. The proposed R1-10 zoning for the residential portion is appropriate, compatible, and promotes orderly development by clearly defining the residential and agricultural uses within the existing parcel. The applicant respectfully requests approval of this zone change.

Submitted by: Mark Maag - The Maag Family Trust (Applicant/Owner)
Date: 10/27/2025

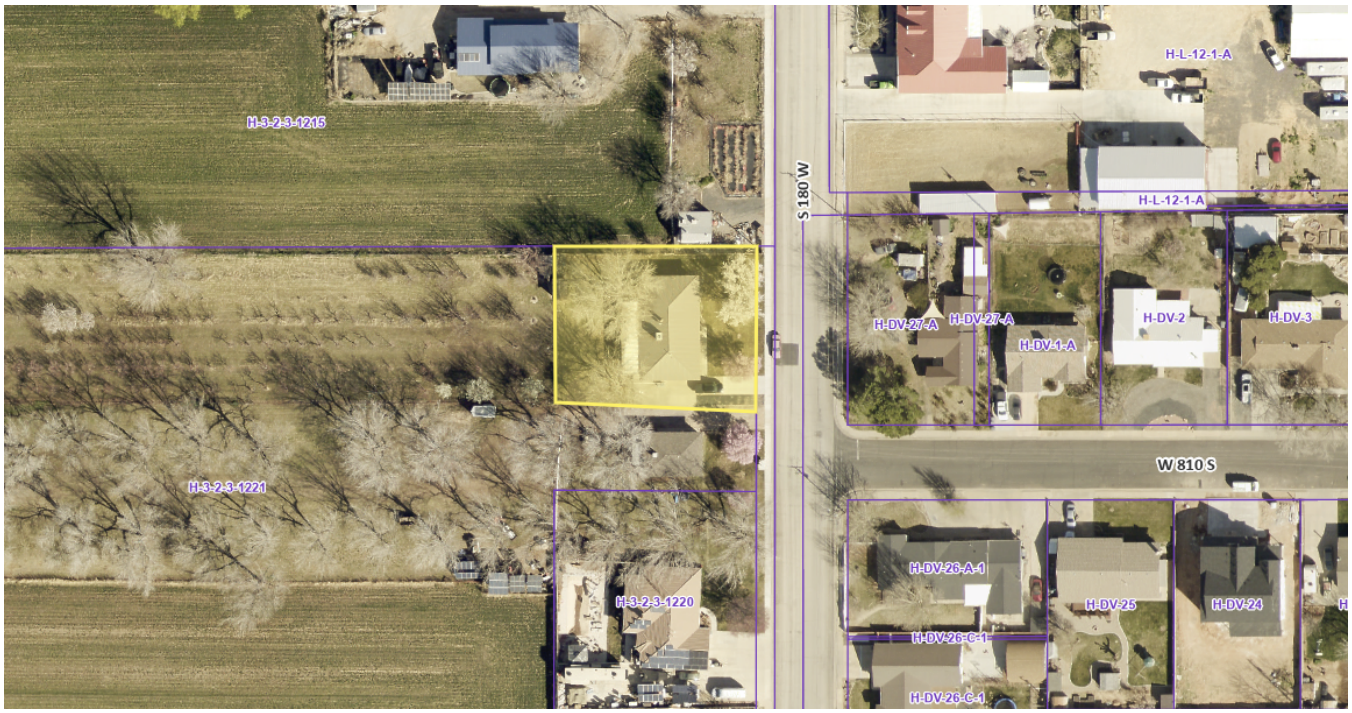
PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**11/13/2025 - Planning Commission**
Application Number:	ZC25-20
Type of Application:	Zone Change Amendment
Action Type:	Legislative
Applicant:	Maag Family Trust
Agent:	Kyson Spendlove
Request:	Approval of a Zone Change from RA-1 to R1-10.
Location:	804 S 180 W
Zoning:	RA-1
General Plan Map:	Rural Residential
Recommendation:	Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion:
The applicant is requesting a zone change from Residential Agricultural 1 (RA-1) to Single Family Residential 10 (R1-10) on approximately 0.33 acres of an existing six-acre parcel that currently contains a residence, garage, and associated farm fields. The area proposed for rezoning encompasses the existing house and garage. The applicant's intent is to subdivide the residence from the remaining agricultural property, maintaining agricultural zoning for the rest of the parcel. The proposed division generally follows the existing transition between residential and agricultural use on the site.

	Zoning	Adjacent Land Use
North	RA-1, R1-10	Single family homes and agricultural use
East	R1-10	Single family homes
South	RA-1	Single family homes
West	RA-1	Agricultural use



Vicinity Map

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 Future Land Use Map shows this area as Rural Residential. The 2020 General Plan defines Rural Residential as follows:

Serves as transition from agricultural to traditional neighborhoods or commercial uses. Appropriate densities for this land use include from one unit/40 acres to RA-0.5 and RA-1.

This proposed zone change is not consistent with the Future Land Use Map, and the area was specifically redesignated as Rural Residential in 2024. However, the request could be interpreted as supporting one of the General Plan's stated goals to preserve and facilitate the continuation of existing agricultural uses by allowing the applicant to separate the residential portion of the property from the actively farmed land. From one perspective, the proposed zone change may be viewed as a reasonable adjustment that supports the long-term viability of agricultural operations while formalizing an existing residential use. Alternatively, because the request is not consistent with the adopted Future Land Use Map, it could also be considered premature or inconsistent with the City's broader land use planning objectives.

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

Response: The subdivision across the street (180 W) from this property is zoned R1-10, and many are about the same size as this is proposed to be. The houses to the south are zoned RA-1 but are closer to half an acre in lot size. Overall, this would be harmonious with the surrounding development.

3. Will the proposed amendment adversely affect the adjacent property?

Response: The requested zone change would only allow a lot split of the single family home from the remaining agricultural field. This will not have any adverse effects on adjacent property.

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

Response: Yes. Most of the area is already developed. The JUC had no concerns with overall utility availability.

JUC Comments

Public Works:
Power: No concerns.
Water: Does this fall under creating-a-new-subdivision rules (3 lots)?
Streets: No comment.
Sewer: A new sewer service will need to be installed when the larger lot is developed.
Engineering:
Fire: Approved.
Gas: Okay.
Fiber: Will need PUE in the future.
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.

Other Considerations

1. The applicant is requesting an R1-10 zoning designation for a 14,576.52-square-foot portion of the property. Because the R1-15 zone requires an average lot size of 15,000 square feet, and the remaining 5.7-acre parcel would result in an overall average significantly above that threshold, an R1-15 designation could also be considered appropriate for the zone change. However, the R1-10 designation would be more consistent with the existing development pattern across the street, and neither option would allow further subdivisions of the property.

Findings: Staff makes the following findings:

1. The proposed amendment is not compatible with the General Plan's Future Land Use Map, although an argument can be made that it meets the intent and goals.
2. The proposed amendment is in harmony with the overall character of the existing development.
3. The proposed amendment is considered too minor of a change to have any adverse impacts on adjacent properties.

4. Public facilities are adequate.

Recommendation: The Planning Commission should review the proposed zone change based on the applicable standards within the Hurricane City Code and consider any public comments received at the public hearing for the item and make a recommendation to the City Council. In this case, due to the fact that this zone change application meets at least three of the code considerations, and the minor scale of the request, staff recommends approval.

PARCEL NUMBER: H-3-2-3-1221
PROPERTY OWNER: THE MAAG FAMILY TRUST
OWNER ADDRESS: 804 SOUTH 180 WEST, HURRICANE, UT 84737

0 60 120 Feet

LEGAL DESCRIPTION FOR PARCEL H-3-2-3-1221:

HURRICANE FIELD SUR BLK 8 (H) Lot: 18 LOT 19 & N 2.06 AC LOT 18 BLK 8 HFS.

LESS:ELY 12.50 FT.

LESS:BEG S89*49'44 W ALG L/L 12.50 FT & S0*15'14 W PRL TO L/L 311.18 FT FM NE COR LOT 19 TH S0*15'14 W 155.58 FT; TH S89*48'55 W 135.80 FT; TH N0*15'14 E 155.59 FT; TH N89*49'12 E 135.80 FT TO POB.

LESS:BEG S89*49'44 W ALG L/L 12.50 FT & S0*15'14 W PRL TO L/L 155.59 FT FM NE COR LOT 19 BLK 8 HFS TH S0*15'14 W 155.59 FT; TH S89*49'28 W 135.80 FT; TH N0*15'14 E 155.60 FT; TH N89*49'28 E 135.80 FT TO POB

**AS DOCUMENTED FROM THE WASHINGTON COUNTY WEBPAGE.

PORTION OF PARCEL FOR PROPOSED ZONE CHANGE:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL H-3-2-3-1221 AND RUNNING SOUTH 01*06'32" WEST ALONG THE ROW LINE 107.80 FEET; THENCE NORTH 88*31'22" WEST 135.81 FEET; THENCE NORTH 01*06'32" EAST 106.87 FEET; THENCE SOUTH 88*54'40" EAST 135.80' BACK TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF PARCEL H-3-2-3-1221. CONTAINING 0.33 ACRES.

**REFERENCING THE GIS PARCEL LINE WORK.



LEGEND		
DEFINITION	EXISTING	PROPOSED
HATCH TYPES		
R1-15		
R1-10		
RA-1		

*ALL LINEWORK AND ADJUSTED DESCRIPTIONS ARE REFLECTIVE OF THE COUNTY GIS LINEWORK FROM THE WASHINGTON COUNTY GIS MAP. ALL PARCEL DESCRIPTIONS ARE REFLECTIVE OF THE PARCEL LEGAL DESCRIPTION FOUND ON THE COUNTY WEBPAGE AND MODIFIED DESCRIPTIONS REFERENCE THE GIS LINEWORK AND ARE FOR REFERENCE ONLY.

DESIGNED BY ___
DRAWN BY ___
CHECKED BY ___

REV.	DATE	DESCRIPTION	BY

DATE

PROJ. # PAGE #

FILE: Z:\ - Engineering\ - Clients\Mark Maag\Paul B Maag House Lot Split and Zone Change\2 - Engineering\ - Design\ - Base\Zone Change Map - OS.dwg TIME: 21 October 2025

ORDINANCE NO ZC25-20

AN ORDINANCE OF THE CITY COUNCIL OF HURRICANE APPROVING THE REZONE FOR PARCEL H-3-2-3-1221 FROM RESIDENTIAL AGRICULTURAL 1 (RA-1) TO SINGLE FAMILY RESIDENTIAL 10 (R1-10)

WHEREAS, Utah Code 10-9a allows Cities to regulate land use within their boundaries; and

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 an adverse impact on the surrounding area; and

WHEREAS, there are adequate facilities to support the proposed zone change; and

WHEREAS, the Planning Commission gave a positive recommendation on the proposed zone change.

BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF HURRICANE CITY THAT:

That parcel H-3-2-3-1221 is rezoned from Residential Agricultural 1 (RA-1) to Single Family Residential 10 (R1-10).

PASSED AND APPROVED on this 20th day of November 2025.

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 20th day of November 2025. Whereupon a motion to adopt and approve said Ordinance was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

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

_____
Cindy Beteag, City Recorder

EXHIBIT A

ZONING MAP

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a General Plan Amendment to adopt and add a Water Element to the General Plan Pursuant to Utah Code 10-20-404(2)(b).

Discussion: Utah Code § 10-20-404(2)(b) requires that cities adopt an element, or appendix, to their General Plan that addresses water use in future development. Hurricane City has received a grant from the Utah Division of Water Resources to contract with Sunrise Engineering for the preparation of the required element. This General Plan element is advisory in nature and non-binding, like the rest of the General Plan, and includes recommendations for water conservation policies that may be adopted by the City for new development, existing development, and municipal operations. The drafting process included consultation with the Washington County Water Conservancy District and the Hurricane Water Department. By state mandate, cities must adopt a water element by the end of 2025. The new Water Element will address:

- The effect of permitted development on water demand and infrastructure.
- Water use reduction strategies for existing development.
- Water use reduction strategies for future development.
- Operational changes to reduce wasteful municipal practices.

The Planning Commission discussed the proposed water element at their November 13, 2025, public meeting and voiced concern that it will become binding ("today's guideline will become tomorrow's mandate"), but ultimately recommended approval.

Findings:

Recommendation: Staff recommends approval and adoption in order to comply with the state mandate by the end of the year. – Gary Cupp

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**11/13/2025 - Planning Commission**
Application Number:	N/A
Type of Application:	General Plan Amendment
Action Type:	Legislative
Applicant:	Hurricane City
Agent:	Sunrise Engineering
Request:	Adopt a Water Use Element to the General Plan.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Fred Resch III

Discussion:

Utah Code § 10-20-404(2)(b) requires that cities adopt an element, or appendix, to their General Plan that addresses water use in future development. Hurricane City has received a grant from the Utah Division of Water Resources to contract with Sunrise Engineering for the preparation of the required element. This General Plan element is advisory in nature and non-binding, like the rest of the General Plan, and includes recommendations for water conservation policies that may be adopted by the City for new development, existing development, and municipal operations. The drafting process has included consultation with the Washington County Water Conservancy District and the Hurricane Water Department.

Recommendation:

Staff recommends the Planning Commission review the proposed water element. Staff recommends the Planning Commission make a recommendation of approval to the City Council. State statute requires that this element be adopted by the end of the year.

Chapter 9
Water Use and Preservation

As Hurricane City continues to experience significant growth, the imperative for sustainable water management becomes increasingly critical. This Water Element of the General Plan serves as a comprehensive framework aimed at addressing the multifaceted challenges posed by land use decisions and development patterns on the City's water demand and infrastructure. The strategic overview provided herein focuses on four key areas: (1) the impact of permitted development on water resources and infrastructure, (2) methods to reduce water demand and per capita usage for existing development, (3) methods to reduce water demand and per capita usage for future development, and (4) modifications to local government operations that can eliminate wasteful water practices.

This Water Element is a planning-level document and is not intended to function as a Water Master Plan. The estimates, projections, and water-use assumptions included herein are provided to illustrate the relationship between land use planning decisions and long-term water demand. These values should therefore be understood as broad planning indicators rather than precise engineering calculations. For detailed information regarding water supply, system capacity, infrastructure needs, and formal demand modeling, readers should refer to the Hurricane City Water Master Plan, which provides authoritative technical analysis for the City's water system.



To effectively navigate these challenges, this element has been developed through active consultation with the public water systems serving the community. This engagement has facilitated a thorough understanding of how the implementation of this Water Element may influence water supply planning, drinking water sources, and distribution infrastructure. Furthermore, collaboration with the Division of Water Resources has yielded vital technical resources and insights into regional water conservation goals.

A comprehensive approach to water conservation will entail the development of effective policies that promote efficient water use, alongside the establishment of low-water-use

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landscaping standards. Additionally, necessary changes to existing ordinances that may currently encourage inefficient water practices should be considered. This proactive strategy will ensure that Hurricane City not only meets its current water needs but also safeguards its water resources for future generations.

This element addresses the following requirements under Utah Code 10-20-404(2)(a)(iv):

- The effect of permitted development on water demand and infrastructure.
- Water use reduction strategies for existing development.
- Water use reduction strategies for future development.
- Operational changes to reduce wasteful municipal practices.

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The effect of permitted development or development patterns on water demand and water infrastructure.

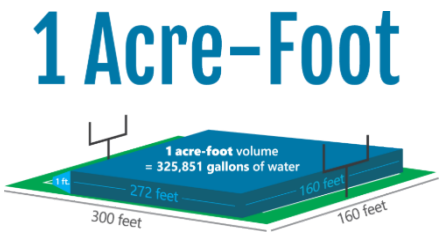
As Hurricane City continues to grow at a rapid pace, land use patterns and permitted development intensities directly shape Hurricane City's long-term water demand, infrastructure costs, and resilience to drought. Integrating land use and water planning is therefore essential to ensuring sustainable growth. Different development types, densities, and spatial growth patterns directly influence the amount of water needed, how efficiently it is used, and the infrastructure investments required to maintain reliable service. This section evaluates projected population growth, the associated increase in Equivalent Residential Connections (ERCs), and the resulting potable and secondary water demands placed on Hurricane City's water supply, storage, and distribution systems.

Water Demand Projections

Hurricane City has prepared a water demand forecast based on:

- Historical growth and connection data reported to the Division of Drinking Water.
- Anticipated development patterns identified in the General Plan
- Per-connection water rates established in the Washington County Water Conservancy District (WCWCD) Regional Water Master Plan (2023 Update).

In the Regional Master Plan, potable and secondary irrigation demands are reported by the municipality under a "Target Conservation Scenario." These values provide the baseline water budget for Hurricane City and ensure consistency with countywide planning. To align with WCWCD methodology, demand has been expressed in acre-feet per year (AFY) by land use category, with conversion into Equivalent Residential Connections (ERCs) at 0.59 AFY per ERC for comparison. ERCs are used throughout this section to express demand in a consistent planning unit, aligned with WCWCD methodology. The Target Conservation Scenario reflects anticipated conservation measures and development patterns and provides a realistic basis for long-term infrastructure planning.



The following projections reflect the WCWCD Regional Plan data, allocated by land use type:

Estimated Acre Feet Demand for Potable Water by Land Use Type					
Year	Residential	Commercial	Industrial	Institutional	Total
2023	9,028	581	18	148	9,775
2033	10,505	676	21	172	11,374

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2043	9,731	626	19	159	10,536
2053	9,976	642	19	163	10,801

The projected decrease in potable water demand between 2033 and 2043 reflects anticipated conservation gains, the expansion of pressurized secondary irrigation systems that shift outdoor demand away from the potable system, and a gradual transition toward more compact development patterns. These trends, modeled under the WCWCD's Target Conservation Scenario, result in a temporary reduction of the potable water demand even as the population continues to grow.

This table summarizes total potable demand in both acre-feet and equivalent residential connections (ERCs), calculated at 0.59 AFY per ERC.

Estimated Total ERCs		
Year	Total Potable AFY	Total ERCs
2023	9,775	16,568
2033	11,374	19,283
2043	10,536	17,867
2053	10,801	18,308

This shift is further illustrated by the significant increase in secondary water demand between 2033 and 2043, which reflects assumptions in the WCWCD Regional Water Master Plan regarding the build-out of pressurized irrigation systems to serve new residential developments. Under the Target Conservation Scenario, future residential landscaping demand is increasingly met through secondary water systems rather than potable water supply, particularly in new subdivisions.

Estimated Acre Feet Demand for Secondary Water by Land Use Type					
Year	Residential	Commercial	Industrial	Institutional	Total
2023	1,491	96	3	24	1,614
2033	1,423	92	3	23	1,541
2043	5,277	339	10	86	5,713
2053	8,970	577	18	147	9,712

These totals match the WCWCD Master Plan's published demand projections for Hurricane City and have been distributed by land use type using the City's historic connection ratios (residential, commercial, industrial, institutional). This approach grounds the General Plan in countywide water policy while tailoring it to Hurricane City's development patterns.

Commented [RS1]: Include some chart that shows Available Water Supply

The shift towards increased secondary irrigation service in these projections follows the methodology outlined in the Washington County Water Conservation District (WCWCD)

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2023 Regional Water Master Plan, Section 2-24, "Source Sizing Requirement for Secondary Irrigation." Under this framework, secondary irrigation supply expands in proportion to overall system growth, offsetting potable water demand on a one-to-one basis as new development occurs. This ensures that Hurricane City's long-range projections remain consistent with the WCWCD's source sizing standards and the regional strategy to transition outdoor water use from potable to secondary systems over time.

Year	Hurricane City Population Estimate	Change
2023	24,000	
2033	34,813	+10,813
2043	48,167	+13,354
2053	61,719	+13,552

The projected growth rates are estimated at 4% per year for 8 years, then 3.3% thereafter until 2043. From 2043 to 2053, the annual growth rate is estimated at 2.5%.

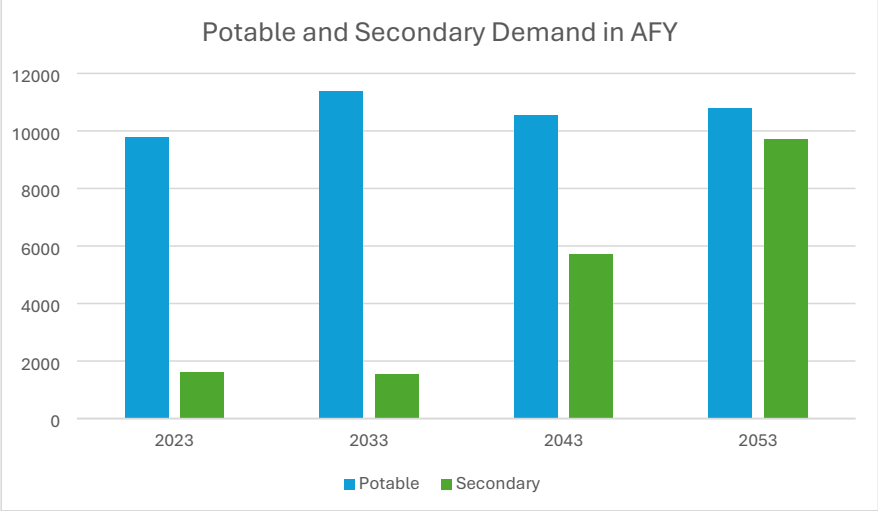
Alignment with Regional Planning Assumptions

These projections are derived directly from the Washington County Water Conservancy District (WCWCD) 2023 Regional Water Master Plan, under the *High Growth* and *Target Conservation* scenario assumptions. This scenario provides a 50-year planning horizon (2023 – 2073) and serves as the basis for regional infrastructure sizing, demand forecasting, and conservation benchmarks.

Aligning Hurricane City's Water Element with the WCWCD Regional Plan ensures that population growth, Equivalent Residential Connection (ERC) projections, and potable and secondary water demand forecasts are fully consistent with countywide planning data and methodology. This linkage also strengthens interagency coordination for water supply, storage, and distribution investments.

Building on these assumptions, and based on the WCWCD Master Plan's Target Conservation Scenario, per capita potable water use in Hurricane City is projected to decline from approximately 220 gallons per capita per day (GPCD) in 2023 to 190 GPCD by 2053. This reflects regional conservation goals and the ongoing transition of outdoor demand from potable to secondary irrigation systems, consistent with WCWCD's source-sizing methodology.

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These projections represent the City's best estimates based on current land use patterns, population growth assumptions, and regional conservation goals. Actual future water use may vary depending on changes in climate, economic conditions, technological advancements, and development patterns. The City will periodically update these projections as new data becomes available.

Development Patterns and Infrastructure Implications

The City's General Plan and future land use map support a range of development types – including low- and high-density residential, mixed-use districts, commercial centers, and hillside development. Each of these land use patterns has distinct implications for the water system:

- Higher-density residential development (e.g., townhomes, multifamily) may reduce per capita potable water use. However, these developments often result in more concentrated peak demand and require significant investment in local water distribution infrastructure (e.g., larger mains, booster stations, pressure zone balancing). *These impacts highlight the need for coordinated planning between land use approvals and infrastructure investments.*
- Low-density and hillside development tends to consume more water per capita, particularly for outdoor irrigation, and may require extended water service lines, additional pumping infrastructure, and energy-intensive operations due to elevation changes. These areas may also strain existing storage and pressure zones. *Future*

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policies should account for both the higher water use and the increased cost of service in hillside areas.

- Commercial and institutional growth nodes contribute to elevated peak daily usage and must meet higher fire flow requirements, which can trigger the need for localized improvements to storage capacity, main extensions, and system redundancy. *This underscores the importance of reviewing site plans and plats for their localized water system impacts.*
- Industrial areas, while typically lower in water consumption, may require consistent pressure and redundancy, especially if fire suppression is involved. *Reliability and redundancy will remain important considerations as the City plans for industrial growth.*

Additionally, changes in land use that introduce large irrigated areas, recreational water features, or cooling systems may increase system loads disproportionately compared to residential uses.

Key Infrastructure Planning Considerations

To support sustainable growth, the City will evaluate:

- Water source capacity and water rights needed to serve the anticipated 2053 demand.
- Storage facility capacity to ensure adequate supply and fire flow.
- Transmission and distribution improvements required to serve growth areas, particularly on the City's periphery and in hillside zones.
- Pressure zone management is especially important as development expands into higher elevations or areas with unique topographic constraints.
- Sequencing of capital investments, aligning infrastructure expansion with projected development phasing to ensure timely service delivery.

Summary

By explicitly linking zoning, subdivision approvals, and infrastructure investments to water system capacity and conservation goals, Hurricane City will ensure that development occurs in a manner that is both water-efficient and financially sustainable. This integration will also strengthen resilience against drought and climate variability.

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Methods of reducing water demand and per capita water use for existing development.

As Hurricane City continues to grow, conserving water within the existing built environment becomes an essential component of a sustainable long-term water strategy. Existing homes, businesses, and public facilities make up the largest share of the City's current overall water demand. Addressing inefficiencies in these areas offers significant potential for savings without requiring costly system expansions or acquiring new water rights.

This section identifies the primary challenges related to existing water use, summarizes current conservation efforts, and describes opportunities the City may pursue to reduce overall and per capita water use in existing development.

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Current Challenges and Inefficiencies

The City has identified several key challenges that contribute to inefficient water use in existing development:

- Unmetered Secondary Water Use: Many pressurized irrigation connections, particularly for residential landscaping and public spaces, are not metered. Without metering, users are unaware of actual water consumption and have little incentive to reduce usage.
- Outdated Irrigation Systems: Numerous properties rely on timer-based irrigation systems that do not adjust to weather, soil moisture, or plant needs, leading to chronic overwatering.
- Large Lawn Grass Areas: Older subdivisions and public facilities often feature large expanses of lawn grass, which require high volumes of water and are often maintained inefficiently.
- Aging Indoor Fixtures: Many homes and businesses still operate with inefficient plumbing fixtures, such as high-flow toilets, faucets, and showerheads, installed prior to current water efficiency standards.
- Public Awareness Gaps: Despite regional efforts, many residents and business owners remain unaware of available resources, local water conditions, or conservation best practices.

These inefficiencies highlight the importance of targeted strategies to modernize existing infrastructure, change user behavior, and reduce systemwide demand.

Existing Conservation Measures

Hurricane City has already taken key steps toward reducing water demand in existing development, including:

- Adoption of the Washington County Water Conservancy District's (WCWCD) water efficiency standards, which promote water-wise landscaping, efficient irrigation design, and drought-tolerant plant materials.
- A tiered potable water rate structure designed to discourage excessive water use by applying higher rates for higher usage levels.
- Participation in the WCWCD regional Drought Contingency Plan, aligning municipal responses with regional drought stages and public communication strategies.

These measures have established a strong foundation, but additional strategies will be necessary to meet long-term conservation goals.

Opportunities for Further Conservation

To further reduce water use in existing homes, businesses, and municipal operations, the City will implement the following conservation measures:

1. Secondary Water Metering
   In coordination with WCWCD and other regional providers, the City may pursue installation of secondary water meters on all residential, commercial, and institutional pressurized irrigation connections by 2028. Metering has been shown to reduce outdoor water use by up to 30%, even without rate changes, by increasing user awareness.
2. Public Education and Outreach
   The City may expand its education initiatives by:
   - Launching seasonal campaigns on appropriate irrigation practices.
   - Hosting water-wise landscaping workshops and neighborhood presentations.
   - Promoting a "Flip Your Strip" campaign to convert lawn grass park strips into low-water-use landscapes.
   - Providing comparative water use reports for residential customers to track efficiency.
3. Leak Detection and Water Loss Management
   The City may conduct regular system-wide water audits to identify unaccounted-for water losses due to leaks, outdated meters, or unauthorized use. System repairs may be prioritized in high-loss zones, and older meters may be upgraded to improve accuracy.
4. Watering Restrictions and Seasonal Guidelines
   In alignment with the WCWCD Water Shortage Contingency Plan, the City may implement seasonal watering schedules that encourage irrigation during early morning and evening hours to reduce evaporation losses. The regional plan outlines

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five shortage stages – Stage 0 (normal) through Stage 4 (critical) – each describing recommended conservation actions and communication approaches. These stages provide a consistent framework that the City can reference to guide local response and public messaging during drought conditions, while maintaining flexibility to tailor implementation to local needs.

5. Municipal Facility Retrofits

   The City may lead by example by auditing all municipal facilities for water use and:

   - Replacing inefficient indoor plumbing fixtures.
   - Transitioning nonessential lawn grass at city buildings and park strips to xeriscape or native plantings.

   Implementation of these measures will require phased investments, partnerships with WCWCD, and strong public engagement.

Monitoring and Evaluation

The City can track progress through performance indicators such as:

- Gallons per capita per day (GPCD) for residential users.
- Annual water use per equivalent residential connection (ERC).
- Reduction in total system water loss.
- Number of pressurized irrigation connections metered annually.

Regular reporting to the Planning Commission and City Council will allow the City to evaluate the effectiveness of conservation strategies and adjust programs over time.

To ensure alignment with regional planning, the City may coordinate with the Washington County Water Conservancy District (WCWCD) in tracking conservation performance. The WCWCD 2025 *Joint Agency Regional Water Conservation Plan* establishes regional benchmarks that target an approximate 33 percent reduction in water use per equivalent residential connection (ERC) by 2050, relative to 2020 baseline conditions. These benchmarks provide a consistent regional framework for evaluating Hurricane City's progress toward long-term water efficiency goals.

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Methods of reducing water demand and per capita water use for future development.

Planning for future development in Hurricane City provides a critical opportunity to embed water efficiency into the physical and regulatory structure of the community. By requiring conservation-focused design, construction, and landscaping practices up front, the City may reduce long-term water demand, avoid costly retrofits, and help maintain a reliable and sustainable water supply system.

Current Measures in Place

Hurricane City has already adopted several forward-looking policies and standards for water conservation in new development. These include:

- Adoption of the Washington County Water Conservancy District (WCWCD) Water Efficiency Standards, which include:
    - Limits on lawn grass:
        - No lawn grass in park strips less than eight feet wide.
        - Lawn grass is limited to a small percentage of the landscaped area in new residential and commercial projects.
    - Mandatory use of drip irrigation for non-lawn grass areas.
    - Plant selection standards that favor native and drought-tolerant species.
    - Irrigation design standards, such as pressure regulation and rain sensors.

  Impact: The adoption of these standards aims to reduce outdoor irrigation demand, which typically represents 60-70% of residential water use in Utah.

- Conformance with WCWCD Model Ordinance: Hurricane City's development code aligns with the Washington County Water Conservancy District's model water conservation ordinance, which includes provisions for:
    - Efficient plumbing fixtures.
    - Smart irrigation controllers.
    - Landscape and irrigation review at the site plan or platting stage.

  Impact: Prevents inefficient building or landscape practices from being installed in the first place.

- Adoption of the 2025 Joint Agency Regional Water Conservation Plan: Hurricane City has formally adopted the Washington County Water Conservancy District (WCWCD) 2025 *Joint Agency Regional Water Conservation Plan*, which details the uniform regional goals and programs for water conservation. These include separate irrigation metering, irrigation system efficiency standards, and limits on high-water-use landscaping.

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Impact: Reinforces alignment with regional conservation goals and ensures the City's regulatory framework advances consistent, countywide water efficiency outcomes.

- Drought-tolerant development patterns encouraged: While not always codified, Hurricane has encouraged development toward more compact or clustered designs in some areas (e.g., small lots, multifamily housing), especially near infrastructure and service areas.
  Impact: Reduces per capita water use through smaller irrigated areas and more efficient indoor use.

- Prohibition of High-Water-Use Amenities in New Development: The City does not permit new golf courses, artificial ponds, or water parks, and has indicated that these uses are not appropriate uses in current or future zones (as indicated in the zoning code).
  Impact: Eliminates the potential for large new demand from water-intensive uses.

- Water Conservation Review During Site Plan/Subdivision Review: City staff reviews landscape and irrigation plans during the development process for consistency with conservation standards.
  Impact: Ensures compliance with conservation goals before construction begins.

- Participation in Washington County Water Conservancy District Drought Contingency Plan: Hurricane participates in the regional Drought Contingency Plan and follows tiered drought response stages, including water use restrictions on irrigation and landscaping during drought years.
  Impact: New developments are aware of and designed with water restrictions in mind from the outset.

Together, these measures establish a strong framework for conservation in new development, while leaving room for additional opportunities to strengthen resilience.

Opportunities for Future Development Conservation

To further strengthen the City's water resilience, Hurricane City may consider the following strategies to reduce water demand and per capita use in all future development:

1. Water Demand Analysis for New Subdivisions: Require all major subdivisions and planned unit developments (PUDs) to include a projected water demand analysis at the time of preliminary plat. This analysis would estimate total ERCs and annual acre-feet required, and demonstrate consistency with the City's water rights, infrastructure capacity, and conservation goals.

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2. Site and Zoning Design for Efficiency: Encourage or require site layout and zoning patterns that naturally reduce water use, including:
    - Compact development patterns that reduce irrigated areas per household.
    - Multi-family and mixed-use housing, which typically consumes less water per capita than detached single-family homes.
    - Lot coverage and open space ratios that prioritize drought-tolerant planting areas.
    - Clustering and conservation subdivision designs that preserve contiguous natural open space and reduce the total area requiring irrigation or landscape maintenance.

    Implementation of these opportunities will require coordination between the City's land use regulations, development review process, and long-term water supply planning.

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Modifications that can be made to a local government's operations to reduce and eliminate wasteful water practices.

Hurricane City recognizes that water conservation must begin with local government leadership. Municipal operations – including parks, civic buildings, and utility facilities – contribute to overall water demand and have the potential to serve as highly visible examples of water-wise practices. As one of the fastest-growing communities in southern Utah, the City's own water use is both significant and symbolic. Demonstrating best practices in public facilities helps reinforce expectations for residents, businesses, and developers.

Existing Municipal Facilities and Issues:
The City has currently identified several key facilities and areas where municipal operations influence overall water demand:

- City Hall Grounds – large irrigated areas suitable for phased conversion to water-wise demonstration gardens and native/xeric plantings.
- Water Department Building – landscaped areas currently maintained with traditional landscaping practices, with opportunities for smart controller and nozzle upgrades.
- Sky Mountain Golf Course – a major water user requiring efficient irrigation scheduling, equipment upgrades, and potential lawn grass conversion.
- Parks and Recreation Facilities – neighborhood parks, sports fields, and landscaped medians represent some of the largest outdoor irrigation loads on the system.
- New Civic Center (Planned) – offers a unique opportunity to integrate conservation features during design and construction.

Opportunities for Improvement

To reduce water demand in municipal operations and set a public example, the City may pursue the following strategies:

- Landscape Conversion and Demonstration Projects: Replace nonessential lawn grass at City facilities, medians, and park strips with xeriscape or native plantings. Establish demonstration gardens at City Hall or the Civic Center to showcase water-wise landscaping options for residents.
- Irrigation Efficiency Upgrades: Transition all City facilities to smart irrigation controllers with weather-based scheduling. Upgrade irrigation systems at Sky Mountain Golf Course and major parks with soil moisture sensors, pressure-regulated heads, and zone-level flow monitoring.
- Indoor Fixture Retrofits: Audit municipal buildings for outdated plumbing fixtures and replace them with WaterSense-certified toilets, faucets, and showerheads. Ensure that new facilities are designed to exceed current efficiency standards.
- Facility Water Audits and Benchmarking: Conduct annual water audits of all City-owned properties, including buildings, parks, and golf courses.

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- Operational Practices: Adopt seasonal watering schedules for all City properties consistent with WCWCD drought stage recommendations. Implement proactive leak detection at municipal sites. Evaluate opportunities for non-potable reuse. (e.g., irrigation supplied by secondary or reclaimed water) where feasible.
- Leadership and Education: Use City-owned projects as public education tools, with signage that highlights water-saving features (e.g., "This landscape saves 50% more water than traditional lawn grass"). Incorporate conservation education into recreation programming and public events.

In addition to the above-mentioned opportunities for improvement, the City should continue coordinating its operational and infrastructure upgrades with the Washington County Water Conservancy District's (WCWCD) regional reuse and efficiency framework outlined in the 2023 Regional Water Master Plan. WCWCD's long-range program anticipates phased expansion of reclaimed water and reuse infrastructure to serve municipal, institutional, and irrigation needs. The City can align future reuse planning, capital investments, and facility retrofits with the District's implementation schedule to support consistency in regional supply and infrastructure development.

Ordinance Review and Recommendations

As part of the preparation of this Water Element, Hurricane City has reviewed its existing land use ordinances and development standards to identify opportunities to improve water efficiency. Particular attention has been given to Chapter 26, Recreation Resort Zone, which includes development standards that may unintentionally promote high water use. The City will evaluate amendments to reduce these impacts and align the chapter with sustainable landscaping principles. It is recommended that these amendments consider amenity requirements, site-specific landscape design, and requirements for efficient irrigation systems.

Summary

By adopting conservation measures across its facilities, Hurricane City can significantly reduce its own water footprint while sending a clear message about the importance of efficiency. Municipal leadership in areas such as park irrigation, facility retrofits, and public demonstration projects will not only conserve water but also strengthen community awareness and buy-in for broader conservation goals.

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State Guidance and Technical Resources

The development of this Water Element was informed by guidance from the Utah Division of Water Resources and regional partners. In accordance with Utah Code 10-20-404(2)(d), Hurricane City utilized the following state and regional resources in preparing this plan:

- Division of Water Resources: Water Use & Preservation Planning Guidance (2023).
- Regional Conservation Goals (2021) – Prepared by the Division and Regional Water Providers.
- Washington County Water Conservancy District (WCWCD) Water Efficiency Standards.
- Utah's regional M&I Water Conservation Goals.
- WCWCD Model Conservation Ordinance.
- WCWCD Joint Agency Regional Water Conservation Plan.

These resources provided essential technical data, conservation targets, ordinance templates, and implementation strategies that are reflected throughout this element. These regional planning assumptions are based on the Utah Division of Water Resources' Southwest M&I Water Conservation Region goals, which are incorporated into the WCWCD Regional Water Master Plan (2023 Update). Ongoing coordination with the Division of Water Resources and the WCWCD will ensure that Hurricane City remains aligned with evolving conservation practices and water supply planning.

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Goals

WATER GOAL 1: Coordinate Growth with Hurricane's Water Capacity and Infrastructure.

Policies

1.1. Land use decisions should reflect Hurricane's unique growth pressures and the costs of serving hillside and outlying areas.
1.2. Development patterns should be guided toward efficient use of water and infrastructure while maintaining service reliability.

Strategies

1.1. Review subdivision and site plans for projected water demand and infrastructure capacity.
1.2. Promote compact or clustered development where appropriate to reduce pumping, storage, and distribution needs.
1.3. Coordinate with WCWCD and City capital planning efforts to guide infrastructure investments in line with growth.
1.4. Review and update City land use ordinances and development standards to remove provisions that unintentionally promote inefficient water use, ensuring alignment with regional conservation goals and sustainable landscaping principles.

WATER GOAL 2: Promote Community-Wide Water Conservation.

Policies

2.1. Residents, businesses, and institutions should be encouraged to adopt water-wise practices appropriate for Hurricane's desert climate.
2.2. New development should incorporate regional water efficiency standards that reflect local conditions.
2.3. The City should maintain alignment with the Washington County Water Conservancy District's regional water conservation objectives by supporting a long-term goal of approximately a 33 percent reduction in water use per equivalent residential connection (ERC) by 2050, consistent with the 2025 *Joint Agency Regional Water Conservation Plan*.

Strategies

2.1. Support education and outreach that increase awareness of conservation practices.
2.2. Promote landscaping and irrigation practices that reduce outdoor water use in both existing neighborhoods and new projects.
2.3. Support voluntary modernization of irrigation systems, plumbing fixtures, and secondary water use.
2.4. Highlight successful local conservation efforts to build community awareness and participation.

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2.5. Integrate water efficiency requirements for new development into the City's subdivision and site plan review process.

WATER GOAL 3: Demonstrate Municipal Leadership and Strengthen Regional Collaboration.

Policies

3.1. City facilities and operations should model efficient water use to set a positive example for the community.
3.2. The City should work collaboratively with WCWCD, state agencies, and neighboring jurisdictions to advance shared water goals.

Strategies

3.1. Use prominent municipal sites, such as the new Civic Center and Sky Mountain Golf Course, to showcase conservation practices.
3.2. Coordinate closely with WCWCD to align land use planning with regional water supply and conservation strategies
3.3. Adapt City practices as needed to respond to regional drought and changing water conditions.

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HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of an Economic Development Policy.

Discussion: The City desires to attract businesses and companies capable of creating new, high-paying jobs that will improve the quality of life and increase the tax base within its boundaries; therefore, an Economic Development Policy is proposed. The City intends to incentivize appropriate target businesses in order to attract commercial, retail, and industrial projects exhibiting the potential to meet the City's goal of expanding its economic base. To accomplish the policy's aim, an Economic Expansion Committee (EEC) will be formed to review commercial, retail, and industrial projects that exhibit the potential to meet the City's goals of expanding its economic base, and identify appropriate areas in the city best suited for the development of such projects. The EEC will then make recommendations to the City Council to offer incentives to target businesses that might include:

1. Expedited approval/review process for commercial projects.
2. Infrastructure cost-sharing between the City and developer.
3. Deferral of impact fees not at Building Permit but at CO.
4. Sales tax, and or Property tax agreements.
5. Any other successful incentives other cities have used.

The EEC, will consist of representatives from Planning, Public Works, Engineering, Planning Commission, and City Administration, will meet to review proposals or applications for commercial, retail, and industrial projects that have the potential to meet the City's economic development goals. The EEC will evaluate projects based on the following criteria:

- Significant square-footage of commercial/retail space to be constructed.
- The average wage of planned new jobs.
- Capital expenditure investment.
- Type and number of new jobs created.
- Whether or not the jobs are related to headquarters or innovation operations.
- The company's corporate citizenry efforts (i.e., Do they meet legal, ethical, and economic obligations to benefit the City while maintaining profitability?).

The Planning Commission discussed the proposed policy at its November 13, 2025, meeting and expressed overall support for the policy, but had concerns that it could be viewed as favoring large-scale business at the expense of mom-and-pop businesses. The Commission voted 3 to 2 to recommend approval of the policy to the City Council.

Findings:

Recommendation: Staff recommends approval of the proposed policy. – Gary Cupp

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**11/13/2025 - Planning Commission**
Application Number:	N/A
Type of Application:	Policy Recommendation
Action Type:	N/A
Applicant:	Hurricane City
Agent:	N/A
Request:	Adopt an Economic Development Policy.
Recommendation:	Recommend approval to the City Council.
Report Prepared By:	Gary Cupp

Discussion:

Staff has received direction to draft an Economic Development Policy for consideration and possible adoption by the City. The City desires to attract businesses and companies capable of creating new, high-paying jobs that will improve the quality of life and increase the tax base within its boundaries. The City desires to incentivize appropriate target businesses. Therefore, to accomplish this aim, an Economic Development Policy is proposed to attract commercial, retail, and industrial projects exhibiting the potential to meet the City's goal of expanding its economic base. The policy is intended to provide incentives for certain target businesses. The incentives might include:

1. Fast-track approval/review process for commercial projects.
2. Infrastructure cost-sharing between city and developer.
3. Deferral of impact fees not at Building Permit but at CO.
4. Sales tax, and or Property tax agreements.
5. Match successful incentives other cities have used.
6. Identify the areas of the city where such incentives would be provided.

Recommendation:

Staff recommends the Planning Commission review the proposed policy and make a recommendation of approval to the City Council.

DRAFT Economic Development Policy

Purpose

The City desires to attract businesses and companies capable of creating new, high-paying jobs that will improve the quality of life and increase the tax base within its boundaries. The City desires to incentivize appropriate target businesses. Therefore, to accomplish this aim, an Economic Expansion Committee (EEC) has been formed to review commercial, retail, and industrial projects exhibiting the potential to meet the City's goals of expanding its economic base. The EEC will make recommendations to offer incentives for certain target businesses that might include:

Incentives

1) Fast-track review and approval process to assure that plan reviews are coordinated in a unified fashion for compliance with building, fire, engineering, landscape, and zoning standards to expedite the approval process; thus, helping companies save time and money by getting to permitting and construction faster.
2) Infrastructure cost-sharing between the city and the developer through the use of Public Infrastructure Districts, Tax Increment Financing (TIFs), Authority Infrastructure Bank Loans, or direct investment or reimbursement agreements.
3) Deferral of impact-fee payment to issuance of certificate-of-occupancy, and/or waive or reduce building permit and zoning application fees.
4) Sales tax and/or property tax agreements.
5) Match successful incentives other cities have used.

Economic Expansion Committee Review

The EEC, consisting of representatives from Public Works, Engineering, Planning, the City Council, the Planning Commission, City Manager, City Attorney, and the Mayor's Office will meet to review proposals or applications for commercial, retail, and industrial projects that have the potential to meet the City's economic development goals. The EEC should evaluate projects based on the following criteria:

1) Significant square-footage of commercial/retail space to be constructed.
2) The average wage of planned new jobs.
3) Capital expenditure investment.
4) Type and number of new jobs created.
5) Whether or not the jobs are related to headquarters or innovation operations.
6) The company's corporate citizenry efforts (i.e., Do they meet legal, ethical, and economic obligations to benefit the City while maintaining profitability?).

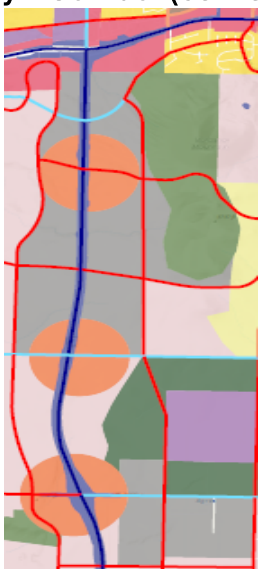
The EEC can request a prospectus from company representatives detailing how these criteria will be satisfied. The EEC will make a recommendation to the City Council for their approval to enter into an agreement to offer any incentives.

Target Areas in the City

The General Plan has identified the priority areas of the city best suited for economic development:

(Note: This list is not exhaustive nor exclusive of other appropriate areas.)

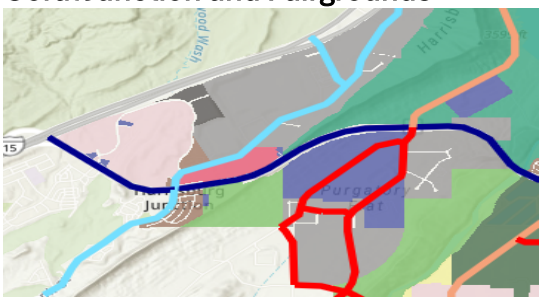
- Hwy 7 Corridor (between SR9 and 3000 S)



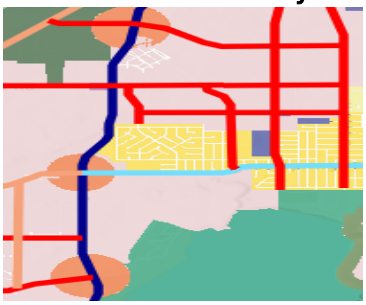
- SR9



- Coral Junction and Fairgrounds



- Sand Hollow/Gateway Area



Target Land Use Designations

Orange = Neighborhood Commercial
Grey = Light Industrial/Business
Red = General Commercial
Pink = Planned Community

HURRICANE CITY
UTAH

STAFF COMMENTS

Item: Consideration and possible approval of a new IPA Representative.

Discussion: The Office Administrator for IPA contacted Mayor Billings last week regarding their upcoming annual meeting and noted that Scott Hughes was still listed as Hurricane's representative. Since he is no longer employed with the City, a new representative must be designated in order to participate in the vote. With Mike Johns now serving as the Power Director, it is recommended that he be appointed as the new representative. – Cindy Beteag

Findings:

Recommendation:

CHANGE OF REPRESENTATIVE FORM

to the

INTERMOUNTAIN POWER AGENCY

Please provide the following information if your city intends to change its IPA Representative. In order for a new representative's vote to be valid, an original-signed form must be received by IPA prior to any meeting in which such a representative may be voting.

Return this form to:

Eric Larsen
IPA Board Secretary
Intermountain Power Agency
10653 S. River Front Parkway, Suite 120
South Jordan, UT 84095

_____ **(City or Town) HEREWITH CHANGES ITS IPA REPRESENTATIVE TO THE FOLLOWING INDIVIDUAL:**

NAME_____

MAILING ADDRESS_____

CITY _____ ZIP _____

HOME PHONE # _____

BUSINESS PHONE # _____

EMAIL: _____

==========

I hereby certify that the above individual is appointed IPA Representative, from the date hereof, authorized to vote in behalf of _____ (City or Town) as follows:

____For all IPA Business until this authorization is changed.

____Only for the meeting scheduled to be held on_____ (date) after which the City's current IPA Representative _____ (name) will resume voting representation for our City.

_____
AUTHORIZOR SIGNATURE

_____
AUTHORIZOR TITLE

Date: _____