HURRICANE CITY
UTAH

Mayor Clark Fawcett

City Manager Kaden DeMille

City Council

Joseph Prete
Dave Imlay
Lynn Excell
Amy Werrett
Merlin Spendlove

Hurricane City Council Meeting
Agenda

November 5, 2026
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

6:00 p.m. - Call to Order

Prayer

Pledge of Allegiance

Declaration of any conflicts of interest

Minutes of the Regular City Council Meeting for October 15, 2026
Presentation of the Citizen Life Saver Award to Heather and Jaymon Hall
Annual update and presentation from Intermountain Health

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.

Recess – Meeting of the Hurricane City Council
Call to Order – Meeting of the Municipal Building Authority of Hurricane City

1. **Public Hearing**, to receive input from the public regarding (a) the issuance of not more than $27,000,000 of Lease Revenue Bonds and (b) any potential economic impact that the improvements, facility or property financed in whole or in part with the proceeds of the Bonds may have on the private sector.
2. **Public Hearing**, to be held separate from any other public hearing, regarding (a) the issuance of not more than $27,000,000 of Lease Revenue Bonds, and (b)

providing each member of the public desiring to be heard an opportunity to present testimony on the proposed issuance of a lease revenue bonds.

3. Consideration for adoption of Resolution 2026-37 of the Municipal Building Authority of the City of Hurricane, Utah **authorizing a preliminary official statement and an official statement, an official notice of bond sale,** and all other related documents required in connection with the issuance and sale of not more than $27,000,000 aggregate principal amount of Lease Revenue Bonds, Series 2026; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters.
4. **Public Hearing,** to receive input from the public regarding declaring real property located on the west side of 700 West Street between State Street and 150 South Street, including parcels identified as H-HVHC-1, H-HVHC-2, H-HVHC-3, H-HVHC-4, and H-HVHC-5, to be surplus property, and the proposed disposition of the property
5. **Announcement to be Read**: Pursuant to Utah Code Section 11-1-203, Hurricane City announces its intent to dispose of the City-owned land and improvements located on the west side of 700 West Street between State Street and 150 South Street
6. Consideration and possible approval of **Resolution 2026-36 Declaring parcels H-HVHC-1, H-HVHC-2, H-HVHC-3, H-HVHC-4, and H-HVHC-5 to be surplus real property** and authorizing the disposition thereof

Adjournment – Meeting of the Municipal Building Authority of Hurricane City

Reconvene – Meeting of the Hurricane City Council

OLD BUSINESS

1. Discussion regarding **short-term rental enforcement and compliance** – Mayor Fawcett

NEW BUSINESS

1. **Public Hearing** to receive input from the public with respect to (i) the issuance of the City's Electric Revenue Bonds Series 2027 Bonds (the "Series 2027 Bonds") and (ii) any potential impact that the Project to be financed with the proceeds of the Series 2027 Bonds may have on the private sector.
2. Consideration and possible approval of Resolution 2026-38 of the City Council of Hurricane City, Utah **authorizing a preliminary official statement and an official statement, an official notice of bond sale**, and all other related documents required in connection with the issuance and sale of not more than $27,000,000 aggregate principal amount of Lease Revenue Bonds, Series 2026; authorizing the taking of all other actions necessary to the consummation of the transactions contemplated by the resolution; and related matters.
3. Consideration and possible approval of a **Land and Water Conservation Fund Grant Agreement** with the State of Utah – Arthur LeBaron
4. Consideration and possible approval of a **reimbursement agreement with Rock Hollow** for 1100 West improvements – Arthur LeBaron
5. Consideration and possible approval of a **reimbursement agreement with Bench Lake Townhomes** for 1100 West improvements – Arthur LeBaron

6. **Public Hearing** to take comments on a sensitive land application located at approx. 720 E. Hwy 59 on the proposed Kachina Ridge subdivision containing 57 total lots
7. Consideration and possible approval of a **Preliminary Plat and Sensitive Lands Review for Kachina Ridge**, a 56-lot mixed-use development located at 720 E Highway 59; File Nos. PP26-05 & HIL26-01; Kent Stephens, Applicant; Brandee Walker, Agent
8. Consideration and possible approval of a **General Plan Amendment** for properties located along the State Route 7 corridor between State Route 9 and 3000 South; File No. GPA26-02; Lorin Lowe, Applicant and Owner; Hoyt Cousins, Agent
9. Mayor, Council, and staff reports
10. 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 4, 2026. 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 5, 2026

5:00 p.m. Pre-Meeting
6:00 p.m. Call to Order
Minutes of the Regular City Council Meeting for October 15, 2026
Presentation of the Citizen Life Saver Award to Heather and Jaymon Hall
Annual update and presentation from Intermountain Health
Presentation on Red, White, & Green Christmas Firework Spectacular – Justin Osmond

Recess – Meeting of the Hurricane City Council
Call to Order – Meeting of the Municipal Building Authority of Hurricane City

Municipal Building Authority (MBA) agenda item #1
MBA agenda item #2
MBA agenda item #3
City Council agenda item #2

As a required step of the sale and issuance of bonds to finance the proposed Police Station and City Hall, public hearings are scheduled to receive public input on the issuance of not more than $27,000,000 of Lease Revenue Bonds. Specific to MBA agenda item #1's public hearing, any potential economic impact that the improvements, facility, or property financed in whole or in part with the proceeds may be addressed.

From staff's perspective, there is no intention of raising property taxes, or taxes in general, or increase in any rates, to handle this financing. Current debt payments are intentionally wrapped up in the financing plan to even the burden of the repayment terms. In essence, as debt on existing infrastructure is paid off, budgeted funds that go towards that infrastructure will then be used, in part, for the repayment of the Series 2026 Lease Revenue Bonds. Any remaining shortfall has already been calculated and budgeted for above and beyond money already saved and earmarked for the project.

Any other economic impact the improvements, facility, or property may have on the private sector, is estimated to be minimal. These are governmental buildings designed to house public safety and the administrative services of the city. Future phasing of the city civic center property anticipated the possible use of providing commercial space; however, there are no plans in place for that phase nor any intention in the near future to proceed with that phase. Consideration is given however, of designing recreational facilities in the future on the west side of the property. The effects of green space and playground equipment, etc have not been evaluated for the effects they could have on the private sector but it is anticipated it will be positive.

Specific to MBA agenda item #3, is proposed language authorizing a preliminary official statement (POS) and an official statement for the bond sale. These documents are reviewed by city staff, bond counsel, and the city's financial consultants. These statements provide

potential bond buyers, legal, financial, and other pertinent information prior to the sale of the bonds and are a normal step in the process of the issuance of bonds.

City Council agenda item #2 reflects a change in "hats" where the council steps out of the MBA meeting into the normal council meeting essentially ratifying the decisions made by the MBA board. – Kaden DeMille

Agenda Items in the MBA meeting #4, #5, #6

The city intends to sell the current police station building complex as part of the overall financing plan of the new police station. As required by state law, a noticed public hearing allows for public input in regard to declaring real public property as surplus. These agenda items follow the procedures set forth in state law allowing for the sale of the property. Kaden DeMille

Adjournment – Meeting of the Municipal Building Authority of Hurricane City
Reconvene – Meeting of the Hurricane City Council

Old Business

1. Continued discussion on short-term rental compliance to get Council's thoughts on whether anything needs to be changed or removed.

New Business

1. Public hearing for the Electric Revenue Bond Series 2027.

2. See Kaden DeMille's comments above for the MBA items.

3. The City successfully applied for a grant through LWCF to purchase the 83-acre parcel that includes the "H" on the Hurricane Hill. Anticipating this, the City entered into a purchase agreement to buy the property for approximately $800,000, with the grant covering 50% of the cost. The LWCF program requires grant recipients that purchase property to create a conservation easement on the property with certain specific requirements that are contained in the agreement. The City Attorney reviewed the agreement and submitted a short-list of the provisions the City would be agreeing to in order to receive the funds:

    - The property will be deed restricted and only may be used for public outdoor recreational use in perpetuity.
    - The City must get permission from the Utah Division of Outdoor Recreation before constructing any facilities, structures, roads, trails, etc.
    - All utility lines must be underground.

- The City is “solely responsible for ensuring compliance with the LWCF Act, LWCF Grant Requirements, Department of Interior General Award Terms and Conditions.”
- The City must maintain roads and structures in a manner to provide access and avoid deterioration.
- The City must maintain a separate ledger for the project to show how the initial federal funds are being utilized, and there are reporting and accounting requirements.

Findings: The City Attorney had no objections to the terms in the contract as long as we understand and commit to the terms. The closing deadline in the purchase contract is December 1, so time is of the essence to execute the LWCF contract and schedule a closing on the property purchase.
Recommendation: Staff recommends approval of the contract. – Arthur LeBaron

4. The realignment of 1100 West Street has been completed by the Rock Hollow project as part of its phase 1 improvements. The development consists of 55 lots and the cost of the reimbursable system improvement portion of 1100 West is $378,777.85.
   Staff has drafted and presented the draft reimbursement agreement to the developer. In a subsequent phone call with the developer it was intimated that they only have 60 lots to build on and will not be able to use all 301 vouchers. Staff requested, but has not received a written request for a proposed revision to the reimbursement agreement from the developer.
   Findings: The reimbursement is proposed to be in the form of Road Impact Fee Voucher, currently valued at $3,898. With the 55 lots, the developer will only be able to recoup $214,390 of their reimbursable costs. The remaining $164,387.85 is proposed to be paid to the developer out of the Roads Impact Fee fund. The City Attorney and City Engineer have reviewed the numbers and drafted the agreement. The developer has reviewed the agreement and has accepted it.
   Recommendation: It is recommended that the City approve the reimbursement agreement as presented.- Arthur LeBaron

5. The realignment of 1100 West Street has been completed by the Benchlake Townhomes project as part of its phase 1 improvements. The development consists of 55 lots and the cost of the reimbursable system improvement portion of 1100 West is $247,310.23.
   Findings: The reimbursement is proposed to be in the form of 63 Road Impact Fee Vouchers, currently valued at $3,898, and 1 Road Impact Fee Voucher valued at $1736.23 for a total value of $247,310.23. The City Engineer has reviewed the numbers and the City Attorney has drafted the agreement. The agreement has been sent to the developer and we received any opposition.
   Recommendation: It is recommended that the City approve the reimbursement agreement as presented. – Arthur LeBaron

6. Public Hearing for the Kachina Ridge sensitive lands.

7. To: Hurricane City Council

From: Gary Cupp, Planning Director
File Nos. PP26-05 & HIL26-01

Background/Request:
The applicant is requesting approval of a preliminary plat requiring a sensitive lands review for a mixed-use development located north of Highway 59 adjacent to the Hurricane Hill. The proposal is for 57 total lots, of which 48 are townhomes and the remaining nine are for multifamily, short-term rental, and commercial uses. The zoning and site plan for the project site was approved in 2020 and is governed by a development agreement that was recorded in 2021 and amended in 2025. The amended development agreement designates the City Council as the approving authority of preliminary plats for the Kachina Ridge development. The agreement also limits the development to 566 total residential units and imposes other requirements on the development, including construction of a UDOT-approved interchange on Highway 59.

Preliminary Plat Review:
The property is zoned Planned Commercial (PC). Planned Commercial is a mixed-use zone and this property was entitled prior to a recent code update requiring a minimum of 67 percent commercial uses and a minimum of 20 percent residential for Planned Commercial projects. The proposed preliminary plat substantially complies with the preliminary site plan approved as part of the 2020 zone change entitlement. The proposed plat indicates 48 townhomes, 168 nightly rental units, and four multifamily residential pads. The development agreement states that the density cannot be more than 8.5 units per gross acre the preliminary plat states that 566 total units are proposed, and 350 multifamily units are proposed across the four out lots. The development agreement allows 30% of the total dwelling units to be nightly rentals; the applicant is proposing 168 nightly rental units, which complies with the agreement. *Site Plan Requirements.* Individual site plan approvals will be required for each phase. The applicant will need to ensure that 90,000 square feet of commercial development is provided as well as architectural design standards for the entire project.

Interchange Construction. Prior to approval of construction drawings and recordation of final plats, the applicant must submit to the city UDOT-approved plans for the interchange on Highway 59. Construction of the interchange shall be required to occur concurrently with subdivision improvements.

Geologic Hazards. Portions of this property are identified as being within a rockfall hazard zone per Utah Geological Survey Special Study 127. The applicant will need to comply with Hurricane City Code (HCC) section 10-28-2(C) in the preparation of the final plat. No habitable development is proposed in the rockfall hazard areas.

Sensitive Lands Review:

Due to the conditions of the development agreement and the project location being situated on the Hurricane Cliffs (which is identified as an area of special consideration by the Sensitive Lands Ordinance), the project was required to submit an application for a sensitive lands review. The applicant has provided a grading plan and slope map for the property, as well as a geotechnical report. The applicant has designed the project to limit grading on steep slopes above 30% and has depicted a "do not disturb" boundary that meets the intent and language of the sensitive lands code. The applicant is requesting that an exception to the sensitive lands ordinance be approved by the City Council, due to the required sewer line likely disturbing the Hurricane Cliffs. HCC 10-24-6(B) prohibits disturbance of slopes greater than 30% and HCC 10-24-7(8) discourages disturbance of the Hurricane Cliffs, but the applicant and their engineer can propose an alternative solution to mitigate these concerns under the code section HCC 10-24-3(G) cited below:

> *G. Exceptions: Exceptions to the provisions of this chapter may be granted by the city council upon recommendation from the planning commission when:*
>
> 1. *An alternative solution is proposed for the protection of the sensitive land, based on sound and generally accepted engineering and land development principles, and said alternative will result in equal or better protection than development under the standards of this chapter; and is consistent with the purposes of this chapter. The alternative shall also be consistent with the general plan policies affecting sensitive lands;*

The applicant proposes that the sewer line be bored under and through the cliffside before connecting to existing sewer within the Shadow Mountain Mobile Estates subdivision. They have provided an exhibit (see below) depicting how the scarring of the hillside will be mitigated with painted and replaced boulders. The applicant has also committed to protecting in place the historic Hurricane Canal during the boring procedure and will restore the canal to its former condition if needed when construction is complete, but it is not anticipated that the canal will be impacted by the boring



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<u>Planning Commission Review and Recommendation</u>:

At the October 22, 2026, Planning Commission meeting, the Planning Commission expressed concerns about the lack of utilities and infrastructure in project area. The commissioners also discussed access and project impacts on the city's roadways. City staff explained that the various members of the Joint Utility Committee (JUC) have reviewed the project and have worked with the applicant regarding the infrastructure and utilities needed to implement the project and have determined that project plans will adequately address these issues. The Public Works, Engineering, Water, and Power departments have recommended approval of the preliminary plat with conditions that will need to be met prior to approval of construction drawings and final plat approval, including submittal of UDOT-approved plans for the interchange on Highway 59. The Ash Creek special service district has also recommended approval of the preliminary plat. The Planning Commission voted unanimously to recommend approval of the preliminary plat and the exception to the Sensitive Lands Ordinance. In addition, the Planning Commission strongly urged that a barrier be required between the cliff face and the residential development in order to provide better safety for children and future residents.

Findings:

- Based on staff and JUC review of the project plans, the preliminary plat adequately meets the requirements of the Hurricane City Code for approval.
- Based on the proposed boring techniques designed to minimize disturbance of the Hurricane Cliffs during the construction of the project sewer line, along with the rendering provided by the applicant's engineer for reclamation of the disturbed

area, staff supports approval of the requested exception to the Sensitive Lands Ordinance. Staff finds that the proposed boring alternative is consistent with the purposes of the Sensitive Lands Ordinance and the general plan policies affecting sensitive lands.

Staff Recommendation:

Staff recommends approval of the preliminary plat subject to staff and JUC comments and also recommends approval of the exception to the requirements of the Sensitive Lands Ordinance.

8. To: Hurricane City Council
   From: Gary Cupp, Planning Director
   File No. GP26-02

   Background/Request:
   The applicant requests a General Plan Amendment for approximately 2,700 acres located along State Route 7 (SR-7) between State Route 9 (SR-9) and 3000 South. The request is to change the General Plan designation for the entire property to Planned Community with the exception of the portions of the west bench of Sullivan's Knoll which is currently designated as, and should remain, Natural Open Space. The current General Plan Future Land Use Map designation of the property is a mixture of "Planned Community", "General Commercial", "Neighborhood Commercial", "Light Industrial/Business", "Rural Residential", and "Natural Open Space". This General Plan Amendment is being requested in advance of a future master plan concept the applicant has developed that consists of a mixture of residential, commercial, and light industrial uses distributed throughout the 2,700-acre property. The Planned Community designation is intended to accommodate the future implementation of the applicant's master plan more efficiently than the existing combination of General Plan designations, while also retaining overall consistency with the City's current long-range vision for the area.
   It is important to distinguish this General Plan Amendment from any future zoning or development approvals for the property. Meaning, this request does not include any zone changes, subdivision plats, or other land use entitlements that would allow development of the property beyond what is already allowed under its current zoning. Approval of this application would only amend the City's General Plan Map to designate the property as Planned Community, which does not entitle any future development plans. Nor does it establish any specific densities, or authorize any land uses, or approve the applicant's master plan for the property. Following a General Plan Map Amendment, the applicant would still be required to obtain the appropriate zone changes and development approvals necessary to develop the property. Any subsequent applications would be reviewed under the applicable standards in effect at the time each application is submitted, which would provide the City with the opportunity to evaluate specific development proposals for the property, including land uses, housing densities, infrastructure, and all other applicable development standards.
   Key Considerations:

The General Plan Map currently shows a mixture of land use designations for the area that includes Light Industrial/Business for the north central section of SR-7, areas of Neighborhood Commercial at key intersections along the SR-7 route, General Commercial at the SR-7/SR-9 intersection, Natural Open Space, and an area in the southern portion of the property already being designated as Planned Community. The applicant is requesting to change the General Plan land use designation for the majority of the property to Planned Community (see "Proposed Amendment Map" in packet).

The City has wide discretion on amendments to the General Plan Map. The City Council should take into account the Goals and Policies of the General Plan and the vision of the City for this portion of the SR-7 corridor for which this amendment is being requested, more specifically:

Planned Community. The General Plan's Planned Community land use designation recommends:
"Master planned communities should be complete communities that offer a mixture of housing types and supporting uses such as neighborhood and supporting commercial uses, offices, churches, schools, and parks. Development in this designation should take into account the character of existing surrounding development."

The proposed Planned Community designation is also consistent with the General Plan's broader support for walkable communities (General Plan Page 25) and complete neighborhoods (General Plan Page 15). The 2021 General Plan identifies the development of walkable communities as a transportation goal and calls for new development to consider surrounding sidewalk networks and provide a similar or higher level of pedestrian comfort (General Plan Page 44). The General Plan also identified residential proximity to shopping and jobs, parks and trails, and diverse housing options among the community's land-use priorities (General Plan Page 15). These policies support consideration of a development pattern that integrates residential, commercial, employment, and recreational uses within connected, walkable neighborhoods rather than relying exclusively on separate single-use areas.

Light Industrial/Business. The proposal would eliminate the existing Light Industrial/Business general plan land use designation along SR-7 and replace it with Planned Community. The Council should recall that the SR-7 corridor was specifically identified as a desired location for future light industrial land uses, similar to the areas along Old Highway 91 and within the Quail Creek Industrial Park/Fairgrounds, which are becoming more fully developed and built out. The City Council intentionally designated this portion of the subject property as Light Industrial/Business during the 2021 General Plan update process, and subsequently reaffirmed and expanded the Light Industrial/Business designation along SR-7 as part of a comprehensive readoption of the General Plan Map in 2024. Even though the Planned Community land use designation does accommodate light industry,

such uses would not be explicitly emphasized under the Planned Community designation as they are under the existing Light Industrial/Business designations that currently apply to the property. The applicant, however, contends that the property's central location, prominent viewsheds, and high visibility along SR-7 make it less desirable for large-scale industrial development, and therefore suggests that any future light industrial uses should be dispersed throughout the development instead of concentrated in specific locations. Some planning commissioners voiced some support for this argument, others disagreed. Commissioner Goodfellow agreed that the existing light industrial designation on the applicant's property may not be appropriate in its current location (see excerpt of 9-24-26 PC minutes in packet).

Transportation and Infrastructure. The applicant has taken into account the City's current Transportation Master Plan, as well as existing long-range plans for power and water infrastructure serving the area. The applicant indicates that the proposed Planned Community designation is intended to accommodate a similar overall intensity of development for the site and, therefore, should not result in a significant change to the overall transportation or utility demands already anticipated for the area. As future development applications (e.g., zone changes and subdivision plats) are requested, more detailed transportation and utility planning will be necessary to evaluate the specific impacts and infrastructure requirements for the future development. Given the size of the property and the conceptual nature of the current application, the project site will likely take decades to develop, and staff cannot reasonably determine at this stage whether the proposed development would result in greater or lesser transportation and infrastructure demands than development under the existing General Plan designations. However, based on the information available at this stage, and the applicant's representation regarding the anticipated overall intensity of development, staff finds the requested General Plan Amendment acceptable.

Planning Commission Review and Recommendation:
A public hearing was held at the September 24, 2026, Planning Commission meeting and no public comments or objections to the proposed General Plan Amendment were received. Overall, the Planning Commission was very supportive of changing the General Plan for the property to Planned Community and expressed concern that the property owner wasn't included in discussions when the General Plan was recently updated. As discussed previously in this report, a significant portion of their discussion centered around concerns about changing the current Light Industrial/Business designations on the property to Planned Community (see excerpt of 9-24-26 PC minutes in packet), but ultimately they recommended that the change to Planned Community be approved with a vote of 5 to 2 in favor. Paul Farthing and Michelle Smith voted against changing the General Plan citing the potential of light industrial uses not happening if changed.

Findings: Staff makes the following findings:

- Many of the goals and policies contained within the General Plan and the Planned Community land use designation support the applicant's stated objectives for a complete community with varying land uses including residential, commercial, light industrial, open space, and public components such as parks and schools.
- The Planned Community designation would be consistent with the City's long-range vision for the area, although it would not explicitly designate specific areas for light industrial land uses on the property as currently shown on the General Plan's Future Land Use Map.

Staff Recommendation:
The portions of the west bench of Sullivan's Knoll that are currently designated as Natural Open Space and should retain that designation. Should the City Council decide to approve the General Plan Amendment for the rest of the property, such approval will not entitle the applicant's proposed master plan or guarantee its approval or the approval of any future land use or development applications. Future land-use applications will be evaluated based on the site's General Plan designation and all applicable City regulations in effect at the time each application is submitted. Property owners and applicants will need to demonstrate project consistency with the Planned Community designation when preparing future land-use applications for the property. When reviewing any future zone-change applications for the property, the City's decisions will be guided based on conformance with the proposed Planned Community general plan designation pursuant to Hurricane City Code section 10-7-7(E).

9. Mayor, Council, and staff reports.

10. Tentative Close Meeting upon request.

Minutes of the Hurricane City Council meeting held on October 15, 2026, in the Council Chambers at 147 North 870 West, Hurricane, Utah at 4 p.m.

Members Present: Mayor Clark Fawcett and **Council Members**: Joseph Prete, Dave Imlay, Lynn Excell, Amy Werrett, and Merlin Spendlove.

Also Present: City Manager Kaden DeMille, City Attorney Dayton Hall, Police Chief Kurt Yates, Public Works Director Mike Vercimak, Assistant Public Works Director Weston Walker, Streets Superintendent Hayden Roberts, Water Superintendent Kory Wright, City Planner Gary Cupp, Assistant Planner Fred Resch III, Power Director Mike Johns, Recreation Director Tiffani Wright, City Engineer Arthur LeBaron, Building Official Larry Palmer, HR Director Sel Lovell, Parks Superintendent Darren Barney, and City Recorder Cindy Beteag.

AGENDA

4:00 p.m. Work Meeting with the Youth City Council

Mayor Fawcett welcomed everyone and called the meeting to order. Emily Butler, Youth City Council leader, stated that eighteen students are participating in the program, with nine in attendance. She noted that a student's mother has joined her as an assistant. She also announced that the Youth City Council was approved for a leadership project grant of $500 to support a community project. The City Council and Youth City Council members introduced themselves. Mayor Fawcett explained that Youth City Council members could shadow department heads in areas of interest. He also explained that City Council members are assigned to represent various departments and could provide information about their functions. He stated that he and the high school principal had discussed holding a job fair and expressed the importance of helping students understand how local government operates.

Mrs. Butler stated that the Youth City Council meets twice a month. Councilman Excell suggested involving City Council members in Youth City Council meetings to introduce the various City departments and explain their functions. Mayor Fawcett proposed having the youth shadow the City Council during a meeting, sit on the dais, listen to agenda items, and discuss how they would address each item. He identified zoning as one of the Council's primary responsibilities and welcomed the youth to attend any meetings of interest.

Mrs. Butler stated that the Youth City Council is working on developing leadership skills and asked for suggestions on how to support that effort. Councilman Spendlove suggested involving the youth in town hall meetings. Mayor Fawcett encouraged them to identify community needs and offer potential solutions. Councilman Excell recommended researching issues from all angles, considering different perspectives, and developing a plan. Councilman Prete explained that the public forum at the beginning of each City Council meeting provides an opportunity for citizens to share concerns and comments, and that the youth could also participate. Mrs. Butler expressed interest in having the youth assigned to individual Council members work directly with them. Mayor Fawcett noted that the youth are welcome to attend the various City boards

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and commissions meetings. Councilman Spendlove recommended informing them of City events where they could participate. Councilman Excell explained that the City Council meets on the first and third Thursdays of each month and encouraged the youth to attend and learn about the roles and responsibilities of the Council. Mayor Fawcett added that if the City is notified in advance of their attendance, meeting packets could be provided for review beforehand. Councilman Excell also noted that the Planning Commission meets twice a month and encouraged the youth to attend, explaining its important role in community development. Mrs. Butler stated that she would provide the Council with the contact information for each Youth City Council member.

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

Fred Resch III stated that a resident in Dixie Springs had installed an awning without a permit. The awning does not meet the required setbacks, and a neighboring property owner has complained. He asked whether the Council would be interested in reviewing the code requirements for setbacks. He explained that structures attached to a home must meet the required setbacks, while detached structures may be located within two feet of the property line. Mayor Fawcett stated he would be interested in further review if the structure was not solid and did not drain onto neighboring property. Gary Cupp stated that staff could explore options for reviewing the code. Mr. Resch III also reported that the Planning Commission considered two zone changes the previous week, with one applicant requesting to be placed on a later City Council agenda. The Commission approved three amended plats to combine lots, a subdivision plat in the Gateway PID area, and a final site plan for a hotel in Coral Junction. He reminded the Council that the hotel had received a conditional use permit allowing four stories.

Gary Cupp stated there will probably be some people for the Sky Mountain zone change that was moved so he recommended announcing that it has been moved.

Arthur LeBaron stated that he needed to leave the meeting early and wanted to provide background on his agenda items. He explained that the Sands Cove reimbursement was not ready for approval. The cost of the park exceeds the value of the impact fee vouchers available, requiring a combination of vouchers and cash. However, funds are not available in the park impact fee fund to cover the cash portion, so further discussion is needed. The park plans have been approved, but he has not received a response from the applicants regarding their preferred reimbursement arrangement. He stated that the reimbursement agreement for Quality Development covers improvements to Sand Hollow Road. Staff supports the agreement as presented in the meeting packet. Mayor Fawcett noted that comments received during town hall meetings have indicated a need for additional turn lanes on Sand Hollow Road. Mr. LeBaron explained that the final agenda item was to award the bid for the 100 South project. Six bids were received, and the lowest bid was below the estimated cost. Staff recommended awarding the bid to ACAD, which has completed other projects in the City and submitted the lowest bid. He also provided an update on a trail project being developed in coordination with Washington County. The proposed trail would extend from the Country Way bridge in Washington to

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Grandpa's Pond. Greater Zion funded a feasibility study for the project, and he stated that he would present the proposed alignment to the Council at a future meeting.

Weston Walker reported that the annual MS4 report has been submitted and staff is working on updating the Storm Water Management Plan, which is required every five years. He stated that Public Works continues to receive numerous plans for review and there has been a significant increase in telecommunications projects. He also reported that a meeting was held regarding Push to Talk, a program that allows department heads to communicate with emergency personnel during an emergency. The program is still being tested but will allow staff to dispatch crews. He explained that FirstNet, through AT&T, provides priority communications during emergencies.

Hayden Roberts announced that the City's trash collection days would be held the following week, Monday through Wednesday, and provided the dumpster locations. He reported that there were no flooding issues during the rain over the weekend. He also stated that a water detection device had been obtained for installation at the Three Points Center the following week. Additionally, 1150 West has been painted, which has helped address street parking issues.

Mike Johns announced that Public Power Days was held the previous evening and had a good turnout. Councilman Prete suggested notifying the schools about the event in the future. Councilman Spendlove stated that lighting is needed at Exit 19 on SR-7. Mr. LeBaron explained that lighting would be included in the improvements at that exit. Councilman Imlay noted that lighting is also needed at 3000 South. He explained that power was extended to the area when the road was constructed but could not be connected at the time. He added that power is now closer to the area. Dayton Hall explained that the City does not yet have the easements needed to extend the power line at 2400 South to Exit 19 on SR-7.

Mike Vercimak stated that Kory Wright was unable to attend and asked him to provide an update on the irrigation project. The preconstruction meeting for Phase 2 is scheduled for October 29th, with the Phase 1 irrigation system scheduled to begin operation on November 4th and 5th. He also stated that work has not started on the Sand Cove Park project and recommended tabling the discussion until further information is available. Councilman Excell asked whether the irrigation project included a warranty. Mr. Vercimak stated that it included a one-year warranty. Councilman Excell noted that sinkholes were developing in some asphalt areas and stated that the project should be monitored closely.

Chief Yates introduced Avery Iacono as the new shelter attendant, who started the previous week. He announced that the UTV Takeover is scheduled for October 23rd –25th and is a large event that brings many visitors to the area. He also reported that Officers Garrett, Holcomb, and Roberts completed SWAT testing the previous week and all passed. Officer Harris completed field training and is now able to patrol independently.

Darren Barney reported that the central star concrete at the Veterans Park is complete, and staff hopes to install the flagpole base by the following week. The monument designs have

been approved. The curb and gutter were staked the previous week, revealing that some asphalt will need to be cut back. The curb and gutter contractor has been notified and is ready to proceed. He also stated that all splash pads will be shut down and winterized the following week.

Larry Palmer stated that since the last meeting he attended there have been 45 single family permits and three commercial buildings submitted.

Sel Lovell reported that one new hire is pending a background check. Interviews for the Police Records Clerk position have concluded, and interviews for the Street Department are scheduled. He noted that a couple of applicants completed the hiring paperwork but later decided not to work for the City. He also reported attending a Caselle conference this week.

Kaden DeMille reported that construction of the pool continues to progress, although some concrete forms failed and will need to be redone. He invited Council members to attend the biweekly meetings to receive updates on the project. He stated that the November 5th agenda would include an item to declare the current Police Department building surplus property. He explained that a 45-day notice period is required before closing and that delaying the notice would extend the closing date. He asked whether staff could post notice at the property and on the City website in advance, announcing the intent to declare the property surplus and sell it. The Council agreed that the notice could be advertised early. Mr. DeMille added that the sale would include a lease agreement allowing the City to remain in the building until the new facility is complete.

Councilman Excell stated he appreciates the Streets crew and how they handled the recent rainstorm. He also thanked the Planning Department for their sign enforcement clean up.

Mayor Fawcett asked for an update on compliance with the flag signs. He stated he had received opposition to the City's restrictions and invited those with concerns to meet with the Council, but no one had attended. Mr. Cupp stated that most of the signs had been removed and explained that the new ordinance prohibits wind signs. He will follow up on those that remain. Mayor Fawcett asked whether Sky Ridge had been swept following the last complaint. Mr. Roberts confirmed that it had been swept the following day. Councilman Excell noted that similar complaints had been received while addressing issues in Dixie Springs. Mayor Fawcett asked whether the Council wanted to participate in a trunk at the Fall Feast the following week. The Council agreed.

Councilman Imlay stated that the Neon Night Run is October 23rd at Grandpas Pond starting at 8 p.m. and the Fall Festival is October 24th. The pool is scheduled to be open on July 8th of next year.

6:00 p.m. - **Call to Order** –

Mayor Fawcett welcomed everyone and called the meeting to order. He announced that the zone change near the Sky Mountain area asked to be moved from this agenda so it will not be heard tonight.

Prayer: Kaden DeMille

Pledge: Weston Walker

Declaration of any conflicts of interest

None declared.

Minutes of the Regular City Council Meeting for September 17, 2026, and October 1, 2026

Dave Imlay motioned to approve the September 17, 2026, and October 1, 2026, minutes as written. Seconded by Amy Werrett. Motion carried unanimously.

Public Forum – Comments From Public

Kelly Swan expressed concerns regarding an August 9th gunshot incident in which a bullet entered her occupied residence, endangering her family. She stated that ballistic testing had not been completed, no charges had been filed, and she had not received communication from police leadership or the responsible party's homeowner's insurance information. She requested greater administrative accountability and asked the Council to facilitate a meeting with the City Manager and police leadership before November 11th to discuss the investigation, public safety, and resource allocation.

OLD BUSINESS

1. Presentation of additional information and possible reconsideration of the Council's August 20, 2026, denial of the request to rezone Lot 6 of the Crocker Enterprises industrial subdivision located near the north end of the industrial portion of Old Highway 91 from Light Industrial (M-1) to Heavy Industrial (M-2); File No. ZC26-13; Parcel Nos. H-CREL-6 and H-CREL-6-RD2; Richard O'Shields, applicant; Karl Rasmussen, agent

Mayor Fawcett explained that the item was presented to the Council in August and was denied. The applicant approached him afterward with additional information they wanted the Council to consider. He allowed the item to be brought back for consideration before the one-year waiting period expired because of the additional information, clarifying that doing so did not constitute his endorsement of the request.

Richard O'Shields, Senior Vice President of Real Estate for SRM Concrete, apologized for missing the previous meeting due to a family emergency. He presented an overview of the company, its mission, and operations. He stated that the company has invested millions of dollars in sustainable practices to protect surrounding properties and reviewed its dust control processes, explaining that each plant has comprehensive dust protection. He stated that SRM Concrete operates in 24 states and would like to establish Hurricane as its western headquarters. He explained that the subdivision code requires screening the site so that only the towers are visible from the road. He offered to place the City seal on the tower so it could be seen from throughout the area. He stated that the company currently operates within the County but would like to establish a location within Hurricane City. The proposed plant would create 12 to

15 additional jobs. He added that the company had been recognized as one of the best places to work in the United States and gives 10% of its profits back to the communities it serves. He emphasized the company's commitment to being a good community partner and its willingness to incur additional expenses to achieve that goal. Councilman Excell asked whether the company's current site was designed similarly to the proposed facility. Mr. O'Shields explained that it was not, as the company had recently purchased the operation and the current owner was unwilling to sell the property. He stated that the company did not want to make improvements to a site it did not own. He added that Denver is the company's closest location to Utah. Councilman Excell stated that he would like to visit other SRM Concrete locations before proceeding. Mr. O'Shields presented renderings of the proposed buildings. He discussed the company's focus on health, safety, and welfare. He stated that the company was transitioning its trucks from traditional backup beepers to white-noise alarms to reduce the impact on neighboring properties. In response to Councilman Spendlove's question about cleaning up spilled aggregate, Mr. O'Shields explained that the material is washed into onsite pits, where sediment is periodically excavated, loaded onto trucks, and hauled offsite. He also stated that excess concrete is used to create bin blocks, which are donated to government entities for road projects. Councilman Imlay stated that he would like to visit existing SRM Concrete plants, noting that his experience with batch plants had involved problems. He asked how the City could ensure the facility would be developed and maintained as presented if approved. Dayton Hall explained that the City could establish those requirements through a development agreement.

Bryan Thompson, owner of Spray Force, stated that his property would be directly adjacent to the proposed batch plant, sharing a property line along the entire corner. He expressed concern that the applicants had not contacted him despite stating they wanted to be good neighbors. He stated that he understood the area to be designated for light industrial use. He explained that he had invested significant funds in constructing his building, with his office located approximately 30 feet from where the trucks would operate, resulting in substantial traffic throughout the day. He stated that he did not anticipate this type of operation when investing in the property. He noted that two existing batch plants in the area had received negative feedback and based on his 40 years of experience in the cement industry, stated that even well-managed plants generate significant dust and mess. He expressed opposition to the proposed location, stating that he chose the area expecting light industrial uses and was concerned that approving the project could encourage similar operations in the future.

Justin Lowe stated he was representing Balance of Nature, a neighboring business that has invested in the area and at Liberty Village. He stated that the company supports growth but is concerned about changing the area from light industrial to heavy industrial. He explained that Balance of Nature is a food manufacturing facility subject to strict health standards and that the proposed use could create additional burdens for the business. He stated that the company invested in the area because it was designated for light industrial use and asked the Council to consider the businesses already established and invested in the area.

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Mayor Fawcett stated that the industrial park was intended for light industrial uses and that efforts had been made to maintain an attractive appearance. He stated that he did not recall how the two existing concrete batch plants were approved but noted there have been conflicts with them. He expressed the importance of consistency in zoning, as businesses make investments based on the permitted uses. He stated that SRM Concrete appeared to have a clean operation and that he would like to tour its facilities, but truck traffic remained a concern. Councilman Excell stated that SRM Concrete provided a thorough presentation but that he needed more information before making a decision. He asked whether an agreement could address the placement of the concrete operations on the property to increase the distance from neighboring businesses. Councilwoman Werrett asked about the types of businesses located near SRM Concrete's other facilities. Mr. O'Shields stated that the company has more than 600 locations near a variety of uses, including residential areas, food manufacturing facilities, and car dealerships. Councilman Prete requested contact information for nearby SRM Concrete facilities and surrounding businesses.

Mayor Fawcett asked about the anticipated truck traffic. Mr. O'Shields stated that 12 trucks would make approximately three trips per day, along with three aggregate tractor-trailers arriving daily to unload materials. He added that the trucks are equipped with the latest safety features. Councilman Spendlove stated that he was impressed with the proposed site but wanted to see the operation in person. He asked whether the company would consider another location. Mr. O'Shields stated that the company had considered this site or a location in the County but preferred to locate in Hurricane. Councilman Imlay stated that he would like to see SRM Concrete locate in Hurricane but had concerns about the proposed site due to the neighboring businesses. He reiterated the importance of maintaining consistency with the current zoning and suggested a property without existing neighboring businesses might be more suitable. Mr. O'Shields stated that the company was under time constraints to relocate due to water issues. Councilman Excell stated that he had driven through the area and would prefer to see the operation located at the opposite end of the cul-de-sac to reduce truck traffic impacts on the neighboring business. Gary Cupp explained that trucking is a permitted use in light industrial zones and that the primary distinctions between light and heavy industrial zoning involve noise, emissions, and raw materials. Mr. O'Shields added that newer facilities operate more quietly. He stated that SRM Concrete was willing to continue the application to allow Council members to tour other facilities and to prepare a revised site plan locating the operation at the opposite end of the cul-de-sac to avoid passing the neighboring business. Mayor Fawcett also recommended that the company meet with neighboring businesses. Councilwoman Werrett stated that she would like to speak with neighboring businesses in other communities as well.

Lynn Excell motioned to table the reconsideration of the Council's August 20, 2026, denial of the request to rezone Lot 6 of the Crocker Enterprises industrial subdivision located near the north end of the industrial portion of Old Highway 91 from Light Industrial (M-1) to Heavy Industrial (M-2); File No. ZC26-13; until November 19th to allow time for the Council to research their other locations. He also directed the applicant to look at the other site in the same cul-de-

sac and to talk to their neighbors about their concerns. Seconded by Joseph Prete. Motion carried unanimously.

NEW BUSINESS

1. Consideration and possible approval of a Reimbursement Agreement with Academy Construction Lending LC for Sands Cove Phase 2 Park

Mayor Fawcett reminded the Council that Mr. LeBaron stated this item needed to be tabled.

Joseph Prete motioned to table the Reimbursement Agreement with Academy Construction Lending LC for Sands Cove Phase 2 Park. Seconded by Dave Imlay. Motion carried unanimously.

2. Consideration and possible approval of a Reimbursement Agreement with Quality Development, LLC for Lakeside at Desert Sands

Mike Vercimak explained that the developer installed additional pavement on Sand Hollow Road adjacent to the development. Dayton Hall clarified that the agreement provides for impact fee credits only and does not involve any cash payments.

Dave Imlay motioned to approve the Reimbursement Agreement with Quality Development, LLC for Lakeside at Desert Sands in the amount of $142,509.10 to be reimbursed through impact fee voucher credits. Seconded by Merlin Spendlove. Motion carried unanimously by a roll call vote.

3. Consideration and possible approval of Ordinance 2026-24 Amending 8-6-2 regarding Claims against the City – Dayton Hall

Dayton Hall explained that while reviewing the ordinance, he found a section that does not align with state code. The current ordinance allows claims to be filed within two years with the City Manager, while state code requires claims to be filed within one year with the City Recorder. He stated the proposed amendments would bring the ordinance into alignment with state code.

Amy Werrett motioned to approve Ordinance 2026-24 Amending 8-6-2 regarding Claims against the City. Seconded by Dave Imlay. Motion carried unanimously by a roll call.

4. Consideration and possible approval of Zone Change Amendment No. ZC26-16 to rezone a property located at 297 S Rlington Pkwy from Single Family Residential R1-10(PDO) to Multiple Family Residential RM-1; File No. ZC26-16; Parcel No. H-PHRL-1-OPEN-B-1; Bryan Owen, applicant; Gerald Pratt, agent

Gary Cupp explained that the property was platted as open space for the former Colina Tinta subdivision and was intended to be maintained by the HOA. The property has been fenced off and has never been used as open space. The HOA was dissolved years ago, and the property was sold at auction. The new owner is requesting to rezone the property to RM-1. Mr. Cupp stated that the neighboring property is zoned RM-2, the property to the north is zoned R1-10, and the property across the street is single-family residential. Mayor Fawcett asked whether the City required the property to remain open space when the development was approved.

Dayton Hall explained that the property is currently zoned and platted as open space, so the plat would need to be amended if the rezone were approved. Mayor Fawcett stated that if open space was a requirement of the original approval, it should remain open space. Mr. Cupp stated that he did not believe that was the case, but the record was unclear. Mr. Hall explained that the development was approved as a PDO, which required open space. Mayor Fawcett asked about the location of the nearest park. Mr. Cupp stated that it was approximately one mile away and that additional parks were planned for the area. Councilwoman Werrett noted that the property had never been used as open space and had been fenced off. Councilman Excell stated that he was initially opposed to the request but had changed his position after hearing the applicant and Planning Commissioners discuss concerns with the site, including access issues. He added that the owner purchased the property without knowing it had been designated as open space. The Planning Commission unanimously recommended approval. Councilman Spendlove added that, given the site challenges, he would not want to see a park located there.

Bryan Owen stated that he had spoken with the neighboring property owners who previously opposed the request and that they are now in favor of the proposed changes. He explained that a deep ditch runs along the neighbors' yards, which would help prevent impacts to their properties. He added that, due to the blind corner, changing the zoning to RM-1 would allow for a single access point. He stated that the proposal would not increase density, as four single-family homes could be built on the property, and the applicant is proposing four units. He added that they intend to live in one of the units. Councilwoman Werrett stated that this was the type of multifamily development she likes to see and that it was an appropriate use of the land. Dayton Hall clarified that the current PDO zoning designates the property as open space, while the underlying zoning is single-family residential. He explained that the request is not to change the underlying zoning from single-family to multifamily, but rather to change the property from open space to multifamily use. Councilman Prete asked whether the property may have been designated as open space due to access concerns. Mac Hall stated that development of the property was never anticipated under the current PDO.

Amy Werrett motioned to approve Zone Change Amendment No. ZC26-16 to rezone a property located at 297 S Rlington Pkwy from Single Family Residential R1-10(PDO) to Multiple Family Residential RM-1; File No. ZC26-16. Seconded by Merlin Spendlove. Motion carried with Lynn Excell, Amy Werrett, and Merlin Spendlove voting aye. Joseph Prete and Dave Imlay voted nay.

5. Consideration and possible approval of awarding the bid for the 100 South improvement project – Arthur LeBaron

Weston Walker stated that six bids were received for the project, with ACAD submitting the lowest bid at $2,167,764.57, which was below the engineer's estimate. Kaden DeMille explained that some projects span multiple budget years and that staff discovered this project was not included in the current year's budget. The budget will need to be amended to include the project.

Lynn Excell motioned to award the bid for the 100 South improvement project to ACAD in the amount of $2,167,764.57. Seconded by Amy Werrett. Motion carried unanimously by a roll call vote.

6. Discussion regarding on short-term rental enforcement and compliance – Mayor Fawcett

Mayor Fawcett reviewed the questions he provided to the Council and stated that the primary purpose of the discussion was to determine what the current ordinance requires and clarify the process. He explained that if police respond to a call but no citation is issued, it does not count as a strike, and a courtesy letter is sent to the property owner. He stated that he wants a system that effectively addresses legitimate complaints and asked whether a strike should be issued whenever police are called. He presented several ideas for circumstances that could constitute a strike and asked whether management companies could provide reports showing which taxes are being paid. He also expressed the need for a tracking system and explained that a hotline is available for residents to submit complaints, which notifies staff. Mayor Fawcett stated that any proposed ordinance changes would need to go through the Planning Commission, but he wanted to provide direction on what the Council would like to see addressed.

Councilwoman Werrett asked how noise and parking complaints are handled for regular residences. Chief Excell explained that when officers respond to noise complaints, they typically knock on the door, inform the occupants of the complaint, and ask them to quiet down. If they comply, officers would not necessarily issue a citation. He noted that neighbors who oppose a vacation rental could repeatedly make complaints. Councilman Excell stated that a verified incident should count as a strike. Mayor Fawcett stated that vacation rental owners have a greater level of responsibility than owners of regular residences. He clarified that he does not want a neighbor to be able to force a vacation rental out simply because they oppose it but wants action taken when legitimate problems occur. He added that vacation rental owners are responsible for their renters.

Councilman Prete asked what constitutes a noise problem. Chief Yates explained that noise may be considered a problem if it can be heard inside a neighboring home or from the street, or if it occurs at an unusual time. Mayor Fawcett stated that strikes are counted annually and reset each year. He added that owners need to be notified of complaints. Chief Yates stated that staff has observed consistent problems with certain rentals. A resident in the audience who cleans vacation rentals explained that when renters leave a mess, they are fined and the money goes to the cleaner. She suggested implementing a similar system in which fines would be paid to the City. Mayor Fawcett stated that a reliable tracking system is needed and that owners must be held accountable. He stated that street parking should be allowed, while off-street parking must still be provided. Councilwoman Werrett supported allowing officers discretion in determining whether to issue a citation and agreed that street parking should be permitted. Councilman Prete stated that the City should penalize those who violate the ordinance without penalizing owners who are making a good-faith effort to comply. Mayor

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Fawcett asked Council members to review the ordinance and his questions and provide suggestions regarding what should be enforced or removed. Dayton Hall explained that a vacation rental license is revoked after three strikes, and the revocation may be appealed to a hearing officer. He stated that the City has the burden of proving an ordinance violation and that staff reviews incidents internally to ensure each strike is valid and can be substantiated. Mayor Fawcett stated that if the same location receives repeated complaints within a month, it may indicate that the owner is not enforcing the rental rules or that the City is not notifying the owner of the complaints.

7. Discussion on creating an Emergency Preparedness Committee – Mayor Fawcett

Mayor Fawcett stated that a group of women assisted residents during the flood. He felt the City crews did a wonderful job but believed the City could have done more to assist those affected. He met with the women to review their efforts and proposed creating a committee focused on assisting victims during major events rather than on emergency preparedness. The committee would help residents understand available resources and the recovery process. Proposed responsibilities include organizing donations, coordinating equipment and manpower, helping arrange temporary housing, compiling a resource list, establishing a 501(c)(3) organization to accept donations, preparing educational materials to help residents prepare for emergencies, and providing training on insurance matters. Mayor Fawcett asked whether the committee should be established by ordinance or could operate as an informal committee. Councilman Excell noted that the City already has a victim advocate with a different role and recommended calling the proposed committee the Major Event Advocacy Committee to avoid confusion. He stated that the committee could work well with an emergency management program and supported the idea, while cautioning that its responsibilities should be clearly defined. He added that the City needs to reestablish its emergency management program because it is required by the State.

Kaden DeMille stated that he supported the idea but noted the need for a clear division of responsibilities between the City and the proposed group. He agreed that the emergency management program needs to be reinstated and questioned how much influence the City should have over an entity that receives donations. He suggested establishing a 501(c)(3) organization for the City instead. Mayor Fawcett agreed that the emergency management program needs to be reinstated. Councilwoman Werrett supported creating a committee and stated that updating available resources would be beneficial. Mayor Fawcett asked whether members should serve terms or be appointed by the Mayor. Dayton Hall explained that the Beautification Committee operates informally, with members appointed by the Mayor, and suggested using a similar approach to provide direction without formally establishing the committee by ordinance. Councilman Spendlove supported the idea but stressed that everyone must understand their responsibilities during an emergency and avoid overlapping duties. Councilman Excell stated that Hurricane is a safe place to live but noted that committees can lose momentum without ongoing activity. He explained that the City is responsible for restoring infrastructure, while the proposed group would focus on helping residents. He stated that the City should support the group and provide training so everyone understands their roles. Mayor

Fawcett acknowledged that maintaining interest could be difficult when major events do not occur frequently. Councilman Excell noted that an existing organization already provides similar assistance and has resources available. Councilwoman Werrett suggested holding an annual event to bring people together and keep them informed. Mayor Fawcett stated that he would work with Dayton Hall on the proposal and bring it back to the Council for further discussion.

8. Mayor, Council, and staff reports

Mayor Fawcett reviewed his handout regarding tumbleweeds and stated they are currently a significant mess. He is looking for ways to raise awareness and address the issue. Fred Resch III has sent notices, and another, more strongly worded letter will be sent. A group will assist with cleanup along the IHC Trail and at the entrance to Liberty Village. Mayor Fawcett is considering a contest to see who can gather the most tumbleweeds and proposed holding a community cleanup challenge on November 14th. He is checking with UDOT to determine whether one of its parcels could be used as a drop-off location for disposal. He also asked all departments to clean up around their facilities. Prize money would come from the wage increase he declined. Mayor Fawcett invited Council members to bring forward other concerns they would like to address for discussion.

Councilman Imlay stated that St. George recently approved significant pay raises, which may be something the City needs to consider in the near future. Chief Yates stated that St. George has been contacting his officers. Councilman Excell noted that they actively recruit officers. Mayor Fawcett stated he would bring the matter up at the next Mayors meeting, noting that he did not consider the recruitment practices to be neighborly.

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

Joseph Prete motioned to go into a closed session at 8:25 p.m. to discuss reasonably imminent litigation, the potential purchase of water, and a development agreement involving land owned by the City. Seconded by Lynn Excell. Motion carried unanimously.

Adjournment: Joseph Prete motioned to go out of closed session and adjourn meeting at 9:38 p.m. Seconded by Dave Imlay. Motion carried unanimously.

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HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date: November 5, 2026

Item: Municipal Building Authority (MBA) agenda item #1
MBA agenda item #2
MBA agenda item #3
City Council agenda item #2

Discussion: As a required step of the sale and issuance of bonds to finance the proposed Police Station and City Hall, public hearings are scheduled to receive public input on the issuance of not more than $27,000,000 of Lease Revenue Bonds. Specific to MBA agenda item #1's public hearing, any potential economic impact that the improvements, facility, or property financed in whole or in part with the proceeds may be addressed.

From staff's perspective, there is no intention of raising property taxes, or taxes in general, or increase in any rates, to handle this financing. Current debt payments are intentionally wrapped up in the financing plan to even the burden of the repayment terms. In essence, as debt on existing infrastructure is paid off, budgeted funds that go towards that infrastructure will then be used, in part, for the repayment of the Series 2026 Lease Revenue Bonds. Any remaining shortfall has already been calculated and budgeted for above and beyond money already saved and earmarked for the project.

Any other economic impact the improvements, facility, or property may have on the private sector, is estimated to be minimal. These are governmental buildings designed to house public safety and the administrative services of the city. Future phasing of the city civic center property anticipated the possible use of providing commercial space; however, there are no plans in place for that phase nor any intention in the near future to proceed with that phase. Consideration is given however, of designing recreational facilities in the future on the west side of the property. The effects of green space and playground equipment, etc have not been evaluated for the effects they could have on the private sector but it is anticipated it will be positive.

Specific to MBA agenda item #3, is proposed language authorizing a preliminary official statement (POS) and an official statement for the bond sale. These documents are reviewed by city staff, bond counsel, and the city's financial consultants. These statements provide potential bond buyers, legal, financial, and other pertinent information prior to the sale of the bonds and are a normal step in the process of the issuance of bonds.

City Council agenda item #2 reflects a change in “hats” where the council steps out of the MBA meeting into the normal council meeting essentially ratifying the decisions made by the MBA board. – Kaden DeMille

Findings:

Recommendation:

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") will be held at 147 North 870 West, Hurricane, Utah, at 6:00 p.m. on November 5, 2026, for the purpose of holding a public hearing regarding the issuance of the Authority's Lease Revenue Bonds, Series 2026, in a total principal amount of not more than $27,000,000, and providing members of the public desiring to be heard, an opportunity to present testimony on the proposed issuance of a lease revenue bond and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair/President, Vice President and Trustees of the Governing Board of the Authority, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair/President

_____
Vice President

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

Hurricane, Utah

November 5, 2026

The Governing Board (the "Governing Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), met in special public session at 147 North 870 West, Hurricane, Utah, on November 5, 2026, at the hour of 6:00 p.m., with the following Trustees being present:

Clark Fawcett	Chair/President
Joseph Prete	Vice President
Lynn Excell	Trustee
Dave Imlay	Trustee
Merlin Spendlove	Trustee
Amy Werrett	Trustee

Also present:

Cindy Beteag	Secretary-Treasurer
Kaden Demille	City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this public hearing had been discussed, the Secretary-Treasurer presented to the Governing Board a Certificate of Compliance with Open Meeting Law with respect to this November 5, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The Secretary-Treasurer noted that pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, and the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, a notice of public hearing with respect to the issuance of the Authority's proposed lease revenue bonds in the principal amount of not to exceed $27,000,000 (the "Series 2026 Bonds") was (a) posted as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended, (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on Hurricane City, Utah's (the "City") official website and (iii) in a public location within the City that was reasonably likely to be seen by residents of the City, (b) published for two consecutive weeks in *The Spectrum*, a newspaper of general circulation in the City, and (c) published electronically in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended, not less than fourteen (14) days before the public hearing.

The public hearing, which was being held separate from any other public hearing, was then opened to all members of the public, giving each member desiring to be heard an opportunity to provide testimony, within reasonable time limits and without unreasonable restriction on the

number of individuals allowed to make comment, with respect to the proposed issuance by the Authority of its Series 2026 Bonds.

After all such testimony with respect to the issuance by the Authority of its Series 2026 Bonds was provided, the public hearing was closed.

This November 5, 2026.

(SEAL)

By:_____
Chair/President

ATTEST:

By:_____
Secretary-Treasurer

(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:_____
Chair/President

ATTEST:

By:_____
Secretary-Treasurer

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the undersigned, duly qualified, and acting Secretary-Treasurer of the Governing Board (the "Governing Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), do hereby certify:

The foregoing pages are a true, perfect and complete copy of the record of proceedings of the Governing Board, had and taken at a lawful special meeting of said Governing Board held at 147 North 870 West, Hurricane, Utah, on November 5, 2026, commencing at the hour of 6:00 p.m., as recorded in the official book of the proceedings of the Authority kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein were present at said meeting as therein shown.

I further certify that a notice of public hearing with respect to the issuance of the Authority's Series 2026 Bonds was (a) posted as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended, (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the official website of Hurricane City, Utah (the "City"), and (iii) in a public location within the City that was reasonably likely to be seen by residents of the City, (b) published for two consecutive weeks in *The Spectrum*, a newspaper of general circulation in the City, and (c) published electronically in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended, not less than fourteen (14) days before the public hearing.

All members of the Governing Board were duly notified of said meeting, pursuant to law.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this November 5, 2026.

(SEAL)

By:_____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH OPEN MEETING LAW

I, Cindy Beteag, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the November 5, 2026, public meeting held by the Authority as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1, (the "Notice") to be posted at the principal offices of Hurricane City, Utah (the "City") 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) By causing a copy of such Notice, in the form attached hereto as Schedule 1, 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) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

The Authority does not schedule its meetings in advance over the course of the year.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 5, 2026.

(SEAL)

By:_____
Secretary-Treasurer

SCHEDULE 1

NOTICE OF MEETING

NOTICE OF SPECIAL MEETING

TO THE MEMBERS OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH:

NOTICE IS HEREBY GIVEN that a special meeting of the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") will be held at 147 North 870 West, Hurricane, Utah, at 6:00 p.m. on November 5, 2026, for the purpose of authorizing a preliminary official statement and an official statement, an official notice of bond sale, and all other documents required in connection with the issuance and sale of its Lease Revenue Bonds, Series 2026 in a total principal amount of not more than $27,000,000, and related matters, and for the transaction of such other business incidental to the foregoing as may come before said meeting.

_____
Secretary-Treasurer

ACKNOWLEDGMENT OF NOTICE
AND CONSENT TO SPECIAL MEETING

We, the Chair/President, Vice President and Trustees of the Governing Board of the Authority, do hereby acknowledge receipt of the foregoing Notice of Special Meeting, and we hereby waive any and all irregularities, if any, in such notice and in the manner of service thereof upon us and consent and agree to the holding of such special meeting at the time and place specified in said notice, and to the transaction of any and all business which may come before said meeting.

_____
Chair/President

_____
Vice President

_____
Trustee

_____
Trustee

_____
Trustee

_____
Trustee

Hurricane, Utah

November 5, 2026

The Governing Board (the "Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), met in special session at 147 North 870 West, Hurricane, Utah, on November 5, 2026, at 6:00 p.m. with the following Trustees being present:

Clark Fawcett	Chair/President
Joseph Prete	Vice President
Lynn Excell	Trustee
Dave Imlay	Trustee
Merlin Spendlove	Trustee
Amy Werrett	Trustee

Also present:

Cindy Beteag	Secretary-Treasurer
Kaden DeMille	City Manager

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this resolution had been discussed, the Secretary-Treasurer presented to the Board a Certificate of Compliance with Open Meeting Law with respect to this November 5, 2026, meeting, a copy of which is attached hereto as Exhibit A.

The Secretary-Treasurer noted that pursuant to the provisions of the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended, a notice of public hearing with respect to the issuance of the Authority's Lease Revenue Bonds, Series 2026 in the principal amount of not to exceed $27,000,000 was posted as a Class A notice under Section 63G-30-102, Utah Code Annotated 1953, as amended, (i) on the Utah Public Notice Website created under Section 63A-16-601, Utah Code Annotated 1953, as amended, (ii) on the official website of Hurricane City, Utah (the "City"), and (iii) in a public location within the City that is reasonably likely to be seen by residents of the City, and (b) published in accordance with Section 45-1-101, Utah Code Annotated 1953, as amended, not less than fourteen (14) days before the public hearing.

The hearing was then opened to all members of the public desiring to give input with respect to the issuance by the Authority of its Lease Revenue Bonds, Series 2026.

After all such input with respect to the issuance of the Lease Revenue Bonds, Series 2026 was presented, the public hearing was closed.

The following resolution was then introduced in written form, was fully discussed, and pursuant to motion duly made by Trustee _____ and seconded by Trustee _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Chair/President and recorded in the official records of the Board. The resolution is as follows:

RESOLUTION NO. _____

A RESOLUTION OF THE GOVERNING BOARD OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH AUTHORIZING AND APPROVING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT, AN OFFICIAL NOTICE OF BOND SALE, AND ALL OTHER DOCUMENTS REQUIRED IN CONNECTION WITH THE ISSUANCE AND SALE OF NOT MORE THAN $27,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2026 (THE "SERIES 2026 BONDS"); AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, by resolution adopted on October 1, 2026 (the "Parameters Resolution") by the Governing Board (the "Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") approved the issuance by the Authority of its Lease 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 Authority) to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), (b) fund any required deposit to a debt service reserve fund, if necessary, and (c) pay costs of issuance with respect to the Series 2026 Bonds; and WHEREAS, in connection with the sale of the Series 2026 Bonds, the Authority desires to (a) authorize the use and distribution of a preliminary official statement relating to the Series 2026 Bonds (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit B, (b) approve a final official statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, (c) authorize and approve an Official Notice of Bond Sale (the "Official Notice of Bond Sale") in substantially the form attached hereto as Exhibit C in connection therewith should the Series 2026 Bonds be sold at a competitive sale, and (d) authorize and approve all other documents relating thereto;

WHEREAS, the Authority may not exercise any of its powers without prior authorization by Hurricane City, Utah (the "City"), and the City Council (the "Council") of the City by resolution adopted on October 1, 2026, and November 5, 2026 (the "City Resolution") authorized all prior actions of the Authority and the actions contemplated hereby in connection with the issuance of the Series 2026 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah, as follows:

Section 1. The Board hereby authorizes the utilization and distribution of the Preliminary Official Statement in substantially the form attached hereto as Exhibit B (including an Official Notice of Bond Sale in substantially the form attached hereto as Exhibit C should the Series 2026 Bonds be sold at a competitive sale) in the marketing of the Series 2026 Bonds and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement.

Section 2. Pursuant to the Parameters Resolution, this resolution, and authorization from the Council pursuant to the City Resolution, the Board hereby grants and further gives authority to the Designated Officers (as defined in the Parameters Resolution) or other appropriate officials of the Authority the authority to make any alterations, changes or additions to the Preliminary Official Statement, the Official Statement, the Official Notice of Bond Sale, or any other document which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the parameters set by the Parameters Resolution), 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 Board or the provisions of the laws of the State of Utah or the United States.

Section 3. Upon the issuance of the Series 2026 Bonds, this resolution shall be and shall 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 (as defined in the Parameters Resolution).

Section 4. 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.

APPROVED AND ADOPTED this November 5, 2026.

(SEAL)

By:_____
Chair

ATTEST:

By:_____
Secretary-Treasurer

(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:_____
Chair

ATTEST:

_____
Secretary-Treasurer

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the undersigned, duly qualified and acting Secretary-Treasurer of the Governing Board (the "Board") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), do hereby certify:

The foregoing pages are a true, perfect and complete copy of the record of proceedings of the Board, had and taken at a lawful special meeting of said Board held at 147 North 870 West, Hurricane, Utah, on November 5, 2026, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Authority kept in my office, and said proceedings were duly had and taken as therein shown, and the meeting therein shown was duly held, and the persons therein named were present at said meeting as therein shown.

All members of the Board were duly notified of said meeting, pursuant to law.

I further certify that the Resolution, with all exhibits attached, was deposited in my office on November 5, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this November 5, 2026.

(SEAL)

By:_____
Secretary-Treasurer

EXHIBIT A

CERTIFICATE OF COMPLIANCE WITH
OPEN MEETING LAW

I, Cindy Beteag, the undersigned Secretary-Treasurer of the Governing Board of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority"), do hereby certify, according to the records of the Authority in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time, and place of the November 5, 2026, public meeting held by the Authority as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1 (the "Notice"), to be posted at Hurricane City, Utah's (the "City") 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) By causing a copy of such Notice, in the form attached hereto as Schedule 1, 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) By causing a copy of such Notice, in the form attached hereto as Schedule 1, to be posted on the City's official website at least twenty-four (24) hours prior to the convening of the meeting.

The Authority meets on an "as needed" basis.

IN WITNESS WHEREOF, I have hereunto subscribed my official signature this November 5, 2026.

(SEAL)

By:_____
Secretary-Treasurer

SCHEDULE 1 – NOTICE OF MEETING

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED [NOVEMBER 24], 2026

NEW ISSUE **Rating: S&P "[___]"**
Book-Entry Only **(See "BOND RATING" herein.)**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2026 Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" in this Official Statement.

$23,595,000*
MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH
LEASE REVENUE BONDS, SERIES 2026
Payable from Base Rentals to be Made by
THE CITY OF HURRICANE, UTAH
Pursuant to an Annually Renewable Lease

Dated: Date of Delivery **Due: September 1, as shown on inside front cover**

The Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2027, all as more fully described herein. Payment of the principal of and interest on such Series 2026 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2026 BONDS—Book-Entry Only System" herein.

The Series 2026 Bonds are subject to optional, extraordinary, [and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2026 BONDS—Redemption" herein.

The proceeds of the Series 2026 Bonds will be used to (i) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project") and (ii) pay costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Lease, including its right to receive the Base Rentals under the Lease as security for the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds. In addition, the Authority will grant a security interest in the Series 2026 Project for the equal and proportionate benefit of the owners of the Series 2026 Bonds. The Series 2026 Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Series 2026 Bonds.

Under the herein described Lease, the City of Hurricane, Utah (the "City") has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Series 2026 Bonds coming due in each year but only if and to the extent that the City Council of the City annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term under the Lease plus such additional amounts as are necessary to operate and maintain the Series 2026 Project during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated.

THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE LEASE. NEITHER THE OBLIGATION OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE SERIES 2026 BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2026 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2026 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The Series 2026 Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on December 8, 2026, as set forth in the Official Notice of Bond Sale, dated November 24, 2026.

The Series 2026 Bonds are offered when, as and if issued by the Authority and subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., as Disclosure Counsel to the Authority. Zions Public Finance, Inc. has acted as municipal advisor to the Authority in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about December 17, 2026.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2026, and the information contained herein speaks only as of that date.

---

* Preliminary; subject to change.

$23,595,000*

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH

LEASE REVENUE BONDS, SERIES 2026

MATURITY SCHEDULE

Due (September 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP No.**
2029	$245,000				
2030	255,000				
2031	435,000				
2032	460,000				
2033	480,000				
2034	505,000				
2035	535,000				
2036	560,000				
2037	590,000				
2038	620,000				
2039	650,000				
2040	685,000				
2041	720,000				
2042	755,000				
2043	795,000				
2044	835,000				
2045	880,000				
2046	930,000				
2047	980,000				
2048	1,030,000				
2049	1,090,000				
2050	1,150,000				
2051	1,215,000				
2052	1,285,000				
2053	1,360,000				
2054	1,435,000				
2055	1,515,000				
2056	1,600,000				

[$_____ _____% Term Bond due September 1, 20___; Price _____%; CUSIP No. _____**]

* Preliminary; subject to change.

** The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this Bond transaction and are included solely for the convenience of the holders of the Series 2026 Bonds. None of the Authority, the City, or the Trustee is responsible for the selection or use of such CUSIP numbers, and no representation is made as to their correctness on the Series 2026 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information set forth herein has been obtained from the Authority, the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the Authority, the City, or the Purchaser to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

The yields at which the Series 2026 Bonds are offered to the public may vary from the initial reoffering yields on the front cover page of this Official Statement. In connection with this offering, the Purchaser may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2026 Bonds. Such transactions, if commenced, may be discontinued at any time.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2026 Bonds.

THE SERIES 2026 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2026 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

$23,595,000*
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

LEASE REVENUE BONDS, SERIES 2026

City of Hurricane, Utah
147 North 870 West
Hurricane, Utah 84737
(435) 635-2811

GOVERNING BOARD OF THE AUTHORITY

Clark Fawcett	Chair/President
Joseph Prete	Vice President
Lynn Excell	Board Member
David Imlay	Board Member
Merlin Spendlove	Board Member
Amy Werrett	Board Member

CITY ADMINISTRATION

Kaden DeMille	City Manager
Dayton Hall	City Attorney
Cindy Beteag	City Recorder
Brenden Angus	City Finance Manager

TRUSTEE, PAYING AGENT & REGISTRAR

Zions Bancorporation, National Association
Corporate Trust
7860 South Bingham Junction Boulevard
Midvale, Utah 84047

MUNICIPAL ADVISOR

Zions Public Finance, Inc.
One South Main Street, 18th Floor
Salt Lake City, Utah 84133

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

$23,595,000*
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

LEASE REVENUE BONDS, SERIES 2026

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") of its $23,595,000* Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2026 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined are defined in "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

See also the following appendices attached hereto: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025; APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE; APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

Capitalized terms used but not otherwise defined herein have the same meaning as given to them in the General Indenture and Master Lease (as hereinafter defined). See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

The Authority

The Authority is a nonprofit corporation created by the City Council of the City of Hurricane, Utah (the "City") pursuant to the Local Building Authority Act, Title 17D, Chapter 2 (the "Building Authority Act"), Utah Code Annotated 1953, as amended ("Utah Code"), and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code (the "Nonprofit Corporation Act"). The Authority was created by the City for the purpose of financing projects on behalf of the City as provided in the Building Authority Act. For more complete information, see "THE AUTHORITY" herein.

The City

The City is situated approximately eleven miles east of St. George, in Washington County, Utah. The City was incorporated in 1912. The City had 25,745 residents according to the 2025 estimate of the U.S. Census Bureau.

For additional information regarding the City, see "THE CITY" herein and "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025" and "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION THE CITY AND WASHINGTON COUNTY."

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* Preliminary; subject to change.

Authorization and Purpose of the Series 2026 Bonds

The Series 2026 Bonds are being issued pursuant to (i) the Building Authority Act; (ii) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Local Government Bonding Act"); (iii) a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as previously supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of December 1, 2026 (the "Seventh Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Authority and Zions Bancorporation, National Association, as trustee (the "Trustee"); and (iv) the authorizing resolutions of the Authority adopted on October 1, 2026 and November 5, 2026. The issuance of the Series 2026 Bonds and the execution and delivery of the hereinafter defined Lease and the Indenture were approved by the City pursuant to a resolution adopted by the City Council of the City (the "City Council"), on October 1, 2026.

The Series 2026 Bonds are being issued to (i) finance the acquisition and construction of a new police station, a new city hall building, and all related improvements (collectively, the "Series 2026 Project") and (ii) pay costs of issuance of the Series 2026 Bonds.

The Series 2026 Project will be leased by the Authority to the City pursuant to an annually renewable Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease dated as of December 1, 2026 (the "Sixth Amendment to Lease" and collectively with the Master Lease as amended, the "Lease"), between the Authority, as lessor, and the City, as lessee.

The properties on which the Series 2026 Project will be located are owned by the City (the "2026 Project Sites"). The City will execute a ground lease to provide a leasehold interest in the 2026 Project Sites to the Authority pursuant to a Ground Lease Agreement dated as of December 1, 2026 (the "Ground Lease"), between the City, as lessor, and the Authority, as lessee.

The term of the Ground Lease will expire on September 1, 2056*; provided that the Ground Lease is subject to extension until September 1, 20[___],* in the event of non-appropriation by the City or failure by the City to pay in full the cost of the improvements to the Project Sites as provided in the Ground Lease. See "SECURITY FOR THE BONDS—Security Documents" herein.

To provide additional security to the Bondholders, the Authority will assign all its rights and interest in the Ground Lease to the Trustee pursuant to an Assignment of Ground Lease Agreement dated as of December 1, 2026 (the "Assignment of Ground Lease").

Outstanding Parity Bonds; Additional Bonds

The Authority has previously issued under the Indenture its Lease Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds") which are currently outstanding in the aggregate principal amount of $431,000 and its Lease Revenue Bonds, Series 2010 (the "Series 2010 Bonds" and together with the Series 2013 Bonds, the "Outstanding Parity Bonds"), which are currently outstanding in the aggregate principal amount of $610,000. The Outstanding Parity Bonds financed or re-financed Projects under the Indenture (the "Previous Projects").

The Authority may issue additional bonds under the Indenture ranking on a parity with the Series 2026 Bonds and the Outstanding Parity Bonds on the terms and conditions specified in the Indenture and the Lease for the purpose of refunding outstanding bonds of the Authority ("Refunding Bonds") or to finance additional Projects for lease to the City ("Additional Bonds"). The Series 2026 Bonds, the Outstanding Parity Bonds, and any Additional Bonds and Refunding Bonds are herein collectively referred to as the "Bonds." See "SECURITY FOR THE BONDS—Additional Bonds and Refunding Bonds" and "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE" herein.

* Preliminary; subject to change.

The Series 2026 Project, the Previous Projects, and any additional projects constructed by the Authority under the Indenture and the Lease are collectively referred to herein as the "Projects." For more detailed information concerning the Projects, see "THE PROJECTS" herein.

Security for and Sources of Payment of the Bonds; Limited Obligations

The Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Lease, including its right to receive the Base Rentals (as defined below) under the Lease as security for the payment of the principal of, premium, if any, and interest on the Bonds.

In addition, the Authority will grant a security interest in the Projects under the Amended and Restated Leasehold Deed of Trust, Deed of Trust, Assignment of Rents and Security Agreement dated as of April 1, 2013 (the "Amended and Restated Leasehold Deed of Trust"), as supplemented by the First Supplement to Amended and Restated Leasehold Deed of Trust, Deed of Trust, Assignment of Rents and Security Agreement, dated as of December 1, 2026 (the "Supplement to Deed of Trust" and together with the Amended and Restated Leasehold Deed of Trust, the "Leasehold Deed of Trust"). The Leasehold Deed of Trust, the Assignment of Ground Lease, and any financing statements filed in connection therewith are sometimes collectively referred to herein as the "Security Documents." The Security Documents are being executed for the equal and proportionate benefit of the Bondowners. The Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Bonds.

Under the Lease, the City has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Bonds coming due in each year (collectively, the "Base Rentals") but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term (as described herein) under the Lease plus such additional amounts (the "Additional Rentals") as are necessary to operate and maintain the Projects during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals (collectively, the "Rentals") thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated.

THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE LEASE. NEITHER THE OBLIGATIONS OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2026 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2026 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The Indenture and Security Documents create a lien on and a security interest in the Projects for the benefit of the Registered Owners of the Bonds. The Projects financed are cross-collateralized pursuant to the terms of the Indenture and Security Documents in that the City cannot elect to appropriate with respect to one or a portion of a Project and not appropriate with respect to other Projects or another portion of the Project without an Event of Nonappropriation occurring under the Lease.

Redemption

The Series 2026 Bonds are subject to optional, extraordinary, [and mandatory sinking fund] redemption prior to maturity as described herein. See "THE SERIES 2026 BONDS—Redemption" herein.

Registration, Denominations and Manner of Payment

The Series 2026 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York

("DTC"). DTC will act as securities depository of the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds.

Principal of and interest on the Series 2026 Bonds (interest payable March 1 and September 1 of each year, commencing March 1, 2027) are payable by Zions Bancorporation, National Association, as paying agent (the "Paying Agent"), to the registered owners of the Series 2026 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest payments to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2026 Bonds, as described under "THE SERIES 2026 BONDS—Book-Entry Only System" herein.

Tax Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2026 Bonds.

Public Sale/Electronic Bid

The Series 2026 Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on December 8, 2026, to the successful bidder(s) (the "Purchaser"), as set forth in the Official Notice of Bond Sale, dated November 24, 2026.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2026 Bonds are offered, subject to prior sale, when, as and if issued and received by the Purchaser subject to approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority, and certain other conditions. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the Authority. Certain legal matters will be passed on for the Authority and the City by the City Attorney. Zions Public Finance, Inc. has acted as municipal advisor to the Authority in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds in book-entry form will be available for delivery for deposit with DTC or its agent on or about December 17, 2026.

Continuing Disclosure

The City will execute a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Series 2026 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. See "CONTINUING DISCLOSURE" and "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Basic Documentation

The "basic documentation," which includes the Indenture, the Lease, the Ground Lease, the Security Documents, and other documentation, authorizing the issuance of the Series 2026 Bonds and establishing the rights

and responsibilities of the City, the Authority, and other parties to the transaction, may be obtained from the "contact persons" as indicated below.

Contact Persons

The chief contact person for the Authority and the City concerning the Series 2026 Bonds is:

Kaden DeMille, City Manager
Hurricane City
147 North 870 West
Hurricane, Utah 84737
(435) 635-2811
kaden@hurricane.utah.gov

The chief contact person for the Municipal Advisor concerning the Series 2026 Bonds is:

Mark K. Anderson, Vice President
Zions Public Finance, Inc.
One South Main Street, 18th Floor
Salt Lake City, Utah 84133
(801) 844-7377
mark.anderson@zionsbancorp.com

THE SERIES 2026 BONDS

General

The Series 2026 Bonds are dated as of the date of their initial delivery, and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2026 Bonds will be payable semiannually on March 1 and September 1 of each year commencing March 1, 2027. The Series 2026 Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof.

The Series 2026 Bonds shall bear interest at the rates and shall mature on the dates as described on the cover page hereof. Interest on the Series 2026 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2026 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Regular Record Date.

Redemption

Optional Redemption. The Series 2026 Bonds maturing on or prior to September 1, 2036, are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after September 1, 2037, are subject to redemption prior to maturity at the option of the Authority in whole or in part on any date on and after September 1, 2036, and if in part, in such order of maturity as may be directed by the Authority at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on September 1, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Date (September 1)	Principal Amount

* Final maturity date.

Upon redemption of any Series 2026 Bonds maturing on September 1, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the related Series 2026 Bonds, in such order as shall be directed by the Authority.]

Extraordinary Redemption. The Series 2026 Bonds shall be callable for redemption prior to maturity in whole on any date, if (i) the Series 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2026 Project shall become apparent, or title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2026 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2026 Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to the Series 2026 Project under the Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to the Series 2026 Project, and possession of the Series 2026 Project, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to the Series 2026 Project shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents for the Series 2026 Project may, subject to the limitations of the Indenture, be foreclosed and the Authority's interest in the Series 2026 Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2026 Project (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied by the Trustee to the redemption of the Series 2026 Bonds at the earliest date practicable. Any such redemption of the Series 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE SERIES 2026 BONDS ARE TO BE REDEEMED BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY OR THE TRUSTEE WITH RESPECT TO SAID SERIES 2026 BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of all Series 2026 Bonds, the Trustee is authorized and directed to transfer said moneys to the City.

Notice and Effect of Redemption. Notice of redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2026 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption. Such notice shall contain certain information set forth in the Indenture.

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 is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited and transmitted to the Registered Owners of said Bonds on the redemption date.

Partially Redeemed Series 2026 Bonds. In case any registered Series 2026 Bond shall be redeemed in part only, upon the presentation of such Series 2026 Bond for such partial redemption, the Authority 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 Authority, a Series 2026 Bond or Series 2026 Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2026 Bond. A portion of any Bond in a denomination of more $5,000 to be redeemed will be in the principal amount of $5,000 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 $5,000 denomination which is obtained by dividing the principal amount of such Bonds by $5,000.

Book-Entry Only System

The Series 2026 Bonds are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2026 Bonds. So long as such Series 2026 Bonds are held in the Book-Entry Only system, DTC or its nominee will be the registered owner or Holder of such Series 2026 Bonds for all purposes of the Indenture, the Series 2026 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2026 Bonds may be made in the denominations described above. For a description of the book-entry system for the Series 2026 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM."

Registration, Transfer and Exchange

In the event that the book-entry only system has been terminated, the Series 2026 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2026 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Series 2026 Bonds of any tax or other governmental charge which are required to be paid with respect to such exchange or transfer.

The Trustee shall not be required to transfer or exchange any Series 2026 Bonds (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 Series 2026 Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Series 2026 Bond for redemption.

Under the Indenture, "Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

SECURITY FOR THE BONDS

General

The Bonds are not general obligations but are special, limited obligations of the Authority. The Bonds and the interest thereon are payable solely from, and are secured by a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Lease and the Indenture, except to the extent payable from certain moneys held under the Indenture (excluding the Rebate Fund) and from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any. The Bonds and the interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City, nor shall any of the Bonds or interest thereon be a charge against the general credit or taxing powers of the City. Neither the City nor the Authority on its behalf has pledged the credit of the City to the payment of the Bonds, the interest thereon or amounts due, or to become due, under the Lease. The Authority has no taxing power.

Under the Lease, the City has agreed to pay Base Rentals in amounts and at times that are sufficient to pay principal of and interest on the Bonds coming due in each fiscal year, but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term plus such Additional Rentals as are payable under the Master Lease during such period. The Lease specifically provides that nothing therein shall be construed to require the City to appropriate any moneys to pay the Base Rentals or Additional Rentals thereunder and the City shall not be obligated to pay such Rentals with respect to a Project. Neither the issuance of the Series 2026 Bonds nor the execution and the delivery of the Lease directly or contingently obligates

the City to pay any Base Rentals or Additional Rentals beyond those appropriated for the City's then current fiscal year. See "RISK FACTORS" herein.

Under the Lease, the City is entitled not to appropriate Rentals for the next succeeding Renewal Term with respect to all of the Projects, but it is not entitled to elect to appropriate with respect to less than all of the Projects. In other words, the City Council's decision under the Lease whether to appropriate Rentals for each succeeding Renewal Term is "all or nothing."

Debt Service Reserve Fund

The Indenture creates a Debt Service Reserve Fund and provides that a separate account for each Series of Bonds may be established within the Debt Service Reserve Fund. The Indenture provides that moneys in the Debt Service Reserve Fund shall at all times be maintained in a total aggregate principal amount of not less than the Debt Service Reserve Requirement for all Outstanding Series of Bonds.

There is no Debt Service Reserve Requirement for the Series 2026 Bonds, and no account will be established in the Debt Service Reserve Fund for the Series 2026 Bonds.

For additional information, see "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

Security Documents

In addition to a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Lease and the Indenture, the Bonds will be secured by the Security Documents. The Security Documents consist of the Leasehold Deed of Trust, the Assignment of Ground Lease, and any financing statements filed in connection therewith.

The Series 2026 Project Sites are owned by the City and will be ground-leased to the Authority pursuant to the Ground Lease. The term of the Ground Lease will expire on September 1, 2056,* provided that the Ground Lease is subject to extension until September 1, 20[___],* in the event of non-appropriation by the City or failure by the City to pay in full the cost of the improvements to the Project Sites as provided in the Ground Lease. To provide additional security to the Bondholders, the Authority will assign all its rights and interest in the Ground Lease to the Trustee pursuant to the Assignment of Ground Lease. In addition, the Authority will encumber its leasehold interest in the Series 2026 Project to the Trustee pursuant to the Leasehold Deed of Trust. The Previous Projects are also secured by the Leasehold Deed of Trust.

Reference is hereby made to the actual Security Documents for a complete recital of their terms. During the period of the offering of the Series 2026 Bonds, copies of the Security Documents or their preliminary forms will be available at the office of the Municipal Advisor. Subsequent to the initial offering of the Series 2026 Bonds, copies of the Security Documents may be obtained from the Trustee. Under the Leasehold Deed of Trust, the Authority will irrevocably warrant, grant, transfer, convey and assign to the Trustee, in trust with power of sale, all of its right or leasehold right, title and interest in the Projects, including, but not limited to real property, rents, issues, profits, royalties, income, interest in the leases or subleases, options to purchase, easements, rights of way, proceeds of insurance or condemnation and tangible personal property in order to provide additional security for the Authority's payment obligations with respect to the Bonds and the Indenture. The Leasehold Deed of Trust generally provides for the procedure by which the Trustee can foreclose the lien on the Projects or sell the Authority's interest or leasehold interest in the Projects to pay the Authority's payment obligations under the Bonds and the Indenture.

No deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents may be entered against the City or the Authority, and no judgment requiring a payment of money may be entered against the City under the Lease.

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* Preliminary; subject to change.

Cross-Collateralization

Pursuant to the Indenture and the Master Lease, the Authority has granted to the Trustee for the benefit of the Registered Owners of all Bonds issued and outstanding under the Indenture a mortgage lien on, and security interest in, all of the Authority's right, title and interest in and to each Project financed under the Indenture to the extent provided in the Indenture. The occurrence of an Event of Default under the Indenture (including an Event of Nonappropriation under the Master Lease) will entitle the Trustee to exercise its rights and remedies to the extent provided in the Indenture against any or all of such Projects in such manner and order as the Trustee determines to be in the best interests of the owners of the Bonds then outstanding.

Release of Portions of the Projects upon Payment of Related Series of Bonds

Pursuant to the Lease, the City has been granted the option of purchasing all or any of the Projects in advance of the final maturity of the Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Lease, a Project may be released from the lien created with respect to the related Series of Bonds and the Indenture and the Lease and transferred to the City if (i) the City shall deposit with the Trustee the Purchase Option Price for the related Project and (ii) if the interest payable on the related Series of Bonds is excludable from gross income for federal income tax purposes, there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of the related Project will not adversely affect the excludability of interest on said Bonds from the federal gross income of the owners thereof.

Subject to the requirements of the Indenture, the Series 2013 Project is scheduled for release upon payment in full of the Series 2013 Bonds on September 1, 2028 and the Series 2010 Project is scheduled for release upon payment in full of the Series 2010 Bonds on September 1, 2030.

Additional Bonds and Refunding Bonds

So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds or Refunding Bonds may be issued, authenticated and delivered. Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee certain documents, certificates and opinions. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

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ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2026 Bonds are shown below:

Sources of Funds

Par Amount of the Series 2026 Bonds	$_____
[Net] Reoffering Premium	_____
TOTAL	_____

Uses of Funds

Deposit to Construction Fund	$_____
Purchaser's discount	_____
Costs of Issuance[(1)]	_____
TOTAL	$_____

(1) Costs of issuance include Municipal Advisor, legal, rating agency, and Trustee fees and other costs and expenses related to the issuance of the Series 2026 Bonds.

THE PROJECTS

The Series 2026 Project. Proceeds of the Series 2026 Bonds will be used to finance all a portion of the costs of the acquisition and construction of a new police station (the "Police Station Project"), a new city hall building (the "City Hall Project"), and related improvements. The total estimated construction cost of the Police Station Project is approximately $28,213,000. Construction on the Police Station Project is anticipated to begin in January 2027 and is expected to be completed by June 2028. The total estimated construction cost of the City Hall Project is approximately $19,549,000. Construction on the City Hall Project is also anticipated to begin in January 2027 and is expected to be completed by June 2028. [The City will fund project costs not financed with bond proceeds.]

The Series 2013 Project. The Series 2013 Bonds were issued to refund the Authority's Lease Revenue Bonds, Series 2008A and 2008B, which were issued to finance the costs of the acquisition of a building and land and the renovation thereof to house a public safety facility (the "Public Safety Facility"). Acquisition of the Public Safety Facility was completed in 2008.

The Series 2010 Project. The Series 2010 Bonds were issued to finance the costs of acquisition of a parcel of property used for a community center.

DEBT SERVICE SCHEDULE ON THE BONDS

The following table sets forth the fiscal year debt service schedule for the Series 2026 Bonds and the Outstanding Parity Bonds.

	Series 2026		Outstanding	Fiscal Year
Fiscal Year	Principal*	Interest	Parity Bonds	Total
2028	–		$359,028	
2029	–		371,029	
2030	$245,000		157,030	
2031	255,000		162,031	
2032	435,000		–	
2033	460,000		–	
2034	480,000		–	
2035	505,000		–	
2036	535,000		–	
2037	560,000		–	
2038	590,000		–	
2039	620,000		–	
2040	650,000		–	
2041	685,000		–	
2042	720,000		–	
2043	755,000		–	
2044	795,000		–	
2045	835,000		–	
2046	880,000		–	
2047	930,000		–	
2048	980,000		–	
2049	1,030,000		–	
2050	1,090,000		–	
2051	1,150,000		–	
2052	1,215,000		–	
2053	1,285,000		–	
2054	1,360,000		–	
2055	1,435,000		–	
2056	1,515,000		–	
2057	1,600,000		–	
TOTAL	$23,595,000*		$1,49,118	

* Preliminary; subject to change.
Note: Amounts have been rounded.
(Source: The Municipal Advisor.)

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THE AUTHORITY

Establishment

The City Council authorized and directed the creation of the Authority on December 6, 1990, as a non-profit corporation under the provisions of the Nonprofit Corporation Act and the Local Building Authority Act.

The Authority is to be of perpetual duration as set forth in its articles of incorporation. The Authority has no full-time employees or other personnel other than the members of its governing body. The Authority has no property, money or other assets, except for those which are to be acquired with the proceeds of, and pledged to the payment of, its bonds. The principal place of business and office of the Authority is located at 147 North 870 West, Hurricane, Utah, 84737.

Corporate Powers

The Authority has been incorporated for the purpose of acquiring, improving or extending one or more "projects" (as defined in the Building Authority Act) and financing their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act, in order to accomplish the public purposes for which the City exists.

The Authority has all of the powers provided for in the Building Authority Act and in the Constitution and other laws of the State of Utah. The Authority may not, however, undertake any of the activities provided for in its articles of incorporation without prior authorization therefor by the City Council. The Authority has been organized as a non-profit corporation and its articles of incorporation expressly require that it remain a nonprofit corporation.

The Authority may not be dissolved unless all of its outstanding bonds and other obligations are paid in full as to principal, interest and redemption premiums, if any, or unless provisions for the payment of the same when due has been made. Whenever bonds, notes or other evidences of indebtedness issued by the Authority are satisfied, discharged and retired, title to all real and personal property financed with the proceeds of such bonds, notes or other evidences of indebtedness is required to be forthwith transferred to the City.

Statutory Powers

Under the Building Authority Act, the Authority has the power to: (i) acquire one or more projects, which, by definition, means that it may obtain or gain property of every kind or nature which a public body is authorized or permitted by law to own, possess or hold or which has or may come into its possession or ownership by any lawful means, including, but not limited to purchase, lease, rental, sale, contract, exchange, devise, bequest, gift, condemnation, donation, construction or operation of law, and it may otherwise improve or extend such a project or projects and finance their costs on behalf of the public body which created the Authority in order to accomplish the public purposes for which the public body exists; (ii) enter into leasing contracts with the City with respect to projects which the Authority has acquired, improved or extended or will acquire, improve or extend on behalf of the City; (iii) issue and sell its bonds for the purpose of paying the cost of acquiring, improving or extending a project; and (iv) perform such other acts as enumerated in the Act; all in accordance with and subject to the specific requirements of the Building Authority Act with respect to such powers.

Organization

According to the bylaws of the Authority, the affairs of the Authority are managed by a governing board comprised of six trustees (the "Board of Trustees"). The Board of Trustees consists of the members of the City Council as may from time to time serve. Each Trustee serves on the Board of Trustees until death, incapacity or removal from the City Council. Whenever a member of the City Council ceases to be a member of the City Council, such member's successor, upon election and qualifying for office, thereupon becomes a member of the Board of Trustees.

The bylaws further provide for election of officers by the Board of Trustees. The current members of the Board of Trustees and the officers are set forth at the front of this Official Statement. For additional information regarding the Trustees and the officers, see "THE CITY—Form of Government" below.

THE CITY

General Information

The City is situated about eleven miles east of St. George, in Washington County, Utah. The City was incorporated in 1912. The City had 25,745 residents according to the 2025 estimate of the U.S. Census Bureau.

Form of Government

State statutes detail the functions to be performed by municipalities. Title 10 of Utah Code, generally sets out laws to provide for the incorporation, organization, and classification of cities and towns based upon population. Cities of the fourth class, such as the City, are those with fewer than 30,000 and greater than 10,000 inhabitants.

The City is currently governed by a Mayor and City Council consisting of six persons, elected at large by voters in the City. A measure of continuity is provided in the City Council by the election of the councilmembers to four-year overlapping terms. Duties of the councilmembers include the responsibility for all City affairs in general. The City Council must approve and may revise the budget of any City department or elected official. The City Council serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the City area. Other appointed or hired officials are the City Manager, City Attorney, City Recorder and City Finance Manager.

Current members serving as Mayor, City Council and City administration and their respective years in office are as follows:

Office	Person	Years of Service	Expiration Of Term
Mayor	Clark Fawcett	(1)	December 2029
Councilmember	David Imlay	(2)	December 2029
Councilmember	Lynn Excell	(3)	December 2029
Councilmember	Joseph Prete	4	December 2027
Councilmember	Merlin Spendlove	(4)	December 2027
Councilmember	Amy Werrett	(5)	December 2027
City Manager	Kaden DeMille	17	Appointed
City Attorney	Dayton Hall	3	Appointed
City Recorder	Cindy Beteag	13	Appointed
City Finance Manager	Brenden Angus	(6)	–

(1) Mr. Fawcett has served the City for 40 years. He is serving his first term as Mayor, having previously served as Councilmember for the past two years. Prior to becoming a Councilmember, he was the City Manager and City Recorder for 37 years.

(2) Mr. Imlay is serving his first term as a Councilmember. Prior to being elected to the City Council in 2025, he served for 17 years as the City's Power Director.

(3) Mr. Excell is serving his first term as Councilmember. Prior to being elected to the City Council in 2025, he served for 29 years as the City's Police Chief.

(4) Mr. Spendlove was selected in June 2026 to fill the vacancy on the City Council when a prior Councilmember withdrew.

(5) Ms. Werrett was selected in February 2026 to fill the mid-term vacancy on the City Council created when Mr. Fawcett was elected Mayor.

(6) Mr. Angus began working as City Finance Manager in July 2026. .

Employee Workforce and Retirement System

The City currently employs approximately 150 full-time employees, 50 part-time employees, and 133 seasonal employees for a total employment of approximately 333 employees.

The City is a member of the Utah State Retirement Systems ("URS Systems"). The URS Systems are multiple-employer, cost-sharing defined benefit pension plans. The URS Systems cover substantially all eligible public employees of the State and education employees as well as participating local government entities. The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the URS Systems due to the implementation of the Government Accounting Standards Board's Statement 68, Accounting and Financial Reporting for Pensions ("GASB 68"). The City does not offer any other post-employment benefits.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements—Note 9–Pension Plans."

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Risk financing activities are accounted for in various operating funds, with unallocated or City-wide activities being accounted for in the general fund. The City maintains insurance for general liability, auto liability, and employee dishonesty through Utah Local Government's Insurance Trust. Worker's compensation coverage is carried through the State Worker's Compensation Fund.

Investment of Funds

Investment of Operating Funds; The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. The City has no investments in derivative or leveraged securities. For fiscal year 2025, all of City investment funds were invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), as discussed herein.

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management

Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or S&P Global. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers' Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements, Note 4–Deposits and Investments."

Moneys from the sale of obligations issued by the City or pledged to the payment therefor are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

DEBT STRUCTURE OF THE AUTHORITY AND THE CITY

Authority Obligations (as of November 1, 2026)

OUTSTANDING LEASE REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2026[(1)]	Police Station, City Hall	$23,595,000*	September 1, 2056*	$23,595,000
2013	Refunding/Police Station	3,358,000	September 1, 2028	431,000
2010	Community Center Property	2,465,000	September 1, 2030	610,000
			Total	$24,636,000*

(1) Assumes that the Series 2026 Bonds are issued and outstanding.

* Preliminary; subject to change.

City Obligations

(as of November 1, 2026)

Outstanding Sales Tax Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2026	Parks & Recreation	$5,815,000	March 1, 2046	$5,815,000

Outstanding Water Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2025	Pressurized Irrigation Expansion	$12,665,000	December 1, 2058	$12,191,000
2022	Secondary Water Meters	703,000	December 1, 2039	666,000
2017	Water tank	3,015,000	March 1, 2037	1,920,000
			Total	$14,777,000

Future Financing Plans

The Authority does not have any plans to issue Additional Bonds under the Indenture in the next three years, but reserves the right to do so as the City's capital needs require. The City plans to issue approximately $20 million in electric revenue bonds for substation and transmission line infrastructure at or about the same time as the issuance of the Series 2026 Bonds.

No Defaulted Bonds

Neither the Authority nor the City has ever failed to pay principal and interest when due on its respective outstanding bonded indebtedness or other obligations.

Other Financial Considerations

The City has a real property lease purchase agreement for its public works building outstanding as of June 30, 2025, in the amount $367,950 and having a final maturity of March 15, 2029. The City has two outstanding notes payable. The first note financed an airport hangar and as of June 30, 2025, is outstanding in the aggregate principal amount of $41,513. The second note financed an office building for the City parks department and as of June 30, 2025, is outstanding in the aggregate principal amount of $80,598. The total present value of the future minimum lease payments of such capital leases as of June 30, 2025, was $291,283. The City has also recently entered into a new lease agreement to finance the acquisition and use of golf carts. The outstanding balance of the capital lease as of October 30, 2026, was $846,300. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements, Note 6–Long-Term Liabilities" and "–Note 7–Leases" herein.

Outstanding General Obligation Bonds

The City has no general obligation bonds outstanding.

Debt Authorization and Limit

Pursuant to the provisions of Article XIV, Section 3, of the Utah Constitution, the City may incur general obligation indebtedness only upon the approval of a majority of the qualified electors within the City voting on a proposition to incur such indebtedness.

Under Utah Code, the general obligation indebtedness of the City is limited to an amount not exceeding 4% of the value of taxable property in the City as shown in the last assessment for City purposes. In addition, the City

may incur a larger indebtedness, not to exceed 8% additional, for supplying the City with water, artificial lights or sewers, if the works for supplying the water, light, and sewers are owned and controlled by the municipality.

Based upon the City's 2025 total estimated fair market value of $7,086,114,789 (total fair market value of property in the amount of $7,070,853,589 plus the estimated motor vehicle values for 2025 of $15,261,200, as permitted by State law) the general obligation debt limits of the City are shown below:

	4% General Purposes	8% Utilities	12% Total
Debt Limit	$283,444,592	$566,889,183	$850,333,775
Less Outstanding General Obligation Bonds	0	0	0
Debt Margin	$283,444,592	$566,889,183	$850,333,775

Computation of Overlapping General Obligation Debt

Name of Overlapping Governmental Unit[1]	GO Debt Outstanding	Approximate Percentage Applicable to the City	City's Share of GO Debt
Washington County School District	$132,760,000	12.2%	$16,196,720

(1) The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of its general obligation bonds.

(Sources: Official statement and continuing disclosure report of the listed entity (as to outstanding debt).)

Debt Ratios

The State of Utah general obligation debt is not included in the debt ratios because the State currently levies no property tax for payment of general obligation bonds.

	To 2025 Taxable Value[2]	To Estimated Fair Market Value[3]	Per Capita[4]
Direct General Obligation Debt[1]	0	0	0
Direct and Overlapping General Obligation Debt	0.31%	0.23%	$629

(1) The City has no outstanding general obligation debt.
(2) Based on the City's total 2025 taxable value of $5,282,619,863.
(3) Based on the 2025 fair market value of $7,070,853,589.
(4) Based on estimated 2025 population in the City of 25,745.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer and mayor may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 in each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter- department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Financial Controls

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments with oversight from the finance department. These controls are such that a requisition will not be entered into the purchasing system unless the department has obtained budgetary approval through the appropriation process, which includes legislative approval through the City Council and the purchase order process that goes through three levels of City Finance Department approval.

Sources of General Fund Revenues

Set forth herein are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's audited financial statements for the fiscal year ended June 30, 2025.

Taxes: Approximately 67.8% of general fund revenues are from taxes (of this amount, approximately 29% are from property taxes, 57% from sales and use taxes, and 14% from franchise and energy taxes).

Intergovernmental Revenue: Approximately 9.6% of general fund revenues are from state shared revenues.

Licenses and Permits: Approximately 5.8% of general fund revenues are from licenses and permits.

Fines and Forfeitures: Approximately 2.9% of general fund revenues are collected from fines and forfeitures.

Charges for Services: Approximately 8.9% of general fund revenues are from charges for services.

Investment Earnings: Approximately 3.8% of general fund revenues are from investment income.

Other Revenue: Approximately 1.2% of general fund revenues are from miscellaneous revenues, including contributions and donations.

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2021 through June 30, 2025. The following summaries are unaudited. The City's audited financial statements for the fiscal year ended June 30, 2026, are not yet complete; however, the City does not expect any materially adverse changes in its fiscal year 2026 audited financial statements.

HURRICANE CITY
Statement of Net Position—Governmental and Business-Type Activities
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2025	2024	2023	2022	2021
ASSETS:					
Cash & cash equivalents	$99,693,002	$68,185,648	$51,919,380	$54,313,862	$48,415,371
Receivables (net)	11,993,490	8,468,891	7,026,401	6,109,929	5,534,766
Leases receivable	8,396	28,162	47,439	66,241	–
Inventory	2,006,971	1,538,829	1,569,454	1,235,996	1,101,028
Prepaid expense	159,394	166,083	14,509	91,481	225,314
Restricted assets:					
Cash & cash equivalents	5,155,207	6,384,643	8,013,633	7,004,784	3,838,913
Capital assets not being depreciated					
Net pension asset	–	–	–	2,534,902	–
Land & water rights	13,233,653	13,233,653	13,233,653	11,513,358	8,444,209
Water stock	2,590,135	2,263,197	2,262,227	1,960,541	1,960,541
Construction in progress	31,884,308	25,497,175	19,117,905	10,694,561	5,692,770
Capital assets (net)					
Improvements	17,064,836	10,474,264	8,689,118	9,172,082	9,661,971
Plant & equipment	8,826,904	10,267,402	10,694,560	11,039,538	10,088,023
Right to use leased equipment	270,333	376,497	381,682	463,474	–
Irrigation pond	6,512	6,773	7,034	7,295	7,556
Water tank	6,565,013	6,713,015	6,873,083	6,264,486	6,403,567
Buildings	7,146,897	7,469,731	7,591,447	7,802,482	8,094,108
Distribution system	79,749,769	65,908,342	53,094,143	44,369,786	38,618,506
Infrastructure	65,488,327	47,178,502	36,974,637	31,104,296	32,692,248
Total assets	351,843,147	274,160,807	227,510,305	205,749,094	180,778,891
DEFERRED OUTFLOWS					
Related to pensions	2,652,232	2,728,306	1,992,345	1,321,494	1,102,156
Total deferred outflows	2,652,232	2,728,306	1,992,345	1,321,494	1,102,156
LIABILITIES:					
Accounts payable	16,008,667	11,138,131	11,113,830	10,764,159	7,900,963
Unearned revenue	1,110,395	1,068,653	154,555	316,075	84,192
Interest payable	63,655	63,424	67,787	74,447	79,660
Noncurrent liabilities:					
Due within one year	1,267,954	825,766	774,291	738,758	627,005
Due in more than one year	17,690,837	5,641,400	6,345,497	6,427,846	6,658,361
Net pension liability	2,696,313	2,297,129	1,776,852	–	848,054
Total liabilities	38,837,821	21,034,503	20,232,812	18,321,285	16,198,235
DEFERRED INFLOWS					
Related to leases	8,452	27,484	46,516	65,548	0
Related to pensions	34,524	24,152	60,418	4,417,899	2,257,146
Property taxes levied for future year	3,940,968	3,595,077	3,316,758	3,001,217	2,688,403
Total deferred inflows	3,983,944	3,646,713	3,423,692	7,484,664	4,945,549
NET POSITION					
Net investment in capital assets	227,456,464	183,897,546	153,568,926	127,469,484	114,566,019
Restricted for:					
Debt service	412,843	417,376	416,090	413,507	413,233
Capital projects	14,070,732	15,440,874	16,226,616	17,735,953	17,215,177
Legal restrictions	537,310	513,046	482,296	464,035	412,296
Other purposes	15,587,766	13,318,738	9,848,691	7,064,682	5,434,842
Unrestricted	53,608,499	38,620,318	25,303,527	28,116,978	22,695,696
Total net position	$311,673,614	$252,207,898	$205,846,146	$181,264,639	$160,737,263

(Source: Information extracted from the City's 2021-2025 audited basic financial statements. This summary is unaudited.)

HURRICANE CITY
Statement of Revenues, Expenditures and Changes in Fund Balance–General Fund
(This summary has not been audited.)

		Fiscal Year Ended June 30,				
	2026*	2025	2024	2023	2022	2021
REVENUES:						
Taxes		$14,247,420	$13,182,211	$12,204,111	$11,053,260	$9,434,478
Licenses & permits		1,223,200	1,166,790	916,384	1,378,740	1,272,838
Intergovernmental revenue		2,008,588	1,756,346	1,668,832	1,478,208	1,380,921
Charges for services		1,878,824	1,690,553	1,433,076	1,331,343	1,215,803
Fines & forfeitures		618,326	532,930	463,081	506,669	448,425
Contributions & donations		47,227	110,013	64,224	28,589	75,021
Investment earnings		792,527	746,337	469,782	51,858	30,368
Other revenues		182,616	193,951	234,263	121,627	122,323
Total revenue		20,998,728	19,379,131	17,453,753	15,950,294	13,980,177
EXPENDITURES:						
General government		2,398,931	2,391,532	2,320,706	1,848,855	1,706,360
Public safety		7,396,773	7,607,780	7,216,055	5,551,111	4,657,886
Highways/public works		2,686,170	2,264,341	1,642,412	1,284,519	1,479,418
Parks and recreation		3,566,175	3,449,049	3,246,762	2,778,120	2,434,103
Total expenditures		16,048,049	15,712,702	14,425,935	11,462,605	10,277,767
Excess (deficiency) of revenue over (under) expenditures		4,950,679	3,666,429	3,027,818	4,487,689	3,702,410
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets		7,292	34,443	950	–	120,315
Transfers from (to) other funds		(5,567,566)	(2,350,410)	(1,077,162)	(3,702,344)	(3,247,937)
Total other financing sources (uses)		(5,560,274)	(2,315,967)	(1,076,212)	(3,702,344)	(3,127,622)
Net change in fund balances		(609,595)	1,350,462	1,951,606	785,345	574,788
Fund balances - beginning of year		7,809,388	6,458,926	4,507,320	3,721,975	3,147,187
Fund balances - end of year		$7,199,793	$7,809,388	$6,458,926	$4,507,320	$3,721,975

* Unaudited. Preliminary; subject to change.

(Source: Information extracted from the City's 2021-2025 audited basic financial statements [and unaudited, preliminary results for fiscal year June 30, 2026]. This summary is unaudited.)

Additional Information

For additional information with respect to the City and its finances see "DEBT STRUCTURE OF THE AUTHORITY AND THE CITY," "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025" and "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY."

Certain Property Tax Matters

The following information with respect to certain property tax matters is included in this Official Statement to provide background information relating to a major source of general fund revenues of the City. As described herein, the Series 2026 Bonds are not secured by any pledge of property tax revenues and do not constitute a debt or indebtedness of the City or the Authority. See "RISK FACTORS" below.

The Property Tax Act, Title 59, Chapter 2, Utah Code (the "Property Tax Act"), provides that all taxable property within the taxing entity is required to be assessed and taxed at a uniform and equal rate on the basis of 100% of its "fair market value" as of January 1 of each year, unless otherwise provided by law. "Fair market value" is defined in the Property Tax Act as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Determinations of "fair market value" shall take into account the current zoning laws applicable to the property in question. Section 2 of Article XIII of the Utah Constitution provides that the Utah Legislature may by law exempt from taxation up to 45% of the fair market value of residential property as defined by law. Pursuant to this provision, the Utah Legislature has provided that the "fair market value" of primary residential property shall be reduced by 45% for tax years 1995 and thereafter. No more than one acre of land per residential unit may qualify for the residential exemption.

The Property Tax Act provides that the State Tax Commission shall assess certain types of property ("centrally assessed property"), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad, but excluding a telecommunications service provider) properties, (iii) airline operating properties, (iv) geothermal properties and (v) mines, mining claims and appurtenant machinery, furnishings and improvements, including oil and gas properties. All other taxable property ("locally assessed property") is required to be assessed by the county assessor of the county in which such locally assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data. Each county assessor must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its "fair market value."

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the "fair market value" of taxable property.

Many areas within the State have agricultural farmland devoted to the raising of useful plants and animals. For general property tax purposes, agricultural land is assessed based on statutory requirements and the value which the land has for agricultural use or on its agricultural value.

Uniform Fees

An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on either the age or the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 14,001 pounds or more, watercraft, recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft and property subject to a fixed age-based fee. Motor vehicles weighing 14,000 pounds or less are subject to an age-based fee that is due each time the vehicle is registered. The age-based fee is for passenger-type vehicles and ranges

from $7.75 to $150, depending on the age of the vehicle. Recreational vehicles, motorcycles, watercraft (except large watercraft), snowmobiles and certain small motor vehicles required to be registered with the State are also subject to an age-based fee that ranges from $10 to $700, depending on the age of the vehicle. The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Tax Levy and Collection

The State Tax Commission must assess all centrally-assessed property by May 1 of each year and shall immediately notify the owners or operators of such property, and the county assessors, of such assessment. County assessors must assess all taxable property other than centrally-assessed property before May 22 of each year. Before May 25 the State Tax Commission apportions the value of centrally-assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a final tax rate before June 22, except as described below for rates in excess of the certified tax rate. County auditors must forward to the State Tax Commission a statement prepared by the governing body of each taxing entity showing the amount and purpose of each levy.

If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum level permitted by law, must notify the taxing entity that the rate has been lowered, and must notify the county auditor of the county in which the taxing entity is located to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Not later than 30 days following the mailing of the notice, taxpayers owning property assessed by the county assessors may file an application with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county boards of equalization must render a decision on each appeal no later than October 1 (with extensions requiring State Tax Commission approval). Such decisions may be appealed to the State Tax Commission, which must decide all appeals by March 1 of the following year. Owners of centrally assessed property, on or before the later of June 1 or a day within 30 days of the date the notice of assessment is mailed by the State Tax Commission, may apply to the State Tax Commission for a hearing to contest the assessment of centrally-assessed property. A county may also contest the assessment under specified conditions. The State Tax Commission must render a written decision no later than 120 days following completion of the hearing and submission of all post-hearing briefs. The county auditors must make a record of all changes, corrections and orders and, before November 1, must deliver the corrected assessment rolls to their respective county treasurers. By November 1, the county treasurers are to furnish to each taxpayer a notice containing the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and the year that the property is subject to a detailed review. Taxes are due November 30, or, if a Saturday, Sunday, or holiday, the next business day following.

Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay the State and each taxing entity within the county its proportionate share of the taxes, on the tenth day of each month. Delinquent taxes are subject to a penalty of 2% of the amount of the taxes or $10.00, whichever is greater. Unless the delinquent taxes and penalty are paid before January 16 of the following year, the amount of delinquent taxes and penalty bears interest at the federal discount rate in effect on January 1, plus 6% from January 1 until paid. If after four years (March 15 of the fifth year after assessment) delinquent taxes have not been paid, the affected county may advertise and sell the property at a tax sale.

Public Hearing on Certain Tax Increases

Each taxing entity that proposes to levy a tax rate that exceeds the "certified tax rate" may do so, by ordinance, only after holding a public hearing. Notice of the public hearing must be mailed by July 22 to all owners of real estate and, in most cases, must be advertised by publication. Generally, the certified tax rate for a taxing entity is the rate necessary to generate the same property tax revenue that the taxing entity collected for the prior year, exclusive of

collections from redemptions, interest and penalties. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from the previous calendar year to the current year, less the amount of increase to locally-assessed real property taxable values resulting from factoring, reappraisal or any other adjustments. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. If a resolution levying a tax in excess of the certified tax rate is not forwarded to the county auditor by August 17, the county auditor must forward the certified tax rate to the State Tax Commission. The final tax notice is then mailed by November 1.

Taxable and Fair Market Value of Property in the City

Year	Taxable Value[1]	% Change Over Prior Year	Fair Market Value[2]	% Change Over Prior Year
2025	$5,282,619,863	12.69%	$7,070,853,589	11.69%
2024	4,687,537,338	8.13	6,331,048,727	6.17
2023	4,335,048,853	17.44	5,962,851,369	15.83
2022	3,691,155,012	47.25	5,147,812,192	47.07
2021	2,506,772,781	22.43	3,500,259,273	22.99

(1) Includes taxable value of all taxable real property in the City (does not include motor vehicle values).

(2) Includes taxable value of all taxable real property in the City, adding back in the 45% "haircut" on primary residential property. See "–Certain Property Tax Matters" above.

(Source: Utah State Tax Commission, Property Tax Division.)

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Historical Summaries of Taxable Values of Property in the City

	% of Total[1]	Calendar Year 2025	2024	2023	2022	2021
Real Property - Land						
Primary Residential	11.1%	$586,282,125	$540,569,040	$493,241,375	$409,617,945	$252,966,505
Secondary Residential	6.3	330,090,800	299,344,100	268,663,400	205,988,200	126,715,500
Commercial & Industrial	6.0	319,369,800	253,418,600	179,120,000	132,415,500	87,421,600
FAA	[2]	977,361	912,005	850,287	881,981	917,299
Unimproved Non FAA - Vacant	14.7	774,566,686	654,562,119	528,035,607	368,982,749	237,779,339
Total Real Property - Land	38.1	2,011,286,772	1,748,805,864	1,469,910,669	1,117,886,375	705,800,243
Real Property - Buildings						
Primary Residential	30.2	1,594,674,125	1,463,496,705	1,491,650,710	1,366,070,434	956,667,580
Secondary Residential	16.6	878,869,800	773,201,000	736,050,300	642,157,400	410,005,200
Commercial & Industrial	10.9	577,023,500	496,304,900	453,244,900	410,742,300	293,965,000
Agricultural	[2]	2,542,000	2,009,400	2,371,400	2,307,900	1,619,700
Total Real Property - Buildings	57.8	3,053,109,425	2,735,012,005	2,683,317,310	2,421,278,034	1,662,257,480
Total Real Property	95.9	5,064,396,197	4,483,817,869	4,153,227,979	3,539,164,409	2,368,057,723
Personal Property						
Primary Mobile Homes	0.1	4,662,748	4,670,397	4,644,322	4,670,397	4,627,183
Secondary Mobile Homes	[2]	27,115	27,115	27,114	27,115	27,115
Other Business Personal Property	3.1	163,954,025	155,967,454	141,130,331	105,703,347	94,634,916
Total Personal Property	3.2	168,643,888	160,664,966	145,801,767	110,400,859	99,289,214
Centrally Assessed Value	0.9	49,579,778	43,054,503	36,019,107	41,589,744	39,425,844
Total Taxable Value	100.0	5,282,619,863	4,687,537,338	4,335,048,853	3,691,155,012	2,506,772,781
Motor Vehicle Value Estimate (MVVE)	-	15,261,200	15,375,267	14,283,000	13,734,333	14,109,733
Total Taxable Value with MVVE	-	5,297,881,063	4,702,912,605	4,349,331,853	3,704,889,345	2,520,882,514

(Source: Utah State Tax Commission.)

(1) Percentage of total assessed taxable value (excludes motor vehicle value estimate).

(2) Less than 1%.

Property Tax Levies and Collections

The following table provides a summary of the property tax levies and collections for the City's general fund for the years shown. The City's property tax levy for general operations for 2025 was 0.000816 and for the 2026 tax year is 0.000836.

Tax Year Ended Dec. 31	Total Taxes Levied	Treasurer's Relief[1]	Taxes Collected In Levy Year	Percentage of Levy	Other Collections[2]	Total Collections
2025	$4,318,207	$385,859	$3,932,348	91.1%	$467,271	$4,399,619
2024	4,032,114	443,075	3,589,039	89.0	364,118	3,953,157
2023	3,637,621	275,149	3,362,472	92.4	322,695	3,685,167
2022	3,352,329	232,305	3,120,024	93.1	336,003	3,456,027
2021	2,949,276	174,862	2,774,414	94.1	305,996	3,080,410
2020	2,733,567	188,627	2,544,940	93.1	345,902	2,890,842

(1) Includes unpaid taxes, abatements, and other relief.

(2) Includes miscellaneous collections, and payments of prior years' taxes, interest, and penalties less amounts paid out as tax increment or refunds.

(Source: Utah State Tax Commission.)

RISK FACTORS

THE PURCHASE OF THE SERIES 2026 BONDS BEING OFFERED HEREBY INVOLVES CERTAIN INVESTMENT RISKS THAT ARE DISCUSSED THROUGHOUT THIS OFFICIAL STATEMENT. ACCORDINGLY, EACH PROSPECTIVE PURCHASER OF THE SERIES 2026 BONDS SHOULD MAKE AN INDEPENDENT EVALUATION OF ALL OF THE INFORMATION PRESENTED IN THIS OFFICIAL STATEMENT IN ORDER TO MAKE AN INFORMED INVESTMENT DECISION. CERTAIN OF THESE RISKS ARE DESCRIBED BELOW.

Non-Appropriation

Base Rentals and Additional Rentals will be payable solely from City Funds (as defined in the Master Lease) which are annually budgeted and appropriated by the City Council of the City and which may be terminated by action of the City Council. There is no assurance that the Lease will be renewed for all of its anticipated Renewal Terms. The City Council is under no obligation to provide City funds for such renewals. The City's obligation under the Lease does not constitute a general obligation or other indebtedness of the City or the State of Utah or any agency or political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. THE AUTHORITY HAS NO TAXING POWER.

Accordingly, the likelihood that the City will extend the term of the Lease for all Renewal Terms and continue to pay the Base Rentals to enable the Authority to timely pay the principal of, premium, if any, and interest on the Bonds in the future depends upon a number of factors which are beyond the control of the City, including, but not limited to, (a) the continuing need of the City for the Projects, (b) the composition of the City Council and their respective views with respect to the leasing of the Projects, (c) the economic and demographic conditions within the City, (d) the ability of the City to generate sufficient funds from property taxes and other taxes and other sources of revenue to pay obligations associated with the Lease and other obligations of the City (whether now existing or hereafter created), and (e) the value of the Projects in the event of the termination of the term of the Lease as a result of the occurrence of certain events described below or the expiration of any Renewal Term if the City does not appropriate sufficient funds that extends the term of the Lease as provided in the Lease. Neither the Indenture nor the Lease limit the ability of the City to incur additional obligations against its revenues.

The City has covenanted in the Lease to include in its annual tentative budget prepared by the appropriate officials of the City an item for expenditure of an amount necessary (after taking into account any and all City funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals during

the next succeeding Renewal Term under the Lease. The decision to renew or not to renew the term of the Lease is to be made solely by the City Council at the time it considers for adoption the final budget relating to each Renewal Term and not by any official of the City acting in his or her individual capacity.

In the event the City Council fails to renew the Lease for all contemplated Renewal Terms, fails to budget and appropriate sufficient City funds for the payment of Base and Additional Rentals or defaults under the Lease, the Lease, which is subject to annual renewal, will be terminated, and, in such event, the Bonds will be payable from any moneys held by the Trustee under the Indenture, and the proceeds, if any, from a liquidation or other disposition of the Projects subsequent to foreclosure of the lien of the Indenture and the Security Documents. In such event, the City has agreed to immediately vacate the Projects.

Changes in Makeup of City Council

The individuals elected to serve on the City Council may change during the period the Series 2026 Bonds are outstanding. There can be no assurance that the membership of the City Council will not change in a manner that will result in a future City Council ceasing to appropriate Rentals under the Lease for the Projects. Under the Lease, the City is entitled not to appropriate Rentals for the next succeeding Renewal Term with respect to all of the components constituting the Projects, but is not entitled to appropriate with respect to only a portion, but not all, of such components constituting the Projects.

Expiration or Termination of Lease

The Lease will expire by its terms on each June 30 during the years 2027 through 2055*, unless the City, in its sole discretion exercises the option provided in the Lease to extend the term of the Lease for each next succeeding Renewal Term with a final lease expiration date of September 1, 2056* (the scheduled final maturity of the Series 2026 Bonds). In the event that the City does not extend in any year the term of the Lease, the City's obligation to pay Rentals will terminate on the June 30 occurring at the end of the then current Renewal Term. Upon (a) the expiration of any Renewal Term of the Lease during which an Event of Nonappropriation occurs or (b) a default under the Lease and an election by the Trustee to terminate the possessory interest of the City under the Lease, the City's rights of possession of the Series 2026 Project under the Lease will expire or be terminated, as appropriate.

In the event that the City's right of possession of the Projects under the Lease expires or is terminated for either of the reasons described in the preceding paragraph, the obligation of the City to pay Rentals thereunder will terminate and the Bonds will be payable from, among other sources, such moneys, if any, as may be available under the Indenture. Should the Lease expire at the end of a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs pursuant to which the Trustee terminates the City's right of possession of the Projects under the Lease, the Trustee may recover and relet or sell the Authority's interest in the Projects as provided in the Indenture, subject to the Ground Lease. The Net Proceeds of any reletting or sale of the Projects together with certain other moneys then held by the Trustee under the Indenture, are required to be used to pay the Bonds to the extent of such moneys. However, each separate public facility or property constituting the Projects represents special purpose facilities or property for use in connection with providing particular governmental services. No assurance can be given that the Trustee could relet or sell the Projects for the amount necessary to pay the principal of and the interest on the Bonds.

A potential purchaser of the Series 2026 Bonds should not assume that it will be possible to relet or sell the Projects after the expiration or termination of the City's right to possess the Projects under the Lease as described above for an amount equal to the aggregate principal amount of the Bonds then outstanding plus accrued interest thereon. In this regard, it should be noted that (a) the Projects may be subject to ad valorem taxes and other property taxation if owned by someone other than the City or other governmental body, (b) the use of the Projects by a non-governmental entity may affect the tax-exempt status of interest on the Bonds, (c) the Projects may not be suitable for general commercial use, and (d) zoning restrictions could limit the use of the Projects. Furthermore, no assurance can be given that the amount, if any, realized upon any reletting or sale of the Projects will be available to provide for the payment of the Bonds on a timely basis.

Because the Lease will terminate in the event that the City Council fails to budget and appropriate sufficient City funds to continue making Base Rentals and Additional Rentals during any Renewal Term of the Lease, a potential

purchaser of the Series 2026 Bonds should carefully consider the nature of the security for payment of the Series 2026 Bonds in the event of a termination of the Master Lease. Under the Indenture and the Security Documents, the Projects are subject to a lien and security interest granted to the Trustee for the benefit of the holders of the Bonds. Upon the occurrence of an Event of Default under the Indenture (which is defined to include an Event of Default under the Master Lease), the Trustee may foreclose its lien on the Projects and may, subject to the Ground Lease, take possession of the Projects as trustee and fiduciary for the holders of the Bonds. In such event, the amount of payment on the Bonds will be dependent upon the ability of the Trustee to sell or lease the Projects to a subsequent purchaser or lessee. The ability of the Trustee to sell or lease the Projects may be limited to other governmental entities, since the use of the Projects by a non-governmental entity may adversely affect the tax-exempt status of interest on the Bonds. A potential purchaser of the Series 2026 Bonds should carefully consider the information currently available and presented herein concerning the Projects. A potential Bondholder should not assume that it will be possible to liquidate the Projects after foreclosure of the lien of the Indenture for an amount equal to the aggregate principal amount of the Bonds then outstanding, plus accrued interest thereon.

Limited Remedies

A termination of the City's right of possession of the Projects under the Lease as a result of an Event of Default or expiration of the term of the Lease at the end of any Renewal Term without an extension for the next succeeding Renewal Term will give the Trustee the right to possession of, and the right to relet the Projects in accordance with the provisions of the Lease and the Indenture, subject to the Ground Lease. However, the enforceability of the Lease and the Indenture is subject to the applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State of Utah, the exercise of judicial authority by state or Federal courts and the exercise by the United States of America of the powers delegated to it by the Federal Constitution. In addition, the Projects may be used for limited purposes.

Due to the limited remedies available with respect to the Projects, the limited uses of the Projects and the delays inherent in obtaining foreclosure on real property and other judicial remedies, no assurance can be given that a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner. Any delays in the ability of the Trustee to obtain possession of the Projects, of necessity, will result in delays in any payment of principal of or interest on the Bonds. Nor can any assurance be given that any moneys realized by the Trustee upon an exercise of any remedies would be sufficient to pay the principal of and interest on the Bonds. In the event any such moneys recovered are in an amount less than the aggregate principal amount of all outstanding Bonds, plus accrued interest, the Bonds would be paid in part on a pro rata basis as described under the Indenture, and no holder of any Bond will have any further claim for payment upon the Authority or the City. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE—The Indenture—Application of Moneys."

Destruction of Projects

The Lease requires that the Projects be insured by policies of insurance. If, prior to the termination of the Lease Term and the payment in full of the Series 2026 Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Series 2026 Project or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Series 2026 Project or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Series 2026 Project shall become apparent; or (iv) title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, the City shall be obligated, subject to the City's right to discharge its obligation to repair or replace the Series 2026 Project, to continue to pay Rentals regardless of whether the Series 2026 Project shall have been accepted.

Subject to the City's right to discharge its obligation to repair or replace the Series 2026 Project, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to the Series 2026 Project to be deposited in the Construction Fund if received before the Completion Date of the Series 2026 Project and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Series 2026 Project by the City. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment

of the principal of, premium, if any, and interest on the Series 2026 Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City funds, complete the work and pay any cost in excess of the amount of the Net Proceeds.

In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of the Series 2026 Project, the appropriate budget officers of the City shall, within 15 days of notice of such insufficiency, seek an appropriation from the City Council for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace the Series 2026 Project may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals, and possession of the Series 2026 Project as well as all rights created pursuant to the Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to the Series 2026 Project (except for moneys held in the Rebate Fund or for the payment of Series 2026 Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the Series 2026 Bonds. Thereafter, the Authority's interest in said Series 2026 Project may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture and Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2026 Project (except moneys held in the Rebate Fund or for the payment of Series 2026 Bonds not then deemed Outstanding), shall be applied to the redemption of the Series 2026 Bonds on the next succeeding redemption date. Such redemption of the Series 2026 Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE—The Master Lease—Damage, Destruction, and Condemnation" herein.

The City is required under the Lease to cause the Series 2026 Project to be insured by policies of casualty and property damage insurance in an amount not less than the full insurable value of the Series 2026 Project. The term "full insurable value" as used in the Lease means the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Series 2026 Bonds then Outstanding. Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Series 2026 Project but other properties in the amounts required by the previous sentence. However, there is no assurance that, in the event the Lease is terminated as a result of damage to or destruction or condemnation of the Series 2026 Project, moneys made available by reason of such an occurrence will be sufficient to redeem the Series 2026 Bonds at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date.

Depreciation and Obsolescence

Certain components of the Projects may become obsolete, may depreciate in value or may wear out during the time that the Bonds are outstanding. In addition, components of the Projects may be difficult or impossible to remove from their place of service or use. Consequently, following an Event of Nonappropriation or an Event of Default under the Lease or the Indenture or termination of the Lease for any reason, any amounts realized by the Trustee from a reletting or sale of the Projects may not be sufficient to redeem or pay all outstanding Bonds in full.

Release of Projects

The Lease provides for the transfer of certain portions of the Projects to the City, and the release of such portions of the Projects from the lien of the Indenture upon the satisfaction of certain conditions. The release of portions of the Projects from the lien of the Indenture will necessarily result in a reduction in the value of the security interests held by the Trustee for the benefit of the owners of the Bonds and may reduce the City's incentives to renew the Lease for any future renewal term.

Subject to the requirements of the Indenture, the Series 2013 Project is scheduled for release upon payment in full of the Series 2013 Bonds on September 1, 2028 and the Series 2010 Project is scheduled for release upon payment in full of the Series 2010 Bonds on September 1, 2030.

Acquisition of the Project

The final portion of the Series 2026 Project is expected to be completed June of 2028. The Authority and the City believe, but there can be no assurance, that the proceeds of sale of the Series 2026 Bonds, together with certain investment earnings thereon, will be sufficient to complete the acquisition, construction and equipping of the Series 2026 Project. In the event such proceeds are insufficient, the Authority is authorized, pursuant to the Master Lease, to complete the acquisition, construction and equipping of the Series 2026 Project from legally available funds, but only in connection with the issuance of Additional Bonds issued pursuant to the Indenture or from moneys otherwise legally available for that purpose. The Indenture provides that Additional Bonds may be issued for the purpose of completing the Series 2026 Project subject to satisfaction of certain conditions provided in the Indenture. There can be no assurance that such Additional Bonds will be permitted under then applicable law or that the City Council will agree to the issuance of Additional Bonds at that time. If issued, Additional Bonds will be secured under the Indenture on a parity with the Series 2026 Bonds. In the event that the Series 2026 Project is not completed on a timely basis and assuming that no Additional Bonds are issued to complete construction of the Series 2026 Project, the City may not be willing to appropriate Rentals and there will be no moneys to pay debt service on the Series 2026 Bonds. In such event, Bondholders and the Trustee may pursue remedies under the Indenture. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

Potential Environmental Risks

The ownership of real property or the grant of mortgages, deeds of trust or other encumbrances on real property creates a potential for environmental liability on the part of the owner of such real property and the party secured by such mortgages, deeds of trust or other encumbrances. If hazardous substances are discovered at a Project Site or discovered to be emanating from a Project Site, the owner or operator of the property may be held strictly liable for all costs and liabilities relating to the disposing of or dealing with such hazardous substances. This liability could greatly exceed the value of such Project. In the event that the Trustee or a Bondowner obtains title to the Authority's interest in a Project Site, becomes involved in the operation of the property or attempts to realize on its security, a court may hold the Trustee or the Bondowner liable for such costs and expenses, even if the Trustee or the Bondowner had no knowledge of the existence of such hazardous substances. The existence of environmental risks could prevent the Trustee from exercising certain of its remedies or rights under the Lease and the Indenture upon the occurrence of an Event of Default thereunder.

The Projects are located on land owned by the City. The Project Sites were previously used as open fields and farm land. The City is not aware of any environmental concerns with the Project Sites.

Climate Change and Natural Disasters

Climate change caused by human activities may have adverse effects on the City and its operations. Ongoing climate change is expected to intensify and increase the frequency, severity and timing of extreme weather events such as drought, wildfires, floods and heat waves. In particular, many areas of Utah have experienced drought conditions for the last several years and the State has experienced large wildfire seasons. In May of 2026, the State Governor issued an emergency declaration in response to worsening drought conditions statewide. The State anticipates drought conditions to worsen, causing stress on wildlife, recreation, and water supply. Drying vegetation will also create the conditions for increased fire danger. The fiscal impact of drought and other effects of climate change on the City is difficult to predict, but it could be significant and it could have a material adverse effect on the City's finances by requiring greater expenditures to counteract these effects.

[In October 2026, the City experienced significant flooding due to heavy rains. The City is in the process of estimating damages and the costs thereof. However, the City believes that such costs will not have a material adverse effect on the financial condition of the City. Due to the topography in and around the City, the City may be susceptible to other flooding events in the future. The City is working on a long-term plan that will mitigate flooding in the area

However, the City cannot predict the timing of the completion of the remedial measures and their effectiveness nor can it predict the impact any future flooding may have on the condition of the City, financial or otherwise.]

Tax Status

Failure by the Authority or the City to comply with certain covenants in the Indenture, the Lease and the tax matters certificate executed by the City and the Authority at the time of issuance of the Series 2026 Bonds, on a continuous basis, so long as any of the Series 2026 Bonds are outstanding under the Indenture and thereafter as required by such covenants and applicable law, could result in interest on the Series 2026 Bonds becoming includible in federal gross income, retroactive to the date of their original issuance. See "TAX MATTERS" herein. The Indenture and the Series 2026 Bonds do not provide for the payment of any additional interest or penalty in the event that interest on the Series 2026 Bonds becomes includible in federal gross income.

Additional Parity Debt

The Indenture provides that the Authority may issue Additional Bonds upon compliance with certain requirements. In the event the Authority were to issue Additional Bonds, such issuance of Additional Bonds could result in dilution of the collateral security pledged to secure the payment of the Series 2026 Bonds. The Authority currently does not have any plans to issue any Additional Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not experienced a successful cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the City's information systems are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-liability.

LEGAL MATTERS

General

The authorization and issuance of the Series 2026 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2026 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in APPENDIX E of this Official Statement.

Litigation

A non-litigation certificate issued by the City Attorney, as legal counsel to the Authority and the City, dated the date of closing, will be provided stating, among other things, that to the best of such counsel's knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the Authority or the City or is threatened, challenging the creation, organization, or existence of the Authority or the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2026 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes by the City, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2026 Bonds are issued or the validity of the Series 2026 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2026 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2026 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law currently existing as of the issue date of the Series 2026 Bonds:

Federal Tax Exemption. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2026 Bonds, subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

State of Utah Tax Exemption. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2026 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2026 Bond over its issue price. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2026 Bond during any accrual period generally equals (1) the issue price of that Series 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2026 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series

2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2026 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2026 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange, or Retirement of Series 2026 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2026 Bond, an owner of the Series 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2026 Bond. To the extent a Series 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2026 Bonds, and to the proceeds paid on the sale of the Series 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

MUNICIPAL ADVISOR

The City on behalf of the Authority has entered into an agreement with Zions Public Finance, Inc., Salt Lake City, Utah (the "Municipal Advisor"), whereunder the Municipal Advisor provides financial recommendations and guidance to the City and the Authority with respect to timing of sale, market conditions, costs of issuance and other factors relating to the sale of the Series 2026 Bonds. The Municipal Advisor has read and participated in the drafting of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City or the Authority, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is

made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2026 Bonds.

BOND RATING

S&P Global Ratings ("S&P") has assigned a rating of ["___"] to the Series 2026 Bonds. Any explanation of the significance of this rating should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2026 Bonds.

CONTINUING DISCLOSURE

The City, on behalf of the Authority, will undertake for the benefit of the Bondholders and the beneficial owners of the Series 2026 Bonds to provide certain annual financial information and operating data to the MSRB, and to provide notice of certain material events to the MSRB all in order to assist the Purchaser in complying with Rule 15c2-12(b)(5). See APPENDIX D attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking that will be executed and delivered by the City.

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2026 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2026 Bonds and their market price.

The City reports that within the past five years, it has complied in all material respects with its previous disclosure undertakings.

MISCELLANEOUS

Independent Accountants

The basic financial statements of the City as of June 30, 2025, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by HintonBurdick, PLLC ("HintonBurdick"), independent auditors, as set forth in their report included in "APPENDIX A" hereto. HintonBurdick has not been asked to consent to the use of its name, audited financial statements and report in this Official Statement. The City notes that HintonBurdick recently merged with Squire & Company, P.C. and HintonBurdick operates under the name of Squire & Company, P.C. as of January 1, 2026.

Additional Information

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

This Preliminary Official Statement is in a form "deemed final" by the Authority and the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the Authority and the City.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH

CITY OF HURRICANE, UTAH

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025

APPENDIX B

THE GENERAL INDENTURE AND THE MASTER LEASE

APPENDIX C

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY

THE CITY

City Population

Year	Population	Percent Change
2025 Estimate	25,745	3.81%
2024 Estimate	24,800	3.29
2023 Estimate	24,011	3.98
2022 Estimate	23,091	5.84
2021 Estimate	21,817	8.89
2020 Census	*20,036*	*5.04*
2019 Estimate	19,074	4.89
2018 Estimate	18,184	6.03
2017 Estimate	17,150	6.11
2016 Estimate	16,163	–
2010 Census	*13,748*	–
2000 Census	*8,250*	–

Note: The Census counts are as of April 1 of the census year; the annual population estimates are as of July 1 of the year given.

(Source: U.S. Census Bureau.)

Construction Activity in the City

The following table summarizes the value of permit authorized construction for the City for the years shown for both residential and commercial construction.

	Calendar Year				
	2025	2024	2023	2022	2021
New Dwelling Units	592	569	399	682	680
New Residential Value ($000)	92,200.8	81,907.7	63,713.8	112,472.9	113,995.8
New Nonresidential Value ($000)	31,542.9	39,085.5	39,782.5	42,808.6	31,641.6
Additions/Alterations/Repairs ($000)	6,781.3	6,089.9	17,174.7	6,979.0	2,721.3
Total Construction ($000)	130,525.0	127,083.0	120,671.0	162,260.4	148,358.7

(Source: University of Utah Bureau of Economic and Business Research.)

THE COUNTY

The following demographic information is provided solely as background information regarding Washington County, Utah (the "County"), the general area in which the City is located.

The County is situated in the southwestern part of Utah. It is bordered by Iron County to the north, Kane County to the East, Nevada to the West, and Arizona to the South. The County is 2,422 square miles in area. The County is one of the fastest growing areas of the country and provides a mild winter climate, beautiful scenery, and a comfortable lifestyle. The County's economy is based upon tourism, education, services, trade, and construction. Zion National Park is encompassed within the County.

Population of County and State

Year	County	% Increase	State	% Increase
2025 Estimate	213,670	2.51%	3,538,904	1.03%
2024 Estimate	208,431	2.70	3,502,983	1.56
2023 Estimate	202,953	2.53	3,449,259	1.63
2022 Estimate	197,936	3.35	3,393,928	1.62
2021 Estimate	191,519	6.23	3,339,874	2.09
2020 Census	*180,279*	*1.53*	*3,271,616*	*2.05*
2019 Estimate	177,556	3.49	3,205,958	1.66
2018 Estimate	171,567	3.40	3,153,550	1.69
2017 Estimate	165,929	4.13	3,101,042	1.95
2016 Estimate	159,352	–	3,041,868	–
2010 Census	*138,115*	*52.86%*	*2,763,885*	*23.77%*
2000 Census	*90,354*	*86.1*	*2,233,169*	*29.62*

Note: The Census counts are as of April 1 of such year; the annual population estimates are as of July 1 of the year given.
(Source: U.S. Census Bureau.)

Rate of Unemployment – Annual Averages

Year	County	State	United States
2025	3.5%	3.6%	4.3%
2024	3.4	3.3	4.0
2023	3.0	2.7	3.6
2022	2.7	2.4	3.6
2021	3.0	2.8	5.3
2020	5.5	4.8	8.1
2019	2.9	2.5	3.7
2018	3.2	2.9	3.9
2017	3.4	3.1	4.4
2016	3.6	3.3	4.9

(Source: Utah Department of Workforce Services; U.S. Bureau of Labor Statistics.)

Economic Indicators

LABOR FORCE (1)	2025	2024	2023	2022	2021
Labor Force (annual average)	95,835	93,911	90,613	86,467	82,848
Employed (annual average)	92,434	90,687	87,927	84,158	80,337
Unemployed (annual average)	3,401	3,224	2,686	2,309	2,511
Unemployment Rate	3.5%	3.4%	3.0%	2.7%	3.0%
Average Employment (Non-Farm Jobs)	90,830	87,586	84,519	80,995	77,095
% Change Prior Year	*3.70*	*3.63*	*4.35*	*5.06*	*7.75*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	121	68	80	103	115
Mining	483	478	479	524	417
Utilities	358	313	284	272	253
Construction	10,526	10,361	9,797	9,923	9,286
Manufacturing	4,213	4,141	3,960	4,097	3,932
Wholesale Trade	1,977	1,965	1,896	1,874	1,406
Retail Trade	12,070	12,170	12,079	11,265	11,198
Transportation & Warehousing	5,492	4,864	4,714	4,813	4,774
Information	1,142	1,119	1,095	951	867
Finance and Insurance	1,822	1,745	1,568	1,628	1,684
Real Estate, Rental & Leasing	1,532	1,453	1,349	1,276	1,227
Professional, Scientific & Technical Services	3,822	3,630	3,814	3,456	3,235
Management of Companies & Enterprises	315	268	200	169	213
Administrative, Support, Waste Mgmt, & Remediation	4,452	4,330	4,199	3,534	3,370
Education Services	7,375	6,992	6,761	6,533	6,135
Health Care & Social Assistance	14,890	14,319	13,672	12,821	12,442
Arts, Entertainment, & Recreation	3,156	2,895	2,733	2,524	2,349
Accommodation & Food Services	11,363	10,815	10,270	9,961	9,273
Other Services & Unclassified	2,676	2,691	2,669	2,508	2,345
Public Administration	3,047	2,968	2,894	2,762	2,572
Total Establishments	8,404	8,273	8,099	7,906	7,933
Total Wages ($Millions)	4,585.4	4,229.5	3,914.0	3,609.4	3,237.8

INCOME AND WAGES	2025	2024	2023	2022	2021
Total Personal Income ($000) (2)	n/a	12,070,405	11,183,074	10,234,655	9,753,512
Per Capita Income (2)	n/a	58,047	55,161	51,717	50,918
Median Household Income (2)	n/a	86,715	78,094	75,572	63,639
Avg Monthly Nonfarm Wage (1)	$4,206	$4,024	$3,859	$3,714	$3,500

SALES & CONSTRUCTION	2025	2024	2023	2022	2021
Gross Taxable Sales ($000) (3)	7,511.9	7,081.6	6,718.8	6,734.3	6,217.2
New Dwelling Units (4)	2,888	3,066	2,916	3,445	3,835
Total Construction Value ($000)(4)	1,235,280.7	1,067,678.5	914,652.0	1,148,550.4	1,034,810.3
New Residential Value ($000) (4)	715,744.1	573,205.3	532,546.4	640,932.2	770,836.6
New Nonresidential Value ($000)(4)	393,303.3	355,662.1	320,905.1	432,813.6	228,764.1

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated February 2026; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

Major Employers in the County

Company Name	Type of Business	Employee Range
Intermountain Health Care	Hospitals	4,000-4,999
Washington School District	Public Education	4,000-4,999
Utah Tech University	Higher Education	2,000-2,999
Walmart	General Merchandise Retailers	2,000-2,999
City of St George	Local Government	1,000-1,999
SkyWest Airlines	Air Transportation	500-999
Home Depot	Building Material & Garden Supplies	500-999
Washington County	Local Government	500-999
City of Washington	Local Government	500-999
Smith's	Food and Beverage Retailers	500-999
State of Utah	State Government	500-999
Costco Wholesale	General Merchandise Retailers	250-499
Stephen Wade Auto Center	Motor Vehicle and Parts Dealers	250-499
Harmons	Food and Beverage Retailers	250-499
Black Desert Resort	Accommodation	250-499
Andrus Transportation Services	Truck Transportation	250-499
Sunroc Corporation	Mining (except Oil and Gas)	250-499
Red Mountain Resort	Accommodation	250-499
Family Dollar Services	Warehousing and Storage	250-499
TG Administration	Amusement, Gambling & Recreation	250-499
ARO	Grocery Stores	250-499
Tuacahn Center for the Arts	Performing Arts & Spectator Sports	250-499
Crimson Heights	Ambulatory Health Care Services	250-499
Maverik	Gasoline Stations and Fuel Dealers	250-499
McDonald's	Food Services and Drinking Places	250-499
Ram Aviation, Space & Defense	Fabricated Metal Product Manufac..	250-499
Wittwer Management	Accommodation	100-249
Orgill	Merchant Wholesalers, Durable Goods	100-249
Hurricane City	Local Government	100-249
U.S. Postal Service	Postal Service	100-249
DMBC	Social Assistance	100-249
PrinterLogic	Prof, Scientific & Technical Services	100-249
Avalon Care Center	Nursing and Residential Care Facilities	100-249
Amazon	Couriers and Messengers	100-249
Revere Health	Ambulatory Health Care Services	100-249
Albertson's	Food and Beverage Retailers	100-249
Summit Athletic Club	Amusement, Gambling & Recreation	100-249
Boulevard Furniture	Furniture, Electronics & Appliances	100-249
Target	General Merchandise Retailers	100-249
Litehouse Foods	Food Manufacturing	100-249
Balance of Nature	Miscellaneous Retail.	100-249

(Source: Utah Department of Workforce Services; last updated October 2026.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "Disclosure Undertaking") is executed and delivered by the City of Hurricane, Utah (the "City") in connection with the issuance of the Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026 in the aggregate principal amount of $[_____] (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and as further supplemented by the Seventh Supplemental Indenture dated as of December 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture"), by and between the Municipal Building Authority of the City of Hurricane, Utah (the "Issuer") and Zions Bancorporation, National Association, as trustee (the "Trustee"); resolutions of the Issuer adopted on October 1, 2026 and November 5, 2026; and a resolution of the City adopted on October 1, 2026.

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below). The City acknowledges that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Undertaking, and has no liability to any person, including any holder or Beneficial Owner of the Series 2026 Bonds, with respect to any such reports, notices or disclosures. The City represents that it will be the only obligated person with respect to the Series 2026 Bonds at the time the Series 2026 Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Series 2026 Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the Issuer dated [_____], 2026 relating to the Series 2026 Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Report.

(a) The City shall, or shall cause the Dissemination Agent to, not later than two hundred fifteen (215) days after the end of each fiscal year of the City (presently June 30) commencing with the fiscal year ending June 30, 2026, provide to the MSRB in electronic format an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than 15 business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide an Annual Report to the MSRB by the date required in subsection (a) or the Dissemination Agent has not received a copy to file by such date, the City or the Dissemination Agent shall, in a timely manner, provide a notice of failure to file the Annual Report to the MSRB in an electronic format.

(c) The City or the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference the following:

(i) A copy of the City's annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(ii) An update of the information of the type contained in the Official Statement in the tables under the headings, "DEBT STRUCTURE OF THE AUTHORITY AND THE CITY—Authority Obligations," and "—City Obligations," "—Computation of Overlapping General Obligation Debt," "—Debt Ratios," "FINANCIAL INFORMATION REGARDING THE CITY—Taxable and Fair Market Value of Property in the City," and "—Property Tax Levies and Collections."

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been submitted to the public on the Internet website of the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than ten (10) business days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds, or other material events affecting the tax status of the Series 2026 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City or the Issuer, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than 10 business days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2026 Bonds;

(v) Series 2026 Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2026 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City or the Issuer, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) business days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the earlier of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written agreement are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2026 Bonds.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City and the Dissemination Agent may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, without the consent of the holders of the Series 2026 Bonds, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver does not, in and of itself, cause the agreement herein to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder,

including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2026 Bonds and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: _____, 2026.

CITY OF HURRICANE, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2026 Bonds, Gilmore & Bell, P.C., Bond Counsel to the Authority, proposes to issue its approving opinion in substantially the following form.

Re: $_____ Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026

To the Addressees:

We have acted as bond counsel to the Municipal Building Authority of the City of Hurricane City, Utah (the "Issuer"), in connection with the issuance by the Issuer of the above-captioned bonds (the "Series 2026 Bonds"). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Series 2026 Bonds are being issued pursuant to (i) the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bonding Act" and together with the Building Authority Act, the "Act"), and other provisions of state law; (ii) resolutions adopted on October 1, 2026 and November 5, 2026, by the governing body of the Issuer and a resolution adopted on October 1, 2026 by the City Council of the City of Hurricane, Utah (the "City") and (iii) a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and as further supplemented by the Seventh Supplemental Indenture dated as of December 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee.

Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Indenture.

The Series 2026 Project has been leased by the Issuer to the City on an annually renewable basis and with an option to purchase, exercisable by the City, pursuant to the terms of a Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease (the "Sixth Amendment to Lease" and collectively with the Master Lease as amended, the "Lease") between the Issuer and the City. Payments by the City under the Lease may be made only from funds which are budgeted and appropriated by the City for such purpose. Except to the extent payable from the proceeds of the Series 2026 Bonds and income from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any, the Series 2026 Bonds are payable solely from, and are secured by a pledge of, rentals derived by the Issuer under the Lease. The Indenture provides that the Series 2026 Bonds and the interest thereon (i) are not general obligations, but are special, limited obligations of the Issuer, (ii) do not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation, and (iii) do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers of the City. Neither the City nor the Issuer on its behalf has pledged the credit of the City to the payment of the Series 2026 Bonds or the interest thereon or rentals under the Lease.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer contained in the Indenture, on the certified proceedings and other certifications of representatives of the Issuer and the City and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Issuer is a validly existing nonprofit corporation incorporated and existing pursuant to the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, the Utah Code Annotated 1953, as amended and as provided in the Local Building Authority Act Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, with the power to execute the Indenture and perform the agreements on its part contained therein, and issue the Series 2026 Bonds.

2. The Indenture has been authorized, executed and delivered by the Issuer and constitutes a valid and binding obligation enforceable against the Issuer.

3. The Lease has been authorized, executed and delivered by the City and the Issuer, and constitutes a valid and binding obligation enforceable against the City and the Issuer.

4. The Series 2026 Bonds have been duly authorized and executed by the Issuer and are valid and binding limited obligations of the Issuer. The Series 2026 Bonds do not constitute a general obligation indebtedness of the Issuer or the City within the meaning of any State constitutional or statutory provision, limitation, or restriction. The Issuer has no taxing power.

5. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer and the City have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

6. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

The rights of the owners of the Series 2026 Bonds and the enforceability of the Series 2026 Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding (a) the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Series 2026 Bonds, (b) the attachment, perfection, or priority of the lien on the rentals derived by the Issuer under the Lease or other funds created by the Indenture, or (c) the tax consequences arising with respect to the Series 2026 Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Very truly yours,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain

that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

EXHIBIT C

FORM OF OFFICIAL NOTICE OF BOND SALE

OFFICIAL NOTICE OF BOND SALE

(Bond Sale to be Conducted Electronically)

Municipal Building Authority of the City of Hurricane, Utah

$23,595,000*

Lease Revenue Bonds, Series 2026

Bids will be received electronically (as described under "Procedures Regarding Electronic Bidding" below) by the Municipal Building Authority of the City of Hurricane, Utah (the "Issuer") at the offices of Zions Public Finance, Inc., Salt Lake City, Utah, the Municipal Advisor to the Issuer (the "Municipal Advisor") on the *PARITY*® bidding system ("*PARITY*®") at 9:30:00 a.m., Mountain Standard Time ("MST"), on Tuesday, December 8, 2026, for the purchase all or none ("AON") of $23,595,000* aggregate principal amount of the Issuer's Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds are to be issued pursuant to a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and as further supplemented by the Seventh Supplemental Indenture dated as of December 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture"), between the Issuer and Zions Bancorporation, National Association, as trustee, (the "Trustee") and to be payable from, and secured by, annually renewable lease payments ("Base Rentals") to be paid, subject to appropriation, by the City Council (the "Council") of the City of Hurricane, Utah (the "City"), pursuant to an annually renewable Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease (the "Sixth Amendment to Lease" and collectively with the Master Lease as amended, the "Lease"), between the Issuer (as lessor) and the City (as lessee), and other amounts held by Trustee under the Indenture as more fully described under "Security" herein.

The bids will be reviewed and considered by the Designated Officer (as defined in the resolution previously adopted by the governing body of the Issuer on October 1, 2026 (the "Resolution")).

Description of Series 2026 Bonds

The Series 2026 Bonds will be dated the date of delivery thereof, will be fully-registered bonds, in book-entry form, in denominations of $5,000 or integral multiples thereof, and will mature on September 1 of the years and in the principal amounts as follows:

Maturity (September 1)	Amount*	Maturity (September 1)	Amount*
2029	$245,000	2044	835,000
2030	255,000	2045	880,000
2031	435,000	2046	930,000
2032	460,000	2047	980,000
2033	480,000	2048	1,030,000
2034	505,000	2049	1,090,000
2035	535,000	2050	1,150,000
2036	560,000	2051	1,215,000
2037	590,000	2052	1,285,000
2038	620,000	2053	1,360,000
2039	650,000	2054	1,435,000
2040	685,000	2055	1,515,000
2042	720,000	2056	1,600,000
2043	755,000		
Total			$23,595,000*

* Preliminary; subject to change. See "Adjustment of Principal Amount of the Series 2026 Bonds" in this Official Notice of Bond Sale.

The Series 2026 Bonds will be issued in registered form and, when issued, will be registered in the name of The Depository Trust Company, New York, New York, or its nominee. The Depository Trust Company will act as securities depositary for the Series 2026 Bonds. Purchases of beneficial interests in the Series 2026 Bonds will be made in book-entry form in the denomination of $5,000 or any integral multiple thereof.

Term Bonds and Mandatory Sinking Fund Redemption at Bidder's Option

The Series 2026 Bonds scheduled to mature on two or more of the above-designated maturity dates may be rescheduled, at bidder's option, to mature as term bonds on one or more dates within that period, in which event the Series 2026 Bonds will mature and be subject to mandatory sinking fund redemption in such amounts and on such dates as will correspond to the above-designated maturity dates and principal amounts maturing on those dates, as adjusted.

Adjustment of Principal Amount of the Series 2026 Bonds

The Designated Officer, on behalf of the Issuer, may adjust the amount of the Series 2026 Bonds and the amount maturing on one or more of the maturity dates by the amount necessary to deliver approximately $24,000,000 of sale proceeds and to properly size each maturity of the Series 2026 Bonds so that the annual debt service on the Series 2026 Bonds better matches the anticipated revenues and payments; provided, however the adjustment of maturities with respect to Series 2026 Bonds maturing in any year in the principal amount of $1,000,000 or more, will not reduce such principal amount to an amount less than $1,000,000. The dollar amount of the price bid by the successful bidder may be changed as described below, but none of the interest rates specified by the successful bidder will change. A successful bidder may not withdraw its bid as a result of any changes made within these limits, and the Issuer will consider the bid as having been made for the adjusted amount of the Series 2026 Bonds. The dollar amount of the price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2026 Bonds to the public and the price to be paid to the Issuer, by (b) the principal amount of the Series 2026 Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown above.

If the Issuer elects to make such an adjustment, the amount of such adjustment will be allocated to increase or decrease the principal amount of the Series 2026 Bonds maturing on one or more of the maturity dates for the Series 2026 Bonds as described above, all as determined by the Designated Officer, on behalf of the Issuer, with the advice of the Municipal Advisor. The Issuer expects to advise the successful bidder as soon as possible, but expects no later than 2:00 p.m., MST, on the date of sale, of the amount, if any, by which the aggregate principal amount of the Series 2026 Bonds will be adjusted and the corresponding changes to the principal amount of the Series 2026 Bonds maturing on one or more of the above-designated maturity dates for the Series 2026 Bonds. Any such adjustment will be in an amount of $5,000 or an integral multiple thereof. The Issuer will consider the bid as having been made for the adjusted amount of the Series 2026 Bonds.

To facilitate any adjustment in the principal amounts, the successful bidder is required to indicate by electronic means to the Municipal Advisor at mark.anderson@zionsbancorp.com within one-half hour of the time of bid opening, the amount of any original issue discount or premium on each maturity of the Series 2026 Bonds and the amount received from the sale of the Series 2026 Bonds to the public that will be retained by the successful bidder as its compensation.

Possible Rejection of All Bids

As described below under "Sale Reservations," the Issuer reserves the right to reject any and all bids and to resell the Series 2026 Bonds. In such case the Issuer may elect to negotiate a subsequent sale of the Series 2026 Bonds.

Ratings

The Issuer will, at its own expense, pay fees of S&P Global Ratings (S&P) for rating the Series 2026 Bonds. As of the date of the Preliminary Official Statement, S&P has assigned its municipal bond rating of [___] to the Series 2026 Bonds. *Any additional ratings shall be at the option and expense of the bidder.*

Purchase Price

The purchase price bid for the Series 2026 Bonds shall not be less than 100% of the principal amount of the Series 2026 Bonds. The final par amount of the Series 2026 Bonds may be adjusted (either increased or decreased) as provided above under "Adjustment of Principal Amount of the Series 2026 Bonds".

Interest Rates

The Series 2026 Bonds will bear interest at any number of different rates, any of which may be repeated, which rates shall be expressed in multiples of $1/8^{th}$ or $1/20^{th}$ of 1% per annum. In addition:

1. no rate bid may exceed 6.50% per annum;

2. all Series 2026 Bonds of the same maturity must bear a single rate of interest;

3. premium must be paid in the funds specified for the payment of the Series 2026 Bonds as part of the purchase price;

4. interest shall be computed from the dated date of a Series 2026 Bond to its stated maturity date at the single interest rate specified in the bid for the Series 2026 Bonds of such maturity;

5. the purchase price must be paid in immediately available funds and no bid will be accepted that contemplates the cancellation of any interest or the waiver of interest or other concession by the bidder as a substitute for federal funds;

6. [there shall be no supplemental interest coupons; and]

7. interest shall be computed on the basis of a 360-day year of 12, 30-day months.

Interest for the Series 2026 Bonds will be payable semiannually on March 1 and September 1 beginning March 1, 2027, at the rate or rates to be fixed at the time the Series 2026 Bonds are sold.

Trustee, Bond Registrar, and Paying Agent; Place of Payment

Zions Bancorporation, National Association, Salt Lake City, Utah, will be the trustee, paying agent, and bond registrar of the Series 2026 Bonds. So long as The Depository Trust Company, New York, New York ("DTC"), is the registered owner, DTC will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Series 2026 Bonds as described under the caption "THE SERIES 2026 BONDS—Book-Entry System" in the Issuer's Preliminary Official Statement with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds will be payable by check or draft mailed to the registered owners thereof (initially DTC) as shown on the registration books kept for the Issuer by the Registrar.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds maturing on or after September 1, 2036, are subject to redemption at the option of the Issuer, in whole or in part, at any time on or after September 1, 2037, in such order of maturity as shall be directed 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 to the date of redemption.

Extraordinary Redemption in the Event of Damages, or Destruction or Condemnation of the Series 2026 Project. The Series 2026 Bonds are callable for redemption prior to maturity in whole on any date, if (i) the Series 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2026 Project shall become apparent, or title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, (ii) the net proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2026 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2026 Project by depositing such net proceeds into the bond fund established under the Indenture. Thereafter, monies so deposited in the bond fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2026 Project (except moneys held in the rebate fund or for the payment of Series 2026 Bonds not then deemed outstanding), shall be applied to the redemption of the Series 2026 Bonds at the earliest date practicable, as specified in a written notice from the Issuer to the Trustee. Any such redemption of the Series 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date.

Security

The principal of, and premium (if any) and interest on, the Series 2026 Bonds are payable from, and secured by, annually renewable Base Rentals to be paid by the City pursuant to the Lease, subject to annual appropriation by the City Council of amounts sufficient to pay such Base Rentals and certain other amounts payable under the Lease. The Series 2026 Bonds are also payable from certain funds and accounts held under the Indenture.

The obligation of the City to pay any rentals is annually renewable as provided in the Lease and subject to annual appropriation by the City Council. Neither the obligation of the City to pay rentals nor the obligation of the Issuer to pay the Series 2026 Bonds will constitute a debt of the City or the State of Utah or any political subdivision thereof. The issuance of the Series 2026 Bonds does not directly or contingently obligate the City to pay any rentals. The Issuer has no taxing power.

Procedures Regarding Electronic Bidding

No bid will be accepted unless the Issuer has determined that such bidder has provided the requested Deposit, as the case may be, as described under "Good Faith Deposit" below.

Bids will be received by means of the *PARITY*® electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY*® on or before 9:30:00 a.m. MST, on Tuesday, December 8, 2026. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*® conflict with this OFFICIAL NOTICE OF BOND SALE, the terms of this OFFICIAL NOTICE OF BOND SALE shall control. For further information about *PARITY*®, potential bidders may contact the Municipal Advisor or i–Deal LLC at 1359 Broadway, New York, New York 10018; (212) 849-5021. The time as maintained by *PARITY*® shall constitute the official time.

Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access *PARITY*® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this OFFICIAL NOTICE OF BOND SALE. Neither the Municipal Advisor, the Issuer nor i-Deal LLC shall have any duty or obligation to provide or assure such access to any qualified prospective bidder, and neither the Municipal Advisor, the Issuer nor i–Deal LLC shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, *PARITY*®. The Issuer is using *PARITY*® as a communication mechanism, and not as the Issuer's agent, to conduct the electronic bidding for the Series 2026 Bonds.

Notification

The Municipal Advisor will notify the apparent successful bidder(s) (electronically via *PARITY*®), or by telephone, as soon as possible after the Issuer's receipt of bids, that such bidder's bid appears to be the best bid received

which conforms to the requirements of this OFFICIAL NOTICE OF BOND SALE, subject to verification and to official action to be taken by certain authorized officers of the Issuer as described in the next succeeding paragraph.

The award of the Series 2026 Bonds to the successful bidder will be considered by the Designated Officer of the Issuer on Tuesday, December 8, 2026, pursuant to the Resolution.

Form of Bid

Each bidder for the Series 2026 Bonds is required to transmit electronically via *PARITY*® an unconditional bid specifying the lowest rate or rates of interest and confirm the purchase price (as described under "Purchase Price" above) at which the bidder will purchase the Series 2026 Bonds. Each bid must be for all the Series 2026 Bonds herein offered for sale.

For information purposes only, bidders are requested to state in their bids the effective interest rate for the Series 2026 Bonds represented on a TIC basis, as described under "Award" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by email or in any other medium or on any system other than by means of *PARITY*®; provided, however, that in the event a prospective bidder cannot access *PARITY*®, through no fault of its own, it may so notify the office of the Municipal Advisor by telephone at (801) 844-7377. Thereafter, it may submit its bid by telephone to the Municipal Advisor at (801) 844-7377, who shall transcribe such bid into written form or by email to the Municipal Advisor at mark.anderson@zionsbancorp.com, in either case before the time bids are due as stated above, on Tuesday, December 8, 2026. For purposes of bids submitted telephonically to the Municipal Advisor (as described above) or by email, the time as maintained by *PARITY*®, shall constitute the official time. Each bid submitted as provided in the preceding sentence must specify the interest rate or rates of the Bonds and the total purchase price of all of the Series 2026 Bonds. The Municipal Advisor will seal transcribed telephonic bids and email bids for submission. Neither the Issuer nor the Municipal Advisor assume any responsibility or liability from the failure of any such transcribed telephonic bid or email (whether such failure arises from equipment failure, unavailability of phone lines or otherwise). No bid will be received after the time for receiving such bids specified above.

If requested by the Municipal Advisor, the apparent successful bidder(s) will provide written confirmation of its bid (by electronic means) to the Municipal Advisor prior to 2:00 p.m., MST, on Tuesday, December 8, 2026.

Right of Cancellation

The successful bidder(s) shall have the right, at its option, to cancel its obligation to purchase the Series 2026 Bonds if the Issuer shall fail to execute the Series 2026 Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder(s) shall be entitled to the return of the Deposit.

Award

Award or rejection of bids will be made on Tuesday, December 8, 2026, by the Designated Officer of the Issuer. The Series 2026 Bonds will be awarded to the responsible bidder offering to pay the lowest effective interest cost to the Issuer, computed from the date of the Series 2026 Bonds to maturity and taking into consideration the premium or discount, if any, in the purchase price of the Series 2026 Bonds. The effective interest rate to the Issuer shall be the interest rate per annum determined on a per annum true interest cost ("TIC") based on the discounting of the scheduled semiannual debt service payments of the Issuer on the Series 2026 Bonds (based on such rate or rates of interest so bid) to the dated date of the Series 2026 Bonds, compounded semiannually, and to the bid price. Interest cost shall be computed on a 360-day year of twelve, 30-day months.

Good Faith Deposit

A good faith deposit (the "Deposit") in the amount of $250,000 is required only from the successful bidder(s). The Deposit shall be payable to the order of the Issuer in the form of a wire transfer in federal funds as instructed by

the Municipal Advisor no later than 12:00 noon, MST, on Tuesday, December 8, 2026. As an alternative to wiring funds, a bidder may deliver a cashier's or certified check, payable to the order of the Issuer. If a check is used, it must precede each bid. Such check shall be promptly returned to its respective bidder whose bid is not accepted.

The Issuer shall, as security for the faithful performance by the successful bidder(s) of its obligation to take up and pay for the Series 2026 Bonds when tendered, cash the Deposit check, if applicable, of the successful bidder(s) and hold the proceeds of the Deposit of the successful bidder(s), or invest the same (at the Issuer's risk) in obligations which mature at or before the delivery of the Series 2026 Bonds as described under the caption "Manner and Time of Delivery" below, until disposed of as follows: (a) at such delivery of the Series 2026 Bonds and upon compliance with the successful bidder's obligation to take up and pay for the Series 2026 Bonds, the full amount of the Deposit held by the Issuer, without adjustment for interest, shall be applied toward the purchase price of the Series 2026 Bonds at that time and the full amount of any interest earnings thereon shall be retained by the Issuer; and (b) if the successful bidder fails to take up and pay for the Series 2026 Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the Issuer as liquidated damages.

Sale Reservations

The Issuer reserves the right: (i) to waive any irregularity or informality in any bid or in the bidding process; (ii) to reject any and all bids for the Series 2026 Bonds; and (iii) to resell the Series 2026 Bonds as provided by law.

Manner and Time of Delivery

The successful bidder(s) will be given at least five (5) business days advance notice of the proposed date of the delivery of the Series 2026 Bonds when that date has been determined. It is now estimated that the Series 2026 Bonds will be delivered in book-entry form on or about December 17, 2026. Delivery of the Series 2026 Bonds will be made in Salt Lake City, Utah. The successful bidder(s) must also agree to pay for the Series 2026 Bonds in federal funds which will be immediately available to the Issuer on the day of delivery.

CUSIP Numbers

It is anticipated that CUSIP numbers will be printed on the Series 2026 Bonds, at the expense of the Issuer, but neither the failure to print such numbers on any Series 2026 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder(s) thereof to accept delivery of and pay for the Series 2026 Bonds in accordance with terms of this Official Notice of Bond Sale.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposed of determining the applicability and amount of the federal corporate alternative minimum tax.

In the opinion of Bond Counsel, interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

Establishment of Issue Price

The successful bidder shall assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer on the date of issuance of the Series 2026 Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2026 Bonds, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Official Notice of Bond Sale to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Municipal Advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148–1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2026 Bonds) will apply to the initial sale of the Series 2026 Bonds (the "competitive sale requirements") because:

(i) the Issuer shall disseminate this Official Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the Issuer may receive bids from at least three underwriters of municipal obligations who have established industry reputations for underwriting new issuances of municipal obligations; and

(iv) the Issuer anticipates awarding the sale of the Series 2026 Bonds to the bidder who submits a firm offer to purchase the Series 2026 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Bond Sale.

Any bid submitted pursuant to this Official Notice of Bond Sale shall be considered a firm offer for the purchase of the Series 2026 Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the successful bidder. The Issuer may determine to treat (i) the first price at which 10% of a maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2026 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the Issuer if any maturity of the Series 2026 Bonds satisfies the 10% test as of the date and time of the award of the Series 2026 Bonds. The Issuer shall promptly advise the successful bidder, at or before the time of award of the Series 2026 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2026 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Issuer determines to apply the hold-the-offering-price rule to any maturity of the Series 2026 Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2026 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2026 Bonds.***

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Series 2026 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2026 Bonds, that the underwriters will neither offer nor sell unsold Series 2026 Bonds of any maturity to which the hold-the-offering-price rule shall apply 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 underwriters have 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 successful bidder 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.

If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Series 2026 Bonds, the successful bidder agrees to promptly report to the Issuer the prices at which the unsold Series 2026 Bonds of that maturity have been sold to the public. If as of the award of the Series 2026 Bonds the 10% Test has not been satisfied as to any maturity of the Series 2026 Bonds, the successful bidder agrees to promptly report to the Issuer the prices at which it subsequently sells Series 2026 Bonds of that maturity to the public until the 10% Test is satisfied. If Series 2026 Bonds constituting the first 10% of a certain maturity are sold at different prices, the successful bidder shall report to the Issuer the prices at which Series 2026 Bonds of such maturity are sold until either (i) all Series 2026 Bonds of that maturity have been sold or (ii) the successful bidder sells 10% of the Series 2026 Bonds of such maturity at a single price. The successful bidder's reporting obligation shall continue as set forth above, whether or not the date of issuance of the Series 2026 Bonds has occurred provided that, the successful bidder's reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel.

The Issuer acknowledges that, in making the representations set forth above, the successful bidder will rely on (i) the agreement of each underwriter 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 an agreement among underwriters and the related pricing wires, (ii) 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 (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that 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 each underwriter shall be solely liable for its failure to comply with its agreement regarding 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, and that no underwriter shall be liable for the failure of any other underwriter, or 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.

By submitting a bid, each bidder confirms that any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) 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 underwriter, 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) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder,

(B) to promptly notify the successful bidder of any sales of Series 2026 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),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and

(D) any agreement among underwriters or 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 underwriter or 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 report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity; provided that the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter.

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 Official Notice of Bond Sale. Further, for purposes of this Official Notice of Bond Sale:

(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 that the Series 2026 Bonds are awarded by the Issuer to the successful bidder.

Legal Opinion and Closing Documents

The approving opinion of Gilmore & Bell, P.C., Bond Counsel, covering the legality of the Series 2026 Bonds will be furnished to the successful bidder(s) without charge. There will also be furnished the usual closing certificates dated as of the date of delivery of and payment for the Series 2026 Bonds, including letters from the attorney for the City and for the Issuer that there is no litigation pending or, to the knowledge of the signer thereof, threatened, affecting the validity of the Series 2026 Bonds.

Disclosure Certificate and Disclosure Counsel Letter

The Issuer will deliver to the successful bidder(s) a certificate of officer(s) of the Issuer, dated the date of the delivery of the Series 2026 Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said officer(s): (a) the descriptions and statements contained in the Preliminary Official Statement circulated with respect

to the Series 2026 Bonds were at the time of the acceptance of the bid true and correct in all material respects and did not at the time of the acceptance of the bid contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (b) the descriptions and statements contained in the final Official Statement are at the time of delivery of the Series 2026 Bonds true and correct in all material respects and do not at the time of the delivery of the Series 2026 Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, should the final Official Statement be supplemented or amended subsequent to the date thereof, the foregoing confirmation as to the final Official Statement shall relate to the final Official Statement as so supplemented or amended.

The Issuer has retained Gilmore & Bell, P.C. to act as disclosure counsel to the Issuer with respect to the Series 2026 Bonds and as such disclosure counsel, such firm will assist the Issuer in the review of the contents of the Preliminary Official Statement and final Official Statement. Gilmore & Bell, P.C. will deliver a letter to the successful bidder for the Series 2026 Bonds with respect to the Preliminary Official Statement and the final Official Statement which will state, in effect, that, while the firm has not verified and is not passing upon, and does not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the final Official Statement, based upon participation in conferences and in reliance thereon with various representatives of the Issuer and the City, counsel to the Issuer and the City, and representatives of the Municipal Advisor for the Issuer at which the contents of the Preliminary Official Statement and the final Official Statement were discussed and reviewed, without independent verification, no facts came to the attention of the attorneys of such firm rendering legal services in connection with such retention which lead such attorneys to believe that either (a) the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (b) the final Official Statement as of its date contained, or as of the date of the delivery of the Series 2026 Bonds contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. However, such firm will not be called upon to and will not express an opinion or belief as to information relating to the book-entry system or the expressions of opinion, the assumptions, the projections, financial statements (including notes and schedules thereto) or other financial, numerical, demographic or statistical data contained in the Preliminary Official Statement and the final Official Statement.

Official Statement

Copies of the Issuer's Preliminary Official Statement may be obtained as specified below prior to the time bids are taken. The Preliminary Official Statement is in a form "deemed final" by the Issuer for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to revision, amendment and completion in a final Official Statement.

The Issuer shall deliver to the successful bidder(s) no later than the seventh (7^{th}) business day after the award of the Series 2026 Bonds as described under the caption "Award" above, a final Official Statement in electronic format, to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure Undertaking

Pursuant to Securities and Exchange Commission Rule 15c2-12, the Issuer will undertake in a Continuing Disclosure Undertaking to provide certain ongoing disclosure, including annual operating data and financial information (including audited financial statements) and notices of the occurrence of certain material events. A description of the undertaking is set forth in the Preliminary Official Statement.

Compliance with Public Contract Boycott Restrictions

To the extent the winning bid for the Series 2026 Bonds constitutes a contract to acquire or dispose of a good or service for which written certification is required under Section 63G-27-201 of the Utah Code, the bid submitted by the successful bidder shall be deemed to be the written certification by the successful bidder and any syndicate

member, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the successful bidder or any syndicate member (collectively, the "Successful Bidder"), that:

(a) the Successful Bidder is not currently engaged in (i) a Boycott of the State of Israel; or (ii) an Economic Boycott;

(b) the Successful Bidder agrees not to engage in a Boycott of the State of Israel for the duration of such contract; and

(c) the Successful Bidder agrees to notify the Issuer in writing if the Successful Bidder begins engaging in an Economic Boycott (which notice may be grounds for termination of the contract).

For purposes of this Official Notice of Bond Sale:

"Boycott Action" means refusing to deal, terminating business activities, or limiting commercial relations.

"Boycott of the State of Israel" means engaging in a Boycott Action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

"Boycotted Company" means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (i) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) 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 (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

"Economic Boycott" means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a Boycotted Company; or (B) another company because the company does business with a Boycotted Company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a Boycotted Company; or (B) another company because the company does business with a Boycotted Company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Issuer, the Successful Bidder agrees to execute such further written certification as may be deemed necessary or convenient for the Issuer to establish compliance with Title 63G, Chapter 27 of the Utah Code.

Additional Information

For copies of this Official Notice of Bond Sale and the Preliminary Official Statement and information regarding the electronic bidding procedures and other related information, contact Mark Anderson (mark.anderson@zionsbancorp.com), Zions Public Finance, Inc., One South Main Street, 18th Floor, Salt Lake City, Utah 84133; (801) 844-7377; the Municipal Advisor to the Issuer.

DATED this November 24, 2026.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

HURRICANE CITY, UTAH

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF PURCHASER] (herein, the "Original Purchaser"), as the Original Purchaser of the $_____ Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), being issued on the date of this certificate by the Municipal Building Authority of Hurricane City, Utah (the "Issuer"), certifies and represents as follows:

1. Public Offering. The Original Purchaser offered all of the Series 2026 Bonds to the Public (as defined below) in a bona fide initial offering.

2. Reasonably Expected Initial Offering Price. As of the sale date of the Series 2026 Bonds (_____, 2026) (the "Sale Date"), the reasonably expected initial offering prices of the Series 2026 Bonds to the Public by the Original Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2026 Bonds used by the Original Purchaser in formulating its bid to purchase the Series 2026 Bonds.

[2. [*To be used if there are not at least 3 bids received*] [As of the date of this certificate, the first price at which at least 10% of [the indicated maturities] of the Series 2026 Bonds was sold to the Public are the prices listed in Schedule A.] or

[As of the date of this certificate, the Original Purchaser has not sold at least 10% of [each maturity] [certain maturities] of the Series 2026 Bonds at any price (the "Undersold Maturities"). For each Undersold Maturity listed on Schedule A the Original Purchaser will provide the price or prices at which the first 10% of each such Undersold Maturity was sold to the Public promptly following the date that the first 10% of each such Undersold Maturity is sold to the Public.]]

3. Defined Terms.

(a) *Maturity* means Series 2026 Bonds with the same credit and payment terms. Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" as defined in U.S. Treasury Regulation Section 1.1501(b) which generally provides that the term related party means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) *Underwriter* means (i) 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 (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph 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).

On the Sale Date the Original Purchaser purchased the Series 2026 Bonds from the Issuer by submitting electronically an "Official Bid Form" responsive to an "Official Notice of Bond Sale" and having its bid accepted by the Issuer. The Issuer has not modified the terms of the purchase since the Sale Date.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of the

Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2026 Bonds.

IN WITNESS WHEREOF, the undersigned has hereunto fixed his or her official signature this _____ day of _____, 2026.

[PURCHASER], as Original Purchaser

By:_____

Title: _____

Dated: [ISSUE DATE]

To Be Attached:

SCHEDULE A—EXPECTED OFFERING PRICES

HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date: November 5, 2026

Item: MBA meeting #4, #5, #6

Discussion: The city intends to sell the current police station building complex as part of the overall financing plan of the new police station. As required by state law, a noticed public hearing allows for public input in regard to declaring real public property as surplus. These agenda items follow the procedures set forth in state law allowing for the sale of the property. – Kaden DeMille

Findings:

Recommendation:

Resolution 2026-36

A RESOLUTION OF THE MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH, DECLARING PARCELS H-HVHC-1, H-HVHC-2, H-HVHC-3, H-HVHC-4, AND H-HVHC-5 TO BE SURPLUS REAL PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF

WHEREAS, Municipal Building Authority of Hurricane City, Utah (the "MBA"), is the owner of certain real property located on the west side of 700 West Street between State Street and 150 South Street, including parcels identified as H-HVHC-1, H-HVHC-2, H-HVHC-3, H-HVHC-4, and H-HVHC-5 (collectively, the "Property"); and

WHEREAS, pursuant to Hurricane City Code § 1-10-1, City-owned real property may not be disposed of unless and until it has first been declared surplus by the City Council; and

WHEREAS, in determining whether the Property should be declared surplus, the City Council has taken into consideration the following:

1. The MBA has, or anticipates that it will have, no practical, economical, efficient, or appropriate use for the Property currently or in the reasonably foreseeable future; and
2. The purpose served by the Property or its use either no longer exists or has significantly changed because of the needs and demands of the MBA; and

WHEREAS, the City Council has determined that the Property is no longer necessary for the MBA's current or reasonably foreseeable municipal purposes and that declaring the Property surplus will allow the MBA to proceed with its disposition in accordance with applicable law and City Code; and

WHEREAS, the City Council finds that it is in the public interest that the subject Property may be disposed of, subject to the requirements of Hurricane City Code Title 1, Chapter 10.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH, AS FOLLOWS:

Section 1. Declaration of Surplus Property. The City Council hereby declares the Property to be surplus real property pursuant to Hurricane City Code § 1-10-1.

Section 2. Authorization to Proceed with Disposition. The Hurricane City Manager is hereby directed and authorized to proceed with the disposition of the Property by any of the methods authorized under Hurricane City Code § 1-10-2(B), subject to all applicable provisions of the Hurricane City Code and other applicable law.

Section 3. Fair Market Value. The disposition of the Property shall be made for no less than fair market value. The Hurricane City Manager is authorized to proceed with the necessary steps to facilitate the disposition and to proceed with closing as soon as the Property may be disposed of for no less than fair market value and all applicable requirements have been satisfied.

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is held invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining portions of this Resolution.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

PASSED AND APPROVED THIS 5th day of November 2026.

_____
Clark Fawcett, Mayor

ATTEST:

_____
Cindy Beteag, Recorder

The foregoing Resolution was presented at a regular meeting of the Municipal Building Authority of Hurricane City held at the Hurricane City Office Building on the 5th day of November 2026. Whereupon a motion to adopt and approve said Resolution was made by _____ and seconded by _____. A roll call vote was then taken with the following results:

	Yea	Nay	Abstain	Absent
Joseph Prete	___	___	___	___
Dave Imlay	___	___	___	___
Lynn Excell	___	___	___	___
Amy Werrett	___	___	___	___
Merlin Spendlove	___	___	___	___

_____
Cindy Beteag, Recorder

Cindy Beteag

From: Clark FAWCETT <fawcett2417@msn.com>
Sent: Monday, November 2, 2026 1:22 PM
To: Cindy Beteag
Subject: Vacation Rental

I asked each of you to read through the vacation rental ordinance. I wanted to see what if anything you felt we needed to change. As I mentioned I want an ordinance we cadn all stand behind. I want to be able to tell the staff this is what we expect and have them enforce it. I am tired of listening to citizens who say they call in and nothing is ever done. We now have a spreadsheet I can track. If you find nothing, you would like to change, just let me know. Here are the things I suggest.

1. I would like to amend the parking on the street violation. I believe a renter should have the right to have visitors just as anyone else. We need to keep the requirement of one parking spot per bedroom and require the renters to use the spots. Parking on the street is not permitted for boats, trailers, ATV's and other off-road vehicles. A renter should not bring more vehicles than can be parked in the allotted spaces without making arrangements to park these vehicles in another permitted spot
2. The following should constitute a strike

A. Exceeding the occupancy numbers. Each rental unit and ad should clearly indicate the maximum number of occupants

B. After hour noise complaints. The police should have the discretion to warn or issue a citation. Every visit by the police should be reported to the planning department. The planning department may consider it a strike or not depending on the police report. An explanation of the decision should be recorded. A second after hours noise complaint within 3 months is an automatic strike.

C. A unit rented to a minor

D. Trespassing onto private property.

E. Not providing proper posting.

F. Not responding to a citizen's complaint. A number is to be included on each rental showing the person to contact if there is a complaint. This may be the owner, a management company, or an agent. This person should be able to respond within 30 minutes. Lack of response should be a strike

G. Drugs, alcohol abuse or disorderly conduct.

H. Non-payment of TRT tax.

Each of the above violations needs to be verified. I know some citizens who are just watching for anything to complain about. If it is not verified, then no strike will be assessed, but a letter or email should go out to the owner, so they know of the complaint.

Hurricane, Utah

November 5, 2026

The City Council ("Council") of Hurricane City, Utah (the "City"), met in regular public session at 6:00 p.m. on November 5, 2026, with the following members of the Council present:

Clark Fawcett	Mayor
Joseph Prete	Council Member
Lynn Excell	Council Member
Dave Imlay	Council Member
Joseph Prete	Council Member
Merlin Spendlove	Council Member
Amy Werrett	Council Member

Also present:

Cindy Beteag	City Recorder
Kaden DeMille	City Manager

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 5, 2026, 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 Council Member _____ and seconded by Council Member _____, was adopted by the following vote:

AYE:

NAY:

The resolution was then signed by the Mayor in open meeting and recorded by the City Recorder in the official records of the City. The resolution is as follows:

A RESOLUTION OF THE CITY COUNCIL (THE "COUNCIL") OF HURRICANE CITY, UTAH (THE "CITY") AUTHORIZING A PRELIMINARY OFFICIAL STATEMENT AND AN OFFICIAL STATEMENT, AN OFFICIAL NOTICE OF BOND SALE, A CONTINUING DISCLOSURE UNDERTAKING, AND ALL OTHER DOCUMENTS REQUIRED IN CONNECTION WITH THE ISSUANCE AND SALE OF NOT MORE THAN $27,000,000 AGGREGATE PRINCIPAL AMOUNT OF LEASE REVENUE BONDS, SERIES 2026 (THE "SERIES 2026 BONDS") OF THE MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION; AND RELATED MATTERS.

WHEREAS, pursuant to the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Act"), the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") has been duly and regularly created, established, and is organized and existing as a body politic and political subdivision under and by virtue of the provisions of the Constitution and laws of the State of Utah; and

WHEREAS, the Authority may not exercise any of its powers without prior authorization of the Council of the City; and

WHEREAS, the Council adopted a resolution on October 1, 2026 (the "City Resolution"), approving the issuance by the Authority of its Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds") (to be issued from time to time in various series and with such other series or title designation(s) as may be determined by the Authority), to (a) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project"), (b) fund any required deposits to a debt service reserve fund, if necessary, and (c) pay costs associated with the issuance of the Series 2026 Bonds; and

WHEREAS, the City additionally approved all actions by the City necessary to effectuate the issuance by the Authority of the Series 2026 Bonds and all additional actions and certain documents required to be approved and executed by the City in conjunction therewith; and

WHEREAS, in connection with the sale of the Series 2026 Bonds, the City and the Authority additionally desire to (a) authorize the use and distribution of a preliminary official statement relating to the Series 2026 Bonds (the "Preliminary Official Statement") in substantially the form attached hereto as Exhibit B, (b) approve a final official statement (the "Official Statement") in substantially the form as the Preliminary Official Statement, (c) authorize and approve an Official Notice of Bond Sale (the "Official Notice of Bond Sale") in substantially the form attached hereto as Exhibit C in connection therewith should the Series 2026 Bonds be sold at a competitive sale, (d) authorize and approve a Continuing Disclosure Undertaking in

substantially the form attached to the Preliminary Official Statement that is deemed final, and (e) authorize and approve all other documents relating thereto;

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

Section 1. The Council hereby authorizes the utilization and distribution of the Preliminary Official Statement in substantially the form attached hereto as Exhibit B (including an Official Notice of Bond Sale in substantially the form attached hereto as Exhibit C should the Series 2026 Bonds be sold at a competitive sale) in the marketing of the Series 2026 Bonds on behalf of the Authority and the City, and hereby approves the Official Statement in substantially the same form as the Preliminary Official Statement. The Council further authorizes the Designated Officers of the City to execute a Continuing Disclosure Undertaking on behalf of the City and the Authority in substantially the form attached to the Preliminary Official Statement deemed final.

Section 2. Pursuant to the City Resolution and this resolution, the Council hereby grants and further gives authority to the Designated Officers of the City (as prescribed in the City Resolution) and the Authority (as prescribed and authorized in that Parameters Resolution adopted by the Authority on October 1, 2026 (the "Parameters Resolution")) or other appropriate officials of the City and the Authority the authority to make any alterations, changes or additions to the Preliminary Official Statement, the Official Statement, the Official Notice of Bond Sale, the Continuing Disclosure Undertaking, or any other document which may be necessary to conform the same to the final terms of the Series 2026 Bonds (within the parameters set by the City Resolution and the Parameters Resolution) 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 Authority as necessary or the provisions of the laws of the State of Utah or the United States.

Section 3. Upon the issuance of the Series 2026 Bonds, this resolution shall be and shall 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 (as defined in the City Resolution).

Section 4. 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.

APPROVED AND ADOPTED this November 5, 2026.

(SEAL)

By:_____
Mayor

ATTEST:

By:_____
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: _____
Mayor

ATTEST:

_____
City Recorder

STATE OF UTAH)
: ss.
COUNTY OF WASHINGTON)

I, Cindy Beteag, the undersigned City Recorder of Hurricane City, Utah (the "City"), do hereby certify according to the records of the City Council of the City (the "Council") in my official possession that the foregoing constitutes a true and correct excerpt of the minutes of the meeting of the Council held on November 5, 2026, 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 5, 2026.

IN WITNESS WHEREOF, I have hereunto subscribed my signature and impressed hereon the official seal of said City, this November 5, 2026.

(SEAL)

By:_____
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 Council of the City (the "Council") in my official possession, and upon my own knowledge and belief, that in accordance with the requirements of Section 52-4-202, Utah Code Annotated 1953, as amended, I gave not less than twenty-four (24) hours public notice of the agenda, date, time and place of the November 5, 2026 public meeting held by the Council as follows:

(i) By causing a Notice, in the form attached hereto as Schedule 1 (the "Notice"), 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) By causing a copy of such Notice, in the form attached hereto as Schedule 1, 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) By causing a copy of such Notice, in the form attached hereto as Schedule 1, 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 Notice of 2026 Annual Meeting Schedule for the City Council (attached hereto as Schedule 2) (the "Annual Notice") was given specifying the date, time and place of the regular meetings of the Council to be held during the year, by causing said Annual 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 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 5, 2026.

(SEAL)

By:_____
City Recorder

SCHEDULE 1 – NOTICE OF MEETING
SCHEDULE 2 – ANNUAL MEETING SCHEDULE

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED [NOVEMBER 24], 2026

NEW ISSUE **Rating: S&P "[___]"**
Book-Entry Only **(See "BOND RATING" herein.)**

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. The Series 2026 Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" in this Official Statement.

$23,595,000*
MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH
LEASE REVENUE BONDS, SERIES 2026
Payable from Base Rentals to be Made by
THE CITY OF HURRICANE, UTAH
Pursuant to an Annually Renewable Lease

Dated: Date of Delivery **Due: September 1, as shown on inside front cover**

The Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds") of the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds is payable on March 1 and September 1 of each year, commencing March 1, 2027, all as more fully described herein. Payment of the principal of and interest on such Series 2026 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "THE SERIES 2026 BONDS—Book-Entry Only System" herein.

The Series 2026 Bonds are subject to optional, extraordinary, [and mandatory sinking fund] redemption prior to maturity. See "THE SERIES 2026 BONDS—Redemption" herein.

The proceeds of the Series 2026 Bonds will be used to (i) finance the acquisition and construction of a new police station, a new city hall building, and related improvements (collectively, the "Series 2026 Project") and (ii) pay costs of issuance of the Series 2026 Bonds.

The Series 2026 Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Lease, including its right to receive the Base Rentals under the Lease as security for the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds. In addition, the Authority will grant a security interest in the Series 2026 Project for the equal and proportionate benefit of the owners of the Series 2026 Bonds. The Series 2026 Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Series 2026 Bonds.

Under the herein described Lease, the City of Hurricane, Utah (the "City") has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Series 2026 Bonds coming due in each year but only if and to the extent that the City Council of the City annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term under the Lease plus such additional amounts as are necessary to operate and maintain the Series 2026 Project during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated.

THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE LEASE. NEITHER THE OBLIGATION OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE SERIES 2026 BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2026 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2026 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The Series 2026 Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on December 8, 2026, as set forth in the Official Notice of Bond Sale, dated November 24, 2026.

The Series 2026 Bonds are offered when, as and if issued by the Authority and subject to the approval of their legality by Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., as Disclosure Counsel to the Authority. Zions Public Finance, Inc. has acted as municipal advisor to the Authority in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds, in book-entry only form, will be available for delivery to DTC or its agent on or about December 17, 2026.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. This Official Statement is dated _____, 2026, and the information contained herein speaks only as of that date.

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* Preliminary; subject to change.

$23,595,000*

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH

LEASE REVENUE BONDS, SERIES 2026

MATURITY SCHEDULE

Due (September 1)	Principal Amount*	Interest Rate	Yield	Price	CUSIP No.**
2029	$245,000				
2030	255,000				
2031	435,000				
2032	460,000				
2033	480,000				
2034	505,000				
2035	535,000				
2036	560,000				
2037	590,000				
2038	620,000				
2039	650,000				
2040	685,000				
2041	720,000				
2042	755,000				
2043	795,000				
2044	835,000				
2045	880,000				
2046	930,000				
2047	980,000				
2048	1,030,000				
2049	1,090,000				
2050	1,150,000				
2051	1,215,000				
2052	1,285,000				
2053	1,360,000				
2054	1,435,000				
2055	1,515,000				
2056	1,600,000				

[$_____ _____% Term Bond due September 1, 20___; Price _____%; CUSIP No. _____**]

* Preliminary; subject to change.

** The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this Bond transaction and are included solely for the convenience of the holders of the Series 2026 Bonds. None of the Authority, the City, or the Trustee is responsible for the selection or use of such CUSIP numbers, and no representation is made as to their correctness on the Series 2026 Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2026 Bonds as a result of various subsequent actions including but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities.

The information set forth herein has been obtained from the Authority, the City, DTC, and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made thereafter shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the City, or in any other information contained herein since the date hereof.

No dealer, broker, salesman or any other person has been authorized by the Authority, the City, or the Purchaser to give any information or to make any representations, other than those contained in this Official Statement, in connection with the offering contained herein, and, if given or made, such information or representations must not be relied upon. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy nor shall there be any sale of the Series 2026 Bonds by any person in any jurisdiction in which it is unlawful for such offer, solicitation or sale.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

The yields at which the Series 2026 Bonds are offered to the public may vary from the initial reoffering yields on the front cover page of this Official Statement. In connection with this offering, the Purchaser may engage in transactions that stabilize, maintain or otherwise affect market prices of the Series 2026 Bonds. Such transactions, if commenced, may be discontinued at any time.

The City maintains a website; however, the information presented there is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Series 2026 Bonds.

THE SERIES 2026 BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. THE SERIES 2026 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

$23,595,000*
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

LEASE REVENUE BONDS, SERIES 2026

City of Hurricane, Utah
147 North 870 West
Hurricane, Utah 84737
(435) 635-2811

GOVERNING BOARD OF THE AUTHORITY

Clark Fawcett	Chair/President
Joseph Prete	Vice President
Lynn Excell	Board Member
David Imlay	Board Member
Merlin Spendlove	Board Member
Amy Werrett	Board Member

CITY ADMINISTRATION

Kaden DeMille	City Manager
Dayton Hall	City Attorney
Cindy Beteag	City Recorder
Brenden Angus	City Finance Manager

TRUSTEE, PAYING AGENT & REGISTRAR

Zions Bancorporation, National Association
Corporate Trust
7860 South Bingham Junction Boulevard
Midvale, Utah 84047

MUNICIPAL ADVISOR

Zions Public Finance, Inc.
One South Main Street, 18th Floor
Salt Lake City, Utah 84133

BOND & DISCLOSURE COUNSEL

Gilmore & Bell, P.C.
15 West South Temple, Suite 1400
Salt Lake City, Utah 84101

* Preliminary; subject to change.

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OFFICIAL STATEMENT

RELATING TO

$23,595,000*
MUNICIPAL BUILDING AUTHORITY OF
THE CITY OF HURRICANE, UTAH

LEASE REVENUE BONDS, SERIES 2026

INTRODUCTION

This Official Statement, including the cover page, introduction, and appendices, provides information in connection with the issuance and sale by the Municipal Building Authority of the City of Hurricane, Utah (the "Authority") of its $23,595,000* Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), initially issued in book-entry form only. This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2026 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used herein and not otherwise defined are defined in "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

See also the following appendices attached hereto: APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025; APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE; APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY; APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING; APPENDIX E—FORM OF OPINION OF BOND COUNSEL; APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM.

Capitalized terms used but not otherwise defined herein have the same meaning as given to them in the General Indenture and Master Lease (as hereinafter defined). See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

The Authority

The Authority is a nonprofit corporation created by the City Council of the City of Hurricane, Utah (the "City") pursuant to the Local Building Authority Act, Title 17D, Chapter 2 (the "Building Authority Act"), Utah Code Annotated 1953, as amended ("Utah Code"), and the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, Utah Code (the "Nonprofit Corporation Act"). The Authority was created by the City for the purpose of financing projects on behalf of the City as provided in the Building Authority Act. For more complete information, see "THE AUTHORITY" herein.

The City

The City is situated approximately eleven miles east of St. George, in Washington County, Utah. The City was incorporated in 1912. The City had 25,745 residents according to the 2025 estimate of the U.S. Census Bureau.

For additional information regarding the City, see "THE CITY" herein and "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025" and "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION THE CITY AND WASHINGTON COUNTY."

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* Preliminary; subject to change.

Authorization and Purpose of the Series 2026 Bonds

The Series 2026 Bonds are being issued pursuant to (i) the Building Authority Act; (ii) the Local Government Bonding Act, Title 11, Chapter 14, Utah Code (the "Local Government Bonding Act"); (iii) a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as previously supplemented and as further supplemented by a Seventh Supplemental Indenture of Trust dated as of December 1, 2026 (the "Seventh Supplemental Indenture," and together with the General Indenture, the "Indenture"), each by and between the Authority and Zions Bancorporation, National Association, as trustee (the "Trustee"); and (iv) the authorizing resolutions of the Authority adopted on October 1, 2026 and November 5, 2026. The issuance of the Series 2026 Bonds and the execution and delivery of the hereinafter defined Lease and the Indenture were approved by the City pursuant to a resolution adopted by the City Council of the City (the "City Council"), on October 1, 2026.

The Series 2026 Bonds are being issued to (i) finance the acquisition and construction of a new police station, a new city hall building, and all related improvements (collectively, the "Series 2026 Project") and (ii) pay costs of issuance of the Series 2026 Bonds.

The Series 2026 Project will be leased by the Authority to the City pursuant to an annually renewable Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease dated as of December 1, 2026 (the "Sixth Amendment to Lease" and collectively with the Master Lease as amended, the "Lease"), between the Authority, as lessor, and the City, as lessee.

The properties on which the Series 2026 Project will be located are owned by the City (the "2026 Project Sites"). The City will execute a ground lease to provide a leasehold interest in the 2026 Project Sites to the Authority pursuant to a Ground Lease Agreement dated as of December 1, 2026 (the "Ground Lease"), between the City, as lessor, and the Authority, as lessee.

The term of the Ground Lease will expire on September 1, 2056*; provided that the Ground Lease is subject to extension until September 1, 20[___],* in the event of non-appropriation by the City or failure by the City to pay in full the cost of the improvements to the Project Sites as provided in the Ground Lease. See "SECURITY FOR THE BONDS—Security Documents" herein.

To provide additional security to the Bondholders, the Authority will assign all its rights and interest in the Ground Lease to the Trustee pursuant to an Assignment of Ground Lease Agreement dated as of December 1, 2026 (the "Assignment of Ground Lease").

Outstanding Parity Bonds; Additional Bonds

The Authority has previously issued under the Indenture its Lease Revenue Refunding Bonds, Series 2013 (the "Series 2013 Bonds") which are currently outstanding in the aggregate principal amount of $431,000 and its Lease Revenue Bonds, Series 2010 (the "Series 2010 Bonds" and together with the Series 2013 Bonds, the "Outstanding Parity Bonds"), which are currently outstanding in the aggregate principal amount of $610,000. The Outstanding Parity Bonds financed or re-financed Projects under the Indenture (the "Previous Projects").

The Authority may issue additional bonds under the Indenture ranking on a parity with the Series 2026 Bonds and the Outstanding Parity Bonds on the terms and conditions specified in the Indenture and the Lease for the purpose of refunding outstanding bonds of the Authority ("Refunding Bonds") or to finance additional Projects for lease to the City ("Additional Bonds"). The Series 2026 Bonds, the Outstanding Parity Bonds, and any Additional Bonds and Refunding Bonds are herein collectively referred to as the "Bonds." See "SECURITY FOR THE BONDS—Additional Bonds and Refunding Bonds" and "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE" herein.

* Preliminary; subject to change.

The Series 2026 Project, the Previous Projects, and any additional projects constructed by the Authority under the Indenture and the Lease are collectively referred to herein as the "Projects." For more detailed information concerning the Projects, see "THE PROJECTS" herein.

Security for and Sources of Payment of the Bonds; Limited Obligations

The Bonds are issued under and are equally and ratably secured by the Indenture. Pursuant to the Indenture, the Authority has pledged and assigned to the Trustee, among other things, its right, title and interest in and to the Lease, including its right to receive the Base Rentals (as defined below) under the Lease as security for the payment of the principal of, premium, if any, and interest on the Bonds.

In addition, the Authority will grant a security interest in the Projects under the Amended and Restated Leasehold Deed of Trust, Deed of Trust, Assignment of Rents and Security Agreement dated as of April 1, 2013 (the "Amended and Restated Leasehold Deed of Trust"), as supplemented by the First Supplement to Amended and Restated Leasehold Deed of Trust, Deed of Trust, Assignment of Rents and Security Agreement, dated as of December 1, 2026 (the "Supplement to Deed of Trust" and together with the Amended and Restated Leasehold Deed of Trust, the "Leasehold Deed of Trust"). The Leasehold Deed of Trust, the Assignment of Ground Lease, and any financing statements filed in connection therewith are sometimes collectively referred to herein as the "Security Documents." The Security Documents are being executed for the equal and proportionate benefit of the Bondowners. The Bonds are limited obligations of the Authority payable solely from the revenues and receipts received pursuant to the Lease and other funds or amounts held by the Trustee under the Indenture as security for the Bonds.

Under the Lease, the City has agreed to make payments in stated amounts which are sufficient to pay the principal of and the interest on the Bonds coming due in each year (collectively, the "Base Rentals") but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term (as described herein) under the Lease plus such additional amounts (the "Additional Rentals") as are necessary to operate and maintain the Projects during such period. The Lease specifically provides that nothing therein shall be construed to require the City Council to appropriate any money to pay any Base Rentals or Additional Rentals (collectively, the "Rentals") thereunder and that the City shall not be obligated to pay such Rentals except to the extent appropriated.

THE OBLIGATION OF THE CITY TO PAY ANY RENTALS IS ANNUALLY RENEWABLE AS PROVIDED IN THE LEASE. NEITHER THE OBLIGATIONS OF THE CITY TO PAY RENTALS NOR THE OBLIGATION OF THE AUTHORITY TO PAY THE BONDS WILL CONSTITUTE A DEBT OF THE CITY OR THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUANCE OF THE SERIES 2026 BONDS DOES NOT DIRECTLY OR CONTINGENTLY OBLIGATE THE CITY TO PAY ANY RENTALS BEYOND THOSE APPROPRIATED FOR THE CITY'S THEN CURRENT FISCAL YEAR. THE SERIES 2026 BONDS ARE NOT AN INDEBTEDNESS OR A LIABILITY OF THE CITY OR THE STATE. THE AUTHORITY HAS NO TAXING POWER.

The Indenture and Security Documents create a lien on and a security interest in the Projects for the benefit of the Registered Owners of the Bonds. The Projects financed are cross-collateralized pursuant to the terms of the Indenture and Security Documents in that the City cannot elect to appropriate with respect to one or a portion of a Project and not appropriate with respect to other Projects or another portion of the Project without an Event of Nonappropriation occurring under the Lease.

Redemption

The Series 2026 Bonds are subject to optional, extraordinary, [and mandatory sinking fund] redemption prior to maturity as described herein. See "THE SERIES 2026 BONDS—Redemption" herein.

Registration, Denominations and Manner of Payment

The Series 2026 Bonds are issuable only as fully registered bonds without coupons and, when initially issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York

("DTC"). DTC will act as securities depository of the Series 2026 Bonds. Purchases of Series 2026 Bonds will be made in book-entry form only, in the principal amount of $5,000 or any integral multiple thereof, through brokers and dealers who are, or who act through, DTC participants. Beneficial Owners of the Series 2026 Bonds will not be entitled to receive physical delivery of bond certificates so long as DTC or a successor securities depository acts as the securities depository with respect to the Series 2026 Bonds.

Principal of and interest on the Series 2026 Bonds (interest payable March 1 and September 1 of each year, commencing March 1, 2027) are payable by Zions Bancorporation, National Association, as paying agent (the "Paying Agent"), to the registered owners of the Series 2026 Bonds. So long as DTC is the registered owner, it will, in turn, remit such principal and interest payments to its Participants, for subsequent disbursements to the Beneficial Owners of the Series 2026 Bonds, as described under "THE SERIES 2026 BONDS—Book-Entry Only System" herein.

Tax Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under existing law and assuming continued compliance with certain requirements of the Internal Revenue Code of 1986, as amended, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax. Bond Counsel is also of the opinion that the interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes. See "TAX MATTERS" in this Official Statement. Bond Counsel expresses no opinion regarding any other tax consequences relating to ownership or disposition of or the accrual or receipt of interest on the Series 2026 Bonds.

Public Sale/Electronic Bid

The Series 2026 Bonds will be awarded pursuant to competitive bidding received by means of the PARITY® electronic bid submission system on December 8, 2026, to the successful bidder(s) (the "Purchaser"), as set forth in the Official Notice of Bond Sale, dated November 24, 2026.

Conditions of Delivery, Anticipated Date, Manner and Place of Delivery

The Series 2026 Bonds are offered, subject to prior sale, when, as and if issued and received by the Purchaser subject to approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority, and certain other conditions. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., Disclosure Counsel to the Authority. Certain legal matters will be passed on for the Authority and the City by the City Attorney. Zions Public Finance, Inc. has acted as municipal advisor to the Authority in connection with the issuance of the Series 2026 Bonds. It is expected that the Series 2026 Bonds in book-entry form will be available for delivery for deposit with DTC or its agent on or about December 17, 2026.

Continuing Disclosure

The City will execute a Continuing Disclosure Undertaking (the "Undertaking") for the benefit of the beneficial owners of the Series 2026 Bonds to send certain information annually and to provide notice of certain events to the Municipal Securities Rulemaking Board (the "MSRB") pursuant to the requirements of Section (b)(5) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission (the "Commission") under the Securities Exchange Act of 1934. See "CONTINUING DISCLOSURE" and "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING."

Basic Documentation

The "basic documentation," which includes the Indenture, the Lease, the Ground Lease, the Security Documents, and other documentation, authorizing the issuance of the Series 2026 Bonds and establishing the rights

and responsibilities of the City, the Authority, and other parties to the transaction, may be obtained from the "contact persons" as indicated below.

Contact Persons

The chief contact person for the Authority and the City concerning the Series 2026 Bonds is:

Kaden DeMille, City Manager
Hurricane City
147 North 870 West
Hurricane, Utah 84737
(435) 635-2811
kaden@hurricane.utah.gov

The chief contact person for the Municipal Advisor concerning the Series 2026 Bonds is:

Mark K. Anderson, Vice President
Zions Public Finance, Inc.
One South Main Street, 18th Floor
Salt Lake City, Utah 84133
(801) 844-7377
mark.anderson@zionsbancorp.com

THE SERIES 2026 BONDS

General

The Series 2026 Bonds are dated as of the date of their initial delivery, and except as otherwise provided in the Indenture, shall bear interest from said date. Interest on the Series 2026 Bonds will be payable semiannually on March 1 and September 1 of each year commencing March 1, 2027. The Series 2026 Bonds are issued as fully registered bonds in denominations of $5,000 or any integral multiple thereof.

The Series 2026 Bonds shall bear interest at the rates and shall mature on the dates as described on the cover page hereof. Interest on the Series 2026 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest on the Series 2026 Bonds will be payable by check or draft mailed by the Trustee to the registered owner thereof (initially DTC) as of the Regular Record Date.

Redemption

Optional Redemption. The Series 2026 Bonds maturing on or prior to September 1, 2036, are not subject to redemption prior to maturity. The Series 2026 Bonds maturing on or after September 1, 2037, are subject to redemption prior to maturity at the option of the Authority in whole or in part on any date on and after September 1, 2036, and if in part, in such order of maturity as may be directed by the Authority at a redemption price equal to 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the date of redemption.

[Mandatory Sinking Fund Redemption. The Series 2026 Bonds maturing on September 1, 20___, are subject to mandatory sinking fund redemption at a redemption price equal to 100% of the principal amount thereof plus accrued interest thereon to the redemption date on the dates and in the principal amounts as follows:

Mandatory Sinking Fund Date (September 1)	Principal Amount

* Final maturity date.

Upon redemption of any Series 2026 Bonds maturing on September 1, 20___, other than by application of such mandatory sinking fund redemption, an amount equal to the principal amount so redeemed will be credited toward a part or all of any one or more of such mandatory sinking fund redemption amounts for the related Series 2026 Bonds, in such order as shall be directed by the Authority.]

Extraordinary Redemption. The Series 2026 Bonds shall be callable for redemption prior to maturity in whole on any date, if (i) the Series 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2026 Project shall become apparent, or title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, (ii) the Net Proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2026 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2026 Project by depositing such Net Proceeds into the Bond Fund. Upon the deposit of such Net Proceeds in the Bond Fund, the payment obligations of the City with respect to the Series 2026 Project under the Lease shall terminate and the City shall have no further obligation for the payment of Base Rentals and Additional Rentals thereunder with respect to the Series 2026 Project, and possession of the Series 2026 Project, as well as all right, title and interest of the City and the Authority in any funds or accounts created under the Indenture with respect to the Series 2026 Project shall be surrendered to the Trustee, as trustee for the Bondholders. Thereafter, the Indenture and the Security Documents for the Series 2026 Project may, subject to the limitations of the Indenture, be foreclosed and the Authority's interest in the Series 2026 Project liquidated and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2026 Project (except moneys held in the Rebate Fund or for the payment of Bonds not then deemed outstanding), shall be applied by the Trustee to the redemption of the Series 2026 Bonds at the earliest date practicable. Any such redemption of the Series 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date. IN THE EVENT THE SERIES 2026 BONDS ARE TO BE REDEEMED BY PAYMENT OF AN AMOUNT LESS THAN THE OUTSTANDING PRINCIPAL AMOUNT THEREOF, AND ACCRUED INTEREST TO THE REDEMPTION DATE, NO FURTHER CLAIM FOR PAYMENT MAY BE HAD BY THE BONDHOLDERS AGAINST THE AUTHORITY, THE CITY OR THE TRUSTEE WITH RESPECT TO SAID SERIES 2026 BONDS. In the event there are moneys remaining in the Bond Fund after payment in full of all Series 2026 Bonds, the Trustee is authorized and directed to transfer said moneys to the City.

Notice and Effect of Redemption. Notice of redemption shall be mailed by first class mail, postage prepaid, to all Registered Owners of Series 2026 Bonds to be redeemed at their addresses as they appear on the registration books of the Registrar at least 30 days but not more than 60 days prior to the date fixed for redemption. Such notice shall contain certain information set forth in the Indenture.

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 is subject to the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date and that such notice shall be of no effect unless such moneys are so deposited and transmitted to the Registered Owners of said Bonds on the redemption date.

Partially Redeemed Series 2026 Bonds. In case any registered Series 2026 Bond shall be redeemed in part only, upon the presentation of such Series 2026 Bond for such partial redemption, the Authority 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 Authority, a Series 2026 Bond or Series 2026 Bonds of the same interest rate and maturity, in aggregate principal amount equal to the unredeemed portion of such registered Series 2026 Bond. A portion of any Bond in a denomination of more $5,000 to be redeemed will be in the principal amount of $5,000 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 $5,000 denomination which is obtained by dividing the principal amount of such Bonds by $5,000.

Book-Entry Only System

The Series 2026 Bonds are issuable as fully registered bonds and when initially issued will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2026 Bonds. So long as such Series 2026 Bonds are held in the Book-Entry Only system, DTC or its nominee will be the registered owner or Holder of such Series 2026 Bonds for all purposes of the Indenture, the Series 2026 Bonds and this Official Statement. Purchases of beneficial ownership interests in the Series 2026 Bonds may be made in the denominations described above. For a description of the book-entry system for the Series 2026 Bonds, see "APPENDIX F—PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM."

Registration, Transfer and Exchange

In the event that the book-entry only system has been terminated, the Series 2026 Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondowner or his duly authorized attorney, may be exchanged for an equal aggregate principal amount of Series 2026 Bonds of the same series, designation, interest rate, and maturity and of any other authorized denominations.

The Trustee shall require the payment by the Bondholder requesting exchange or transfer of Series 2026 Bonds of any tax or other governmental charge which are required to be paid with respect to such exchange or transfer.

The Trustee shall not be required to transfer or exchange any Series 2026 Bonds (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 Series 2026 Bonds for redemption, to and including the date of such mailing, or (iv) at any time following the mailing of notice calling such Series 2026 Bond for redemption.

Under the Indenture, "Regular Record Date" means the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

SECURITY FOR THE BONDS

General

The Bonds are not general obligations but are special, limited obligations of the Authority. The Bonds and the interest thereon are payable solely from, and are secured by a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Lease and the Indenture, except to the extent payable from certain moneys held under the Indenture (excluding the Rebate Fund) and from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any. The Bonds and the interest thereon shall not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation and shall not constitute or give rise to a pecuniary liability of the City, nor shall any of the Bonds or interest thereon be a charge against the general credit or taxing powers of the City. Neither the City nor the Authority on its behalf has pledged the credit of the City to the payment of the Bonds, the interest thereon or amounts due, or to become due, under the Lease. The Authority has no taxing power.

Under the Lease, the City has agreed to pay Base Rentals in amounts and at times that are sufficient to pay principal of and interest on the Bonds coming due in each fiscal year, but only if and to the extent that the City Council annually appropriates funds sufficient to pay the Base Rentals coming due during each succeeding Renewal Term plus such Additional Rentals as are payable under the Master Lease during such period. The Lease specifically provides that nothing therein shall be construed to require the City to appropriate any moneys to pay the Base Rentals or Additional Rentals thereunder and the City shall not be obligated to pay such Rentals with respect to a Project. Neither the issuance of the Series 2026 Bonds nor the execution and the delivery of the Lease directly or contingently obligates

the City to pay any Base Rentals or Additional Rentals beyond those appropriated for the City's then current fiscal year. See "RISK FACTORS" herein.

Under the Lease, the City is entitled not to appropriate Rentals for the next succeeding Renewal Term with respect to all of the Projects, but it is not entitled to elect to appropriate with respect to less than all of the Projects. In other words, the City Council's decision under the Lease whether to appropriate Rentals for each succeeding Renewal Term is "all or nothing."

Debt Service Reserve Fund

The Indenture creates a Debt Service Reserve Fund and provides that a separate account for each Series of Bonds may be established within the Debt Service Reserve Fund. The Indenture provides that moneys in the Debt Service Reserve Fund shall at all times be maintained in a total aggregate principal amount of not less than the Debt Service Reserve Requirement for all Outstanding Series of Bonds.

There is no Debt Service Reserve Requirement for the Series 2026 Bonds, and no account will be established in the Debt Service Reserve Fund for the Series 2026 Bonds.

For additional information, see "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

Security Documents

In addition to a pledge of the Base Rentals, the Purchase Option Price, if paid by the City, and any other amounts derived by the Authority under the Lease and the Indenture, the Bonds will be secured by the Security Documents. The Security Documents consist of the Leasehold Deed of Trust, the Assignment of Ground Lease, and any financing statements filed in connection therewith.

The Series 2026 Project Sites are owned by the City and will be ground-leased to the Authority pursuant to the Ground Lease. The term of the Ground Lease will expire on September 1, 2056,* provided that the Ground Lease is subject to extension until September 1, 20[___],* in the event of non-appropriation by the City or failure by the City to pay in full the cost of the improvements to the Project Sites as provided in the Ground Lease. To provide additional security to the Bondholders, the Authority will assign all its rights and interest in the Ground Lease to the Trustee pursuant to the Assignment of Ground Lease. In addition, the Authority will encumber its leasehold interest in the Series 2026 Project to the Trustee pursuant to the Leasehold Deed of Trust. The Previous Projects are also secured by the Leasehold Deed of Trust.

Reference is hereby made to the actual Security Documents for a complete recital of their terms. During the period of the offering of the Series 2026 Bonds, copies of the Security Documents or their preliminary forms will be available at the office of the Municipal Advisor. Subsequent to the initial offering of the Series 2026 Bonds, copies of the Security Documents may be obtained from the Trustee. Under the Leasehold Deed of Trust, the Authority will irrevocably warrant, grant, transfer, convey and assign to the Trustee, in trust with power of sale, all of its right or leasehold right, title and interest in the Projects, including, but not limited to real property, rents, issues, profits, royalties, income, interest in the leases or subleases, options to purchase, easements, rights of way, proceeds of insurance or condemnation and tangible personal property in order to provide additional security for the Authority's payment obligations with respect to the Bonds and the Indenture. The Leasehold Deed of Trust generally provides for the procedure by which the Trustee can foreclose the lien on the Projects or sell the Authority's interest or leasehold interest in the Projects to pay the Authority's payment obligations under the Bonds and the Indenture.

No deficiency judgment upon foreclosure of the lien of the Indenture or of the Security Documents may be entered against the City or the Authority, and no judgment requiring a payment of money may be entered against the City under the Lease.

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* Preliminary; subject to change.

Cross-Collateralization

Pursuant to the Indenture and the Master Lease, the Authority has granted to the Trustee for the benefit of the Registered Owners of all Bonds issued and outstanding under the Indenture a mortgage lien on, and security interest in, all of the Authority's right, title and interest in and to each Project financed under the Indenture to the extent provided in the Indenture. The occurrence of an Event of Default under the Indenture (including an Event of Nonappropriation under the Master Lease) will entitle the Trustee to exercise its rights and remedies to the extent provided in the Indenture against any or all of such Projects in such manner and order as the Trustee determines to be in the best interests of the owners of the Bonds then outstanding.

Release of Portions of the Projects upon Payment of Related Series of Bonds

Pursuant to the Lease, the City has been granted the option of purchasing all or any of the Projects in advance of the final maturity of the Bonds. So long as no Event of Default shall have occurred and be continuing under the Indenture and so long as no Event of Default or Event of Nonappropriation shall have occurred and be continuing under the Lease, a Project may be released from the lien created with respect to the related Series of Bonds and the Indenture and the Lease and transferred to the City if (i) the City shall deposit with the Trustee the Purchase Option Price for the related Project and (ii) if the interest payable on the related Series of Bonds is excludable from gross income for federal income tax purposes, there shall have been delivered to the Trustee an opinion of nationally recognized bond counsel to the effect that the release of the related Project will not adversely affect the excludability of interest on said Bonds from the federal gross income of the owners thereof.

Subject to the requirements of the Indenture, the Series 2013 Project is scheduled for release upon payment in full of the Series 2013 Bonds on September 1, 2028 and the Series 2010 Project is scheduled for release upon payment in full of the Series 2010 Bonds on September 1, 2030.

Additional Bonds and Refunding Bonds

So long as the Master Lease is in effect and no Event of Default under the Indenture or the Master Lease has occurred and is continuing and so long as no Event of Nonappropriation has occurred and is continuing, one or more Series of Additional Bonds or Refunding Bonds may be issued, authenticated and delivered. Prior to the authentication by the Trustee of each Series of Bonds there shall have been filed with the Trustee certain documents, certificates and opinions. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

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ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds for the Series 2026 Bonds are shown below:

Sources of Funds

Par Amount of the Series 2026 Bonds	$_____
[Net] Reoffering Premium	_____
TOTAL	_____

Uses of Funds

Deposit to Construction Fund	$_____
Purchaser's discount	_____
Costs of Issuance[(1)]	_____
TOTAL	$_____

(1) Costs of issuance include Municipal Advisor, legal, rating agency, and Trustee fees and other costs and expenses related to the issuance of the Series 2026 Bonds.

THE PROJECTS

The Series 2026 Project. Proceeds of the Series 2026 Bonds will be used to finance all a portion of the costs of the acquisition and construction of a new police station (the "Police Station Project"), a new city hall building (the "City Hall Project"), and related improvements. The total estimated construction cost of the Police Station Project is approximately $28,213,000. Construction on the Police Station Project is anticipated to begin in January 2027 and is expected to be completed by June 2028. The total estimated construction cost of the City Hall Project is approximately $19,549,000. Construction on the City Hall Project is also anticipated to begin in January 2027 and is expected to be completed by June 2028. [The City will fund project costs not financed with bond proceeds.]

The Series 2013 Project. The Series 2013 Bonds were issued to refund the Authority's Lease Revenue Bonds, Series 2008A and 2008B, which were issued to finance the costs of the acquisition of a building and land and the renovation thereof to house a public safety facility (the "Public Safety Facility"). Acquisition of the Public Safety Facility was completed in 2008.

The Series 2010 Project. The Series 2010 Bonds were issued to finance the costs of acquisition of a parcel of property used for a community center.

DEBT SERVICE SCHEDULE ON THE BONDS

The following table sets forth the fiscal year debt service schedule for the Series 2026 Bonds and the Outstanding Parity Bonds.

	Series 2026		Outstanding	Fiscal Year
Fiscal Year	Principal*	Interest	Parity Bonds	Total
2028	–		$359,028	
2029	–		371,029	
2030	$245,000		157,030	
2031	255,000		162,031	
2032	435,000		–	
2033	460,000		–	
2034	480,000		–	
2035	505,000		–	
2036	535,000		–	
2037	560,000		–	
2038	590,000		–	
2039	620,000		–	
2040	650,000		–	
2041	685,000		–	
2042	720,000		–	
2043	755,000		–	
2044	795,000		–	
2045	835,000		–	
2046	880,000		–	
2047	930,000		–	
2048	980,000		–	
2049	1,030,000		–	
2050	1,090,000		–	
2051	1,150,000		–	
2052	1,215,000		–	
2053	1,285,000		–	
2054	1,360,000		–	
2055	1,435,000		–	
2056	1,515,000		–	
2057	1,600,000		–	
TOTAL	$23,595,000*		$1,49,118	

* Preliminary; subject to change.
Note: Amounts have been rounded.
(Source: The Municipal Advisor.)

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THE AUTHORITY

Establishment

The City Council authorized and directed the creation of the Authority on December 6, 1990, as a non-profit corporation under the provisions of the Nonprofit Corporation Act and the Local Building Authority Act.

The Authority is to be of perpetual duration as set forth in its articles of incorporation. The Authority has no full-time employees or other personnel other than the members of its governing body. The Authority has no property, money or other assets, except for those which are to be acquired with the proceeds of, and pledged to the payment of, its bonds. The principal place of business and office of the Authority is located at 147 North 870 West, Hurricane, Utah, 84737.

Corporate Powers

The Authority has been incorporated for the purpose of acquiring, improving or extending one or more "projects" (as defined in the Building Authority Act) and financing their costs on behalf of the City in accordance with the procedures and subject to the limitations of the Building Authority Act, in order to accomplish the public purposes for which the City exists.

The Authority has all of the powers provided for in the Building Authority Act and in the Constitution and other laws of the State of Utah. The Authority may not, however, undertake any of the activities provided for in its articles of incorporation without prior authorization therefor by the City Council. The Authority has been organized as a non-profit corporation and its articles of incorporation expressly require that it remain a nonprofit corporation.

The Authority may not be dissolved unless all of its outstanding bonds and other obligations are paid in full as to principal, interest and redemption premiums, if any, or unless provisions for the payment of the same when due has been made. Whenever bonds, notes or other evidences of indebtedness issued by the Authority are satisfied, discharged and retired, title to all real and personal property financed with the proceeds of such bonds, notes or other evidences of indebtedness is required to be forthwith transferred to the City.

Statutory Powers

Under the Building Authority Act, the Authority has the power to: (i) acquire one or more projects, which, by definition, means that it may obtain or gain property of every kind or nature which a public body is authorized or permitted by law to own, possess or hold or which has or may come into its possession or ownership by any lawful means, including, but not limited to purchase, lease, rental, sale, contract, exchange, devise, bequest, gift, condemnation, donation, construction or operation of law, and it may otherwise improve or extend such a project or projects and finance their costs on behalf of the public body which created the Authority in order to accomplish the public purposes for which the public body exists; (ii) enter into leasing contracts with the City with respect to projects which the Authority has acquired, improved or extended or will acquire, improve or extend on behalf of the City; (iii) issue and sell its bonds for the purpose of paying the cost of acquiring, improving or extending a project; and (iv) perform such other acts as enumerated in the Act; all in accordance with and subject to the specific requirements of the Building Authority Act with respect to such powers.

Organization

According to the bylaws of the Authority, the affairs of the Authority are managed by a governing board comprised of six trustees (the "Board of Trustees"). The Board of Trustees consists of the members of the City Council as may from time to time serve. Each Trustee serves on the Board of Trustees until death, incapacity or removal from the City Council. Whenever a member of the City Council ceases to be a member of the City Council, such member's successor, upon election and qualifying for office, thereupon becomes a member of the Board of Trustees.

The bylaws further provide for election of officers by the Board of Trustees. The current members of the Board of Trustees and the officers are set forth at the front of this Official Statement. For additional information regarding the Trustees and the officers, see "THE CITY—Form of Government" below.

THE CITY

General Information

The City is situated about eleven miles east of St. George, in Washington County, Utah. The City was incorporated in 1912. The City had 25,745 residents according to the 2025 estimate of the U.S. Census Bureau.

Form of Government

State statutes detail the functions to be performed by municipalities. Title 10 of Utah Code, generally sets out laws to provide for the incorporation, organization, and classification of cities and towns based upon population. Cities of the fourth class, such as the City, are those with fewer than 30,000 and greater than 10,000 inhabitants.

The City is currently governed by a Mayor and City Council consisting of six persons, elected at large by voters in the City. A measure of continuity is provided in the City Council by the election of the councilmembers to four-year overlapping terms. Duties of the councilmembers include the responsibility for all City affairs in general. The City Council must approve and may revise the budget of any City department or elected official. The City Council serves as the legislative body of the City and appropriates funds for the various City functions. The City Council is the tax levying body, determining the necessary City property tax levy each year. The City Council also licenses and regulates businesses, exhibitions, and recreation within the City area. Other appointed or hired officials are the City Manager, City Attorney, City Recorder and City Finance Manager.

Current members serving as Mayor, City Council and City administration and their respective years in office are as follows:

Office	Person	Years of Service	Expiration Of Term
Mayor	Clark Fawcett	(1)	December 2029
Councilmember	David Imlay	(2)	December 2029
Councilmember	Lynn Excell	(3)	December 2029
Councilmember	Joseph Prete	4	December 2027
Councilmember	Merlin Spendlove	(4)	December 2027
Councilmember	Amy Werrett	(5)	December 2027
City Manager	Kaden DeMille	17	Appointed
City Attorney	Dayton Hall	3	Appointed
City Recorder	Cindy Beteag	13	Appointed
City Finance Manager	Brenden Angus	(6)	–

(1) Mr. Fawcett has served the City for 40 years. He is serving his first term as Mayor, having previously served as Councilmember for the past two years. Prior to becoming a Councilmember, he was the City Manager and City Recorder for 37 years.

(2) Mr. Imlay is serving his first term as a Councilmember. Prior to being elected to the City Council in 2025, he served for 17 years as the City's Power Director.

(3) Mr. Excell is serving his first term as Councilmember. Prior to being elected to the City Council in 2025, he served for 29 years as the City's Police Chief.

(4) Mr. Spendlove was selected in June 2026 to fill the vacancy on the City Council when a prior Councilmember withdrew.

(5) Ms. Werrett was selected in February 2026 to fill the mid-term vacancy on the City Council created when Mr. Fawcett was elected Mayor.

(6) Mr. Angus began working as City Finance Manager in July 2026. .

Employee Workforce and Retirement System

The City currently employs approximately 150 full-time employees, 50 part-time employees, and 133 seasonal employees for a total employment of approximately 333 employees.

The City is a member of the Utah State Retirement Systems ("URS Systems"). The URS Systems are multiple-employer, cost-sharing defined benefit pension plans. The URS Systems cover substantially all eligible public employees of the State and education employees as well as participating local government entities. The City records a liability and expense equal to its proportionate share of the collective net pension liability and expense of the URS Systems due to the implementation of the Government Accounting Standards Board's Statement 68, Accounting and Financial Reporting for Pensions ("GASB 68"). The City does not offer any other post-employment benefits.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements—Note 9–Pension Plans."

Risk Management

The City is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Risk financing activities are accounted for in various operating funds, with unallocated or City-wide activities being accounted for in the general fund. The City maintains insurance for general liability, auto liability, and employee dishonesty through Utah Local Government's Insurance Trust. Worker's compensation coverage is carried through the State Worker's Compensation Fund.

Investment of Funds

Investment of Operating Funds; The Utah Money Management Act. The Utah Money Management Act, Title 51, Chapter 7, Utah Code (the "Money Management Act"), governs the investment of all public funds held by public treasurers in the State. It establishes criteria for investment of public funds with an emphasis on safety, liquidity, yield, matching strategy to fund objectives, and matching the term of investments to the availability of funds. The Money Management Act provides a limited list of approved investments including qualified in-state and permitted out-of-state financial institutions, approved government agency securities and investments in corporate securities carrying "top credit ratings." The Money Management Act also provides for pre-qualification of broker dealers by requiring that broker dealers agree in writing to comply with the Money Management Act and certify that they have read and understand the Money Management Act. The Money Management Act establishes the Money Management Council (the "Money Management Council") to exercise oversight of public deposits and investments. The law requires all securities to be delivered versus payment to the public treasurer's safekeeping bank. It requires diversification of investments, especially in securities of corporate issuers. Not more than 5% of the portfolio may be invested with any one issuer. Investments in mortgage pools and mortgage derivatives or any security making unscheduled periodic principal payments are prohibited. The Money Management Act also defines the State's prudent investor rules. The Money Management Council is comprised of five members appointed by the Governor of the State for terms of four years, after consultation with the State Treasurer and with the advice and consent of the State Senate.

The City is currently complying with all of the provisions of the Money Management Act for all City operating funds. The City has no investments in derivative or leveraged securities. For fiscal year 2025, all of City investment funds were invested in the Utah Public Treasurers' Investment Fund (the "Utah Treasurers' Fund"), as discussed herein.

The Utah Public Treasurers' Investment Fund. The Utah Treasurers' Fund is a public treasurers' investment fund, established in 1981, and is managed by the Treasurer of the State of Utah. The Utah Treasurers' Fund invests to ensure safety of principal, liquidity and a competitive rate of return on short-term investments. All moneys transferred to the Utah Treasurers' Fund are promptly invested in securities authorized by the Money Management

Act. Safe-keeping and audit controls for all investments owned by the Utah Treasurers' Fund must comply with the Money Management Act.

All investments in the Utah Treasurers' Fund must comply with the Money Management Act and rules of the Money Management Council. The Utah Treasurers' Fund invests primarily in money market securities including time certificates of deposit, top rated commercial paper, treasuries and certain agencies of the U.S. Government. The maximum weighted average adjusted life of the portfolio, by policy, is not to exceed 90 days. The maximum final maturity of any security purchased by the Utah Treasurers' Fund is limited to three years, except for a maximum maturity of five years is allowed for treasury or agency securities whose rate adjusts at least annually.

By law, investment transactions are conducted only through certified dealers, qualified depositories or directly with issuers of the securities. All securities purchased are delivered via payment to the custody of the State Treasurer or the State Treasurer's safekeeping bank, assuring a perfected interest in the securities. Securities owned by the Utah Treasurers' Fund are completely segregated from securities owned by the State. The State has no claim on assets owned by the Utah Treasurers' Fund except for any investment of State moneys in the Utah Treasurers' Fund. Deposits are not insured or otherwise guaranteed by the State.

Securities in the Utah Treasurers' Fund include certificates of deposit, commercial paper, short-term corporate notes, obligations of the U.S. Treasury and securities of certain agencies of the U.S. Government. These short-term securities must be rated "first tier" ("A-1," "P1," for short-term investments and "A" or better for long-term investments) by two nationally recognized statistical rating organizations, one of which must be Moody's Investors Service, Inc. or S&P Global. These securities represent limited risks to governmental institutions investing with the Utah Treasurers' Fund. Variable rate securities in the Utah Treasurers' Fund must have an index or rate formula that has a correlation of at least 94% of the effective Federal Funds rate.

Investment activity of the State Treasurer in the management of the Utah Treasurers' Fund is reviewed monthly by the Money Management Council and is audited by the State Auditor.

See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements, Note 4–Deposits and Investments."

Moneys from the sale of obligations issued by the City or pledged to the payment therefor are also on deposit in funds and accounts of the City. Investment policies regarding such moneys are governed by the specific instruments pursuant to which such obligations were issued.

DEBT STRUCTURE OF THE AUTHORITY AND THE CITY

Authority Obligations (as of November 1, 2026)

OUTSTANDING LEASE REVENUE BONDS

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2026[(1)]	Police Station, City Hall	$23,595,000*	September 1, 2056*	$23,595,000
2013	Refunding/Police Station	3,358,000	September 1, 2028	431,000
2010	Community Center Property	2,465,000	September 1, 2030	610,000
			Total	$24,636,000*

(1) Assumes that the Series 2026 Bonds are issued and outstanding.

* Preliminary; subject to change.

City Obligations

(as of November 1, 2026)

Outstanding Sales Tax Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2026	Parks & Recreation	$5,815,000	March 1, 2046	$5,815,000

Outstanding Water Revenue Bonds

Series	Purpose	Original Amount	Final Maturity Date	Principal Amount Outstanding
2025	Pressurized Irrigation Expansion	$12,665,000	December 1, 2058	$12,191,000
2022	Secondary Water Meters	703,000	December 1, 2039	666,000
2017	Water tank	3,015,000	March 1, 2037	1,920,000
			Total	$14,777,000

Future Financing Plans

The Authority does not have any plans to issue Additional Bonds under the Indenture in the next three years, but reserves the right to do so as the City's capital needs require. The City plans to issue approximately $20 million in electric revenue bonds for substation and transmission line infrastructure at or about the same time as the issuance of the Series 2026 Bonds.

No Defaulted Bonds

Neither the Authority nor the City has ever failed to pay principal and interest when due on its respective outstanding bonded indebtedness or other obligations.

Other Financial Considerations

The City has a real property lease purchase agreement for its public works building outstanding as of June 30, 2025, in the amount $367,950 and having a final maturity of March 15, 2029. The City has two outstanding notes payable. The first note financed an airport hangar and as of June 30, 2025, is outstanding in the aggregate principal amount of $41,513. The second note financed an office building for the City parks department and as of June 30, 2025, is outstanding in the aggregate principal amount of $80,598. The total present value of the future minimum lease payments of such capital leases as of June 30, 2025, was $291,283. The City has also recently entered into a new lease agreement to finance the acquisition and use of golf carts. The outstanding balance of the capital lease as of October 30, 2026, was $846,300. See "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025—Notes to the Financial Statements, Note 6–Long-Term Liabilities" and "–Note 7–Leases" herein.

Outstanding General Obligation Bonds

The City has no general obligation bonds outstanding.

Debt Authorization and Limit

Pursuant to the provisions of Article XIV, Section 3, of the Utah Constitution, the City may incur general obligation indebtedness only upon the approval of a majority of the qualified electors within the City voting on a proposition to incur such indebtedness.

Under Utah Code, the general obligation indebtedness of the City is limited to an amount not exceeding 4% of the value of taxable property in the City as shown in the last assessment for City purposes. In addition, the City

may incur a larger indebtedness, not to exceed 8% additional, for supplying the City with water, artificial lights or sewers, if the works for supplying the water, light, and sewers are owned and controlled by the municipality.

Based upon the City's 2025 total estimated fair market value of $7,086,114,789 (total fair market value of property in the amount of $7,070,853,589 plus the estimated motor vehicle values for 2025 of $15,261,200, as permitted by State law) the general obligation debt limits of the City are shown below:

	4% General Purposes	8% Utilities	12% Total
Debt Limit	$283,444,592	$566,889,183	$850,333,775
Less Outstanding General Obligation Bonds	0	0	0
Debt Margin	$283,444,592	$566,889,183	$850,333,775

Computation of Overlapping General Obligation Debt

Name of Overlapping Governmental Unit[1]	GO Debt Outstanding	Approximate Percentage Applicable to the City	City's Share of GO Debt
Washington County School District	$132,760,000	12.2%	$16,196,720

(1) The State's general obligation debt is not included in overlapping debt because the State currently levies no property tax for payment of its general obligation bonds.

(Sources: Official statement and continuing disclosure report of the listed entity (as to outstanding debt).)

Debt Ratios

The State of Utah general obligation debt is not included in the debt ratios because the State currently levies no property tax for payment of general obligation bonds.

	To 2025 Taxable Value[2]	To Estimated Fair Market Value[3]	Per Capita[4]
Direct General Obligation Debt[1]	0	0	0
Direct and Overlapping General Obligation Debt	0.31%	0.23%	$629

(1) The City has no outstanding general obligation debt.
(2) Based on the City's total 2025 taxable value of $5,282,619,863.
(3) Based on the 2025 fair market value of $7,070,853,589.
(4) Based on estimated 2025 population in the City of 25,745.

FINANCIAL INFORMATION REGARDING THE CITY

Fund Structure; Accounting Basis

The accounts of the City are organized on the basis of funds or groups of accounts, each of which is considered to be a separate accounting entity. The operations of each fund or account group are accounted for by providing a separate set of self-balancing accounts which comprise its assets, liabilities, fund balance, revenues and expenditures or expenses. The various funds are grouped by type in the combined financial statements.

Revenues and expenditures are recognized using the modified accrual basis of accounting in all governmental funds. Revenues are recognized in the accounting period in which they become both measurable and available. "Measurable" means that amounts can be reasonably determined within the current period. "Available" means that amounts are collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Revenues on cost-reimbursement grants are accrued when the related expenditures are incurred.

In proprietary funds, revenues and expenses are recognized using the accrual basis of accounting. Revenues are recognized in the accounting period in which they are earned and become measurable, and expenses are recognized in the period incurred.

Budget and Appropriation Process

The budget and appropriation process of the City is governed by the Uniform Fiscal Procedures Act for Utah Cities (the "Fiscal Procedures Act"). Pursuant to the Fiscal Procedures Act, the budget officer of the City is required to prepare budgets for the general fund, special revenue funds, debt service funds and capital improvement funds. These budgets are to provide a complete financial plan for the budget (ensuing fiscal) year. Each budget is required to specify, in tabular form, estimates of anticipated revenues and appropriations for expenditures. Under the Fiscal Procedures Act, the total of anticipated revenues must equal the total of appropriated expenditures.

On or before the first regular meeting of the City Council of the City in May of each year, the budget officer is required to submit to the City Council tentative budgets for all funds for the fiscal year commencing July 1. Various actual and estimated budget data are required to be set forth in the tentative budgets. The budget officer and mayor may revise the budget requests submitted by the heads of City departments, but must file these submissions with the City Council together with the tentative budget. The budget officer is required to estimate in the tentative budget the revenue from non-property tax sources available for each fund and the revenue from general property taxes required by each fund. The tentative budget is then tentatively adopted by the City Council, with any amendments or revisions that the City Council deems advisable prior to the public hearing on the tentative budget. After public notice and hearing, the tentative budget is adopted by the City Council, subject to further amendment or revisions by the City Council prior to adoption of the final budget.

Prior to June 22 in each year, the final budgets for all funds are adopted by the City Council. The Fiscal Procedures Act prohibits the City Council from making any appropriation in the final budget of any fund in excess of the estimated expendable revenue of such fund. The adopted final budget is subject to amendment by the City Council during the fiscal year. However, in order to increase the budget total of any fund, public notice and hearing must be provided. Intra- and inter- department transfers of appropriation balances are permitted upon compliance with the Fiscal Procedures Act.

The amount set forth in the final budget as the total amount of estimated revenue from property taxes constitutes the basis for determining the property tax levy to be set by the City Council for the succeeding tax year.

Financial Controls

The City utilizes a computerized financial accounting system which includes a system of budgetary controls. State law requires budgets to be controlled by individual departments with oversight from the finance department. These controls are such that a requisition will not be entered into the purchasing system unless the department has obtained budgetary approval through the appropriation process, which includes legislative approval through the City Council and the purchase order process that goes through three levels of City Finance Department approval.

Sources of General Fund Revenues

Set forth herein are brief descriptions of the various sources of revenues available to the City's general fund. The percentage of total general fund revenues represented by each source is based on the City's audited financial statements for the fiscal year ended June 30, 2025.

Taxes: Approximately 67.8% of general fund revenues are from taxes (of this amount, approximately 29% are from property taxes, 57% from sales and use taxes, and 14% from franchise and energy taxes).

Intergovernmental Revenue: Approximately 9.6% of general fund revenues are from state shared revenues.

Licenses and Permits: Approximately 5.8% of general fund revenues are from licenses and permits.

Fines and Forfeitures: Approximately 2.9% of general fund revenues are collected from fines and forfeitures.

Charges for Services: Approximately 8.9% of general fund revenues are from charges for services.

Investment Earnings: Approximately 3.8% of general fund revenues are from investment income.

Other Revenue: Approximately 1.2% of general fund revenues are from miscellaneous revenues, including contributions and donations.

Five-Year Financial Summaries

The following tables set forth a summary of certain financial information regarding the City and have been extracted from the City's audited basic financial statements for the fiscal years ended June 30, 2021 through June 30, 2025. The following summaries are unaudited. The City's audited financial statements for the fiscal year ended June 30, 2026, are not yet complete; however, the City does not expect any materially adverse changes in its fiscal year 2026 audited financial statements.

HURRICANE CITY
Statement of Net Position—Governmental and Business-Type Activities
(This summary has not been audited.)

	Fiscal Year Ended June 30,				
	2025	2024	2023	2022	2021
ASSETS:					
Cash & cash equivalents	$99,693,002	$68,185,648	$51,919,380	$54,313,862	$48,415,371
Receivables (net)	11,993,490	8,468,891	7,026,401	6,109,929	5,534,766
Leases receivable	8,396	28,162	47,439	66,241	–
Inventory	2,006,971	1,538,829	1,569,454	1,235,996	1,101,028
Prepaid expense	159,394	166,083	14,509	91,481	225,314
Restricted assets:					
Cash & cash equivalents	5,155,207	6,384,643	8,013,633	7,004,784	3,838,913
Capital assets not being depreciated					
Net pension asset	–	–	–	2,534,902	–
Land & water rights	13,233,653	13,233,653	13,233,653	11,513,358	8,444,209
Water stock	2,590,135	2,263,197	2,262,227	1,960,541	1,960,541
Construction in progress	31,884,308	25,497,175	19,117,905	10,694,561	5,692,770
Capital assets (net)					
Improvements	17,064,836	10,474,264	8,689,118	9,172,082	9,661,971
Plant & equipment	8,826,904	10,267,402	10,694,560	11,039,538	10,088,023
Right to use leased equipment	270,333	376,497	381,682	463,474	–
Irrigation pond	6,512	6,773	7,034	7,295	7,556
Water tank	6,565,013	6,713,015	6,873,083	6,264,486	6,403,567
Buildings	7,146,897	7,469,731	7,591,447	7,802,482	8,094,108
Distribution system	79,749,769	65,908,342	53,094,143	44,369,786	38,618,506
Infrastructure	65,488,327	47,178,502	36,974,637	31,104,296	32,692,248
Total assets	351,843,147	274,160,807	227,510,305	205,749,094	180,778,891
DEFERRED OUTFLOWS					
Related to pensions	2,652,232	2,728,306	1,992,345	1,321,494	1,102,156
Total deferred outflows	2,652,232	2,728,306	1,992,345	1,321,494	1,102,156
LIABILITIES:					
Accounts payable	16,008,667	11,138,131	11,113,830	10,764,159	7,900,963
Unearned revenue	1,110,395	1,068,653	154,555	316,075	84,192
Interest payable	63,655	63,424	67,787	74,447	79,660
Noncurrent liabilities:					
Due within one year	1,267,954	825,766	774,291	738,758	627,005
Due in more than one year	17,690,837	5,641,400	6,345,497	6,427,846	6,658,361
Net pension liability	2,696,313	2,297,129	1,776,852	–	848,054
Total liabilities	38,837,821	21,034,503	20,232,812	18,321,285	16,198,235
DEFERRED INFLOWS					
Related to leases	8,452	27,484	46,516	65,548	0
Related to pensions	34,524	24,152	60,418	4,417,899	2,257,146
Property taxes levied for future year	3,940,968	3,595,077	3,316,758	3,001,217	2,688,403
Total deferred inflows	3,983,944	3,646,713	3,423,692	7,484,664	4,945,549
NET POSITION					
Net investment in capital assets	227,456,464	183,897,546	153,568,926	127,469,484	114,566,019
Restricted for:					
Debt service	412,843	417,376	416,090	413,507	413,233
Capital projects	14,070,732	15,440,874	16,226,616	17,735,953	17,215,177
Legal restrictions	537,310	513,046	482,296	464,035	412,296
Other purposes	15,587,766	13,318,738	9,848,691	7,064,682	5,434,842
Unrestricted	53,608,499	38,620,318	25,303,527	28,116,978	22,695,696
Total net position	$311,673,614	$252,207,898	$205,846,146	$181,264,639	$160,737,263

(Source: Information extracted from the City's 2021-2025 audited basic financial statements. This summary is unaudited.)

HURRICANE CITY
Statement of Revenues, Expenditures and Changes in Fund Balance–General Fund
(This summary has not been audited.)

		Fiscal Year Ended June 30,				
	2026*	2025	2024	2023	2022	2021
REVENUES:						
Taxes		$14,247,420	$13,182,211	$12,204,111	$11,053,260	$9,434,478
Licenses & permits		1,223,200	1,166,790	916,384	1,378,740	1,272,838
Intergovernmental revenue		2,008,588	1,756,346	1,668,832	1,478,208	1,380,921
Charges for services		1,878,824	1,690,553	1,433,076	1,331,343	1,215,803
Fines & forfeitures		618,326	532,930	463,081	506,669	448,425
Contributions & donations		47,227	110,013	64,224	28,589	75,021
Investment earnings		792,527	746,337	469,782	51,858	30,368
Other revenues		182,616	193,951	234,263	121,627	122,323
Total revenue		20,998,728	19,379,131	17,453,753	15,950,294	13,980,177
EXPENDITURES:						
General government		2,398,931	2,391,532	2,320,706	1,848,855	1,706,360
Public safety		7,396,773	7,607,780	7,216,055	5,551,111	4,657,886
Highways/public works		2,686,170	2,264,341	1,642,412	1,284,519	1,479,418
Parks and recreation		3,566,175	3,449,049	3,246,762	2,778,120	2,434,103
Total expenditures		16,048,049	15,712,702	14,425,935	11,462,605	10,277,767
Excess (deficiency) of revenue over (under) expenditures		4,950,679	3,666,429	3,027,818	4,487,689	3,702,410
OTHER FINANCING SOURCES (USES)						
Proceeds from sale of capital assets		7,292	34,443	950	–	120,315
Transfers from (to) other funds		(5,567,566)	(2,350,410)	(1,077,162)	(3,702,344)	(3,247,937)
Total other financing sources (uses)		(5,560,274)	(2,315,967)	(1,076,212)	(3,702,344)	(3,127,622)
Net change in fund balances		(609,595)	1,350,462	1,951,606	785,345	574,788
Fund balances - beginning of year		7,809,388	6,458,926	4,507,320	3,721,975	3,147,187
Fund balances - end of year		$7,199,793	$7,809,388	$6,458,926	$4,507,320	$3,721,975

* Unaudited. Preliminary; subject to change.

(Source: Information extracted from the City's 2021-2025 audited basic financial statements [and unaudited, preliminary results for fiscal year June 30, 2026]. This summary is unaudited.)

Additional Information

For additional information with respect to the City and its finances see "DEBT STRUCTURE OF THE AUTHORITY AND THE CITY," "APPENDIX A—AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025" and "APPENDIX C—DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY."

Certain Property Tax Matters

The following information with respect to certain property tax matters is included in this Official Statement to provide background information relating to a major source of general fund revenues of the City. As described herein, the Series 2026 Bonds are not secured by any pledge of property tax revenues and do not constitute a debt or indebtedness of the City or the Authority. See "RISK FACTORS" below.

The Property Tax Act, Title 59, Chapter 2, Utah Code (the "Property Tax Act"), provides that all taxable property within the taxing entity is required to be assessed and taxed at a uniform and equal rate on the basis of 100% of its "fair market value" as of January 1 of each year, unless otherwise provided by law. "Fair market value" is defined in the Property Tax Act as "the amount at which property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or sell and both having reasonable knowledge of the relevant facts." Determinations of "fair market value" shall take into account the current zoning laws applicable to the property in question. Section 2 of Article XIII of the Utah Constitution provides that the Utah Legislature may by law exempt from taxation up to 45% of the fair market value of residential property as defined by law. Pursuant to this provision, the Utah Legislature has provided that the "fair market value" of primary residential property shall be reduced by 45% for tax years 1995 and thereafter. No more than one acre of land per residential unit may qualify for the residential exemption.

The Property Tax Act provides that the State Tax Commission shall assess certain types of property ("centrally assessed property"), including (i) properties that operate as a unit across county lines that must be apportioned among more than one county or state, (ii) public utility (including railroad, but excluding a telecommunications service provider) properties, (iii) airline operating properties, (iv) geothermal properties and (v) mines, mining claims and appurtenant machinery, furnishings and improvements, including oil and gas properties. All other taxable property ("locally assessed property") is required to be assessed by the county assessor of the county in which such locally assessed property is located. Each county assessor must update property values annually based upon a systematic review of current market data. Each county assessor must also complete a detailed review of property characteristics for each parcel of property at least once every five years. The Property Tax Act requires that the State Tax Commission conduct an annual investigation in each county to determine whether all property subject to taxation is on the assessment rolls and whether the property is being assessed at its "fair market value."

The State Tax Commission and the county assessors utilize various valuation methods, as determined by statute, administrative regulation or accepted practice, to determine the "fair market value" of taxable property.

Many areas within the State have agricultural farmland devoted to the raising of useful plants and animals. For general property tax purposes, agricultural land is assessed based on statutory requirements and the value which the land has for agricultural use or on its agricultural value.

Uniform Fees

An annual statewide uniform fee is levied on tangible personal property in lieu of the ad valorem tax. The uniform fee is based on either the age or the value of motor vehicles, watercraft, recreational vehicles, and all other tangible personal property required to be registered with the State. The current uniform fee is established at 1.5% of the fair market value of motor vehicles that weigh 14,001 pounds or more, watercraft, recreational vehicles and all other tangible personal property required to be registered with the State, excluding exempt property such as aircraft and property subject to a fixed age-based fee. Motor vehicles weighing 14,000 pounds or less are subject to an age-based fee that is due each time the vehicle is registered. The age-based fee is for passenger-type vehicles and ranges

from $7.75 to $150, depending on the age of the vehicle. Recreational vehicles, motorcycles, watercraft (except large watercraft), snowmobiles and certain small motor vehicles required to be registered with the State are also subject to an age-based fee that ranges from $10 to $700, depending on the age of the vehicle. The revenues collected from the various uniform fees are distributed by the county to the taxing entity in which the property is located in the same proportion in which revenue collected from ad valorem real property tax is distributed.

Tax Levy and Collection

The State Tax Commission must assess all centrally-assessed property by May 1 of each year and shall immediately notify the owners or operators of such property, and the county assessors, of such assessment. County assessors must assess all taxable property other than centrally-assessed property before May 22 of each year. Before May 25 the State Tax Commission apportions the value of centrally-assessed property to the various taxing entities within each county and reports such values to county auditors before June 8. The governing body of each taxing entity must adopt a final tax rate before June 22, except as described below for rates in excess of the certified tax rate. County auditors must forward to the State Tax Commission a statement prepared by the governing body of each taxing entity showing the amount and purpose of each levy.

If the State Tax Commission determines that a tax levy established by a taxing entity exceeds the maximum levy permitted by law, the State Tax Commission must lower the levy to the maximum level permitted by law, must notify the taxing entity that the rate has been lowered, and must notify the county auditor of the county in which the taxing entity is located to implement the rate established by the State Tax Commission.

On or before July 22 of each year, the county auditors must mail to all owners of real estate shown on their assessment rolls notice of, among other things, the value of the property, itemized tax information for all taxing entities and the date their respective county boards of equalization will meet to hear complaints. Not later than 30 days following the mailing of the notice, taxpayers owning property assessed by the county assessors may file an application with the appropriate county board of equalization for the purpose of contesting the assessed valuation of their property. The county boards of equalization must render a decision on each appeal no later than October 1 (with extensions requiring State Tax Commission approval). Such decisions may be appealed to the State Tax Commission, which must decide all appeals by March 1 of the following year. Owners of centrally assessed property, on or before the later of June 1 or a day within 30 days of the date the notice of assessment is mailed by the State Tax Commission, may apply to the State Tax Commission for a hearing to contest the assessment of centrally-assessed property. A county may also contest the assessment under specified conditions. The State Tax Commission must render a written decision no later than 120 days following completion of the hearing and submission of all post-hearing briefs. The county auditors must make a record of all changes, corrections and orders and, before November 1, must deliver the corrected assessment rolls to their respective county treasurers. By November 1, the county treasurers are to furnish to each taxpayer a notice containing the kind and value of the property assessed to the taxpayer, the street address of the property, where applicable, the amount of the tax levied on the property and the year that the property is subject to a detailed review. Taxes are due November 30, or, if a Saturday, Sunday, or holiday, the next business day following.

Each county treasurer is responsible for collecting all taxes levied on real property within that county. There are no prior claims to such taxes. As taxes are collected, each county treasurer must pay the State and each taxing entity within the county its proportionate share of the taxes, on the tenth day of each month. Delinquent taxes are subject to a penalty of 2% of the amount of the taxes or $10.00, whichever is greater. Unless the delinquent taxes and penalty are paid before January 16 of the following year, the amount of delinquent taxes and penalty bears interest at the federal discount rate in effect on January 1, plus 6% from January 1 until paid. If after four years (March 15 of the fifth year after assessment) delinquent taxes have not been paid, the affected county may advertise and sell the property at a tax sale.

Public Hearing on Certain Tax Increases

Each taxing entity that proposes to levy a tax rate that exceeds the "certified tax rate" may do so, by ordinance, only after holding a public hearing. Notice of the public hearing must be mailed by July 22 to all owners of real estate and, in most cases, must be advertised by publication. Generally, the certified tax rate for a taxing entity is the rate necessary to generate the same property tax revenue that the taxing entity collected for the prior year, exclusive of

collections from redemptions, interest and penalties. For purposes of calculating the certified tax rate, county auditors are to use the taxable value of property on the assessment rolls, exclusive of new growth. New growth is any increase in taxable value of the taxing entity from the previous calendar year to the current year, less the amount of increase to locally-assessed real property taxable values resulting from factoring, reappraisal or any other adjustments. After the public hearing is held, the taxing entity may adopt a resolution levying a tax in excess of the certified tax rate. If a resolution levying a tax in excess of the certified tax rate is not forwarded to the county auditor by August 17, the county auditor must forward the certified tax rate to the State Tax Commission. The final tax notice is then mailed by November 1.

Taxable and Fair Market Value of Property in the City

Year	Taxable Value[1]	% Change Over Prior Year	Fair Market Value[2]	% Change Over Prior Year
2025	$5,282,619,863	12.69%	$7,070,853,589	11.69%
2024	4,687,537,338	8.13	6,331,048,727	6.17
2023	4,335,048,853	17.44	5,962,851,369	15.83
2022	3,691,155,012	47.25	5,147,812,192	47.07
2021	2,506,772,781	22.43	3,500,259,273	22.99

(1) Includes taxable value of all taxable real property in the City (does not include motor vehicle values).

(2) Includes taxable value of all taxable real property in the City, adding back in the 45% "haircut" on primary residential property. See "–Certain Property Tax Matters" above.

(Source: Utah State Tax Commission, Property Tax Division.)

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Historical Summaries of Taxable Values of Property in the City

	% of Total[1]	Calendar Year 2025	2024	2023	2022	2021
Real Property - Land						
Primary Residential	11.1%	$586,282,125	$540,569,040	$493,241,375	$409,617,945	$252,966,505
Secondary Residential	6.3	330,090,800	299,344,100	268,663,400	205,988,200	126,715,500
Commercial & Industrial	6.0	319,369,800	253,418,600	179,120,000	132,415,500	87,421,600
FAA	[2]	977,361	912,005	850,287	881,981	917,299
Unimproved Non FAA - Vacant	14.7	774,566,686	654,562,119	528,035,607	368,982,749	237,779,339
Total Real Property - Land	38.1	2,011,286,772	1,748,805,864	1,469,910,669	1,117,886,375	705,800,243
Real Property - Buildings						
Primary Residential	30.2	1,594,674,125	1,463,496,705	1,491,650,710	1,366,070,434	956,667,580
Secondary Residential	16.6	878,869,800	773,201,000	736,050,300	642,157,400	410,005,200
Commercial & Industrial	10.9	577,023,500	496,304,900	453,244,900	410,742,300	293,965,000
Agricultural	[2]	2,542,000	2,009,400	2,371,400	2,307,900	1,619,700
Total Real Property - Buildings	57.8	3,053,109,425	2,735,012,005	2,683,317,310	2,421,278,034	1,662,257,480
Total Real Property	95.9	5,064,396,197	4,483,817,869	4,153,227,979	3,539,164,409	2,368,057,723
Personal Property						
Primary Mobile Homes	0.1	4,662,748	4,670,397	4,644,322	4,670,397	4,627,183
Secondary Mobile Homes	[2]	27,115	27,115	27,114	27,115	27,115
Other Business Personal Property	3.1	163,954,025	155,967,454	141,130,331	105,703,347	94,634,916
Total Personal Property	3.2	168,643,888	160,664,966	145,801,767	110,400,859	99,289,214
Centrally Assessed Value	0.9	49,579,778	43,054,503	36,019,107	41,589,744	39,425,844
Total Taxable Value	100.0	5,282,619,863	4,687,537,338	4,335,048,853	3,691,155,012	2,506,772,781
Motor Vehicle Value Estimate (MVVE)	-	15,261,200	15,375,267	14,283,000	13,734,333	14,109,733
Total Taxable Value with MVVE	-	5,297,881,063	4,702,912,605	4,349,331,853	3,704,889,345	2,520,882,514

(Source: Utah State Tax Commission.)

(1) Percentage of total assessed taxable value (excludes motor vehicle value estimate).

(2) Less than 1%.

Property Tax Levies and Collections

The following table provides a summary of the property tax levies and collections for the City's general fund for the years shown. The City's property tax levy for general operations for 2025 was 0.000816 and for the 2026 tax year is 0.000836.

Tax Year Ended Dec. 31	Total Taxes Levied	Treasurer's Relief[1]	Taxes Collected In Levy Year	Percentage of Levy	Other Collections[2]	Total Collections
2025	$4,318,207	$385,859	$3,932,348	91.1%	$467,271	$4,399,619
2024	4,032,114	443,075	3,589,039	89.0	364,118	3,953,157
2023	3,637,621	275,149	3,362,472	92.4	322,695	3,685,167
2022	3,352,329	232,305	3,120,024	93.1	336,003	3,456,027
2021	2,949,276	174,862	2,774,414	94.1	305,996	3,080,410
2020	2,733,567	188,627	2,544,940	93.1	345,902	2,890,842

(1) Includes unpaid taxes, abatements, and other relief.

(2) Includes miscellaneous collections, and payments of prior years' taxes, interest, and penalties less amounts paid out as tax increment or refunds.

(Source: Utah State Tax Commission.)

RISK FACTORS

THE PURCHASE OF THE SERIES 2026 BONDS BEING OFFERED HEREBY INVOLVES CERTAIN INVESTMENT RISKS THAT ARE DISCUSSED THROUGHOUT THIS OFFICIAL STATEMENT. ACCORDINGLY, EACH PROSPECTIVE PURCHASER OF THE SERIES 2026 BONDS SHOULD MAKE AN INDEPENDENT EVALUATION OF ALL OF THE INFORMATION PRESENTED IN THIS OFFICIAL STATEMENT IN ORDER TO MAKE AN INFORMED INVESTMENT DECISION. CERTAIN OF THESE RISKS ARE DESCRIBED BELOW.

Non-Appropriation

Base Rentals and Additional Rentals will be payable solely from City Funds (as defined in the Master Lease) which are annually budgeted and appropriated by the City Council of the City and which may be terminated by action of the City Council. There is no assurance that the Lease will be renewed for all of its anticipated Renewal Terms. The City Council is under no obligation to provide City funds for such renewals. The City's obligation under the Lease does not constitute a general obligation or other indebtedness of the City or the State of Utah or any agency or political subdivision of the State of Utah within the meaning of any constitutional or statutory debt limitation. THE AUTHORITY HAS NO TAXING POWER.

Accordingly, the likelihood that the City will extend the term of the Lease for all Renewal Terms and continue to pay the Base Rentals to enable the Authority to timely pay the principal of, premium, if any, and interest on the Bonds in the future depends upon a number of factors which are beyond the control of the City, including, but not limited to, (a) the continuing need of the City for the Projects, (b) the composition of the City Council and their respective views with respect to the leasing of the Projects, (c) the economic and demographic conditions within the City, (d) the ability of the City to generate sufficient funds from property taxes and other taxes and other sources of revenue to pay obligations associated with the Lease and other obligations of the City (whether now existing or hereafter created), and (e) the value of the Projects in the event of the termination of the term of the Lease as a result of the occurrence of certain events described below or the expiration of any Renewal Term if the City does not appropriate sufficient funds that extends the term of the Lease as provided in the Lease. Neither the Indenture nor the Lease limit the ability of the City to incur additional obligations against its revenues.

The City has covenanted in the Lease to include in its annual tentative budget prepared by the appropriate officials of the City an item for expenditure of an amount necessary (after taking into account any and all City funds then legally available for such purpose), to pay the Base Rentals and reasonably estimated Additional Rentals during

the next succeeding Renewal Term under the Lease. The decision to renew or not to renew the term of the Lease is to be made solely by the City Council at the time it considers for adoption the final budget relating to each Renewal Term and not by any official of the City acting in his or her individual capacity.

In the event the City Council fails to renew the Lease for all contemplated Renewal Terms, fails to budget and appropriate sufficient City funds for the payment of Base and Additional Rentals or defaults under the Lease, the Lease, which is subject to annual renewal, will be terminated, and, in such event, the Bonds will be payable from any moneys held by the Trustee under the Indenture, and the proceeds, if any, from a liquidation or other disposition of the Projects subsequent to foreclosure of the lien of the Indenture and the Security Documents. In such event, the City has agreed to immediately vacate the Projects.

Changes in Makeup of City Council

The individuals elected to serve on the City Council may change during the period the Series 2026 Bonds are outstanding. There can be no assurance that the membership of the City Council will not change in a manner that will result in a future City Council ceasing to appropriate Rentals under the Lease for the Projects. Under the Lease, the City is entitled not to appropriate Rentals for the next succeeding Renewal Term with respect to all of the components constituting the Projects, but is not entitled to appropriate with respect to only a portion, but not all, of such components constituting the Projects.

Expiration or Termination of Lease

The Lease will expire by its terms on each June 30 during the years 2027 through 2055*, unless the City, in its sole discretion exercises the option provided in the Lease to extend the term of the Lease for each next succeeding Renewal Term with a final lease expiration date of September 1, 2056* (the scheduled final maturity of the Series 2026 Bonds). In the event that the City does not extend in any year the term of the Lease, the City's obligation to pay Rentals will terminate on the June 30 occurring at the end of the then current Renewal Term. Upon (a) the expiration of any Renewal Term of the Lease during which an Event of Nonappropriation occurs or (b) a default under the Lease and an election by the Trustee to terminate the possessory interest of the City under the Lease, the City's rights of possession of the Series 2026 Project under the Lease will expire or be terminated, as appropriate.

In the event that the City's right of possession of the Projects under the Lease expires or is terminated for either of the reasons described in the preceding paragraph, the obligation of the City to pay Rentals thereunder will terminate and the Bonds will be payable from, among other sources, such moneys, if any, as may be available under the Indenture. Should the Lease expire at the end of a Renewal Term without any extension for the next succeeding Renewal Term or if an event occurs pursuant to which the Trustee terminates the City's right of possession of the Projects under the Lease, the Trustee may recover and relet or sell the Authority's interest in the Projects as provided in the Indenture, subject to the Ground Lease. The Net Proceeds of any reletting or sale of the Projects together with certain other moneys then held by the Trustee under the Indenture, are required to be used to pay the Bonds to the extent of such moneys. However, each separate public facility or property constituting the Projects represents special purpose facilities or property for use in connection with providing particular governmental services. No assurance can be given that the Trustee could relet or sell the Projects for the amount necessary to pay the principal of and the interest on the Bonds.

A potential purchaser of the Series 2026 Bonds should not assume that it will be possible to relet or sell the Projects after the expiration or termination of the City's right to possess the Projects under the Lease as described above for an amount equal to the aggregate principal amount of the Bonds then outstanding plus accrued interest thereon. In this regard, it should be noted that (a) the Projects may be subject to ad valorem taxes and other property taxation if owned by someone other than the City or other governmental body, (b) the use of the Projects by a non-governmental entity may affect the tax-exempt status of interest on the Bonds, (c) the Projects may not be suitable for general commercial use, and (d) zoning restrictions could limit the use of the Projects. Furthermore, no assurance can be given that the amount, if any, realized upon any reletting or sale of the Projects will be available to provide for the payment of the Bonds on a timely basis.

Because the Lease will terminate in the event that the City Council fails to budget and appropriate sufficient City funds to continue making Base Rentals and Additional Rentals during any Renewal Term of the Lease, a potential

purchaser of the Series 2026 Bonds should carefully consider the nature of the security for payment of the Series 2026 Bonds in the event of a termination of the Master Lease. Under the Indenture and the Security Documents, the Projects are subject to a lien and security interest granted to the Trustee for the benefit of the holders of the Bonds. Upon the occurrence of an Event of Default under the Indenture (which is defined to include an Event of Default under the Master Lease), the Trustee may foreclose its lien on the Projects and may, subject to the Ground Lease, take possession of the Projects as trustee and fiduciary for the holders of the Bonds. In such event, the amount of payment on the Bonds will be dependent upon the ability of the Trustee to sell or lease the Projects to a subsequent purchaser or lessee. The ability of the Trustee to sell or lease the Projects may be limited to other governmental entities, since the use of the Projects by a non-governmental entity may adversely affect the tax-exempt status of interest on the Bonds. A potential purchaser of the Series 2026 Bonds should carefully consider the information currently available and presented herein concerning the Projects. A potential Bondholder should not assume that it will be possible to liquidate the Projects after foreclosure of the lien of the Indenture for an amount equal to the aggregate principal amount of the Bonds then outstanding, plus accrued interest thereon.

Limited Remedies

A termination of the City's right of possession of the Projects under the Lease as a result of an Event of Default or expiration of the term of the Lease at the end of any Renewal Term without an extension for the next succeeding Renewal Term will give the Trustee the right to possession of, and the right to relet the Projects in accordance with the provisions of the Lease and the Indenture, subject to the Ground Lease. However, the enforceability of the Lease and the Indenture is subject to the applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and liens securing such rights, the police powers of the State of Utah, the exercise of judicial authority by state or Federal courts and the exercise by the United States of America of the powers delegated to it by the Federal Constitution. In addition, the Projects may be used for limited purposes.

Due to the limited remedies available with respect to the Projects, the limited uses of the Projects and the delays inherent in obtaining foreclosure on real property and other judicial remedies, no assurance can be given that a court, in the exercise of judicial discretion, would enforce these remedies in a timely manner. Any delays in the ability of the Trustee to obtain possession of the Projects, of necessity, will result in delays in any payment of principal of or interest on the Bonds. Nor can any assurance be given that any moneys realized by the Trustee upon an exercise of any remedies would be sufficient to pay the principal of and interest on the Bonds. In the event any such moneys recovered are in an amount less than the aggregate principal amount of all outstanding Bonds, plus accrued interest, the Bonds would be paid in part on a pro rata basis as described under the Indenture, and no holder of any Bond will have any further claim for payment upon the Authority or the City. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE—The Indenture—Application of Moneys."

Destruction of Projects

The Lease requires that the Projects be insured by policies of insurance. If, prior to the termination of the Lease Term and the payment in full of the Series 2026 Bonds (or the making of provisions for the payment thereof in accordance with the Indenture) (i) the Series 2026 Project or any material portion thereof shall be destroyed (in whole or in part), or damaged by fire or other casualty; or (ii) title to, or the temporary or permanent use of the Series 2026 Project or any material portion thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority; or (iii) a material defect in construction of a Series 2026 Project shall become apparent; or (iv) title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, the City shall be obligated, subject to the City's right to discharge its obligation to repair or replace the Series 2026 Project, to continue to pay Rentals regardless of whether the Series 2026 Project shall have been accepted.

Subject to the City's right to discharge its obligation to repair or replace the Series 2026 Project, the City, the Authority, and the Trustee shall cause the Net Proceeds of any insurance policies, performance bonds or condemnation awards with respect to the Series 2026 Project to be deposited in the Construction Fund if received before the Completion Date of the Series 2026 Project and in a separate trust fund under the Indenture if received thereafter. All Net Proceeds so deposited shall be applied to the prompt repair, restoration, modification or improvement of said Series 2026 Project by the City. The balance of any such Net Proceeds remaining after such repair, restoration, modification or improvement has been completed shall be transferred to the Bond Fund to be applied to the payment

of the principal of, premium, if any, and interest on the Series 2026 Bonds, or if said Bonds shall have been fully paid (or provision for payment thereof has been made in accordance with the provisions of the Indenture), any balance remaining in such Construction Fund or separate trust fund shall be paid to the City. If the Net Proceeds shall be insufficient to pay in full the cost of any repair, restoration, modification or improvement, the City shall, from and to the extent of available City funds, complete the work and pay any cost in excess of the amount of the Net Proceeds.

In the event that the Net Proceeds of any insurance policy, performance bond or condemnation award shall be insufficient to pay in full the cost of any repair, restoration, or modification of the Series 2026 Project, the appropriate budget officers of the City shall, within 15 days of notice of such insufficiency, seek an appropriation from the City Council for an amount equal to any such insufficiency. In the event that the City shall fail to appropriate, by the first day of the next Renewal Term following such request for an appropriation, an amount at least equal to such insufficiency for such purpose, the obligation to repair and replace the Series 2026 Project may be discharged by depositing the Net Proceeds of the insurance policies, performance bonds or condemnation awards made available by reason of such occurrence into the Bond Fund. Upon the deposit of such Net Proceeds in said Bond Fund, the City shall have no further obligation for the payment of Base Rentals and Additional Rentals, and possession of the Series 2026 Project as well as all rights created pursuant to the Lease and the interest of the City and the Authority therein and in any funds or accounts created under the Indenture with respect to the Series 2026 Project (except for moneys held in the Rebate Fund or for the payment of Series 2026 Bonds not then deemed Outstanding), shall be surrendered to the Trustee, as trustee for the Bondholders of the Series 2026 Bonds. Thereafter, the Authority's interest in said Series 2026 Project may be liquidated pursuant to the provisions of and subject to the limitations set forth in the Indenture and Security Documents and the proceeds of such liquidation and the Net Proceeds of any insurance policy, performance bond or condemnation award so deposited in the Bond Fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2026 Project (except moneys held in the Rebate Fund or for the payment of Series 2026 Bonds not then deemed Outstanding), shall be applied to the redemption of the Series 2026 Bonds on the next succeeding redemption date. Such redemption of the Series 2026 Bonds shall be made upon full or partial payment of the principal amount of said Bonds then Outstanding and accrued interest thereon all in accordance with the Indenture. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE—The Master Lease—Damage, Destruction, and Condemnation" herein.

The City is required under the Lease to cause the Series 2026 Project to be insured by policies of casualty and property damage insurance in an amount not less than the full insurable value of the Series 2026 Project. The term "full insurable value" as used in the Lease means the actual replacement value, or at the option of the City any lesser amount which is equal to or greater than the principal amount of all of the Series 2026 Bonds then Outstanding. Alternatively, the City may insure or cause to be insured under a blanket insurance policy or policies which cover not only the Series 2026 Project but other properties in the amounts required by the previous sentence. However, there is no assurance that, in the event the Lease is terminated as a result of damage to or destruction or condemnation of the Series 2026 Project, moneys made available by reason of such an occurrence will be sufficient to redeem the Series 2026 Bonds at a price equal to the principal amount thereof outstanding plus accrued interest to the redemption date.

Depreciation and Obsolescence

Certain components of the Projects may become obsolete, may depreciate in value or may wear out during the time that the Bonds are outstanding. In addition, components of the Projects may be difficult or impossible to remove from their place of service or use. Consequently, following an Event of Nonappropriation or an Event of Default under the Lease or the Indenture or termination of the Lease for any reason, any amounts realized by the Trustee from a reletting or sale of the Projects may not be sufficient to redeem or pay all outstanding Bonds in full.

Release of Projects

The Lease provides for the transfer of certain portions of the Projects to the City, and the release of such portions of the Projects from the lien of the Indenture upon the satisfaction of certain conditions. The release of portions of the Projects from the lien of the Indenture will necessarily result in a reduction in the value of the security interests held by the Trustee for the benefit of the owners of the Bonds and may reduce the City's incentives to renew the Lease for any future renewal term.

Subject to the requirements of the Indenture, the Series 2013 Project is scheduled for release upon payment in full of the Series 2013 Bonds on September 1, 2028 and the Series 2010 Project is scheduled for release upon payment in full of the Series 2010 Bonds on September 1, 2030.

Acquisition of the Project

The final portion of the Series 2026 Project is expected to be completed June of 2028. The Authority and the City believe, but there can be no assurance, that the proceeds of sale of the Series 2026 Bonds, together with certain investment earnings thereon, will be sufficient to complete the acquisition, construction and equipping of the Series 2026 Project. In the event such proceeds are insufficient, the Authority is authorized, pursuant to the Master Lease, to complete the acquisition, construction and equipping of the Series 2026 Project from legally available funds, but only in connection with the issuance of Additional Bonds issued pursuant to the Indenture or from moneys otherwise legally available for that purpose. The Indenture provides that Additional Bonds may be issued for the purpose of completing the Series 2026 Project subject to satisfaction of certain conditions provided in the Indenture. There can be no assurance that such Additional Bonds will be permitted under then applicable law or that the City Council will agree to the issuance of Additional Bonds at that time. If issued, Additional Bonds will be secured under the Indenture on a parity with the Series 2026 Bonds. In the event that the Series 2026 Project is not completed on a timely basis and assuming that no Additional Bonds are issued to complete construction of the Series 2026 Project, the City may not be willing to appropriate Rentals and there will be no moneys to pay debt service on the Series 2026 Bonds. In such event, Bondholders and the Trustee may pursue remedies under the Indenture. See "APPENDIX B—THE GENERAL INDENTURE AND THE MASTER LEASE."

Potential Environmental Risks

The ownership of real property or the grant of mortgages, deeds of trust or other encumbrances on real property creates a potential for environmental liability on the part of the owner of such real property and the party secured by such mortgages, deeds of trust or other encumbrances. If hazardous substances are discovered at a Project Site or discovered to be emanating from a Project Site, the owner or operator of the property may be held strictly liable for all costs and liabilities relating to the disposing of or dealing with such hazardous substances. This liability could greatly exceed the value of such Project. In the event that the Trustee or a Bondowner obtains title to the Authority's interest in a Project Site, becomes involved in the operation of the property or attempts to realize on its security, a court may hold the Trustee or the Bondowner liable for such costs and expenses, even if the Trustee or the Bondowner had no knowledge of the existence of such hazardous substances. The existence of environmental risks could prevent the Trustee from exercising certain of its remedies or rights under the Lease and the Indenture upon the occurrence of an Event of Default thereunder.

The Projects are located on land owned by the City. The Project Sites were previously used as open fields and farm land. The City is not aware of any environmental concerns with the Project Sites.

Climate Change and Natural Disasters

Climate change caused by human activities may have adverse effects on the City and its operations. Ongoing climate change is expected to intensify and increase the frequency, severity and timing of extreme weather events such as drought, wildfires, floods and heat waves. In particular, many areas of Utah have experienced drought conditions for the last several years and the State has experienced large wildfire seasons. In May of 2026, the State Governor issued an emergency declaration in response to worsening drought conditions statewide. The State anticipates drought conditions to worsen, causing stress on wildlife, recreation, and water supply. Drying vegetation will also create the conditions for increased fire danger. The fiscal impact of drought and other effects of climate change on the City is difficult to predict, but it could be significant and it could have a material adverse effect on the City's finances by requiring greater expenditures to counteract these effects.

[In October 2026, the City experienced significant flooding due to heavy rains. The City is in the process of estimating damages and the costs thereof. However, the City believes that such costs will not have a material adverse effect on the financial condition of the City. Due to the topography in and around the City, the City may be susceptible to other flooding events in the future. The City is working on a long-term plan that will mitigate flooding in the area

However, the City cannot predict the timing of the completion of the remedial measures and their effectiveness nor can it predict the impact any future flooding may have on the condition of the City, financial or otherwise.]

Tax Status

Failure by the Authority or the City to comply with certain covenants in the Indenture, the Lease and the tax matters certificate executed by the City and the Authority at the time of issuance of the Series 2026 Bonds, on a continuous basis, so long as any of the Series 2026 Bonds are outstanding under the Indenture and thereafter as required by such covenants and applicable law, could result in interest on the Series 2026 Bonds becoming includible in federal gross income, retroactive to the date of their original issuance. See "TAX MATTERS" herein. The Indenture and the Series 2026 Bonds do not provide for the payment of any additional interest or penalty in the event that interest on the Series 2026 Bonds becomes includible in federal gross income.

Additional Parity Debt

The Indenture provides that the Authority may issue Additional Bonds upon compliance with certain requirements. In the event the Authority were to issue Additional Bonds, such issuance of Additional Bonds could result in dilution of the collateral security pledged to secure the payment of the Series 2026 Bonds. The Authority currently does not have any plans to issue any Additional Bonds.

Cybersecurity

The risk of cyberattacks against commercial enterprises, including those operated for a governmental purpose, has become more prevalent in recent years. At least one of the rating agencies factors the risk of such an attack into its ratings analysis, recognizing that a cyberattack could affect liquidity, public policy and constituent confidence, and ultimately credit quality. A cyberattack could cause the informational systems of the City to be compromised and could limit operational capacity, for short or extended lengths of time and could bring about the release of sensitive and private information. Additionally, other potential negative consequences include data loss or compromise, diversion of resources to prevent future incidences and reputational damage. To date, the City has not experienced a successful cyberattack. The City believes it has made all reasonable efforts to ensure that any such attack is not successful and that the City's information systems are secure. However, there can be no assurance that a cyberattack will not occur in a manner resulting in damage to the City's information systems or other challenges. The City has insurance coverage for cyber-liability.

LEGAL MATTERS

General

The authorization and issuance of the Series 2026 Bonds is subject to the approval of legality by Gilmore & Bell, P.C., Bond Counsel to the Authority. Certain matters relating to disclosure will be passed upon by Gilmore & Bell, P.C., as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority and the City by the City Attorney. The approving opinion of Bond Counsel will be delivered with the Series 2026 Bonds. A copy of the form of the opinion of Bond Counsel is set forth in APPENDIX E of this Official Statement.

Litigation

A non-litigation certificate issued by the City Attorney, as legal counsel to the Authority and the City, dated the date of closing, will be provided stating, among other things, that to the best of such counsel's knowledge, after due inquiry, no action, suit, proceeding, inquiry, or any other litigation or investigation at law or in equity, before or by any court, public board or body, has been served on the Authority or the City or is threatened, challenging the creation, organization, or existence of the Authority or the City or the titles of its officers to their respective offices or seeking to restrain or enjoin the issuance, sale, or delivery of the Series 2026 Bonds or for the purpose of restraining or enjoining the levy and collection of taxes by the City, or directly or indirectly contesting or affecting the proceedings or the authority by which the Series 2026 Bonds are issued or the validity of the Series 2026 Bonds or the issuance thereof.

TAX MATTERS

The following is a summary of the material federal and State of Utah income tax consequences of holding and disposing of the Series 2026 Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect, all of which are subject to change (possibly on a retroactive basis). This summary does not discuss all aspects of federal income taxation that may be relevant to investors in light of their personal investment circumstances or describe the tax consequences to certain types of owners subject to special treatment under the federal income tax laws (for example, dealers in securities or other persons who do not hold the Series 2026 Bonds as a capital asset, tax-exempt organizations, individual retirement accounts and other tax deferred accounts, and foreign taxpayers), and, except for the income tax laws of the State of Utah, does not discuss the consequences to an owner under any state, local or foreign tax laws. The summary does not deal with the tax treatment of persons who purchase the Series 2026 Bonds in the secondary market. Prospective investors are advised to consult their own tax advisors regarding federal, state, local and other tax considerations of holding and disposing of the Series 2026 Bonds.

Opinion of Bond Counsel

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Authority, under the law currently existing as of the issue date of the Series 2026 Bonds:

Federal Tax Exemption. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) is excludable from gross income for federal income tax purposes.

Alternative Minimum Tax. Interest on the Series 2026 Bonds is not an item of tax preference for purposes of computing the federal alternative minimum tax.

Bond Counsel's opinions are provided as of the date of the original issue of the Series 2026 Bonds, subject to the condition that the Authority and the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code") that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Authority and the City have covenanted to comply with all such requirements. Failure to comply with certain of such requirements may cause the inclusion of interest on the Series 2026 Bonds in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

State of Utah Tax Exemption. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

Bond Counsel is expressing no opinion regarding other federal, state or local tax consequences arising with respect to the Series 2026 Bonds but has reviewed the discussion under the heading "TAX MATTERS."

Other Tax Consequences

Original Issue Discount. For federal income tax purposes, original issue discount is the excess of the stated redemption price at maturity of a Series 2026 Bond over its issue price. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Series 2026 Bond during any accrual period generally equals (1) the issue price of that Series 2026 Bond, plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (2) the yield to maturity on that Series 2026 Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), minus (3) any interest payable on that Series 2026 Bond during that accrual period. The amount of original issue discount accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excludable from gross income for federal income tax purposes, and will increase the owner's tax basis in that Series

2026 Bond. Prospective investors should consult their own tax advisors concerning the calculation and accrual of original issue discount.

Original Issue Premium. For federal income tax purposes, premium is the excess of the issue price of a Series 2026 Bond over its stated redemption price at maturity. The stated redemption price at maturity of a Series 2026 Bond is the sum of all payments on the Series 2026 Bond other than "qualified stated interest" (i.e., interest unconditionally payable at least annually at a single fixed rate). The issue price of a Series 2026 Bond is generally the first price at which a substantial amount of the Series 2026 Bonds of that maturity have been sold to the public. Under Section 171 of the Code, premium on tax-exempt bonds amortizes over the term of the Series 2026 Bond using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the owner's basis in the Series 2026 Bond and the amount of tax-exempt interest received will be reduced by the amount of amortizable premium properly allocable to the owner, which will result in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes on sale or disposition of the Series 2026 Bond prior to its maturity. Even though the owner's basis is reduced, no federal income tax deduction is allowed. Prospective investors should consult their own tax advisors concerning the calculation and accrual of bond premium.

Sale, Exchange, or Retirement of Series 2026 Bonds. Upon the sale, exchange, or retirement (including redemption) of a Series 2026 Bond, an owner of the Series 2026 Bond generally will recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property actually or constructively received on the sale, exchange, or retirement of the Series 2026 Bond (other than in respect of accrued and unpaid interest) and such owner's adjusted tax basis in the Series 2026 Bond. To the extent a Series 2026 Bond is held as a capital asset, such gain or loss will be capital gain or loss and will be long-term capital gain or loss if the Series 2026 Bond has been held for more than 12 months at the time of sale, exchange or retirement.

Reporting Requirements. In general, information reporting requirements will apply to certain payments of principal, interest and premium paid on the Series 2026 Bonds, and to the proceeds paid on the sale of the Series 2026 Bonds, other than certain exempt recipients (such as corporations and foreign entities). A backup withholding tax will apply to such payments if the owner fails to provide a taxpayer identification number or certification of foreign or other exempt status or fails to report in full dividend and interest income. The amount of any backup withholding from a payment to an owner will be allowed as a credit against the owner's federal income tax liability.

Collateral Federal Income Tax Consequences. Prospective purchasers of the Series 2026 Bonds should be aware that ownership of the Series 2026 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, certain applicable corporations subject to the corporate alternative minimum tax, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Series 2026 Bonds. Bond Counsel expresses no opinion regarding these tax consequences. Purchasers of Series 2026 Bonds should consult their tax advisors as to the applicability of these tax consequences and other federal income tax consequences of the purchase, ownership and disposition of the Series 2026 Bonds, including the possible application of state, local, foreign and other tax laws.

Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposes of determining the applicability and amount of the federal corporate alternative minimum tax.

MUNICIPAL ADVISOR

The City on behalf of the Authority has entered into an agreement with Zions Public Finance, Inc., Salt Lake City, Utah (the "Municipal Advisor"), whereunder the Municipal Advisor provides financial recommendations and guidance to the City and the Authority with respect to timing of sale, market conditions, costs of issuance and other factors relating to the sale of the Series 2026 Bonds. The Municipal Advisor has read and participated in the drafting of this Official Statement. The Municipal Advisor has not audited, authenticated or otherwise verified the information set forth in the Official Statement, or any other related information available to the City or the Authority, with respect to accuracy and completeness of disclosure of such information, and no guaranty, warranty or other representation is

made by the Municipal Advisor respecting accuracy and completeness of the Official Statement or any other matters related to the Official Statement. Municipal Advisor fees are contingent upon the sale and delivery of the Series 2026 Bonds.

BOND RATING

S&P Global Ratings ("S&P") has assigned a rating of ["___"] to the Series 2026 Bonds. Any explanation of the significance of this rating should be obtained from the rating agency furnishing the same. There is no assurance that the ratings given to outstanding obligations will be maintained for any period of time or that the ratings may not be lowered or withdrawn entirely by the rating agencies if, in their judgment, circumstances so warrant. Any such downward change or withdrawal of such ratings may have an adverse effect on the market price of the Series 2026 Bonds.

CONTINUING DISCLOSURE

The City, on behalf of the Authority, will undertake for the benefit of the Bondholders and the beneficial owners of the Series 2026 Bonds to provide certain annual financial information and operating data to the MSRB, and to provide notice of certain material events to the MSRB all in order to assist the Purchaser in complying with Rule 15c2-12(b)(5). See APPENDIX D attached hereto and incorporated herein by reference for a form of the Continuing Disclosure Undertaking that will be executed and delivered by the City.

A failure by the City to comply with the Continuing Disclosure Undertaking will not constitute a default under the Indenture and beneficial owners of the Series 2026 Bonds are limited to the remedies described in the Continuing Disclosure Undertaking. See "APPENDIX D—FORM OF CONTINUING DISCLOSURE UNDERTAKING—Default." A failure by the City to comply with the Continuing Disclosure Undertaking must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Series 2026 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Series 2026 Bonds and their market price.

The City reports that within the past five years, it has complied in all material respects with its previous disclosure undertakings.

MISCELLANEOUS

Independent Accountants

The basic financial statements of the City as of June 30, 2025, and for the year then ended, contained in APPENDIX A to this Official Statement, have been audited by HintonBurdick, PLLC ("HintonBurdick"), independent auditors, as set forth in their report included in "APPENDIX A" hereto. HintonBurdick has not been asked to consent to the use of its name, audited financial statements and report in this Official Statement. The City notes that HintonBurdick recently merged with Squire & Company, P.C. and HintonBurdick operates under the name of Squire & Company, P.C. as of January 1, 2026.

Additional Information

All quotations from and summaries and explanations of the Utah Constitution, statutes, programs, laws of the State of Utah, court decisions, and the Indenture, which are contained herein, do not purport to be complete, and reference is made to said Constitution, statutes, programs, laws, court decisions, and the Indenture for full and complete statements of their respective provisions.

This Preliminary Official Statement is in a form "deemed final" by the Authority and the City for purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Any statement in this Official Statement involving matters of opinion, whether or not expressly so stated, is intended as such and not as representations of fact.

The appendices attached hereto are an integral part of this Official Statement, and should be read in conjunction with the foregoing material.

The delivery of the Official Statement has been duly authorized by the Authority and the City.

MUNICIPAL BUILDING AUTHORITY OF THE CITY OF HURRICANE, UTAH

CITY OF HURRICANE, UTAH

APPENDIX A

AUDITED BASIC FINANCIAL STATEMENTS OF HURRICANE CITY WITH INDEPENDENT AUDITORS' REPORT FOR FISCAL YEAR ENDED JUNE 30, 2025

APPENDIX B

THE GENERAL INDENTURE AND THE MASTER LEASE

APPENDIX C

DEMOGRAPHIC AND ECONOMIC INFORMATION REGARDING THE CITY AND WASHINGTON COUNTY

THE CITY

City Population

Year	Population	Percent Change
2025 Estimate	25,745	3.81%
2024 Estimate	24,800	3.29
2023 Estimate	24,011	3.98
2022 Estimate	23,091	5.84
2021 Estimate	21,817	8.89
2020 Census	*20,036*	*5.04*
2019 Estimate	19,074	4.89
2018 Estimate	18,184	6.03
2017 Estimate	17,150	6.11
2016 Estimate	16,163	–
2010 Census	*13,748*	–
2000 Census	*8,250*	–

Note: The Census counts are as of April 1 of the census year; the annual population estimates are as of July 1 of the year given.

(Source: U.S. Census Bureau.)

Construction Activity in the City

The following table summarizes the value of permit authorized construction for the City for the years shown for both residential and commercial construction.

	Calendar Year				
	2025	2024	2023	2022	2021
New Dwelling Units	592	569	399	682	680
New Residential Value ($000)	92,200.8	81,907.7	63,713.8	112,472.9	113,995.8
New Nonresidential Value ($000)	31,542.9	39,085.5	39,782.5	42,808.6	31,641.6
Additions/Alterations/Repairs ($000)	6,781.3	6,089.9	17,174.7	6,979.0	2,721.3
Total Construction ($000)	130,525.0	127,083.0	120,671.0	162,260.4	148,358.7

(Source: University of Utah Bureau of Economic and Business Research.)

THE COUNTY

The following demographic information is provided solely as background information regarding Washington County, Utah (the "County"), the general area in which the City is located.

The County is situated in the southwestern part of Utah. It is bordered by Iron County to the north, Kane County to the East, Nevada to the West, and Arizona to the South. The County is 2,422 square miles in area. The County is one of the fastest growing areas of the country and provides a mild winter climate, beautiful scenery, and a comfortable lifestyle. The County's economy is based upon tourism, education, services, trade, and construction. Zion National Park is encompassed within the County.

Population of County and State

Year	County	% Increase	State	% Increase
2025 Estimate	213,670	2.51%	3,538,904	1.03%
2024 Estimate	208,431	2.70	3,502,983	1.56
2023 Estimate	202,953	2.53	3,449,259	1.63
2022 Estimate	197,936	3.35	3,393,928	1.62
2021 Estimate	191,519	6.23	3,339,874	2.09
2020 Census	*180,279*	*1.53*	*3,271,616*	*2.05*
2019 Estimate	177,556	3.49	3,205,958	1.66
2018 Estimate	171,567	3.40	3,153,550	1.69
2017 Estimate	165,929	4.13	3,101,042	1.95
2016 Estimate	159,352	–	3,041,868	–
2010 Census	*138,115*	*52.86%*	*2,763,885*	*23.77%*
2000 Census	*90,354*	*86.1*	*2,233,169*	*29.62*

Note: The Census counts are as of April 1 of such year; the annual population estimates are as of July 1 of the year given.
(Source: U.S. Census Bureau.)

Rate of Unemployment – Annual Averages

Year	County	State	United States
2025	3.5%	3.6%	4.3%
2024	3.4	3.3	4.0
2023	3.0	2.7	3.6
2022	2.7	2.4	3.6
2021	3.0	2.8	5.3
2020	5.5	4.8	8.1
2019	2.9	2.5	3.7
2018	3.2	2.9	3.9
2017	3.4	3.1	4.4
2016	3.6	3.3	4.9

(Source: Utah Department of Workforce Services; U.S. Bureau of Labor Statistics.)

Economic Indicators

LABOR FORCE (1)	2025	2024	2023	2022	2021
Labor Force (annual average)	95,835	93,911	90,613	86,467	82,848
Employed (annual average)	92,434	90,687	87,927	84,158	80,337
Unemployed (annual average)	3,401	3,224	2,686	2,309	2,511
Unemployment Rate	3.5%	3.4%	3.0%	2.7%	3.0%
Average Employment (Non-Farm Jobs)	90,830	87,586	84,519	80,995	77,095
% Change Prior Year	*3.70*	*3.63*	*4.35*	*5.06*	*7.75*
Average Employment by Sector:					
Agriculture, Forestry, Fishing & Hunting	121	68	80	103	115
Mining	483	478	479	524	417
Utilities	358	313	284	272	253
Construction	10,526	10,361	9,797	9,923	9,286
Manufacturing	4,213	4,141	3,960	4,097	3,932
Wholesale Trade	1,977	1,965	1,896	1,874	1,406
Retail Trade	12,070	12,170	12,079	11,265	11,198
Transportation & Warehousing	5,492	4,864	4,714	4,813	4,774
Information	1,142	1,119	1,095	951	867
Finance and Insurance	1,822	1,745	1,568	1,628	1,684
Real Estate, Rental & Leasing	1,532	1,453	1,349	1,276	1,227
Professional, Scientific & Technical Services	3,822	3,630	3,814	3,456	3,235
Management of Companies & Enterprises	315	268	200	169	213
Administrative, Support, Waste Mgmt, & Remediation	4,452	4,330	4,199	3,534	3,370
Education Services	7,375	6,992	6,761	6,533	6,135
Health Care & Social Assistance	14,890	14,319	13,672	12,821	12,442
Arts, Entertainment, & Recreation	3,156	2,895	2,733	2,524	2,349
Accommodation & Food Services	11,363	10,815	10,270	9,961	9,273
Other Services & Unclassified	2,676	2,691	2,669	2,508	2,345
Public Administration	3,047	2,968	2,894	2,762	2,572
Total Establishments	8,404	8,273	8,099	7,906	7,933
Total Wages ($Millions)	4,585.4	4,229.5	3,914.0	3,609.4	3,237.8

INCOME AND WAGES	2025	2024	2023	2022	2021
Total Personal Income ($000) (2)	n/a	12,070,405	11,183,074	10,234,655	9,753,512
Per Capita Income (2)	n/a	58,047	55,161	51,717	50,918
Median Household Income (2)	n/a	86,715	78,094	75,572	63,639
Avg Monthly Nonfarm Wage (1)	$4,206	$4,024	$3,859	$3,714	$3,500

SALES & CONSTRUCTION	2025	2024	2023	2022	2021
Gross Taxable Sales ($000) (3)	7,511.9	7,081.6	6,718.8	6,734.3	6,217.2
New Dwelling Units (4)	2,888	3,066	2,916	3,445	3,835
Total Construction Value ($000)(4)	1,235,280.7	1,067,678.5	914,652.0	1,148,550.4	1,034,810.3
New Residential Value ($000) (4)	715,744.1	573,205.3	532,546.4	640,932.2	770,836.6
New Nonresidential Value ($000)(4)	393,303.3	355,662.1	320,905.1	432,813.6	228,764.1

(Sources: (1) Utah Department of Workforce Services; (2) U.S. Department of Commerce, Bureau of Economic Analysis, last updated February 2026; (3) Utah State Tax Commission; (4) University of Utah Bureau of Economic and Business Research.)

Major Employers in the County

Company Name	Type of Business	Employee Range
Intermountain Health Care	Hospitals	4,000-4,999
Washington School District	Public Education	4,000-4,999
Utah Tech University	Higher Education	2,000-2,999
Walmart	General Merchandise Retailers	2,000-2,999
City of St George	Local Government	1,000-1,999
SkyWest Airlines	Air Transportation	500-999
Home Depot	Building Material & Garden Supplies	500-999
Washington County	Local Government	500-999
City of Washington	Local Government	500-999
Smith's	Food and Beverage Retailers	500-999
State of Utah	State Government	500-999
Costco Wholesale	General Merchandise Retailers	250-499
Stephen Wade Auto Center	Motor Vehicle and Parts Dealers	250-499
Harmons	Food and Beverage Retailers	250-499
Black Desert Resort	Accommodation	250-499
Andrus Transportation Services	Truck Transportation	250-499
Sunroc Corporation	Mining (except Oil and Gas)	250-499
Red Mountain Resort	Accommodation	250-499
Family Dollar Services	Warehousing and Storage	250-499
TG Administration	Amusement, Gambling & Recreation	250-499
ARO	Grocery Stores	250-499
Tuacahn Center for the Arts	Performing Arts & Spectator Sports	250-499
Crimson Heights	Ambulatory Health Care Services	250-499
Maverik	Gasoline Stations and Fuel Dealers	250-499
McDonald's	Food Services and Drinking Places	250-499
Ram Aviation, Space & Defense	Fabricated Metal Product Manufac..	250-499
Wittwer Management	Accommodation	100-249
Orgill	Merchant Wholesalers, Durable Goods	100-249
Hurricane City	Local Government	100-249
U.S. Postal Service	Postal Service	100-249
DMBC	Social Assistance	100-249
PrinterLogic	Prof, Scientific & Technical Services	100-249
Avalon Care Center	Nursing and Residential Care Facilities	100-249
Amazon	Couriers and Messengers	100-249
Revere Health	Ambulatory Health Care Services	100-249
Albertson's	Food and Beverage Retailers	100-249
Summit Athletic Club	Amusement, Gambling & Recreation	100-249
Boulevard Furniture	Furniture, Electronics & Appliances	100-249
Target	General Merchandise Retailers	100-249
Litehouse Foods	Food Manufacturing	100-249
Balance of Nature	Miscellaneous Retail.	100-249

(Source: Utah Department of Workforce Services; last updated October 2026.)

APPENDIX D

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (this "Disclosure Undertaking") is executed and delivered by the City of Hurricane, Utah (the "City") in connection with the issuance of the Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026 in the aggregate principal amount of $[_____] (the "Series 2026 Bonds"). The Series 2026 Bonds are being issued pursuant to a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and as further supplemented by the Seventh Supplemental Indenture dated as of December 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture"), by and between the Municipal Building Authority of the City of Hurricane, Utah (the "Issuer") and Zions Bancorporation, National Association, as trustee (the "Trustee"); resolutions of the Issuer adopted on October 1, 2026 and November 5, 2026; and a resolution of the City adopted on October 1, 2026.

The City covenants and agrees as follows:

Section 1. Purpose of the Disclosure Undertaking. This Disclosure Undertaking is being executed and delivered by the City for the benefit of the Bondholders and Beneficial Owners of the Series 2026 Bonds and in order to assist the Participating Underwriter in complying with the Rule (each as defined below). The City acknowledges that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Undertaking, and has no liability to any person, including any holder or Beneficial Owner of the Series 2026 Bonds, with respect to any such reports, notices or disclosures. The City represents that it will be the only obligated person with respect to the Series 2026 Bonds at the time the Series 2026 Bonds are delivered to the Participating Underwriter and that no other person is expected to become so committed at any time after issuance of the Series 2026 Bonds.

Section 2. Definitions. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Undertaking.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026 Bonds (including persons holding Series 2026 Bonds through nominees, depositories, or other intermediaries) or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"Financial Obligation" means a (a) debt obligation, (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) guarantee of (a) or (b) in this definition; provided however, the term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"Listed Events" shall mean any of the events listed in Section 5 of this Disclosure Undertaking.

"MSRB" shall mean the Municipal Securities Rulemaking Board, the address of which is 1300 I Street, NW, Suite 1000, Washington D.C. 20005; Telephone (202) 838-1500; the website address of which is www.msrb.org and www.emma.msrb.org (for municipal disclosures and market data).

"Official Statement" shall mean the Official Statement of the Issuer dated [_____], 2026 relating to the Series 2026 Bonds.

"Participating Underwriter" shall mean any of the original underwriters of the Series 2026 Bonds required to comply with the Rule in connection with the offering of the Series 2026 Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Report.

(a) The City shall, or shall cause the Dissemination Agent to, not later than two hundred fifteen (215) days after the end of each fiscal year of the City (presently June 30) commencing with the fiscal year ending June 30, 2026, provide to the MSRB in electronic format an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Undertaking. Not later than 15 business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Undertaking; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide an Annual Report to the MSRB by the date required in subsection (a) or the Dissemination Agent has not received a copy to file by such date, the City or the Dissemination Agent shall, in a timely manner, provide a notice of failure to file the Annual Report to the MSRB in an electronic format.

(c) The City or the Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the website address to which the MSRB directs the Annual Report to be submitted; and

(ii) if the Dissemination Agent is other than the City, file a report with the City certifying that the Annual Report has been provided pursuant to this Disclosure Undertaking, stating the date it was provided and listing the website address to which it was provided.

Section 4. Content of Annual Reports.

(a) The Annual Report shall contain or incorporate by reference the following:

(i) A copy of the City's annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If the City's audited annual financial statements are not available by the time specified in 3(a) above, unaudited financial statements will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

(ii) An update of the information of the type contained in the Official Statement in the tables under the headings, "DEBT STRUCTURE OF THE AUTHORITY AND THE CITY—Authority Obligations," and "—City Obligations," "—Computation of Overlapping General Obligation Debt," "—Debt Ratios," "FINANCIAL INFORMATION REGARDING THE CITY—Taxable and Fair Market Value of Property in the City," and "—Property Tax Levies and Collections."

(b) Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been submitted to the public on the Internet website of the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such document incorporated by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5(a), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than ten (10) business days after the event:

(i) Principal and interest payment delinquencies;

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) Substitution of credit or liquidity providers, or their failure to perform;

(v) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026 Bonds, or other material events affecting the tax status of the Series 2026 Bonds;

(vi) Defeasances;

(vii) Tender offers;

(viii) Bankruptcy, insolvency, receivership or similar proceedings;

(ix) Rating changes; or

(x) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City or the Issuer, any of which reflect financial difficulties.

(b) Pursuant to the provisions of this Section 5(b), the City shall give or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Series 2026 Bonds in a timely manner not more than 10 business days after the Listed Event, if material:

(i) Mergers, consolidations, acquisitions, the sale of all or substantially all of the assets of the obligated persons or their termination;

(ii) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent;

(iii) Non-payment related defaults;

(iv) Modifications to the rights of the owners of the Series 2026 Bonds;

(v) Series 2026 Bond calls;

(vi) Release, substitution or sale of property securing repayment of the Series 2026 Bonds; or

(vii) Incurrence of a Financial Obligation of the City or Issuer or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City or the Issuer, any of which affect security holders.

(c) Whenever the City obtains knowledge of the occurrence of a Listed Event under Section 5(b), whether because of a notice from the Trustee or otherwise, the City shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the City has determined that knowledge of the occurrence of a Listed Event under Section 5(b) would be material under applicable federal securities laws, the City shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f).

(e) If the City determines that the Listed Event under Section 5(b) would not be material under applicable federal securities laws, the City shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f).

(f) If the Dissemination Agent has been instructed by the City to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB in an electronic format in a timely manner not more than ten (10) business days after the Listed Event.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Undertaking shall terminate upon the earlier of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Series 2026 Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written agreement are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2026 Bonds.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

Section 8. Amendment, Waiver. Notwithstanding any other provision of this Disclosure Undertaking, the City and the Dissemination Agent may amend this Disclosure Undertaking, and any provision of this Disclosure Undertaking may be waived, without the consent of the holders of the Series 2026 Bonds, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver does not, in and of itself, cause the agreement herein to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

Section 9. Additional Information. Nothing in this Disclosure Undertaking shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Undertaking. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Undertaking, the City shall have no obligation under this Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the City or the Dissemination Agent to comply with any provision of this Disclosure Undertaking, any holder or Beneficial Owner of the Series 2026 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Undertaking. A default under this Disclosure Undertaking shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Undertaking shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Undertaking, and the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder,

including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Series 2026 Bonds.

Section 12. Beneficiaries. This Disclosure Undertaking shall inure solely to the benefit of the Issuer, the City, the Dissemination Agent, the Participating Underwriter and the Holders and Beneficial Owners from time to time of the Series 2026 Bonds and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Undertaking may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Dated: _____, 2026.

CITY OF HURRICANE, UTAH

_____
Mayor

ATTEST:

_____
City Recorder

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the Series 2026 Bonds, Gilmore & Bell, P.C., Bond Counsel to the Authority, proposes to issue its approving opinion in substantially the following form.

Re: $_____ Municipal Building Authority of the City of Hurricane, Utah Lease Revenue Bonds, Series 2026

To the Addressees:

We have acted as bond counsel to the Municipal Building Authority of the City of Hurricane City, Utah (the "Issuer"), in connection with the issuance by the Issuer of the above-captioned bonds (the "Series 2026 Bonds"). In this capacity, we have examined the law and such certified proceedings, certifications and other documents as we have deemed necessary to give the opinions below.

The Series 2026 Bonds are being issued pursuant to (i) the Local Building Authority Act, Title 17D, Chapter 2, Utah Code Annotated 1953, as amended (the "Building Authority Act"), and the Local Government Bonding Act, Title 11, Chapter 14, Utah Code Annotated 1953, as amended (the "Bonding Act" and together with the Building Authority Act, the "Act"), and other provisions of state law; (ii) resolutions adopted on October 1, 2026 and November 5, 2026, by the governing body of the Issuer and a resolution adopted on October 1, 2026 by the City Council of the City of Hurricane, Utah (the "City") and (iii) a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and as further supplemented by the Seventh Supplemental Indenture dated as of December 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture"), each between the Issuer and Zions Bancorporation, National Association, as trustee.

Capitalized terms used and not otherwise defined in this opinion have the meanings assigned to those terms in the Indenture.

The Series 2026 Project has been leased by the Issuer to the City on an annually renewable basis and with an option to purchase, exercisable by the City, pursuant to the terms of a Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease (the "Sixth Amendment to Lease" and collectively with the Master Lease as amended, the "Lease") between the Issuer and the City. Payments by the City under the Lease may be made only from funds which are budgeted and appropriated by the City for such purpose. Except to the extent payable from the proceeds of the Series 2026 Bonds and income from the investment thereof, the proceeds of certain insurance policies, performance bonds, condemnation awards and liquidation proceeds, if any, the Series 2026 Bonds are payable solely from, and are secured by a pledge of, rentals derived by the Issuer under the Lease. The Indenture provides that the Series 2026 Bonds and the interest thereon (i) are not general obligations, but are special, limited obligations of the Issuer, (ii) do not constitute an indebtedness of the City within the meaning of any constitutional provision or statutory limitation, and (iii) do not constitute or give rise to a pecuniary liability of the City or a charge against the general credit or taxing powers of the City. Neither the City nor the Issuer on its behalf has pledged the credit of the City to the payment of the Series 2026 Bonds or the interest thereon or rentals under the Lease.

Regarding questions of fact material to the opinions below, we have relied on the representations of the Issuer contained in the Indenture, on the certified proceedings and other certifications of representatives of the Issuer and the City and the certifications of others furnished to us without undertaking to verify them by independent investigation.

Based on the foregoing, we are of the opinion that:

1. The Issuer is a validly existing nonprofit corporation incorporated and existing pursuant to the Utah Revised Nonprofit Corporation Act, Title 16, Chapter 6a, the Utah Code Annotated 1953, as amended and as provided in the Local Building Authority Act Title 17D, Chapter 2, Utah Code Annotated 1953, as amended, with the power to execute the Indenture and perform the agreements on its part contained therein, and issue the Series 2026 Bonds.

2. The Indenture has been authorized, executed and delivered by the Issuer and constitutes a valid and binding obligation enforceable against the Issuer.

3. The Lease has been authorized, executed and delivered by the City and the Issuer, and constitutes a valid and binding obligation enforceable against the City and the Issuer.

4. The Series 2026 Bonds have been duly authorized and executed by the Issuer and are valid and binding limited obligations of the Issuer. The Series 2026 Bonds do not constitute a general obligation indebtedness of the Issuer or the City within the meaning of any State constitutional or statutory provision, limitation, or restriction. The Issuer has no taxing power.

5. The interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer and the City comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer and the City have covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds.

6. The interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

The rights of the owners of the Series 2026 Bonds and the enforceability of the Series 2026 Bonds and the Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors, and by equitable principles, whether considered at law or in equity.

We express no opinion regarding (a) the accuracy, adequacy or completeness of the Official Statement or other offering material relating to the Series 2026 Bonds, (b) the attachment, perfection, or priority of the lien on the rentals derived by the Issuer under the Lease or other funds created by the Indenture, or (c) the tax consequences arising with respect to the Series 2026 Bonds other than as expressly set forth in this opinion letter.

The opinions given in this opinion letter are given as of the date set forth above, and we assume no obligation to revise or supplement them to reflect any facts or circumstances that may later come to our attention, or any changes in law that may later occur.

Very truly yours,

APPENDIX F

PROVISIONS REGARDING BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Series 2026 Bonds. The Series 2026 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2026 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or its agent.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has S&P Global's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2026 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2026 Bonds, except in the event that use of the book-entry system for the Series 2026 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2026 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Series 2026 Bonds may wish to ascertain

that the nominee holding the Series 2026 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners.

Redemption notices shall be sent to DTC. If less than all of the Series 2026 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2026 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026 Bonds at any time by giving reasonable notice to the Authority or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

EXHIBIT C

FORM OF OFFICIAL NOTICE OF BOND SALE

OFFICIAL NOTICE OF BOND SALE

(Bond Sale to be Conducted Electronically)

Municipal Building Authority of the City of Hurricane, Utah

$23,595,000*

Lease Revenue Bonds, Series 2026

Bids will be received electronically (as described under "Procedures Regarding Electronic Bidding" below) by the Municipal Building Authority of the City of Hurricane, Utah (the "Issuer") at the offices of Zions Public Finance, Inc., Salt Lake City, Utah, the Municipal Advisor to the Issuer (the "Municipal Advisor") on the *PARITY*® bidding system ("*PARITY*®") at 9:30:00 a.m., Mountain Standard Time ("MST"), on Tuesday, December 8, 2026, for the purchase all or none ("AON") of $23,595,000* aggregate principal amount of the Issuer's Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"). The Series 2026 Bonds are to be issued pursuant to a General Indenture of Trust dated as of April 1, 1999 (the "General Indenture"), as heretofore supplemented and as further supplemented by the Seventh Supplemental Indenture dated as of December 1, 2026 (the "Seventh Supplemental Indenture" and together with the General Indenture, the "Indenture"), between the Issuer and Zions Bancorporation, National Association, as trustee, (the "Trustee") and to be payable from, and secured by, annually renewable lease payments ("Base Rentals") to be paid, subject to appropriation, by the City Council (the "Council") of the City of Hurricane, Utah (the "City"), pursuant to an annually renewable Master Lease Agreement dated as of April 1, 1999 (the "Master Lease"), as heretofore amended and as further amended by a Sixth Amendment to Master Lease (the "Sixth Amendment to Lease" and collectively with the Master Lease as amended, the "Lease"), between the Issuer (as lessor) and the City (as lessee), and other amounts held by Trustee under the Indenture as more fully described under "Security" herein.

The bids will be reviewed and considered by the Designated Officer (as defined in the resolution previously adopted by the governing body of the Issuer on October 1, 2026 (the "Resolution")).

Description of Series 2026 Bonds

The Series 2026 Bonds will be dated the date of delivery thereof, will be fully-registered bonds, in book-entry form, in denominations of $5,000 or integral multiples thereof, and will mature on September 1 of the years and in the principal amounts as follows:

Maturity (September 1)	Amount*	Maturity (September 1)	Amount*
2029	$245,000	2044	835,000
2030	255,000	2045	880,000
2031	435,000	2046	930,000
2032	460,000	2047	980,000
2033	480,000	2048	1,030,000
2034	505,000	2049	1,090,000
2035	535,000	2050	1,150,000
2036	560,000	2051	1,215,000
2037	590,000	2052	1,285,000
2038	620,000	2053	1,360,000
2039	650,000	2054	1,435,000
2040	685,000	2055	1,515,000
2042	720,000	2056	1,600,000
2043	755,000		
Total			$23,595,000*

* Preliminary; subject to change. See "Adjustment of Principal Amount of the Series 2026 Bonds" in this Official Notice of Bond Sale.

The Series 2026 Bonds will be issued in registered form and, when issued, will be registered in the name of The Depository Trust Company, New York, New York, or its nominee. The Depository Trust Company will act as securities depositary for the Series 2026 Bonds. Purchases of beneficial interests in the Series 2026 Bonds will be made in book-entry form in the denomination of $5,000 or any integral multiple thereof.

Term Bonds and Mandatory Sinking Fund Redemption at Bidder's Option

The Series 2026 Bonds scheduled to mature on two or more of the above-designated maturity dates may be rescheduled, at bidder's option, to mature as term bonds on one or more dates within that period, in which event the Series 2026 Bonds will mature and be subject to mandatory sinking fund redemption in such amounts and on such dates as will correspond to the above-designated maturity dates and principal amounts maturing on those dates, as adjusted.

Adjustment of Principal Amount of the Series 2026 Bonds

The Designated Officer, on behalf of the Issuer, may adjust the amount of the Series 2026 Bonds and the amount maturing on one or more of the maturity dates by the amount necessary to deliver approximately $24,000,000 of sale proceeds and to properly size each maturity of the Series 2026 Bonds so that the annual debt service on the Series 2026 Bonds better matches the anticipated revenues and payments; provided, however the adjustment of maturities with respect to Series 2026 Bonds maturing in any year in the principal amount of $1,000,000 or more, will not reduce such principal amount to an amount less than $1,000,000. The dollar amount of the price bid by the successful bidder may be changed as described below, but none of the interest rates specified by the successful bidder will change. A successful bidder may not withdraw its bid as a result of any changes made within these limits, and the Issuer will consider the bid as having been made for the adjusted amount of the Series 2026 Bonds. The dollar amount of the price bid will be changed so that the percentage net compensation to the successful bidder (i.e., the percentage resulting from dividing (a) the aggregate difference between the offering price of the Series 2026 Bonds to the public and the price to be paid to the Issuer, by (b) the principal amount of the Series 2026 Bonds) does not increase or decrease from what it would have been if no adjustment was made to the principal amounts shown above.

If the Issuer elects to make such an adjustment, the amount of such adjustment will be allocated to increase or decrease the principal amount of the Series 2026 Bonds maturing on one or more of the maturity dates for the Series 2026 Bonds as described above, all as determined by the Designated Officer, on behalf of the Issuer, with the advice of the Municipal Advisor. The Issuer expects to advise the successful bidder as soon as possible, but expects no later than 2:00 p.m., MST, on the date of sale, of the amount, if any, by which the aggregate principal amount of the Series 2026 Bonds will be adjusted and the corresponding changes to the principal amount of the Series 2026 Bonds maturing on one or more of the above-designated maturity dates for the Series 2026 Bonds. Any such adjustment will be in an amount of $5,000 or an integral multiple thereof. The Issuer will consider the bid as having been made for the adjusted amount of the Series 2026 Bonds.

To facilitate any adjustment in the principal amounts, the successful bidder is required to indicate by electronic means to the Municipal Advisor at mark.anderson@zionsbancorp.com within one-half hour of the time of bid opening, the amount of any original issue discount or premium on each maturity of the Series 2026 Bonds and the amount received from the sale of the Series 2026 Bonds to the public that will be retained by the successful bidder as its compensation.

Possible Rejection of All Bids

As described below under "Sale Reservations," the Issuer reserves the right to reject any and all bids and to resell the Series 2026 Bonds. In such case the Issuer may elect to negotiate a subsequent sale of the Series 2026 Bonds.

Ratings

The Issuer will, at its own expense, pay fees of S&P Global Ratings (S&P) for rating the Series 2026 Bonds. As of the date of the Preliminary Official Statement, S&P has assigned its municipal bond rating of [___] to the Series 2026 Bonds. *Any additional ratings shall be at the option and expense of the bidder.*

Purchase Price

The purchase price bid for the Series 2026 Bonds shall not be less than 100% of the principal amount of the Series 2026 Bonds. The final par amount of the Series 2026 Bonds may be adjusted (either increased or decreased) as provided above under "Adjustment of Principal Amount of the Series 2026 Bonds".

Interest Rates

The Series 2026 Bonds will bear interest at any number of different rates, any of which may be repeated, which rates shall be expressed in multiples of $1/8^{th}$ or $1/20^{th}$ of 1% per annum. In addition:

1. no rate bid may exceed 6.50% per annum;

2. all Series 2026 Bonds of the same maturity must bear a single rate of interest;

3. premium must be paid in the funds specified for the payment of the Series 2026 Bonds as part of the purchase price;

4. interest shall be computed from the dated date of a Series 2026 Bond to its stated maturity date at the single interest rate specified in the bid for the Series 2026 Bonds of such maturity;

5. the purchase price must be paid in immediately available funds and no bid will be accepted that contemplates the cancellation of any interest or the waiver of interest or other concession by the bidder as a substitute for federal funds;

6. [there shall be no supplemental interest coupons; and]

7. interest shall be computed on the basis of a 360-day year of 12, 30-day months.

Interest for the Series 2026 Bonds will be payable semiannually on March 1 and September 1 beginning March 1, 2027, at the rate or rates to be fixed at the time the Series 2026 Bonds are sold.

Trustee, Bond Registrar, and Paying Agent; Place of Payment

Zions Bancorporation, National Association, Salt Lake City, Utah, will be the trustee, paying agent, and bond registrar of the Series 2026 Bonds. So long as The Depository Trust Company, New York, New York ("DTC"), is the registered owner, DTC will, in turn, remit such principal and interest to its participants, for subsequent disbursements to the beneficial owners of the Series 2026 Bonds as described under the caption "THE SERIES 2026 BONDS—Book-Entry System" in the Issuer's Preliminary Official Statement with respect to the Series 2026 Bonds. Interest on the Series 2026 Bonds will be payable by check or draft mailed to the registered owners thereof (initially DTC) as shown on the registration books kept for the Issuer by the Registrar.

Redemption Provisions

Optional Redemption. The Series 2026 Bonds maturing on or after September 1, 2036, are subject to redemption at the option of the Issuer, in whole or in part, at any time on or after September 1, 2037, in such order of maturity as shall be directed 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 to the date of redemption.

Extraordinary Redemption in the Event of Damages, or Destruction or Condemnation of the Series 2026 Project. The Series 2026 Bonds are callable for redemption prior to maturity in whole on any date, if (i) the Series 2026 Project or a material portion thereof is damaged or destroyed or taken in a condemnation proceeding, or a material defect in the construction of the Series 2026 Project shall become apparent, or title to or the use of all or any material portion of the Series 2026 Project shall be lost by reason of a defect in title thereto, (ii) the net proceeds of any insurance policy, performance bond or condemnation award made available by reason of one or more such occurrences shall be insufficient to pay in full the cost of repairing or replacing such portion of the Series 2026 Project, and (iii) the City elects to discharge its obligation to repair and replace such portion of the Series 2026 Project by depositing such net proceeds into the bond fund established under the Indenture. Thereafter, monies so deposited in the bond fund, as well as all other moneys on deposit in any fund created under the Indenture with respect to the Series 2026 Project (except moneys held in the rebate fund or for the payment of Series 2026 Bonds not then deemed outstanding), shall be applied to the redemption of the Series 2026 Bonds at the earliest date practicable, as specified in a written notice from the Issuer to the Trustee. Any such redemption of the Series 2026 Bonds shall be made upon payment of all or a prorated portion of the principal amount thereof plus accrued interest thereon to the redemption date.

Security

The principal of, and premium (if any) and interest on, the Series 2026 Bonds are payable from, and secured by, annually renewable Base Rentals to be paid by the City pursuant to the Lease, subject to annual appropriation by the City Council of amounts sufficient to pay such Base Rentals and certain other amounts payable under the Lease. The Series 2026 Bonds are also payable from certain funds and accounts held under the Indenture.

The obligation of the City to pay any rentals is annually renewable as provided in the Lease and subject to annual appropriation by the City Council. Neither the obligation of the City to pay rentals nor the obligation of the Issuer to pay the Series 2026 Bonds will constitute a debt of the City or the State of Utah or any political subdivision thereof. The issuance of the Series 2026 Bonds does not directly or contingently obligate the City to pay any rentals. The Issuer has no taxing power.

Procedures Regarding Electronic Bidding

No bid will be accepted unless the Issuer has determined that such bidder has provided the requested Deposit, as the case may be, as described under "Good Faith Deposit" below.

Bids will be received by means of the *PARITY*® electronic bid submission system. A prospective bidder must communicate its bid electronically through *PARITY*® on or before 9:30:00 a.m. MST, on Tuesday, December 8, 2026. No bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in *PARITY*® conflict with this OFFICIAL NOTICE OF BOND SALE, the terms of this OFFICIAL NOTICE OF BOND SALE shall control. For further information about *PARITY*®, potential bidders may contact the Municipal Advisor or i–Deal LLC at 1359 Broadway, New York, New York 10018; (212) 849-5021. The time as maintained by *PARITY*® shall constitute the official time.

Each qualified prospective bidder shall be solely responsible to make necessary arrangements to access *PARITY*® for purposes of submitting its bid in a timely manner and in compliance with the requirements of this OFFICIAL NOTICE OF BOND SALE. Neither the Municipal Advisor, the Issuer nor i-Deal LLC shall have any duty or obligation to provide or assure such access to any qualified prospective bidder, and neither the Municipal Advisor, the Issuer nor i–Deal LLC shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, *PARITY*®. The Issuer is using *PARITY*® as a communication mechanism, and not as the Issuer's agent, to conduct the electronic bidding for the Series 2026 Bonds.

Notification

The Municipal Advisor will notify the apparent successful bidder(s) (electronically via *PARITY*®), or by telephone, as soon as possible after the Issuer's receipt of bids, that such bidder's bid appears to be the best bid received

which conforms to the requirements of this OFFICIAL NOTICE OF BOND SALE, subject to verification and to official action to be taken by certain authorized officers of the Issuer as described in the next succeeding paragraph.

The award of the Series 2026 Bonds to the successful bidder will be considered by the Designated Officer of the Issuer on Tuesday, December 8, 2026, pursuant to the Resolution.

Form of Bid

Each bidder for the Series 2026 Bonds is required to transmit electronically via *PARITY*® an unconditional bid specifying the lowest rate or rates of interest and confirm the purchase price (as described under "Purchase Price" above) at which the bidder will purchase the Series 2026 Bonds. Each bid must be for all the Series 2026 Bonds herein offered for sale.

For information purposes only, bidders are requested to state in their bids the effective interest rate for the Series 2026 Bonds represented on a TIC basis, as described under "Award" below, represented by the rate or rates of interest and the bid price specified in their respective bids.

No bids will be accepted in written form, by email or in any other medium or on any system other than by means of *PARITY*®; provided, however, that in the event a prospective bidder cannot access *PARITY*®, through no fault of its own, it may so notify the office of the Municipal Advisor by telephone at (801) 844-7377. Thereafter, it may submit its bid by telephone to the Municipal Advisor at (801) 844-7377, who shall transcribe such bid into written form or by email to the Municipal Advisor at mark.anderson@zionsbancorp.com, in either case before the time bids are due as stated above, on Tuesday, December 8, 2026. For purposes of bids submitted telephonically to the Municipal Advisor (as described above) or by email, the time as maintained by *PARITY*®, shall constitute the official time. Each bid submitted as provided in the preceding sentence must specify the interest rate or rates of the Bonds and the total purchase price of all of the Series 2026 Bonds. The Municipal Advisor will seal transcribed telephonic bids and email bids for submission. Neither the Issuer nor the Municipal Advisor assume any responsibility or liability from the failure of any such transcribed telephonic bid or email (whether such failure arises from equipment failure, unavailability of phone lines or otherwise). No bid will be received after the time for receiving such bids specified above.

If requested by the Municipal Advisor, the apparent successful bidder(s) will provide written confirmation of its bid (by electronic means) to the Municipal Advisor prior to 2:00 p.m., MST, on Tuesday, December 8, 2026.

Right of Cancellation

The successful bidder(s) shall have the right, at its option, to cancel its obligation to purchase the Series 2026 Bonds if the Issuer shall fail to execute the Series 2026 Bonds and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder(s) shall be entitled to the return of the Deposit.

Award

Award or rejection of bids will be made on Tuesday, December 8, 2026, by the Designated Officer of the Issuer. The Series 2026 Bonds will be awarded to the responsible bidder offering to pay the lowest effective interest cost to the Issuer, computed from the date of the Series 2026 Bonds to maturity and taking into consideration the premium or discount, if any, in the purchase price of the Series 2026 Bonds. The effective interest rate to the Issuer shall be the interest rate per annum determined on a per annum true interest cost ("TIC") based on the discounting of the scheduled semiannual debt service payments of the Issuer on the Series 2026 Bonds (based on such rate or rates of interest so bid) to the dated date of the Series 2026 Bonds, compounded semiannually, and to the bid price. Interest cost shall be computed on a 360-day year of twelve, 30-day months.

Good Faith Deposit

A good faith deposit (the "Deposit") in the amount of $250,000 is required only from the successful bidder(s). The Deposit shall be payable to the order of the Issuer in the form of a wire transfer in federal funds as instructed by

the Municipal Advisor no later than 12:00 noon, MST, on Tuesday, December 8, 2026. As an alternative to wiring funds, a bidder may deliver a cashier's or certified check, payable to the order of the Issuer. If a check is used, it must precede each bid. Such check shall be promptly returned to its respective bidder whose bid is not accepted.

The Issuer shall, as security for the faithful performance by the successful bidder(s) of its obligation to take up and pay for the Series 2026 Bonds when tendered, cash the Deposit check, if applicable, of the successful bidder(s) and hold the proceeds of the Deposit of the successful bidder(s), or invest the same (at the Issuer's risk) in obligations which mature at or before the delivery of the Series 2026 Bonds as described under the caption "Manner and Time of Delivery" below, until disposed of as follows: (a) at such delivery of the Series 2026 Bonds and upon compliance with the successful bidder's obligation to take up and pay for the Series 2026 Bonds, the full amount of the Deposit held by the Issuer, without adjustment for interest, shall be applied toward the purchase price of the Series 2026 Bonds at that time and the full amount of any interest earnings thereon shall be retained by the Issuer; and (b) if the successful bidder fails to take up and pay for the Series 2026 Bonds when tendered, the full amount of the Deposit plus any interest earnings thereon will be forfeited to the Issuer as liquidated damages.

Sale Reservations

The Issuer reserves the right: (i) to waive any irregularity or informality in any bid or in the bidding process; (ii) to reject any and all bids for the Series 2026 Bonds; and (iii) to resell the Series 2026 Bonds as provided by law.

Manner and Time of Delivery

The successful bidder(s) will be given at least five (5) business days advance notice of the proposed date of the delivery of the Series 2026 Bonds when that date has been determined. It is now estimated that the Series 2026 Bonds will be delivered in book-entry form on or about December 17, 2026. Delivery of the Series 2026 Bonds will be made in Salt Lake City, Utah. The successful bidder(s) must also agree to pay for the Series 2026 Bonds in federal funds which will be immediately available to the Issuer on the day of delivery.

CUSIP Numbers

It is anticipated that CUSIP numbers will be printed on the Series 2026 Bonds, at the expense of the Issuer, but neither the failure to print such numbers on any Series 2026 Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder(s) thereof to accept delivery of and pay for the Series 2026 Bonds in accordance with terms of this Official Notice of Bond Sale.

Tax-Exempt Status

In the opinion of Gilmore & Bell, P.C., Bond Counsel to the Issuer, the interest on the Series 2026 Bonds (including any original issue discount properly allocable to an owner thereof) (i) is excludable from gross income for federal income tax purposes and (ii) is not an item of tax preference for purposes of computing the federal alternative minimum tax. The opinions set forth in this paragraph are subject to the condition that the Issuer complies with all requirements of the Internal Revenue Code that must be satisfied subsequent to the issuance of the Series 2026 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all of these requirements. Failure to comply with certain of these requirements may cause the interest on the Series 2026 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2026 Bonds. Bond Counsel notes that interest on the Series 2026 Bonds may be included in adjusted financial statement income of applicable corporations for purposed of determining the applicability and amount of the federal corporate alternative minimum tax.

In the opinion of Bond Counsel, interest on the Series 2026 Bonds is exempt from State of Utah individual income taxes.

Establishment of Issue Price

The successful bidder shall assist the Issuer in establishing the issue price of the Series 2026 Bonds and shall execute and deliver to the Issuer on the date of issuance of the Series 2026 Bonds an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Series 2026 Bonds, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Issuer and Bond Counsel. All actions to be taken by the Issuer under this Official Notice of Bond Sale to establish the issue price of the Series 2026 Bonds may be taken on behalf of the Issuer by the Municipal Advisor identified herein and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

The Issuer intends that the provisions of Treasury Regulation Section 1.148–1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Series 2026 Bonds) will apply to the initial sale of the Series 2026 Bonds (the "competitive sale requirements") because:

(i) the Issuer shall disseminate this Official Notice of Bond Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;

(ii) all bidders shall have an equal opportunity to bid;

(iii) the Issuer may receive bids from at least three underwriters of municipal obligations who have established industry reputations for underwriting new issuances of municipal obligations; and

(iv) the Issuer anticipates awarding the sale of the Series 2026 Bonds to the bidder who submits a firm offer to purchase the Series 2026 Bonds at the highest price (or lowest interest cost), as set forth in this Official Notice of Bond Sale.

Any bid submitted pursuant to this Official Notice of Bond Sale shall be considered a firm offer for the purchase of the Series 2026 Bonds, as specified in the bid.

In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the successful bidder. The Issuer may determine to treat (i) the first price at which 10% of a maturity of the Series 2026 Bonds (the "10% test") is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Series 2026 Bonds as the issue price of that maturity (the "hold-the-offering-price rule"), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the Issuer if any maturity of the Series 2026 Bonds satisfies the 10% test as of the date and time of the award of the Series 2026 Bonds. The Issuer shall promptly advise the successful bidder, at or before the time of award of the Series 2026 Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Series 2026 Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Issuer determines to apply the hold-the-offering-price rule to any maturity of the Series 2026 Bonds. ***Bidders should prepare their bids on the assumption that some or all of the maturities of the Series 2026 Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Series 2026 Bonds.***

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Series 2026 Bonds to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Series 2026 Bonds, that the underwriters will neither offer nor sell unsold Series 2026 Bonds of any maturity to which the hold-the-offering-price rule shall apply 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 underwriters have 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 successful bidder 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.

If the competitive sale requirements are not satisfied, then until the 10% Test has been satisfied as to each maturity of the Series 2026 Bonds, the successful bidder agrees to promptly report to the Issuer the prices at which the unsold Series 2026 Bonds of that maturity have been sold to the public. If as of the award of the Series 2026 Bonds the 10% Test has not been satisfied as to any maturity of the Series 2026 Bonds, the successful bidder agrees to promptly report to the Issuer the prices at which it subsequently sells Series 2026 Bonds of that maturity to the public until the 10% Test is satisfied. If Series 2026 Bonds constituting the first 10% of a certain maturity are sold at different prices, the successful bidder shall report to the Issuer the prices at which Series 2026 Bonds of such maturity are sold until either (i) all Series 2026 Bonds of that maturity have been sold or (ii) the successful bidder sells 10% of the Series 2026 Bonds of such maturity at a single price. The successful bidder's reporting obligation shall continue as set forth above, whether or not the date of issuance of the Series 2026 Bonds has occurred provided that, the successful bidder's reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel.

The Issuer acknowledges that, in making the representations set forth above, the successful bidder will rely on (i) the agreement of each underwriter 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 an agreement among underwriters and the related pricing wires, (ii) 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 (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that 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 each underwriter shall be solely liable for its failure to comply with its agreement regarding 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, and that no underwriter shall be liable for the failure of any other underwriter, or 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.

By submitting a bid, each bidder confirms that any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) 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 underwriter, 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) to report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity; provided that, the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder,

(B) to promptly notify the successful bidder of any sales of Series 2026 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),

(C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the successful bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public; and

(D) any agreement among underwriters or 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 underwriter or 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 report the prices at which it sells to the public the unsold Series 2026 Bonds of each maturity allocated to it, whether or not the date of issuance has occurred, until either all Series 2026 Bonds of that maturity allocated to it have been sold or it is notified by the successful bidder or such underwriter that the 10% Test has been satisfied as to the Series 2026 Bonds of that maturity; provided that the reporting obligation after the date of issuance may be at reasonable periodic intervals or otherwise upon request of the successful bidder or such underwriter.

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 Official Notice of Bond Sale. Further, for purposes of this Official Notice of Bond Sale:

(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 that the Series 2026 Bonds are awarded by the Issuer to the successful bidder.

Legal Opinion and Closing Documents

The approving opinion of Gilmore & Bell, P.C., Bond Counsel, covering the legality of the Series 2026 Bonds will be furnished to the successful bidder(s) without charge. There will also be furnished the usual closing certificates dated as of the date of delivery of and payment for the Series 2026 Bonds, including letters from the attorney for the City and for the Issuer that there is no litigation pending or, to the knowledge of the signer thereof, threatened, affecting the validity of the Series 2026 Bonds.

Disclosure Certificate and Disclosure Counsel Letter

The Issuer will deliver to the successful bidder(s) a certificate of officer(s) of the Issuer, dated the date of the delivery of the Series 2026 Bonds, stating that as of the date thereof, to the best of the knowledge and belief of said officer(s): (a) the descriptions and statements contained in the Preliminary Official Statement circulated with respect

to the Series 2026 Bonds were at the time of the acceptance of the bid true and correct in all material respects and did not at the time of the acceptance of the bid contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (b) the descriptions and statements contained in the final Official Statement are at the time of delivery of the Series 2026 Bonds true and correct in all material respects and do not at the time of the delivery of the Series 2026 Bonds contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, should the final Official Statement be supplemented or amended subsequent to the date thereof, the foregoing confirmation as to the final Official Statement shall relate to the final Official Statement as so supplemented or amended.

The Issuer has retained Gilmore & Bell, P.C. to act as disclosure counsel to the Issuer with respect to the Series 2026 Bonds and as such disclosure counsel, such firm will assist the Issuer in the review of the contents of the Preliminary Official Statement and final Official Statement. Gilmore & Bell, P.C. will deliver a letter to the successful bidder for the Series 2026 Bonds with respect to the Preliminary Official Statement and the final Official Statement which will state, in effect, that, while the firm has not verified and is not passing upon, and does not assume responsibility for, the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the final Official Statement, based upon participation in conferences and in reliance thereon with various representatives of the Issuer and the City, counsel to the Issuer and the City, and representatives of the Municipal Advisor for the Issuer at which the contents of the Preliminary Official Statement and the final Official Statement were discussed and reviewed, without independent verification, no facts came to the attention of the attorneys of such firm rendering legal services in connection with such retention which lead such attorneys to believe that either (a) the Preliminary Official Statement as of its date contained any untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or (b) the final Official Statement as of its date contained, or as of the date of the delivery of the Series 2026 Bonds contains, any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. However, such firm will not be called upon to and will not express an opinion or belief as to information relating to the book-entry system or the expressions of opinion, the assumptions, the projections, financial statements (including notes and schedules thereto) or other financial, numerical, demographic or statistical data contained in the Preliminary Official Statement and the final Official Statement.

Official Statement

Copies of the Issuer's Preliminary Official Statement may be obtained as specified below prior to the time bids are taken. The Preliminary Official Statement is in a form "deemed final" by the Issuer for purposes of paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission, but is subject to revision, amendment and completion in a final Official Statement.

The Issuer shall deliver to the successful bidder(s) no later than the seventh (7^{th}) business day after the award of the Series 2026 Bonds as described under the caption "Award" above, a final Official Statement in electronic format, to comply with paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission and the rules of the Municipal Securities Rulemaking Board.

Continuing Disclosure Undertaking

Pursuant to Securities and Exchange Commission Rule 15c2-12, the Issuer will undertake in a Continuing Disclosure Undertaking to provide certain ongoing disclosure, including annual operating data and financial information (including audited financial statements) and notices of the occurrence of certain material events. A description of the undertaking is set forth in the Preliminary Official Statement.

Compliance with Public Contract Boycott Restrictions

To the extent the winning bid for the Series 2026 Bonds constitutes a contract to acquire or dispose of a good or service for which written certification is required under Section 63G-27-201 of the Utah Code, the bid submitted by the successful bidder shall be deemed to be the written certification by the successful bidder and any syndicate

member, including any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the successful bidder or any syndicate member (collectively, the "Successful Bidder"), that:

(a) the Successful Bidder is not currently engaged in (i) a Boycott of the State of Israel; or (ii) an Economic Boycott;

(b) the Successful Bidder agrees not to engage in a Boycott of the State of Israel for the duration of such contract; and

(c) the Successful Bidder agrees to notify the Issuer in writing if the Successful Bidder begins engaging in an Economic Boycott (which notice may be grounds for termination of the contract).

For purposes of this Official Notice of Bond Sale:

"Boycott Action" means refusing to deal, terminating business activities, or limiting commercial relations.

"Boycott of the State of Israel" means engaging in a Boycott Action targeting (i) the State of Israel; and (ii)(A) companies or individuals doing business in or with the State of Israel; or (B) companies authorized by, licensed by, or organized under the laws of the State of Israel to do business.

"Boycotted Company" means a company that (i) engages in the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, mining, or agriculture; (i) engages in, facilitates, or supports the manufacture, distribution, sale, or use of firearms; (iii) 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 (iv) does not facilitate or commit to facilitate access to abortion or sex characteristic surgical procedures.

"Economic Boycott" means, without an ordinary business purpose (i) engaging in a boycott action targeting (A) a Boycotted Company; or (B) another company because the company does business with a Boycotted Company; or (ii) taking an action intended to penalize, inflict economic harm to, or change or limit the activities of (A) a Boycotted Company; or (B) another company because the company does business with a Boycotted Company.

Certain other terms used herein and not otherwise defined have the meanings assigned such terms in Section 63G-27-102 of the Utah Code. At the request of the Issuer, the Successful Bidder agrees to execute such further written certification as may be deemed necessary or convenient for the Issuer to establish compliance with Title 63G, Chapter 27 of the Utah Code.

Additional Information

For copies of this Official Notice of Bond Sale and the Preliminary Official Statement and information regarding the electronic bidding procedures and other related information, contact Mark Anderson (mark.anderson@zionsbancorp.com), Zions Public Finance, Inc., One South Main Street, 18th Floor, Salt Lake City, Utah 84133; (801) 844-7377; the Municipal Advisor to the Issuer.

DATED this November 24, 2026.

MUNICIPAL BUILDING AUTHORITY OF HURRICANE CITY, UTAH

HURRICANE CITY, UTAH

EXHIBIT A

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF PURCHASER] (herein, the "Original Purchaser"), as the Original Purchaser of the $_____ Lease Revenue Bonds, Series 2026 (the "Series 2026 Bonds"), being issued on the date of this certificate by the Municipal Building Authority of Hurricane City, Utah (the "Issuer"), certifies and represents as follows:

1. Public Offering. The Original Purchaser offered all of the Series 2026 Bonds to the Public (as defined below) in a bona fide initial offering.

2. Reasonably Expected Initial Offering Price. As of the sale date of the Series 2026 Bonds (_____, 2026) (the "Sale Date"), the reasonably expected initial offering prices of the Series 2026 Bonds to the Public by the Original Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Series 2026 Bonds used by the Original Purchaser in formulating its bid to purchase the Series 2026 Bonds.

[2. [*To be used if there are not at least 3 bids received*] [As of the date of this certificate, the first price at which at least 10% of [the indicated maturities] of the Series 2026 Bonds was sold to the Public are the prices listed in Schedule A.] or

[As of the date of this certificate, the Original Purchaser has not sold at least 10% of [each maturity] [certain maturities] of the Series 2026 Bonds at any price (the "Undersold Maturities"). For each Undersold Maturity listed on Schedule A the Original Purchaser will provide the price or prices at which the first 10% of each such Undersold Maturity was sold to the Public promptly following the date that the first 10% of each such Undersold Maturity is sold to the Public.]]

3. Defined Terms.

(a) *Maturity* means Series 2026 Bonds with the same credit and payment terms. Series 2026 Bonds with different maturity dates, or Series 2026 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(b) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" as defined in U.S. Treasury Regulation Section 1.1501(b) which generally provides that the term related party means any two or more persons who have greater than 50% common ownership, directly or indirectly.

(c) *Underwriter* means (i) 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 (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph 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).

On the Sale Date the Original Purchaser purchased the Series 2026 Bonds from the Issuer by submitting electronically an "Official Bid Form" responsive to an "Official Notice of Bond Sale" and having its bid accepted by the Issuer. The Issuer has not modified the terms of the purchase since the Sale Date.

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate and with respect to compliance with the federal income tax rules affecting the Series 2026 Bonds, and by Bond Counsel in connection with rendering its opinion that the interest on the Series 2026 Bonds is excluded from gross income for federal income tax purposes, the preparation of the

Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2026 Bonds.

IN WITNESS WHEREOF, the undersigned has hereunto fixed his or her official signature this _____ day of _____, 2026.

[PURCHASER], as Original Purchaser

By:_____

Title: _____

Dated: [ISSUE DATE]

To Be Attached:

SCHEDULE A—EXPECTED OFFERING PRICES

HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date: November 5, 2026

Item: Land & Water Conservation Fund (LWCF) Grant Agreement

Discussion: The City successfully applied for a grant through LWCF to purchase the 83-acre parcel that includes the “H” on the Hurricane Hill. Anticipating this, the City entered into a purchase agreement to buy the property for approximately $800,000, with the grant covering 50% of the cost. The LWCF program requires grant recipients that purchase property to create a conservation easement on the property with certain specific requirements that are contained in the agreement. The City Attorney reviewed the agreement and submitted a short-list of the provisions the City would be agreeing to in order to receive the funds:

- The property will be deed restricted and only may be used for public outdoor recreational use in perpetuity.
- The City must get permission from the Utah Division of Outdoor Recreation before constructing any facilities, structures, roads, trails, etc.
- All utility lines must be underground.
- The City is “solely responsible for ensuring compliance with the LWCF Act, LWCF Grant Requirements, Department of Interior General Award Terms and Conditions.”
- The City must maintain roads and structures in a manner to provide access and avoid deterioration.
- The City must maintain a separate ledger for the project to show how the initial federal funds are being utilized, and there are reporting and accounting requirements.

Findings: The City Attorney had no objections to the terms in the contract as long as we understand and commit to the terms. The closing deadline in the purchase contract is December 1, so time is of the essence to execute the LWCFcontract and schedule a closing on the property purchase.

Recommendation: Staff recommends approval of the contract. – Arthur LeBaron

Vendor: 87633D
Commodity Code: 99999

Land and Water Conservation Fund Grant Agreement
Between the State of Utah and Hurricane City

H-Property Acquisition
Project Title

49-00425
Project Number

10/20/2026 - 08/28/2026
Project Period

Local Sponsor's Total Direct Project Cost	**$830,000.00**
Local Sponsor's Cost Share (50%)	**$415,000.00**
Federal Cost Share (50%)	**$415,000.00**
Net Reimbursement to Local Sponsor	**$415,000.00**

TIDS AGREEMENT ("Project Agreement") is made between the state of Utah, Department of Natural Resources, Division of Outdoor Recreation ("DOR"), and Hurricane City ("Local Sponsor"), qualifying under this Project Agreement either as an agency or a political subdivision of the state of Utah.

PURPOSE

Local Sponsor is the subrecipient of grant funds from the National Park Service ("NPS"), Land and Water Conservation Fund ("LWCF") State Assistance Program, in which DOR is the primary recipient of the grant. The LWCF Fund is administered pursuant to the Land and Water Conservation Fund Act, 54 U.S.C. § 200305, and its implementing regulations (collectively "the LWCF Act"). This Project Agreement is made pursuant to LWCF NOA #P26AP01790-00, 49-00425 (the "LWCF Grant"). The purpose of this Project Agreement is to establish terms and conditions under which the LWCF Grant will be administered and managed between DOR and the Local Sponsor, both during the application process, active grant period, and post-grant period, which obligates the Local Sponsor in perpetuity.

DOR is responsible for compliance with the LWCF Act and LWCF Grant requirements, operating, managing, and coordinating the federal LWCF grant program through the State Liaison Officer ("SLO") or Alternative State Liaison Officer ("ALSO"). **Pursuant to the LWCF Act and this Project Agreement, regardless ofDOR's compliance on a state level, Local Sponsor is solely responsible for ensuring compliance with the LWCF Act, LWCF Grant Requirements, Department ofInterior General Award Terms and Conditions Effective December 2, 2019-revised May 1, 2026 and July 1, 2026, and the provisions, policies, and procedures contained in The Land and Water Conservation Fund State Assistance Program Federal Financial Assistance Manual (https://www.nps.gov/subiects/lwcf/lwcf-manual.htm which became effective on May 1, 2026 and is amended as ofJuly 1, 2026 ("The LWCF Manual") as it relates to any activities undertaken pursuant to this Project Agreement. The LWCF Manual is applicable to the Project Sponsor's implementation and continued**

maintenance of the Project. Local Sponsor should carefully read and understand the LWCF Manual, which is hereby incorporated into this Project Agreement by reference. Local Sponsor is responsible for compliance with Section 70914 of the Bipartisan Infrastructure Law (Build America, Buy America), P.L. 117-58 and 2 CFR Part 184, and any other federal or state requirements, as applicable. These requirements are set forth in the LWCF Manual.

STATEMENT OF WORK

1. Local Sponsor agrees to the following scope of work for the H-Property Acquisition ("the Project"):

    a. The acquisition of approximately 83 acres located along the Hurricane Cliffs for outdoor recreation.

PROJECT EXECUTION

1. As stated in the LWCF Act, sites receiving assistance are to be **opened, operated, and maintained in perpetuity for "public outdoor recreation use," or be replaced by lands of equal market value and recreation usefulness.**

2. The boundary map and associated deeds are the legal description of the area that is being protected in perpetuity by the LWCF Act. Sufficient detail acceptable to DOR and NPS is required so as to legally identify the lands afforded protection under the LWCF Act, such as a metes and bounds survey description. The LWCF Act states that the property acquired, developed, or improved with LWCF assistance shall not be converted to uses other than public outdoor recreation.

3. The Local Sponsor understands and acknowledges that the boundary map must be provided to the offices of the locality where the property at issue is located as well as to the NPS and DOR. The boundary map must show the area being placed under the protection of the LWCF Act. In most instances, the boundary encompasses an entire park being acquired or developed with LWCF assistance funds. A copy of the boundary map is attached to this Project Agreement as Attachment A.

4. The Local Sponsor must record in the deed of the property (for acquisition projects) an acknowledgment that the area is encumbered by the requirements of the LWCF Act, or record similar language in a restrictive covenant (for development projects). Deed and/or restrictive covenant documents and/or language will be provided to Local Sponsor by DOR.

5. The Local Sponsor must possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion pursuant to the LWCF Act will not occur without its knowledge, state review, and NPS decision. Such assurances are contained in the LWCF General Provisions included as part of the federal agreement that is attached herein.

6. The Local Sponsor must provide DOR with a description of all easements, rights-of-way, leases, subsurface rights (e.g. mineral), reversionary interests, and any other agreements that convey rights to non-public and/or non-recreation interests to access or use of the area proposed within the LWCF boundary area and, if DOR deems it necessary, a description from Local Sponsor's counsel stating that Local Sponsor has the authority to

enter into a grant contract that requires a provision of replacement land if the outstanding rights or reversionary interests are exercised in such a manner that results in a conversion under the LWCF Act.

7. When, at the time of project completion, but before NPS final approval for completion, it is known that outstanding property rights held by others are or will be exercised and that such exercise impacts only a portion of the proposed LWCF boundary area, the impacted area and access to it must be clearly excluded on the LWCF boundary map and accompanied by an explanation of why it is not intended to be subject to the provisions of the LWCF Act.

8. **The LWCF Act states that no property acquired or developed with assistance under this section shall, without the approval of the Secretary of the Interior, be converted to other than public outdoor recreation uses. Therefore, regardless of whether a conversion of use process has been initiated by Local Sponsor, in the event the NPS determines that conversion of use has occurred on the real property that is the subject of this Project Agreement, Local Sponsor shall be liable to DOR to undertake whatever actions NPS or DOR deems necessary to fully address and remedy the conversion and to bring the project into compliance with LWCF Act and LWCF Grant requirements including, if applicable, full replacement of the project.**

9. By executing this Project Agreement, the Local Sponsor, pursuant to the LWCF Grant, agrees to be bound by the provisions, policies, and procedures contained in the LWCF Manual, which pertain to the Local Sponsor's management and maintenance of the project. These include, but are not limited to, provisions, policies, and procedures pertaining to acquisition and development project eligibility; proposals, environmental review, and federal compliance; cost principals; application and evaluation procedures; project administration and financial management; and post-completion stewardship. **Local Sponsor understands, acknowledges, and agrees that to the extent the LWCF Manual requires Local Sponsor to assist or cooperate with DOR to ensure DOR's compliance with the requirements of the LWCF Act or the LWCF Manual, or requires Local Sponsor to take direct action to comply with provisions of the LWCF Act or LWCF Manual, Local Sponsor will assist, corporate, or take any direct action necessary to comply with the LWCF Act or LWCF Manual's provisions or requirements.**

10. Local Sponsor understands and acknowledges that DOR has the responsibility to administer the LWCF Grant at issue pursuant to the LWCF Act, other applicable federal laws and regulations, and the LWCF Manual. Local Sponsor also understands and acknowledges that DOR is obligated to administer the LWCF Grant at issue pursuant to its contract with NPS, a copy of which is attached hereto as Attachment B. Local Sponsor understands and acknowledges that it is the subgrantee/recipient of the federal monies that are the subject of the LWCF Grant. Local Sponsor agrees that to the extent DOR's obligations to NPS under the contract attached as Attachment B are predicated or dependent on the performance of any obligation or action by Local Sponsor as the recipient/subgrantee, Local Sponsor will take any action requested by DOR if such action is predicate or necessary to ensuring DOR's compliance with its contractual obligations to NPS under the contract attached as Attachment B.

11. Local Sponsor shall defend and indemnify DOR and the State of Utah, and their officers, agents, and employees against, and hold the same free and harmless from, any and all

claims, demands, losses, costs, attorney fees, defense costs, and/or other expenses due to, or arising out of, either in whole or in part, whether directly or indirectly, the planning, organization, development, construction, operation, or maintenance of the Project.

12. In the event of default by the Local Sponsor which default is not cured by Local Sponsor within thirty (30) days after receipt of written notice from the ASLO/SLO or DOR, DOR may, in addition to any other remedies, take possession of the Project and construct, operate or maintain the Project as DOR may deem necessary to fulfill requirements of NPS, and Local Sponsor agrees to reimburse DOR for any costs or expenses incurred by the State thereby.

13. Local Sponsor will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procedures conform to applicable Federal law and standards contained in the LWCF Manual. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.

14. All solicitations for offers and bids for construction or contracts or agreements associated with the acquisition or development of the Project shall:

    a. Comply with the Build America, Buy America Act (BABA) (Public Law 117-58, Title IX, Subtitle A)(if applicable);

    b. Include suitable provisions for termination by the Local Sponsor, including the manner by which it will be effectuated and the basis for settlement;

    c. Include a provision that provides for termination due to default;

    d. Include conditions under which the contract may be terminated due to circumstances beyond the control of the contractor; and

    e. Include a provision to the effect that the sponsor, the State of Utah, the Comptroller of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor, which are directly pertinent to the Project, for the purpose of making audits, examination, excerpts, and transcriptions.

15. Development plans and specifications shall be furnished to the ASLO/SLO or DOR upon request.

16. The Local Sponsor shall permit periodic site visits by the SLO/ASLO or DOR to ensure work progress in accordance with the approved Project, including a final inspection upon Project completion and subsequent compliance inspections after Project completion.

17. In the event funds should not be available for future stages of the Project, the Local Sponsor shall bring the Project to a point of usefulness agreed upon by the Local Sponsor and the ASLO/SLO.

18. All significant deviations from the Project proposal shall be submitted to the ASLO/SLO for approval prior to taking any action required by the deviation(s).

19. Any new utility lines shall be placed underground as opposed to overhead on any property acquired or developed with assistance under this Project Agreement, both during and subsequent to the Project period herein disclosed.

20. The acquisition cost ofreal property shall be based upon the appraisal of a competent appraiser pursuant to the provisions outlined in the LWCF Manual. Reports of such appraisers shall be furnished to the ASLO/SLO for approval by the State before Federal Fund assistance is disbursed.

21. Local Sponsor shall secure completion of work in accordance with the approved construction plans and specifications, and shall comply with all applicable Federal, State, and local laws and regulations, including but not limited to:

    a. The National Environmental Policy Act of 1969, as amended. (P.L. 91-190, 42 (U.S.C. 4321 *et. seq.);*

    b. The Endangered Species Act of 1973 (16 U.S.C. Sec 1531 et. seq.);

    c. Executive Order 11988-Floodplain Management;

    d. Executive Order 11990, Protection of Wetlands, as amended (42 U.S.C. 4321 *et seq.);*

    e. The Architectural Barriers Act of 1968 (Public Law 90-480);

    f. The LWCF Program Post-Completion Compliance Responsibilities (36 CFR Part 59);

    g. Executive Order 11514, Protection and Enhancement of Environmental Quality (March 5, 1970);

    h. Executive Order 14154, Unleashing American Energy (2025);

    1. Executive Order 11593, Protection and Enhancement of the Cultural Environment;

    J. The Flood Disaster Protection Act of 1973 (12 U.S.C. Sec. 24. 1701-1 Supp., 42 U.S.C. Sec. 4001 *et. seq.);*

    k. The National Historic Preservation Act, as amended (54 U.S.C. § 300101 *et seq.);*

    l. The Federal Act for Protection and Restoration of Estuarine Areas (P.L. 90-454);

    m. Wild and Scenic Rivers Act of 1968 as amended (P.L. 90-542) (16 U.S.C. Sec. 1271 *et. seq.);*

    n. The Rivers and Harbors Act of 1899, as amended (33 U.S.C. § 401 *et seq.);*

    o. Department of the Interior Section 504 Regulations (43 CFR Part 17);

p. Secretary's Order 3175 and ECM 95-2, regarding environmental impacts on Indian Trust Resources;

q. Executive Order 12372, Intergovernmental Review of Federal Programs;

r. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.);*

s. The Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.);*

t. The Antiquities Act of 1906 (54 U.S.C. § 320301-320303);

u. The Americans with Disabilities Act of 1990, as amended (Public Law 101-336, 42 U.S.C. § 12101 *et seq.);*

v. The Archaeological and Historic Preservation Act of 1974, as amended (54 U.S.C. § 312501-312508);

w. Executive Orders 11625, 12138, and 12432, pertaining to contract awards to small, minority, and women's business enterprises, and labor surplus area firms;

x. Emergency Wetlands Resources Act of 1986, as amended (16 U.S.C. § 3901 *et seq.);* and

y. All other executive orders, Federal or State laws, guidelines, or requirements with which the State of Utah or Local Sponsor, as recipient/subgrantee, are required to comply pursuant to the provisions of the LWCF Act or LWCF Manual.

22. By signing this agreement, the Local Sponsor certifies that it will comply with all Federal and State laws relating to nondiscrimination as outlined in Section V of the Department of Interior Standard Award Tenns and Conditions.

23. Local Sponsor shall do the following to facilitate DOR assistance of the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended: (a) consult with the State Historic Preservation Office and/or the Tribal Historic Preservation Office on the conduct of any necessary investigations to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are within the proposed area of potential effect of the proposed action *(see* 36 C.F.R. Part 800), conduct such investigations and to notify the Federal grantor agency of the existence of any such properties, and (b) comply with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

24. Local Sponsor shall comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, 94 Stat. 1894 (1970)), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under this Project Agreement.

PROJECT COSTS

1. Local Sponsor hereby represents to and assures DOR and SLO/ASLO that it has available sufficient funds to meet its share of the cost of the Project and has the good faith intention of using such funds for completing the Project and that no financial assistance has been received, promised, or committed under any other Federal program with regard to the specific proposals covered by this Project Agreement.

2. The Local Sponsor will prepare and submit billing statements of eligible Project expenditures to the ASLO/SLO. An amount up to _____ of federal funding/participation will be assessed to each billing for State Administrative Costs. Local Sponsor is required to match the administrative cost assessment identified on page one (1) of this Project Agreement with eligible project expenditures. The entire amount assessed will be withheld from Federal Funds received from NPS in response to the billing, thus precluding the need for the Local Sponsor to advance its share of such administrative costs. Funds so received will be used to defray the costs of program administration.

3. The ASLO/SLO will release to the Local Sponsor all Federal Funds received for this Project except for State Administrative Costs. Final billings cannot be remitted until the Project is 100 percent complete and the NPS has approved the release of the funds.

4. The Local Sponsor agrees to make immediate monetary restitution for any disallowances of costs or expenditures on unauthorized activities that are disclosed through audit or inspection by the ASLO/SLO, DOR, or NPS.

5. The Local Sponsor must submit eligible costs and expenditures equaling or exceeding the Local Sponsor's Total Direct Project Cost, as detailed on page one (1) of this contract, before the project can be closed out by the ASLO/SLO.

6. Project costs eligible for assistance shall be determined upon the basis of criteria set forth in the LWCF Manual, the LWCF Act, or in written regulations which may be provided by the ASLO/SLO.

PROJECT ADMINISTRATION

1. Local Sponsor shall promptly submit such reports and in such form as the ASLO/SLO may request.

   Performance Progress Reports Submission Schedule:

Reporting Period	Type	Due Date
10/01/2026 - 09/30/2027	Annual	12/29/2027
I0/1/2027 to 09/30/2028	Annual	12/29/2028
8/28/2026 to 08/27/2029	Final	12/25/2029

2. Interest earned on funds granted pursuant to this Project Agreement shall not be available for expenditure by the Local Sponsor but shall be disposed of according to instructions issued by the ASLO/SLO.

3. The Local Sponsor may ordinarily dispose of Project income, which is derived from recreation sources such as admission and entrance fees, user charges, and proceeds for concession operations. However, if the Project involves the acquisition of assets (e.g., buildings, timber, a growing grain crop, etc.), which are not essential to the development ofrecreational uses within the Project area and disposal of such capital assets will result in financial return to the Local Sponsor, such disposals must be completed prior to the submission of the final billing to the NPS and proceeds from the disposition credited to the Project cost at the time of this final settlement.

PROJECT TERMINATION

1. The Local Sponsor may, upon written notice to the ASLO/SLO, unilaterally rescind this Project Agreement at any time prior to the commencement of the Project. After Project commencement, this Project Agreement may be rescinded, modified, or amended only by mutual agreement. The Project shall be deemed commenced when the Local Sponsor makes any expenditure or incurs any obligation with respect to the Project.

2. Failure by the Local Sponsor to comply with the terms of this Project Agreement may be cause for the suspension of all obligations of the United States or DOR and may result in a declaration by the ASLO/SLO that the Local Sponsor is ineligible to receive Federal Funds for future projects.

3. Failure by the Local Sponsor to comply with the terms of this Project Agreement shall not be cause for the suspension of all obligations of the United States or DOR hereunder if, in the judgment of the SLO, such failure was due to no fault of Local Sponsor.

CONFLICT OF INTEREST

1. No official or employee of the State or the Local Sponsor who is authorized in their official capacity to negotiate, make, accept, approve, or take part in such decisions regarding a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.

2. No person performing services for the Local Sponsor, in connection with this Project shall have a financial or other interest other than their employment or retention by the Local Sponsor, in any contract or subcontract in connection with this Project.

3. No officer or employee of such person retained by the Local Sponsor shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed upon the public records of the Local Sponsor, and such officer, employee or person has not participated in the acquisition for or on behalf of the Local Sponsor shall be responsible for enforcing the above conflict of interest provisions.

FINANCIAL RECORDS

1. The Local Sponsor shall maintain a separate Project ledger of expenditures with supporting documents and records clearly referenced. Copies of such ledgers, documents, and records shall be provided with each billing to the ASLO/SLO which will support expenditures claimed. Original ledgers of expenditures, supporting documents, and all Project records shall be made available to the ASLO, SLO, NPS, or their representatives for auditing or examination at reasonable times, and shall be retained by

the Local Sponsor for three years following Project termination and performance of a final audit by NPS.

2. The Local Sponsor may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the LWCF Manual and written regulations of the State which may be provided by the ASLO/SLO.

3. Interim billings may be submitted to the ASLO/SLO after completion of each element of work, payment on a contract, or payment for each parcel of land. Final billing must be submitted within 60 days after the Project period expires or all work covered by the Project has been completed, whichever shall occur first. Billings must be prepared and submitted by the department responsible for maintaining the Local Sponsor's overall financial records and certified by the signature of the officer responsible for such records.

4. Financial Report Cycle - Financial reporting on the project is due:

Reporting Period	Type	Due Date
10/01/2026 to 9/30/2027	Annual	12/29/2027
10/1/2027 to 09/30/2028	Annual	12/29/20258
08/28/2026 to 08/27/2029	Final	12/25/2029

USE OF FACILITIES

1. The Local Sponsor agrees that the Project described in the dated project boundary map (Attachment A) is being acquired or developed with Land and Water Conservation Fund assistance and shall not be converted to other than public outdoor recreation use but shall be maintained for public outdoor recreation in perpetuity. If the Local Sponsor removes the Project from outdoor public recreation either through the sale of the project area or conversion to non-outdoor public recreation, the Local Sponsor acknowledges they are responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility.

2. Any replacement of the Project, in whole or in part, must be completed in compliance with the LWCF Manual and the LWCF Act. All conversion/replacement processes must be coordinated through the ALSO/SLO and with the approval of the SLO.

3. The Local Sponsor acknowledges that this Land and Water Conservation Fund Project encumbers the property described in the Project Agreement and requires the project sponsor to maintain the property consistent with the LWCF Act. The property shall be operated and maintained so as to appear attractive and inviting to the public. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards. Properties shall be kept reasonably safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained at levels reasonable to prevent injury or death to users. Buildings, roads, trails, and other structures and improvements shall be kept in reasonable repair throughout their estimated useful life so as to prevent undue deterioration.

4. The Local Sponsor will comply with all Federal and State laws relating to nondiscrimination. These laws include but are not limited to, Title VI of the Civil Rights

Act of 1964 (42 U.S.C. 2000d-l), which prohibits discrimination on the basis of race, color, sex, or national origin; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability; the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 *et. seq.),* which prohibits discrimination on the basis of age; and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, sex, national origin, disability, or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by Local Sponsor.

CONTACT INFORMATION

1. Questions or correspondence with this contract or the LWCF project/program can be made to the following:

Address:	Utah Division of Outdoor Recreation LWCF Grant Coordinator (ASLO)-Evan Beitsch 1594 W. North Temple, Suite 110 Salt Lake City, UT 84114
Phone:	385-835-0778
E-Mail:	ebeitsch@utah.gov

2. Local Sponsor Contact Information:

Address:	Hurricane City % Arthur LeBaron 147N870W Hurricane, UT 84737
Phone:	435-632-3462
E-Mail:	Arthur@hurricane.utah.gov

PROJECT BILLING AND REIMBURSEMENTS - GENERAL REQUIREMENTS

1. Specific instructions for billing and reimbursement forms/procedures can be obtained from the LWCF Grant Coordinator (see above).

2. Progress billings are to be submitted to the Utah Division of Outdoor Recreation for reimbursement after expenditures have been made. Reimbursement will be made for 50% of eligible costs billed, less state administrative costs.

3. Final billing must be submitted within 60 days after the project period expires, or all work has been completed, whichever occurs first.

4. A separate accounting is to be made for all project costs. This means that separate invoices and checks should be provided for project costs.

ACKNOWLEDGEMENT OF LAND AND WATER CONSERVATION FUND

1. Local Sponsor shall provide suitable permanent acknowledgment of Land and Water Conservation Fund assistance at the project site. Signs at entrances to Land and Water Conservation Fund-assisted sites shall have the words "Land and Water Conservation

Fund Project" and the LWCF symbol prominently displayed. Such signs or plaques are eligible project costs.

2. It is the acknowledged intent of the parties hereto that assistance granted from Federal funds shall result in a net increase, commensurate at least with the Federal cost-share, in the Local Sponsor's outdoor recreation. It is intended by both parties hereto that assistance from Federal funds will be added to, rather than replace or be substituted for, State and/or local outdoor recreation funds.

3. Local Sponsor agrees that a notice of the LWCF Grant shall be recorded in the public records (e.g. registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property depicted in Attachment A.

4. The Local Sponsor shall diligently prosecute all phases and aspects of the subject Project in a timely and businesslike manner and shall in all respects comply with the terms, conditions, covenants, and other obligations of this Project Agreement. It is understood and agreed that the Local Sponsor shall have the basic responsibility for all phases and aspects of the Project and that all phases of the Project are subject to review and acceptance by the State and NPS as set forth herein.

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

HURRICANE CITY
Name of Local Sponsor

_____
Signature of Authorized Official

_____
Name

_____
Title of Signing Official

_____
Date

STATE OF UTAH
By and through the Department of Natural Resources, Division of Outdoor Recreation

_____
Jason Curry, Director (SLO)

_____
Date

ATTACHMENT A – Project Boundary Map
(As Attached)

Project Boundary Map

Rocky Mtn Power Poles
Rocky Mountain Power Powerline
Existing Trail
East Bench BLM Rd
Parcels
Power Easement
H-Property Boundary

OBW KOLOB LLC

OBW KOLOB LLC

JDL INV INC

S88°48'47"E 1037.71'

N24°37'45"E 297.85'

N29°58'51"E 333.90'

S0°53'15"W 165.00'

SUBJECT PROPERTY
TO BE PURCHASED AND PERMANENTLY DEDICATED
FOR PUBLIC OUTDOOR RECREATION
83.42 ACRES
CURRENT OWNERS: 3D LAND CO LC AND
THE STANWORTH, DEMILLE & STOUT LIVING TRUST

25' power line easement along property boundary as shown

3 Falls Connector (Coyote Trail)

Hurricane City EAST BENCH PARCEL

N0°53'07"E 2072.23'

Hurricane Rim Trail

East Bench BLM Rd

S3°11'13"E 2476.96'

JDL INV INC

N88°56'27"W 1495.89'

UTAH STATE SCHOOL & TRUST LANDS

0 125 250 500 Feet

ATTACHMENT B -Federal Contract, LWCF General Provisions, and Department of the Interior Standard Award Terms and Conditions Effective December 2, 2019-revised May 2026

(As Attached)

I. LEGAL AUTHORITY

Agreement Number P26AP01790 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Utah Division of Outdoor Recreation (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (Public Law (P.L.) 88-578; 54 U.S.C. § 2003 *et seq.*)

Expanding Public Lands Outdoor Recreation Experiences (EXPLORE) Act of 2025, as amended (P.L. 118234; 16 U.S.C. § 8401 *et seq.*)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The recipient, Utah Division of Outdoor Recreation, will pass through a subaward/subgrant to the subrecipient, Hurricane City, to improve H-Property. This project will facilitate the acquisition of approximately 83 acres located along the Hurricane Cliffs for outdoor recreation.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the Land and Water Conservation Fund (LWCF) State Assistance Program Manual (v. 2026, May 1, 2026).

3. Ensure subaward compliance with the requirements of 2 CFR Part 200, when issuing subawards. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.

4. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR §§ 200.317 – 200.327 - Procurement Standards.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. Cost sharing or matching contributions must meet the requirements of 2 CFR §200.306, including that contributions are verifiable, necessary, reasonable, and allowable. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

VIII. AWARD AND PAYMENT

A. NPS will provide funding to the Recipient in an amount not to exceed **$415,000.00** in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system, and consistent with 2 CFR §200.305 (Payment).

2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk," has compliance and/or performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The Financial Assistance Awarding Officer (FAAO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved

objectives, scope of work and budget with prior approval from the NPS AO in alignment with 2 CFR § 200.407 – Prior written approval (prior approval). The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the second page of the Notice of Award document for SF-425 Federal Financial Report (FFR) frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions "Reports" functionality.

B. A final Performance Report and a final FFR will be due 120 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR § 200.334 - Record retention requirements.

X. DETERMINATION OF RISK

In accordance with 2 CFR §§ 200.205– Federal agency review of merit proposals, and 200.206 – Federal agency review of risk posed by applicants, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

This award has been determined to be a Low risk with the following requirements:

The conditions below represent standard risk-based controls. The FAAO, in coordination with the ATR, must ensure that risk mitigation measures are appropriately tailored to the specific risks identified in the pre-award risk assessment. While payment controls are one available

mechanism, they may not address all risk areas, and additional or alternative conditions such as enhanced monitoring, reporting, or performance controls must be applied as necessary.

Low: Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined "medium or high risk" and be subject to additional grant terms and conditions.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term "Land and Water Conservation Fund" or "LWCF" as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, v. 2026 (May 1, 2026).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated approved LWCF Boundary Map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated LWCF Boundary Map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of

such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the program under which the property was acquired or improved. As a result, the State agrees that the area depicted or otherwise described on the 200305.(f)(3) LWCF Boundary Map must be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located (2 CFR 200.316), to the effect that the property described and shown in the scope of the grant agreement and the signed and dated LWCF Boundary Map has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

F. The Recipient must maintain documentation of the recordation specified in Part II. E. above and report regularly to NPS on the status of the Federal interest in the Property.

G. Nondiscrimination

   1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the

project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.

7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer, federally recognized Indian tribes, and others on the undertaking, as necessary under 36 C.F.R. Part 800.4, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

8. The State will assist the National Park Service (NPS) in meeting the requirements of the National Environmental Policy Act of 1969 as amended (42 U.S.C. 4321 et seq.), the Department of the Interior's NEPA regulations (43 C.F.R. part 46), and the Department of the Interior's NEPA procedures in 516 Departmental Manual 1. The State will also follow any NPS Land and Water Conservation Fund (LWCF) program policies that apply to NEPA compliance.

   This assistance includes providing information needed for NPS to consider reasonably foreseeable environmental effects of grant-supported activities. The applicant must provide NPS with either a description of potential environmental impacts or documentation demonstrating that no such impacts are expected.

   When a project includes grant-assisted development or other ground-disturbing activities, the applicant must submit an application with information sufficient for NPS to determine the appropriate NEPA pathway.

   If a categorical exclusion applies, NPS will identify the appropriate categorical exclusion under 43 C.F.R. part 46 and Part 516 of the Departmental Manual. Executive Order 14154, "Unleashing American Energy" (Jan. 20, 2025), and the

Presidential Memorandum "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" (Jan. 21, 2025), will be applied consistent with NEPA requirements.

9. For any insurable improvement located within a Federal Emergency Management Agency designated Special Flood Hazard Area, the Recipient is required to obtain and maintain flood insurance consistent with the Flood Disaster Protection Act of 1973 and applicable federal requirements. The Recipient is responsible for ensuring continuous insurance coverage for the useful life of any such improvement supported by LWCF assistance. By accepting this award, the Recipient affirms compliance with all applicable flood insurance requirements and acknowledges that failure to maintain required coverage may result in enforcement actions consistent with federal law and this agreement. No documentation is required to be submitted to the NPS unless specifically requested for audit or compliance purposes.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. National Historic Preservation Act

Recipients must comply with the requirements of the National Historic Preservation Act of 1966, Pub. L. No. 89-665 (codified as amended at 54 U.S.C. § 300101 et seq.) (NHPA), including Section 106 (54 U.S.C. § 306108) and Section 110 (54 U.S.C. § 306101), as applicable. Compliance must be carried out in accordance with the regulations of the Advisory Council on Historic Preservation (36 CFR Part 800), the Department of the Interior's implementing policies and procedures (including 519 DM 1), and any applicable programmatic agreements or alternative procedures approved under emergency or expedited review authorities.

Recipients must also adhere to the Department of the Interior's Secretary's Order 3389, which directs the integration of NHPA Section 106 reviews with National Environmental Policy Act (NEPA) processes to the maximum extent practicable.

C. NEPA/NHPA Determination Complete

The National Park Service (NPS) has completed its review under NEPA (42 U.S.C. 4321 et seq.), the Department of the Interior regulations at 43 C.F.R. Part 46, and NHPA (54 U.S.C. 300101 et seq.) with implementing regulations at 36 C.F.R. Part 800, and has issued a final NEPA/NHPA determination for this project. The Recipient must carry out all approved project activities in accordance with the mitigation, restrictions, conditions, protections, and monitoring measures required by that determination, including those listed below. If the project work, design, sequence, location, timing, or site conditions change in a way that differs from what NPS evaluated, the Recipient must notify its assigned LWCF Program Officer before continuing so NPS can determine whether supplemental review is required. To meet this condition, the Recipient must provide documentation of the change to its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met.

D. Other Award Specific Terms and Conditions

1. The Recipient must report on the status, progress, and performance of all Award Specific Terms and Conditions included in Article XI, Part IV, Section D or otherwise incorporated by amendment. Each required performance report must identify the actions taken to address each condition, the documentation submitted or pending submission, whether the condition has been met in full, and any outstanding issues or delays affecting compliance. The Recipient must submit this information through GrantSolutions as part of each required performance report, and when applicable, any Subrecipient must provide the Recipient with the information needed to meet these reporting requirements. NPS will review condition performance during each reporting cycle, including final closeout.

2. If archaeological materials, cultural items, or potential human remains are inadvertently discovered during project activities, the Recipient must immediately: stop work in the affected area, protect the discovery from disturbance, and notify the NPS. Federal regulations require immediate protection and notification for post-review discoveries under 36 C.F.R. § 800.13. The Recipient must provide documentation of the required discovery information and protective actions to its assigned LWCF Program Officer for NPS review and acceptance. The LWCF Program Officer or other agency representative will notify the SHPO and any Tribes that may attach significance to the property. After consultation is complete, written agency approval will be issued to confirm NPS acceptance once the condition has been met. Until written agency approval is issued, no work may resume in the affected area.

3. The recipient will supply a boundary map that adheres to guidelines in chapter 3 of the LWCF manual before grant closeout.

XII. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the Recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

C. RESERVED

D. KEY OFFICIALS

A. Communications - The Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to Financial Assistance Awarding Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

E. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the Recipient and NPS both when provided to the Recipient and upon return.

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

H. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***
(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***
(1) You must submit the required information about each proceeding that—
(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and
(iii) Is one of the following—
(A) A criminal proceeding that resulted in a conviction;
(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
(D) Any other criminal, civil, or administrative proceeding if—
(1) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);
(2) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
(3) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.*** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) ***Definitions.*** For purposes of this award term—
Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

4. If the Recipient uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Recipient must comply with:
   a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
   b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.

5. The Recipient is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or in connection with the operation of such a drone or UAS pursuant to Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *lnvention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of

the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has

been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under (identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention.”

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive

right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service

deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)
The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this

agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d)
While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America I OMB I The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers I U.S. Department of the Interior.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements I U.S. Department of the Interior, 2 CFR Part 184,

and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Z. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders (EO) found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders (SO) found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the recipient certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEI Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Recipients are responsible for ensuring their activities are consistent with the intent and requirements of these directives.

Budget Detail

Contractual - Professional Services

Element Type: entries provided below are examples, please add and/or change the item description to best fit your project.	Quantity	Unit type (each, square foot)	Cost per unit	Total	Non-Federal Cash ($)	LWCF (Federal) Funds	In-Kind Services ($)	Total Funding
Consulting Services (ex Archaeological)	1	Each	$10,000.00	$10,000.00	$5,000.00	$5,000.00		$10,000.00
Yellow Book Appraisal	1	Each	$12,000.00	$12,000.00	$6,000.00	$6,000.00		$12,000.00
Land Purchase	1	Each	$800,000.00	$800,000.00	$400,000.00	$400,000.00		$800,000.00
Title Fees	1	Each	$1,000.00	$1,000.00	$500.00	$500.00		$1,000.00
Surveying	1	Each	$7,000.00	$7,000.00	$3,500.00	$3,500.00		$7,000.00
Total Contractual				**$830,000.00**	**$415,000.00**	**$415,000.00**	**$0.00**	**$830,000.00**

Construction

Element Type: entries provided below are examples, please add and/or change the item description to best fit your project.	Quantity	Unit type (each, square foot)	Cost per unit	Total	Federal/Non-Federal Cash	LWCF (Federal) Funds	In-Kind Services	Total Funding
Site Preparation				$0.00				$0.00
Utilities Water				$0.00				$0.00
Utilities Power				$0.00				$0.00
Landscaping				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
Total Construction				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Equipment

Element Type: entries provided below are examples, please add and/or change the item description to best fit your project.	Quantity	Unit type (each, square foot)	Cost per unit	Total	Federal/Non-Federal Cash	LWCF (Federal) Funds	In-Kind Services	Total Funding
Playground Equipment				$0.00				$0.00
Lighting				$0.00				$0.00
Furnishings: Benches, trash receptacles)				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
Total Equipment				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Total Project Costs				**$830,000.00**	**$415,000.00**	**$415,000.00**	**$0.00**	**$830,000.00**

LWCF

National Park Service
U.S. Department of the Interior
State and Local Assistance Programs

49-00425 H-Property Acquisition — Hurricane, Washington, UT

Proposed Federal Action

Approval of Land and Water Conservation Fund (LWCF) grant number 49-00425 H-Property Acquisition. The project statement of work is as follows: The recipient, Utah Division of Outdoor Recreation, will pass through a subaward/subgrant to the subrecipient, Hurricane City, to improve H-Property. This project will facilitate acquisition of 83 acres for outdoor recreation.

Categorical Exclusion

This grant has been environmentally certified F(2) which states: "Grants for acquisition of areas that will continue in the same or lower density use with no additional disturbance to the natural setting."

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

Keilah Spann — 08/04/2026

Keilah Spann
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Region 2
Atlanta, Georgia 30303

Date

ATTACHMENT C- State of Utah Standard Terms and Conditions for Grants*
(As Attached)

*If Attachment C conflicts with any provisions in the Project Agreement, the Project Agreement shall take precedence unless otherwise disallowed by state or federal law.

ATTACHMENT A: STATE OF UTAH AGENCY STANDARD TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

These terms and conditions may only be used when both parties are government entities or political subdivisions as defined in the Utah Government Immunity Act.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
   a) **"Confidential Information"** means information that is deemed as confidential under applicable state and federal laws, and personal data as defined in Utah Code 63A-19-101. The State Entity reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
   b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" shall include any purchase orders that result from this Contract.
   c) **"Contract Signature Page(s)"** means the State of Utah cover page(s) that the State Entity and Contractor signed.
   d) **"Contractor"** means the individual or entity delivering the Procurement Item identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
   e) **"Custom Deliverable"** means the Work Product that Contractor is required to deliver to the State Entity under this Contract.
   f) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, Custom Deliverable, and equipment that Contractor is required to deliver to the State Entity under this Contract.
   g) **"Procurement Item"** means Goods, a supply, Services, Custom Deliverable, construction, or technology that Contractor is required to deliver to the State Entity under this Contract.
   h) **"Response"** means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
   i) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code
   j) **"Solicitation"** means an invitation for bids, request for proposals, notice of a sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
   k) **"State Entity"** means the department, division, office, bureau, agency, or other organization identified on the Contract Signature Page(s).
   l) **"State of Utah"** means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities, instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
   m) **"Subcontractors"** means a person under contract with a contractor or another subcontractor to provide services or labor for design or construction, including a trade contractor or specialty contractor.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Procurement Items delivered and/or performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the State Entity to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the State of Utah, federal auditors, State Entity staff, or their designees, access to all such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract.
5. **PERMITS:** If necessary Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of this Contract.
6. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** INTENTIONALLY DELETED
7. **CONFLICT OF INTEREST:** INTENTIONALLY DELETED
8. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State Entity or the State of Utah.
9. **CONTRACTOR RESPONSIBILITY:** Contractor is solely responsible for fulfilling the contract, with responsibility for all Procurement Items delivered and/or performed as stated in this Contract. Contractor shall be the sole point of contact regarding all contractual matters. Contractor must incorporate Contractor's responsibilities under this Contract into every subcontract with its Subcontractors that will provide the Procurement Item(s) to the State Entity under this Contract. Moreover, Contractor is responsible for its Subcontractors compliance under this Contract.
10. **INDEMNITY:** Both parties to this agreement are Utah governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties,

as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.

11. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by the following federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.
12. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract and is within the scope/purpose of the original solicitation for which this Contract was derived. The amendment will be attached and made part of this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
13. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify the State Entity within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
14. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the either party, upon thirty (30) days written termination notice being given to the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing.

    On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved and conforming Procurement Items ordered prior to date of termination. In no event shall the State Entity be liable to the Contractor for compensation for any Good neither requested nor accepted by the State Entity. In no event shall the State Entity's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the State Entity for any damages or claims arising under this Contract.
15. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the State Entity, if the State Entity reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State Entity's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

    If a written notice is delivered under this section, the State Entity will reimburse Contractor for the Procurement Item(s) properly ordered and/or services properly performed until the effective date of said notice. The State Entity will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.
16. **SALES TAX EXEMPTION:** The Procurement Item(s) under this Contract will be paid for from the State Entity's funds and used in the exercise of the State Entity's essential functions as a State of Utah entity. Upon request, the State Entity will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the State Entity's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
17. **WARRANTY OF PROCUREMENT ITEM(S):** Contractor warrants, represents and conveys full ownership and clear title, free of all liens and encumbrances, to the Procurement Item(s) delivered to the State Entity under this Contract. Contractor warrants for a period of one (1) year that: (i) the Procurement Item(s) perform according to all specific claims that Contractor made in its Response; (ii) the Procurement Item(s) are suitable for the ordinary purposes for which such Procurement Item(s) are used; (iii) the Procurement Item(s) are suitable for any special purposes identified in the Contractor's Response; (iv) the Procurement Item(s) are designed and manufactured in a commercially reasonable manner; (v) the Procurement Item(s) are manufactured and in all other respects create no harm to persons or property; and (vi) the Procurement Item(s) are free of defects. Unless otherwise specified, all Procurement Item(s) provided shall be new and unused of the latest model or design.

    Remedies available to the State Entity under this section are limited to the following: Contractor will repair or replace Procurement Item(s) at no charge to the State Entity within a reasonable time of any written notification informing Contractor of the Procurement Item(s) not performing as required under this Contract. If the repaired and/or replaced Procurement Item(s) prove to be inadequate, or fail its essential purpose, Contractor will refund the full amount of any payments that have been made.
18. **CONTRACTOR'S INSURANCE RESPONSIBILITY:** INTENTIONALLY DELETED
19. **RESERVED.**
20. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the State Entity and the State of Utah express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the State of Utah Division of Purchasing and General Services, Contractor also agrees that the Contractor's Response will be a public

document, and copies may be given to the public as permitted under GRAMA. The State Entity and the State of Utah are not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.

21. **DELIVERY:** All deliveries under this Contract will be F.O.B. Destination Freight Prepaid and Allowed, unless specifically negotiated otherwise and explicitly written in this contract, with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State Entity, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.

22. **ACCEPTANCE AND REJECTION:** The State Entity shall have thirty (30) days after delivery of the Procurement Item(s) to perform an inspection of the Procurement Item(s) to determine whether the Procurement Item(s) conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Procurement Item(s) by the State Entity.

    If Contractor delivers nonconforming Procurement Item(s), the State Entity may, at its option and at Contractor's expense: (i) return the Procurement Item(s) for a full refund; or (ii) require Contractor to promptly correct or replace the nonconforming Procurement Item(s). Contractor shall not redeliver corrected or rejected Procurement Item(s) without: first, disclosing the former rejection or requirement for correction; and second, obtaining written consent of the State Entity to redeliver the corrected Procurement Item(s). Repair, replacement, and other correction and redelivery shall be subject to the terms of this Contract.

23. **INVOICING:** Contractor will submit invoices within thirty (30) days of the delivery date of the Procurement Item(s) to the State Entity. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the State Entity will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Response or on its invoice. The State Entity has the right to adjust or return any invoice reflecting incorrect pricing.

24. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the State of Utah's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the State Entity, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within ten (10) business days of receipt of final payment, shall release the State Entity and the State of Utah from all claims and all liability to the Contractor. The State Entity's payment for the Procurement Item(s) and/or services shall not be deemed an acceptance of the Procurement Item(s) and is without prejudice to any and all claims that the State Entity or the State of Utah may have against Contractor. The State of Utah and the State Entity will not allow the Contractor to charge end users electronic payment fees of any kind.

25. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** INTENTIONALLY DELETED

26. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State Entity and Contractor each recognizes that each has no right, title, or interest, proprietary or otherwise, in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All Procurement Item(s), documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the State Entity. Contractor shall have the right to publish, upon prior written approval of the State Entity which may not unreasonably be withheld, the results of the project.

27. **OWNERSHIP IN CUSTOM DELIVERABLES:** INTENTIONALLY DELETED

28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State Entity.

29. **REMEDIES:** Any of the following events will constitute cause for the State Entity to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the State Entity may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the State Entity or the State of Utah; or (v) demand a full refund of any payment that the State Entity has made to Contractor under this Contract for Procurement Item(s) that do not conform to this Contract.

30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The State Entity may terminate this Contract after determining such delay will prevent successful performance of this Contract.

31. **CONFIDENTIALITY:** If Contractor has access to or processes Confidential Information, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly confidential; and (iii) comply with any requirements contained in the contract regarding permitted uses and disclosures of personal data, measures designed to safeguard personal data, and the destruction of personal data. Contractor will promptly notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information, including any data breaches, in accordance with UCA 63A-19 Government Data Privacy Act. In Accordance with UCA 63A-19, Contractor must comply with all the same requirements regarding personal data as the State.

    Written Confidential Information shall be clearly marked as “confidential.” If certain Confidential Information has not been reduced to written form at the time of disclosure by the State Entity, then such orally disclosed information shall be protected by the Contractor as Confidential Information, provided that the State Entity shall: (i) provide a statement to the Contractor that the oral information shall be protected under this Agreement; and (ii) within thirty (30) days of such disclosure, reduce to

writing a summary of the orally disclosed Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the State Entity and the State of Utah, including anyone for whom the State Entity or the State of Utah is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the State Entity for written approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to provide approval, which approval must be in writing.

33. **WORK ON STATE OF UTAH OR ELIGIBLE USER PREMISES:** Contractor shall ensure that personnel working on State of Utah premises shall: (i) abide by all of the rules, regulations, and policies of the premises; (ii) remain in authorized areas; (iii) follow all instructions; and (iv) be subject to a background check, prior to entering the premises. The State of Utah or Eligible User may remove any individual for a violation hereunder.

34. **CONTRACT INFORMATION:** INTENTIONALLY DELETED

35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.

36. **SUSPENSION OF WORK:** Should circumstances arise which would cause the State Entity to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by formal written notice pursuant to the terms of this Contract. Contractor's responsibilities may be reinstated upon advance formal written notice from the State Entity.

37. **CHANGES IN SCOPE:** Any changes in the scope of the Procurement Item(s) to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of the Procurement Item(s).

38. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any, Procurement Item(s), supplies, , construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or to any person in any official capacity who participates in the procurement of such Procurement Item(s), supplies, , construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.

39. **ATTORNEY'S FEES:** INTENTIONALLY DELETED

40. **TRAVEL COSTS:** If travel expenses are permitted by the Solicitation, then all travel costs associated with the delivery of Procurement Item(s) under this Contract will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction.

41. **DISPUTE RESOLUTION:** INTENTIONALLY DELETED

42 **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the State of Utah's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the State Entity or the State of Utah must be in writing and attached to this Contract or it is rendered null and void.

43. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default of this Contract or defect in the Procurement Item(s) that has not been cured, or of any of the following clauses, including: Governing Law and Venue, Laws and Regulations, Records Administration, Remedies, Dispute Resolution, Indemnity, Newly Manufactured, Indemnification Relating to Intellectual Property, Warranty of Procurement Item(s), Insurance.

44. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

45. **ERRORS AND OMISSIONS:** Contractor shall not take advantage of any errors and/or omissions in this Contract. The Contractor must promptly notify the State of any errors and/or omissions that are discovered.

46. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

47. **ANTI-BOYCOTT ACTIONS:** In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 63G-27-102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

48. **TIME IS OF THE ESSENCE:** The Procurement Item(s) shall be completed by any applicable deadline stated in this Contract. For all Procurement Item(s), time is of the essence. Contractor shall be liable for all reasonable damages to the State Entity, the State of Utah, and anyone for whom the State of Utah may be liable as a result of Contractor's failure to timely perform the Procurement Item(s) required under this Contract.

49. **PERFORMANCE EVALUATION:** The State Entity may conduct a performance evaluation of Contractor's Procurement Item(s), including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.

50. **STANDARD OF CARE:** The Procurement Item(s) of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having regular experience providing similar Procurement Item(s) which similarities include the type, magnitude, and complexity of the Procurement Item(s) that are the subject of this Contract. Contractor shall be liable to the State Entity and the State of Utah for claims, liabilities, additional burdens, penalties, damages, or third-party claims (e.g., another Contractor's claim against the State of Utah), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.

51. **REVIEWS:** The State Entity reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Procurement Item(s) of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

52. **Restricted Foreign Entities and Forced Labor:** In accordance with Utah law, Contractors contracting with the State certify that they are not providing a "forced labor product" as defined in Utah Code 63G-6a-121. If the Contractor is providing technology or technology services, networks, or systems, the Contractor certifies that the aforementioned does not come from a "restricted foreign entity," as also defined in UCA 63G-6a-121.

(Revision Date: 9/11/2025)

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT ("Easement" or “Agreement”), made this _day of ___, 2026, by HURRICANE CITY, whose address is 147 North 870 West, Hurricane, Utah ("Grantor"), and the STATE OF UTAH, UTAH DEPARTMENT OF NATURAL RESOURCES, DIVISION OF OUTDOOR RECREATION (“State”, “Division” or "Grantee"), a state entity, whose address is 1594 West North Temple, Suite 100, Salt Lake City, Utah 84116.

WITNESSETH:

WHEREAS, the purpose of this conservation easement is to protect or enhance forever the recreational and conservation value of the real property described below:

WHEREAS, Grantor is the owner of all the real property in Washington County, State of Utah, described in the attached Exhibit A ("Property") and approximately located on the map attached as Exhibit B;

WHEREAS, the Property has significant recreational values and other ecological, scenic, aesthetic, and open space values as recognized in the Utah Land Conservation Easement Act, Utah Code Ann. § 57-18-1 *et seq.*, and Grantor intends to convey this Easement under the statutory provisions of that Act and other applicable provisions of Utah statutory and common law;

WHEREAS, the Property constitutes recreation and conservation values, including, but not limited to, public access to existing roads and trails for safe access to and on the Property, public access to, and a preservation of, an extensive network of single-track trails and Off-Highway Vehicle (OHV) trails and routes, supporting infrastructure for public recreational use, multipurpose trail use and conservation values, including forested and other natural areas on the Property, which are collectively referred to hereinafter as “Recreation Values” or “Conservation Values;”

WHEREAS, Grantor desires and intends that the Recreation Values of the Property be conserved and maintained by the continuation, initiation, or introduction of activities on the Property that will not compromise the Recreation Values;

WHEREAS, Grantor, as the fee owner of the Property, holds the right to identify, conserve, enhance, and protect in perpetuity the Recreation Values of the

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Property;

WHEREAS, Grantor desires and intends to transfer certain of such rights to the Division, provided Grantor's right to use the Property for the Primary Uses is also protected in the manner set forth in this Easement;

WHEREAS, the State of Utah has recognized the importance of both public and private efforts to conserve and protect the State's recreation and natural resources by the enactment of the Utah Land Conservation Easement Act; and

WHEREAS, the parties desire that any interpretation of this Easement be construed to further the conservation, protection, and enhancement of the Property's Recreation Values; and

WHEREAS the Property was purchased in part through the federal Land and Water Conservation Fund pursuant to the Land Water Conservation Fund Act of 1965 (LWCF) and is subject to its program requirements, set forth in statute and rule (54 U.S.C. § 200301 *et seq*., 36 C.F.R. Part 59 and 2 C.F.R. § 200.316), and as set forth in Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and pursuant to the Utah Land Conservation Easement Act and other applicable provisions of Utah statutory and common law, Grantor hereby conveys and warrants to the Division this perpetual Easement over the Property. The scope of this Easement is set forth in this Agreement.

SECTION I - RIGHTS OF THE DIVISION

The total property (hereafter referred to as "Property") owned by Grantor (as described in Exhibit A, depicted in Exhibit B and subject to the LWCF program restrictions in Exhibit C) will be encumbered by this Easement, subject to all existing rights and encumbrances of record. The rights conveyed by Grantor to the Division to perpetually maintain the Recreation Values of the Property in this Easement include the following:

A. Identification and Protection. The Division has the right to identify, conserve, and protect in perpetuity, and to enhance by mutual agreement, the Recreation Values on the Property in the manner set forth in this Easement, subject to Grantor's reserved rights in this Easement.

B. Access. The general public is granted access to the Property under this Easement. The Division has the right to enter upon the Property to inspect, monitor, and enforce compliance with this Easement at reasonable times. The Division also has the right to enter upon the Property with advance notice and permission from Grantor or Grantor's agent to observe or study the Recreation Values in a manner that will not materially impair the Recreation Values subject to this Easement. The Division also has the right to enter the Property without notice to Grantor if it has reason to believe the Recreation Values of the Property are being threatened, or in case of an emergency.

C. Conservation, Enforcement, Injunction, and Restoration. The Division has the right to prevent any activity on or use of the Property which is inconsistent with this Easement. The Division is entitled to take any legal action to prevent such activity, including but not limited to, obtaining an injunction in a court of competent jurisdiction. The Division further has the right to enforce the reasonable restoration of such areas or features of the Property damaged or impaired by any activities or omissions to prevent such activities inconsistent with this Easement at Grantor's sole expense.

D. Signs. The Division has the right to place signs on the Property which identify the Property as being protected by this Easement and identifying the funding source(s) for the Easement. The number and location of the signs are within the sole discretion of the Division. If Grantor intends to erect signs on the Property, Grantor must obtain approval from the Division, which will not be unreasonably withheld.

SECTION II - GENERAL EFFECT OF EASEMENT

A. Perpetual Restrictions. This Easement shall run with and encumber the title to the Property in perpetuity, and shall bind Grantor and all future owners, assigns, tenants or anyone else with an interest in the Property.

B. Permitted Uses in General. This Easement shall confine the use of the Property to activities such as the Primary Uses or Permitted Uses, consistent with the purposes and terms of this Easement. Any activity on or use of the Property inconsistent with the purposes or terms of this Easement or detrimental to the Recreation Values expressed in this Easement is expressly prohibited.

C. Dedication of Property. Pursuant to the terms of the Utah Land

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Conservation Easement Act, the Property conserved by this Easement, as described in Exhibit A and B, is declared open space land for public recreation, and natural land exiting primarily in its raw state, and may not be converted or directed to any uses other than those provided in this Easement.

SECTION III - PRIMARY USES AND PRACTICES

The following uses and practices, while not an exhaustive recital of permitted uses and practices, are consistent with this Easement. The uses and practices described in this section may not be precluded or prevented by this Easement, except under the following circumstances. The uses and practices may be precluded when this Easement requires the Division's prior approval of an activity as provided in Section IV of this Easement, or when such uses or practices are conducted or allowed to take place either in a manner which violates the terms of this Easement, poses a serious threat of material damage to the Recreation Values protected by this Easement, or when such uses constitute a prohibited use or practice as set forth in Section V of this Easement: Any such uses and practices are subject to approval by the Division, in the Division's sole discretion, after consulting with Grantor.

A. Hunting and Fishing. Hunting, trapping, and fishing of wild game animals is permitted on the Property only to the extent such activities are consistent with state and federal laws and regulations. The intent of this provision is to permit levels of hunting, trapping, and/or fishing which are not detrimental to sustainable levels of wildlife and fish populations.

B. Agrichemicals and Biological Controls. Grantor may use agrichemicals and biological controls on the Property, including but not limited to insects, fertilizers, biocides, herbicides, pesticides, insecticides and rodenticides. Agrichemical and biological controls may only be used in accordance with all applicable laws, and in those amounts and with that frequency of application constituting the minimum necessary to accomplish reasonable objectives. The use of such agents shall be conducted in a manner to minimize any adverse effect on the Recreation Values of the Property and to avoid any impairment of the natural ecosystems and their processes.

C. Forest Management. Maintenance of a healthy forest and tree cover is integral to wildlife, wildlife habitat, and water quality, and the scenic and aesthetic provisions of this Easement. As such, all activities affecting the forest and tree cover will be conducted in a manner that maintains long term forest health and sustains and perpetuates the mix of naturally occurring species in representative ages and group

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sizes, in accordance with good and sound silvicultural practices and with best management practices. Consistent with these recognitions, Grantor may: 1) cut trees for posts and poles for use on the Property; 2) cut and gather dead, dying and down trees for firewood for visitor or residential use on the Property; 3) cut or prune trees and brush, which constitute a hazard to persons, property, or roads; and 4) cut and manage trees for fire protection.

All other proposed timber harvesting, including the cutting and removal of trees to abate disease or infestation, to perpetuate a healthy forest, or to provide or enhance diverse habitat for wildlife, will be conducted in accordance with an approved Timber Management Plan ("TMP") prepared by a qualified natural resource manager or professional forester at Grantor's expense. The TMP must be approved by the Division, as provided in Section IV, prior to any timber harvesting activity. The Division reserves the right to have consultants or employees such as professional botanists, biologists, hydrologists, ecologists, zoologists, etc. review the TMP and make on-site evaluations to provide recommendations to the Division. After consultation with Grantor, the Division will make reasonable efforts to minimize costs for this review, nevertheless such review shall be at Grantor's sole cost and expense.

The TMP will encompass the long-term management objectives for the forested land which will include providing diverse wildlife habitat, perpetuating healthy forest conditions, maintaining scenic qualities, visitor safety, and abating erosion. Timber harvest activity will be undertaken at times and by methods that minimize disruption and adverse impact to wildlife using the Property. All applicable state and federal forestry laws, plans, practices, guidelines and regulations must be satisfied. The TMP may incorporate requirements from forest practice regulations in other states or jurisdictions as enforceable contractual provisions between the parties.

D. Residual Rights. Except as expressly limited by this Easement, Grantor may exercise and enjoy all rights as owner of the Property, including the right to use the Property for any purpose not inconsistent with this Easement or the Recreation Values therein.

E. Recreational Uses. With prior notice to, and approval of, the Division, Grantor may build new or improve: (1) public access to existing roads and trails for safe access to and on the Property; (2) trails and areas of off-road motorized and non-motorized routes; (3) supporting infrastructure for public recreational use; and (4) multipurpose trail use.

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SECTION IV - PRIOR APPROVAL OF ACTIONS BY DIVISION

If any provision of this Easement requires Grantor to provide notice to, or obtain, the Division's approval prior to performing any act or undertaking any enterprise, Grantor shall not perform that act or undertake that enterprise until the notice and approval provisions of this Section have been fully satisfied. Nothing in this Section shall in any way prohibit or limit the Division's ability to obtain writs or injunctive relief relating to any violation of this Easement.

A. Grantor's Written Notice. Prior to the commencement of any activity, use or enterprise which requires the Division's notice or approval, Grantor will first notify the Division in writing of the proposed activity, use or enterprise. The notice must fully inform the Division of all material aspects of the proposed activity, use or enterprise. Grantor will send such notices to the Division by registered or certified mail, return receipt requested, addressed to the Utah Division of Outdoor Recreation, 1594 West North Temple, Suite 100, Salt Lake City, Utah 84116, Attention: Patrick Morrison or to such other address as the Division may designate in writing.

If the Division agrees, in writing, to communicate electronically with the Grantor, the Grantor may submit any electronic requests for notice or prior approvals to the LWCF administrator at the Division, namely Patrick Morrison at (patrickmorrison@utah.gov). **It is the Grantor's sole obligation to ensure that requests are received by the Division, and the Division shall not be held liable for the Grantor's failure to strictly comply with the notice requirements of this Easement.**

B. Division's Response. The Division shall have forty-five (45) days from the date such notice is received (as indicated by the registered or certified return receipt) to review the proposed activity, use, or enterprise and to notify Grantor of any objections it may have to the activity, use, or enterprise. The objections, if any, shall be based upon the Division's opinion that the proposed activity, use or enterprise is likely to cause material damage to the Property's Recreation Values or is otherwise inconsistent with the purpose and/or provisions of this Easement. If, in the Division's judgment, the proposal presented by Grantor can be modified to avoid material damage to the Recreation Values and otherwise comply with the purpose and provisions of this Easement, then the response shall inform Grantor how the proposed activity, use or enterprise may be modified to conform with this Easement. Except as provided in Subsection C of this Section, Grantor may commence the

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proposed activity, use, or enterprise only after it receives the Division's express written approval, and only in the manner explicitly proposed by the Grantor and approved by the Division. The Division will send such response to Grantor by registered or certified mail, return receipt requested, addressed to Grantor at 147 North 870 West, Hurricane, Utah 84737, or to such other address as Grantor may designate in writing.

C. Division's Failure to Respond. If the Division fails to post its response to a proposal presented by Grantor within forty five (45) days after it receives the proposal by registered or certified mail, or within forty five (45) days after the Division has received adequate information to evaluate the proposed activity, whichever is later, then the proposed activity, use or enterprise shall be deemed consistent with the terms of this Easement, and the Division will have no further right to object to the activity, use or enterprise described in the proposal. The forty-five (45) day period shall not begin to run for purposes of this paragraph until such time the Division has received adequate information from Grantor to effectively evaluate the proposed activity. In the event the Division requires additional information to evaluate the proposed activity, the Division shall request the information from Grantor as soon as practicable and in any case not later than 45 days after receipt of the notice of the proposed activity.

D. Force Majeure. Grantor will not be obligated to send a notice to the Division, and the Division will not be entitled to bring an action against Grantor for undertaking any prudent activity in a *bona fide* emergency situation to prevent, abate, or mitigate the immediate threat of significant damage to the Property resulting from causes beyond Grantor's control, including fire, flood, storm, and earth movement. Grantor will promptly notify the Division of any injury to the Property caused by such events or the efforts to prevent, abate, or mitigate any damage caused by such events.

SECTION V - PROHIBITED USES AND PRACTICES

Any activity on or use of the Property inconsistent with the purposes of this Easement and which is likely to cause material damage to the Recreation Values is expressly prohibited. Grantor agrees that the following uses and practices, though not an exhaustive recital of inconsistent uses and practices, are explicitly deemed inconsistent with the purposes of this Easement and shall be prohibited.

A. Commercial Facilities and Activities. Grantor will not establish or conduct

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any commercial or industrial facilities or activities on the Property (other than those necessary or beneficial in the operation or use of the Property expressly permitted by this Easement) or as otherwise approved in advance by the Division.

B. Game Farming or Game Farm Animals. Grantor will not construct or operate a game farm on the Property, nor will Grantor raise or hold game farm animals on the Property. Game farm animals include game farm animals regulated or prohibited by federal law, the Utah Legislature, the Utah Division of Wildlife Resources, or the Utah Department of Agriculture and Food.

C. Wildlife Disturbance or Harassment. Harassment of wildlife on the Property by people, vehicles or domestic animals is prohibited.

D. Alternation of Watercourses and Topography. Grantor will not change, disturb, alter, excavate, or impair any watercourse or wetland or the topography of the ground on the Property except as permitted by Section III of this Easement or as otherwise allowed by existing rights and encumbrances of record.

E. Non-native Species. Grantor will not introduce into the general area of the Property any non-native or non-naturalized plant or animal species. Grantor will cooperate with the Division in any reasonable efforts to remove non-naturalized plant or animal species.

F. Subdivision. Grantor does not have the right nor will any attempt be made to divide, subdivide, or take any action which creates an actual or *de facto* subdivision of the Property. However, in keeping with paragraph 3(a)(7) of the agreement with the Utah Division of Outdoor Recreation, and Section XIII of this Easement, Grantor shall have the right to transfer its entire property interest or engage in proportionate land exchanges with surrounding land-owners when doing so facilitates or improves the ability of Grantor to care for or manage the Property in keeping with the purpose of the Easement, when it does not impair the Recreation Values of the Property, and with the Division's express written permission.

G. Construction. The Grantor will not construct any structures or facilities on the Property except as specifically provided for in Section III. Any new structure or facility construction requires prior approval of the Division, as provided in Section IV of this Easement, and must further the Recreation Values of the Property.

H. Roads. Grantor will not construct any new roads except as specifically provided for in Section III. Any new road construction requires the prior approval of the

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Division, as provided in Section IV of this Easement. Any new road approved by the Division and constructed for temporary use will be reclaimed and restored to its original condition within six (6) months following discontinued use, at Grantor's sole cost and expense.

K. Dumping. Trash, debris, ashes, sawdust, and other non-compostable refuse may not be dumped or otherwise disposed of on the Property, except that generated by normal recreation operations, and as permitted by applicable state and federal laws.

L. Utilities. Additional utility structures and systems are prohibited, unless such structures or systems are necessary for permitted operations. Absent the Division's prior approval as required in Section IV of this Easement, any additional permitted utility structures or systems must be buried and the disturbed area restored as specified by the Division. The Parties agree that there are currently plans in place to improve lighting on the Property and to install smart LED lighting to illuminate the historic "H" landmark, which plans have the potential to disturb the area, requiring specific notice to the Division of any planned lighting or other utility work, whether on the historic "H" or on the Property as a whole. Grantor agrees that any disturbance of the Property shall require remediation at Grantor's sole expense.

M. Mineral Activities. Exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials found in, on, or under the Property is prohibited by open-pit or surface mining methods. No sub-surface exploration or extraction of oil, gas, rock, gravel, sand, minerals, artifacts, or other materials (including the lease, sale, or other disposition of the rights to such materials) may impair or destroy the Property's Recreation Values. No mineral activities inconsistent with Section 170(h) of the Internal Revenue Code are permitted. Any transfer, lease or conveyance of the Property's sub-surface estate; or development, exploration, or extraction of sub-surface minerals, including oil and gas, requires the Division's prior written approval, consistent with Section IV of this Easement.

N. Timber Harvesting. Grantor does not have the right to harvest timber on the Property, except as specifically allowed in Section III.

O. Raptor Nests. Grantor does not have the right to disturb an identifiable raptor nest at any time, regardless of its active/inactive or occupied/unoccupied status. Grantor will not cut or disturb any trees or other vegetation within 300 feet of any known or readily identifiable active raptor nest during the nesting season or

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remove any crown trees or over story vegetation within 300 feet of any known or readily identifiable active raptor nest at any time. However, as specifically allowed in Section III, diseased trees not containing a raptor nest may be cut down and removed during the non-nesting season to abate infestations.

P. Billboards. Grantor will not construct, maintain, or erect any commercial signs or billboards on the Property. Small signs (no larger than 11x17 inches) may be displayed, however, to advertise the Property for sale, to identify the Property owner, to post the Property as private, or to post the Property as protected by this Easement.

Q. Aircraft Facilities. Grantor will not construct or erect any aircraft facilities or aircraft landing facilities on the Property.

R. Cultivation or Farming. Additional sod-busting is prohibited. Sod-busting may only occur on those lands identified as cultivated or farmed lands in the Baseline Inventory referred to in Section X.

S. Hazardous Waste. Grantor will not store, dump, or otherwise dispose of any toxic and/or hazardous material on the Property. Neither this specific prohibition nor any other right granted in this Easement makes the Division an owner of the Property. Nor does it permit the Division to control any use of the Property by Grantor which may result in the storage, dumping or disposal of hazardous or toxic materials; provided, however, the Division may bring an action or otherwise take any actions it deems necessary to protect the Recreation Values of the Property. This prohibition does not impose liability on the Division, nor shall the Division be construed as having liability as a “responsible party” under CERCLA or other similar state or federal statutes.

T. Activities Contrary to Recreation Values. Grantor shall not undertake any improvements or activities on the Property that impair or otherwise compromise the Recreation Values that are the subject of this Easement.

SECTION VI - BREACH, RESTORATION, AND REMEDIES

A. Breach and Restoration. Where the Division becomes aware of a violation or potential violation of any restriction contained in this Easement or becomes aware of any damage or potential damage to the Recreation Values associated with the Property, whether precipitated by Grantor or by a third party, the Division may notify Grantor in writing of such violation, potential violation, damage or potential damage.

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Upon Grantor's receipt of such notice, Grantor agrees to immediately take action to prevent or stop the activity which potentially or actually violates the terms or intent of this Easement.

Grantor shall have thirty (30) days after receipt of such notice to undertake actions, including restoration of the Property, that are reasonably calculated to swiftly correct the conditions caused by such violation. If Grantor fails to take such corrective action, the Division may undertake appropriate action, including legal action, to effect such corrections.

B. Injunctive and Other Relief. In the event Grantor undertakes or causes to be undertaken any activity on the Property that requires the Division's prior approval and such approval is not obtained consistent with Section IV of this Easement, or where Grantor undertakes or causes to be undertaken any activity in violation or potential violation of the terms of this Easement; the Division shall have the right to obtain injunctive relief or writs from courts of competent jurisdiction to stop any unauthorized activities and/or force the restoration of that portion of the Property affected by such activity to a similar or equivalent condition that existed prior to the unauthorized activity. Such restoration may include, but is not limited to, restoring soils, replanting suitable native vegetation, and/or taking such other action as the Division deems necessary to achieve restoration. In such case, the costs of restoration and litigation, including reasonable attorney's fees, shall be borne by Grantor or those of its successors or assigns against whom a judgment is entered. In the event a judgment is entered against the Division in an effort to seek injunctive relief or restoration, and Grantor is held not to be in violation of this Easement, and unless otherwise allowed by law, each party will bear its own litigation costs, including attorney fees.

C. Actual or Threatened Non-Compliance. Grantor acknowledges that actual or threatened instances of non-compliance under this Easement constitute immediate and irreparable harm. In addition to other remedies, the Division is entitled to invoke the equitable jurisdiction of any court to enforce this Easement.

D. Cumulative Remedies. The Division's remedies set forth in this Easement are cumulative. Any, or all, of the remedies may be invoked by the Division if there is an actual or threatened violation of this Easement.

E. Delay in Enforcement. A delay in enforcement shall not be construed as a waiver of the Division's right to enforce the terms of this Easement.

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SECTION VII - COSTS AND TAXES

Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including responsibility for the control of noxious weeds, in accordance with all applicable Utah laws. Grantor shall pay any and all lawful taxes, assessments, fees, and charges levied by competent authority on the Property.

SECTION VIII - INDEMNITY

Grantor agrees to bear all costs of operation, upkeep and maintenance of the Property, and agrees to indemnify the Division against all claims and obligations arising from such operation, upkeep, and maintenance activities. Grantor also agrees to defend and indemnify the Division against obligations arising from past, present or future dumping of hazardous materials on the Property, and any obligations associated with their cleanup or containment. Grantor further agrees to indemnify the Division against any claims brought against the Division relating, in any way, to this Easement. Nothing contained herein shall be construed as waiving the State's immunity, the monetary damage limitations, or any other provision set forth in the Utah Governmental Immunity Act, Utah Code § 63G-7-101 *et seq*.

SECTION IX - ASSIGNMENT OF EASEMENT

The Division may not transfer or assign its interest in the Property created by this Easement except to a "qualified organization" (within the meaning of Section 170(h)(3) of the Internal Revenue Code) which is organized or operated primarily or substantially for one or more of the conservation purposes specified in Section 170(h)(4)(a) of said Code. Any such qualified organization shall agree to enforce the Recreation Values protected by this Easement.

SECTION X - BASELINE DATA

The parties acknowledge that an inventory of baseline data relating to Recreation Values of the Property shall be completed by competent professionals familiar with the Property and furnished to the Division by Grantor at or around the time of closing. The parties acknowledge that this collection of baseline data is necessary to obtain an accurate representation of the Property's condition, natural

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resources, and Recreation Values as of the date of the execution of this Easement in accordance with Treasury Regulation 1.170A, or other applicable federal regulations.

Notwithstanding the foregoing, should a future controversy arise over the biological, physical or a condition of the Property, the parties may use all relevant documents, surveys, reports and other information to assist in resolving the controversy.

If range or habitat conditions significantly improve on the Property, the parties may agree to prepare an updated inventory of baseline data to document the improved conditions. The updated inventory of baseline data must be approved in writing by the parties. Upon approval, the updated inventory of baseline data will be used as the baseline for future monitoring.

SECTION XI - EXTINGUISHMENT OF DEVELOPMENT RIGHTS

Grantor hereby acknowledges the extinguishment of all development rights associated with the Property, except those specifically reserved herein. Grantor agrees that all rights or interests in such development rights are terminated and extinguished and may not be used on or transferred to any portion of the Property as it now or hereafter may be described, or to any other adjacent property, nor used for the purpose of calculating permissible lot yield or density of the Property or any other property with regard to any land use or zoning which affects, or may affect, the Property.

SECTION XII - SUBSEQUENT SALE, EXCHANGE, OR INVOLUNTARY CONVERSION

Grantor and the Division agree that the conveyance of this Easement creates a property right immediately vested in the Division. The Division's property rights in this Easement shall be based on the condition and improvements on the Property at the time the Easement is established, and this condition shall be documented as referred to in Section X, above. For purposes of this Section, the property right shall be deemed to have a fair market value at least equal to the proportionate value this Easement bears to the entire value of the Property as a whole at the time of its creation. That proportionate value of the Division's property rights shall remain constant. Should a change in conditions give rise to the extinguishment of this Easement, as provided in Treasury Regulation Section 1.170A-14(g)(6)(I), or extinguishment of a portion of the Division's rights under this Easement, the Division on a subsequent sale, exchange, conveyance, or involuntary conversion of the

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Property or a portion of the Property shall be entitled to a portion of the proceeds at least equal to such proportionate value of this Easement as established at the time of its creation. All interpretations of the Division's property rights shall follow Treasury Regulation Section 1.170. In no event shall the Division's proportionate share be less than $415,000, which represents the total LWCF grant award amount at the time of the Property purchase.

Whenever all or part of the Property is taken in exercise of eminent domain, or under claim of rights of eminent domain, by public, corporate, or other authority so as to abrogate the restrictions imposed by this Easement, Grantor and the Division may join in appropriate actions to recover the full value of the Property taken and all incidental or direct damages resulting from such taking. All reasonable expenses incurred by Grantor or the Division in any such action shall first be reimbursed out of the recovered proceeds; the remainder of such proceeds shall be divided between Grantor and the Division in proportion to their interest in the Property, as provided in the first paragraph of this Section.

Grantor agrees that reference to this Easement will be made in any subsequent deed, or other legal instrument, by means of which any interest in the Property (including any leasehold interest) is conveyed, and that a copy of this Easement, in its entirety, will be attached thereto. Grantor will notify the Division in writing of any conveyance of interest by sending written notice to the Division as provided in Section IV. Grantor agrees to provide notice of this Easement to all successors in interest, and to any potential purchasers or subsequent owners. In the event Grantor elects to sell the Property, Grantor agrees to provide notice of this Easement in any sale or solicitation materials or information. Any failure to comply with the terms of this paragraph shall in no manner render this Easement or any provisions of this Easement unenforceable.

SECTION XIII - MISCELLANEOUS PROVISIONS

A. Partial Invalidity. If any provision of this Easement, or the application of this Easement, or the application of this Easement to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement, and the application of such provisions to persons or circumstances other than those to which it is found to be invalid, shall not be affected thereby.

B. Enforcement. Grantor intends that enforcement of the terms and provisions of this Easement shall be at the discretion of the Division, and that the Division's

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failure to exercise its rights under this Easement, in the event of any breach by Grantor, shall not be considered a waiver of the Division's rights under this Easement in the event of any subsequent breach.

C. "Grantor" and "Division". The term "Grantor", as used in this Easement, and any pronouns used in place thereof shall mean and include Hurricane City, and its heirs, successors and assigns. The term “Division”, as used in this Easement, and any pronouns used in place thereof shall mean the State of Utah, Utah Department of Natural Resources, Division of Outdoor Recreation, and its successors and assigns.

D. Titles. Section and Subsection titles and subtitles are for convenience only and shall not be deemed to have legal effect.

E. Amendment. Nothing in this Easement shall be construed to preclude Grantor from making a subsequent conveyance of rights in the Property to further protect its Recreation Values, provided, however, that any such subsequent conveyance shall not impair any Recreation Value sought to be advanced or protected by this Easement, and that the Division has approved and agreed, in writing, to the amendment.

F. Liberal Construction. This Easement shall be liberally construed in favor of maintaining the Recreation Values of the Property, and in accordance with the Utah Land Conservation Easement Act, Utah Code Ann. §§ 57-18-1 *et seq.* The parties acknowledge that each has reviewed and revised this Easement with the assistance of counsel, and that no rule of construction resolving ambiguities against the drafting party shall be employed in interpreting this Easement.

G. Successors. This Easement is binding upon and will ensure the benefit of Grantor’s and the Division’s successors in interest and assigns. All subsequent owners of the Property are bound to all provisions of this Easement to the same extent as Grantor.

H. Governing Law. This Easement will be interpreted and construed in accordance with applicable Utah laws.

I. Entire Agreement. This Easement sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.

J. Compliance with Law. All uses and practices permitted by this

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Easement, including the Primary Uses, shall comply with all applicable state and federal laws.

K. Effective Date. The effective date of this Easement will be the date signed by all parties.

L. Notice Requirements. Grantor hereby acknowledges that the Division, at least three days prior to the execution of this Easement, discussed said Easement with Grantor, and that Grantor has been advised to seek legal counsel to determine its rights and responsibilities under this Easement.

M. Right of First Refusal. In the event Grantor chooses to sell or convey the remaining interest in the Property encumbered by this Easement, the Division shall have the Right-of-First Refusal to purchase said remaining interest at a value equal to any *bona fide* offer to purchase the remaining interest.

It is understood that water is essential to the maintenance of the Conservation Values associated with the Easement Property, therefore, in the event Grantor is permitted to sell or convey any or all water rights attached or used on the Property described in this Easement at the date of its execution (if any), the Division shall have the Right-of-First-Refusal to purchase or acquire said water rights or shares at a value equal to any *bona fide* offer to purchase the rights or shares.

N. Severance of Water Rights/Shares. Notwithstanding paragraph M of this section, and the Division's Right of First Refusal, any appurtenant water rights or shares to the Property shall not be severed from the Property without Division Notice and Approval, in writing, and as otherwise set forth in this Agreement. If there are any water rights or shares attached to this Property, Grantor acknowledges that the Division holds a Notice of Interest on that water and further agrees to reissue those shares to reflect the co-ownership of those water rights or shares to ensure that they are not severed from the Property.

O. Merger. Should the Division subsequently acquire ownership of the remaining fee interest in the Property, the Parties intend that this Easement will not merge with such ownership: It being the intent of the Parties that the Easement never be extinguished but remain in full force enjoining the Division or its successor in interest to perpetually comply with its terms and conditions regardless who holds title to the underlying fee interest.

P. Change of Conditions. The fact that any use of the Property expressly

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prohibited by this Easement or otherwise determined inconsistent with the purpose of this Easement may become significantly more valuable or economical than permitted uses, or that neighboring properties may in the future be put entirely to uses inconsistent with this Easement, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the state's benefit and interest in the continuation of this Easement, and it is the intent of both Grantor and the Division that any such changes not be considered circumstances sufficient to terminate this Easement, in whole or in part. In addition, the inability to carry on any or all of the permitted uses, or the unprofitability of doing so, shall not impair the validity of this Easement or be considered grounds for its termination.

Q. Superiority of Easement. Any mortgage, trust deed, lien, judgement, or other financial interest executed or entered against the Property hereafter shall be subordinate to this Easement and in no way enable the holder of such interest or their successor(s) in interest to breach the terms of this Easement or otherwise compromise the Recreation Values protected thereby.

R. Wildlife Depredation. Grantor agrees not to exercise or seek any available right to monetary compensation from the State of Utah for damage caused by wildlife to the Property, including but not limited to damage to irrigation equipment, ditches, water control structures, wells, farm equipment, fences, gates, buildings, crops, orchards, rangeland, trees, shrubs, landscaping, livestock feed, or stock yards. Nothing herein shall be construed as prohibiting Grantor from seeking available remedies from the State for predation damage caused to livestock by bear and cougar.

S. Compliance with LWCF Terms and Conditions. Grantor agrees that because this Property was purchased in part with monies from the LWCF, that Grantor and the Property is bound, in perpetuity, to comply with the requirements of LWCF. (Exhibit C). All parties agree that the LWCF terms and conditions are in addition to, and not in lieu of, any other terms and conditions set forth in this Agreement. If the federal and state terms directly conflict or if there is a dispute over the primacy of, or conflict between, the state and federal terms, the Division shall determine the terms that govern, in its sole discretion, and after consultation with Grantor.

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IN WITNESS WHEREOF, Grantor and the Division execute this Easement:

HURRICANE CITY:

By: _____
NAME

DIVISION:
UTAH DIVISION OF OUTDOOR RECREATION

By: _____
NAME

STATE OF UTAH) : ss.
County of _____)

On this ____day of _____2026, _____, representing _____, known to me to be the persons whose names are subscribed to the instrument set forth above, personally appeared before me, ___, a Notary Public for the State of _____, and acknowledged that they executed the same on behalf of _____.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.

_____

(SEAL) Notary Public for the State of _____Residing at _____

My commission expires

_____

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STATE OF UTAH) : ss.
County of Salt Lake)

On this _____day of _____, 2026, Jason Curry, who is known to me to be the Director of the Utah Division of Outdoor Recreation, and the person whose name is subscribed to the instrument set forth above, personally appeared before me, _____, a Notary Public for the State of Utah, and acknowledged that he executed the same on behalf of Division of Outdoor Recreation, Department of Natural Resources, State of Utah.

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date above written.

_____

(SEAL) Notary Public for the State of
Residing at
_____
My commission expires

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EXHIBIT A

TOWNSHIP 21 SOUTH, RANGE 1 WEST, SECTION 36 N2NW4, SLB&M

Parcel Number not assigned.

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HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date: November 5, 2026

Item: Reimbursement Agreement with Rock Hollow for 1100 West Improvements

Discussion: The realignment of 1100 West Street has been completed by the Rock Hollow project as part of its phase 1 improvements. The development consists of 55 lots and the cost of the reimbursable system improvement portion of 1100 West is $378,777.85.

Staff has drafted and presented the draft reimbursement agreement to the developer. In a subsequent phone call with the developer it was intimated that they only have 60 lots to build on and will not be able to use all 301 vouchers. Staff requested, but has not received a written request for a proposed revision to the reimbursement agreement from the developer.

Findings: The reimbursement is proposed to be in the form of Road Impact Fee Voucher, currently valued at $3,898. With the 55 lots, the developer will only be able to recoup $214,390 of their reimbursable costs. The remaining $164,387.85 is proposed to be paid to the developer out of the Roads Impact Fee fund. The City Attorney and City Engineer have reviewed the numbers and drafted the agreement. The developer has reviewed the agreement and has accepted it.

Recommendation: It is recommended that the City approve the reimbursement agreement as presented. – Arthur LeBaron

ROCK HOLLOW 1100 WEST PROJECT REIMBURSEMENT AGREEMENT FOR SYSTEM IMPROVEMENTS TO ROADWAY INFRASTRUCTURE

This Reimbursement Agreement ("Agreement") is made and entered into on November 5, 2026, by and between the Hurricane City, a Utah municipal corporation (hereinafter referred to as the "City") and Teancum Properties, LLC, an Oregon limited liability company (hereinafter referred to as the "Developer"). City and Developer are referred to individually as a "Party" and collectively as the "Parties").

Recitals

A. Developer is seeking to develop its property known as Rock Hollow, located at approximately 3100 South and 1100 West (referred to hereinafter as the "Property").

B. In conjunction with the development of the Property, Developer is constructing project and system improvements to 1100 West Street adjacent to the project.

C. Developer has requested reimbursement for system improvements to 1100 West Street.

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. Incorporation of Recitals. The Recitals above are incorporated herein as if fully restated herein.

2. Detail and Value of System Improvements. The estimated value of the above-described improvements is **$378,777.85**, as identified and described at Exhibit A.

3. Reimbursement Using One-Time Payment and Impact Fee Vouchers. In exchange for the Developer's construction and dedication to the City of the system improvements to 1100 West Street, the City shall reimburse Developer in the following manner:
   a. The City shall issue payment to Developer in the amount of one hundred sixty-four thousand three hundred eighty-seven dollars and eight-five cents (**$164,387.85**).
   b. The City shall issue to Developer fifty-five (**55**) Road Impact Fee Vouchers ("Vouchers") for use for building permits on lots or units within the Property. Each Voucher shall be redeemable to offset three thousand eight hundred ninety-eight (**$3,898**) dollars of the applicable Road Impact Fee.

c. Multiple Vouchers may be used for one Road Impact Fee on a lot or unit, but partial credit from one Voucher may not be carried over to a different lot or unit.
d. The payment and Vouchers described in this section may be issued only after the City has inspected and preliminarily accepted the above-described improvements.

4. Permitted Area of Voucher Use. Vouchers may only be used to offset Road Impact Fees assessed within the area of the Property.

5. Maximum Reimbursement. Maximum reimbursement under this agreement shall be **$378,777.85**.

6. No Interest. No interest shall be paid on any amount due under the terms of this Agreement.

7. Term. This Agreement and any corresponding Vouchers shall expire ten (10) years from the date of this Agreement, regardless of the total amount of reimbursement by the City to Developer.

8. Assignment. Developer's right to use Vouchers to offset Road 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 original Voucher at face value.

9. Immunity. 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.

10. 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.

11. Remedies. 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.

12. 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.

IN WITNESS THEREOF, this Agreement has been executed by City and by duly authorized representatives of Developer as of the date first written above.

CITY

Hurricane City, a Utah Municipal Corporation

By: _____
Mayor Clark Fawcett

ATTEST:_____

City Recorder

DEVELOPER

Teancum Properties, LLC, an Oregon limited liability company

_____
By:
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF _____)

On the ____ day of _____, 20____, personally appeared before me Lance Anderson, who being by me duly sworn, did say that s/he is the Manager of Teancum Properties, LLC, an Oregon 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 s/he executed the same.

_____
Notary Public

EXHIBIT A

Rock Hollow 1100 West System Improvements Estimate				
Item	**Quantity**	**Unit**	**Unit Price**	**Total**
12" DIP	990	Lin Ft	$ 75.81	$ 75,051.90
12" Valves	6	Each	$ 4,140.97	$ 24,845.82
8" PVC Water	95	Lin Ft	$ 44.10	$ 4,189.50
Pole Support	1	Each	$ 1,553.80	$ 1,553.80
Asphalt	43494	Sq Ft	$ 2.39	$ 103,950.66
Roadbase	48994	Sq Ft	$ 1.38	$ 67,611.72
Subgrade	7165	Cu Yd	$ 9.14	$ 65,488.10
Striping	0.5	Lump	$ 3,304.00	$ 1,652.00
Engineering/Staking and Testing	1	Lump	$ 34,434.35	$ 34,434.35
Total:				**$ 378,777.85**

Bench Lake Townhomes 1100 West System Improvements Estimate				
Item	**Quantity**	**Unit**	**Unit Price**	**Total**
Asphalt	19247	Sq Ft	$ 2.39	$ 46,000.33
Roadbase	22747	Sq Ft	$ 1.38	$ 31,390.86
Subgrade	15986	Cu Yd	$ 9.14	$ 146,112.04
Striping	0.5	Lump	$ 3,304.00	$ 1,652.00
Engineering/Staking and Testing	1	Lump	$ 22,155.00	$ 22,155.00
Total:				**$ 247,310.23**

HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date: November 5, 2026

Item: Reimbursement Agreement with Benchlake Townhomes for 1100 West Improvements

Discussion: The realignment of 1100 West Street has been completed by the Benchlake Townhomes project as part of its phase 1 improvements. The development consists of 55 lots and the cost of the reimbursable system improvement portion of 1100 West is $247,310.23.

Findings: The reimbursement is proposed to be in the form of 63 Road Impact Fee Vouchers, currently valued at $3,898, and 1 Road Impact Fee Voucher valued at $1736.23 for a total value of $247,310.23. The City Engineer has reviewed the numbers and the City Attorney has drafted the agreement. The agreement has been sent to the developer and we received any opposition.

Recommendation: It is recommended that the City approve the reimbursement agreement as presented. – Arthur LeBaron

BENCH LAKE TOWNHOMES 1100 WEST PROJECT REIMBURSEMENT AGREEMENT FOR SYSTEM IMPROVEMENTS TO ROADWAY INFRASTRUCTURE

This Reimbursement Agreement ("Agreement") is made and entered into on November 5, 2026, by and between the Hurricane City, a Utah municipal corporation (hereinafter referred to as the "City") and Diamond Edge Construction, LLC, a Utah limited liability company (hereinafter referred to as the "Developer"). City and Developer are referred to individually as a "Party" and collectively as the "Parties").

Recitals

A. Developer is seeking to develop its property known as Bench Lake Townhomes, located at approximately 3200 South and 1100 West (referred to hereinafter as the "Property").

B. In conjunction with the development of the Property, Developer is constructing project and system improvements to 1100 West Street adjacent to the project.

C. Developer has requested reimbursement for system improvements to 1100 West Street.

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. Incorporation of Recitals. The Recitals above are incorporated herein as if fully restated herein.

2. Detail and Value of System Improvements. The estimated value of the above-described improvements is **$247,310.23**, as identified and described at Exhibit A.

3. Reimbursement Using Impact Fee Vouchers. In exchange for the Developer's construction and dedication to the City of the system improvements to 1100 West Street, the City shall reimburse Developer in the following manner:
   a. The City shall issue to Developer sixty-four (**64**) Road Impact Fee Vouchers ("Vouchers") for use for building permits on lots or units within the Property.
   b. Sixty-three (**63**) Vouchers shall be redeemable to offset three thousand eight hundred ninety-eight (**$3,898**) dollars of the applicable Road Impact Fee, and one (**1**) Voucher shall be redeemable to offset one thousand seven hundred thirty-six dollars and twenty-three cents (**$1,736.23**) of the applicable Road Impact Fee.

c. Multiple Vouchers may be used for one Road Impact Fee on a lot or unit, but partial credit from one Voucher may not be carried over to a different lot or unit.

4. Permitted Area of Voucher Use. Vouchers may only be used to offset Road Impact Fees assessed within the area of the Property.

5. Maximum Reimbursement. Maximum reimbursement under this agreement shall be **$247,310.23**.

6. No Interest. No interest shall be paid on any amount due under the terms of this Agreement.

7. Term. This Agreement and any corresponding Vouchers shall expire ten (10) years from the date of this Agreement, regardless of the total amount of reimbursement by the City to Developer.

8. Assignment. Developer's right to use Vouchers to offset Road 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 original Voucher at face value.

9. Immunity. 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.

10. 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.

11. Remedies. 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.

12. 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.

IN WITNESS THEREOF, this Agreement has been executed by City and by duly authorized representatives of Developer as of the date first written above.

CITY

Hurricane City, a Utah Municipal Corporation

By: _____
Mayor Clark Fawcett

ATTEST:_____

City Recorder

DEVELOPER

Diamond Edge Construction, LLC, a Utah limited liability company

_____
By: Scott Stratton
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 20____, personally appeared before me Scott Stratton, who being by me duly sworn, did say that s/he is the Manager of Diamond Edge Construction, 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 s/he executed the same.

_____
Notary Public

EXHIBIT A

Rock Hollow 1100 West System Improvements Estimate				
Item	**Quantity**	**Unit**	**Unit Price**	**Total**
12" DIP	990	Lin Ft	$ 75.81	$ 75,051.90
12" Valves	6	Each	$ 4,140.97	$ 24,845.82
8" PVC Water	95	Lin Ft	$ 44.10	$ 4,189.50
Pole Support	1	Each	$ 1,553.80	$ 1,553.80
Asphalt	43494	Sq Ft	$ 2.39	$ 103,950.66
Roadbase	48994	Sq Ft	$ 1.38	$ 67,611.72
Subgrade	7165	Cu Yd	$ 9.14	$ 65,488.10
Striping	0.5	Lump	$ 3,304.00	$ 1,652.00
Engineering/Staking and Testing	1	Lump	$ 34,434.35	$ 34,434.35
Total:				**$ 378,777.85**

Bench Lake Townhomes 1100 West System Improvements Estimate				
Item	**Quantity**	**Unit**	**Unit Price**	**Total**
Asphalt	19247	Sq Ft	$ 2.39	$ 46,000.33
Roadbase	22747	Sq Ft	$ 1.38	$ 31,390.86
Subgrade	15986	Cu Yd	$ 9.14	$ 146,112.04
Striping	0.5	Lump	$ 3,304.00	$ 1,652.00
Engineering/Staking and Testing	1	Lump	$ 22,155.00	$ 22,155.00
Total:				**$ 247,310.23**

HURRICANE CITY
UTAH

STAFF COMMENTS

DISCUSSION FOR NOVEMBER 5, 2026

To: Hurricane City Council
From: Gary Cupp, Planning Director
File Nos. PP26-05 & HIL26-01

Background/Request:
The applicant is requesting approval of a preliminary plat requiring a sensitive lands review for a mixed-use development located north of Highway 59 adjacent to the Hurricane Hill. The proposal is for 57 total lots, of which 48 are townhomes and the remaining nine are for multifamily, short-term rental, and commercial uses. The zoning and site plan for the project site was approved in 2020 and is governed by a development agreement that was recorded in 2021 and amended in 2025. The amended development agreement designates the City Council as the approving authority of preliminary plats for the Kachina Ridge development. The agreement also limits the development to 566 total residential units and imposes other requirements on the development, including construction of a UDOT-approved interchange on Highway 59.

Preliminary Plat Review:
The property is zoned Planned Commercial (PC). Planned Commercial is a mixed-use zone and this property was entitled prior to a recent code update requiring a minimum of 67 percent commercial uses and a minimum of 20 percent residential for Planned Commercial projects. The proposed preliminary plat substantially complies with the preliminary site plan approved as part of the 2020 zone change entitlement. The proposed plat indicates 48 townhomes, 168 nightly rental units, and four multifamily residential pads. The development agreement states that the density cannot be more than 8.5 units per gross acre the preliminary plat states that 566 total units are proposed, and 350 multifamily units are proposed across the four out lots. The development agreement allows 30% of the total dwelling units to be nightly rentals; the applicant is proposing 168 nightly rental units, which complies with the agreement.

Site Plan Requirements. Individual site plan approvals will be required for each phase. The applicant will need to ensure that 90,000 square feet of commercial development is provided as well as architectural design standards for the entire project.

Interchange Construction. Prior to approval of construction drawings and recordation of final plats, the applicant must submit to the city UDOT-approved plans for the interchange on Highway 59. Construction of the interchange shall be required to occur concurrently with subdivision improvements.

Geologic Hazards. Portions of this property are identified as being within a rockfall hazard zone per Utah Geological Survey Special Study 127. The applicant will need to comply with Hurricane City Code (HCC) section 10-28-2(C) in the preparation of the final plat. No habitable development is proposed in the rockfall hazard areas.

Sensitive Lands Review:

Due to the conditions of the development agreement and the project location being situated on the Hurricane Cliffs (which is identified as an area of special consideration by the Sensitive Lands Ordinance), the project was required to submit an application for a sensitive lands review. The applicant has provided a grading plan and slope map for the property, as well as a geotechnical report. The applicant has designed the project to limit grading on steep slopes above 30% and has depicted a "do not disturb" boundary that meets the intent and language of the sensitive lands code. The applicant is requesting that an exception to the sensitive lands ordinance be approved by the City Council, due to the required sewer line likely disturbing the Hurricane Cliffs. HCC 10-24-6(B) prohibits disturbance of slopes greater than 30% and HCC 10-24-7(8) discourages disturbance of the Hurricane Cliffs, but the applicant and their engineer can propose an alternative solution to mitigate these concerns under the code section HCC 10-24-3(G) cited below:

> *G. Exceptions: Exceptions to the provisions of this chapter may be granted by the city council upon recommendation from the planning commission when:*
>
> *1. An alternative solution is proposed for the protection of the sensitive land, based on sound and generally accepted engineering and land development principles, and said alternative will result in equal or better protection than development under the standards of this chapter; and is consistent with the purposes of this chapter. The alternative shall also be consistent with the general plan policies affecting sensitive lands;*

The applicant proposes that the sewer line be bored under and through the cliffside before connecting to existing sewer within the Shadow Mountain Mobile Estates subdivision. They have provided an exhibit (see below) depicting how the scarring of the hillside will be mitigated with painted and replaced boulders. The applicant has also committed to protecting in place the historic Hurricane Canal

during the boring procedure and will restore the canal to its former condition if needed when construction is complete, but it is not anticipated that the canal will be impacted by the boring.



Planning Commission Review and Recommendation:

At the October 22, 2026, Planning Commission meeting, the Planning Commission expressed concerns about the lack of utilities and infrastructure in project area. The commissioners also discussed access and project impacts on the city's roadways. City staff explained that the various members of the Joint Utility Committee (JUC) have reviewed the project and have worked with the applicant regarding the infrastructure and utilities needed to implement the project and have determined that project plans will adequately address these issues. The Public Works, Engineering, Water, and Power departments have recommended approval of the preliminary plat with conditions that will need to be met prior to approval of construction drawings and final plat approval, including submittal of UDOT-approved plans for the interchange on Highway 59. The Ash Creek special service district has also recommended approval of the preliminary plat. The Planning Commission voted unanimously to recommend approval of the preliminary plat and the exception to the Sensitive Lands Ordinance. In addition, the Planning Commission strongly urged that a barrier be required between the cliff face and the residential development in order to provide better safety for children and future residents.

Findings:

1. Based on staff and JUC review of the project plans, the preliminary plat adequately meets the requirements of the Hurricane City Code for approval.

2. Based on the proposed boring techniques designed to minimize disturbance of the Hurricane Cliffs during the construction of the project sewer line, along with the rendering provided by the applicant's engineer for reclamation of the disturbed area, staff supports approval of the requested exception to the Sensitive Lands Ordinance. Staff finds that the proposed boring alternative is consistent with the purposes of the Sensitive Lands Ordinance and the general plan policies affecting sensitive lands.

Staff Recommendation:

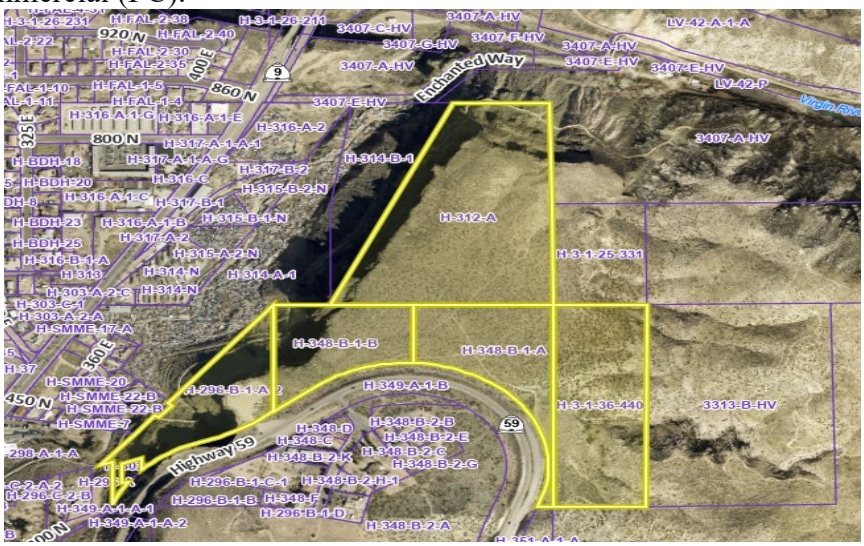
Staff recommends approval of the preliminary plat subject to staff and JUC comments and also recommends approval of the exception to the requirements of the Sensitive Lands Ordinance.

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**10/22/2025 - Planning Commission**
Application Number:	PP26-05 HIL26-01
Type of Application:	Preliminary Plat and Sensitive Lands
Action Type:	Administrative
Applicant:	Kent Stephens
Agent:	Brandee Walker
Request:	Approval of a Preliminary Plat and Sensitive Lands plan.
Location:	720 East Highway 59
Zoning:	Planned Commercial
General Plan Map:	Mixed Use
Recommendation:	Preliminary Plat: Approve subject to staff and JUC comments. Sensitive Lands: Recommend approval to the City Council.
Report Prepared by:	Fred Resch III

Discussion: The applicant is applying for a preliminary plat for a mixed-use development located north of Highway 59 adjacent to the Hurricane Hill. The proposal is for 57 total lots, of which 48 are townhomes and the remaining nine are for multifamily, short-term rental, and commercial uses. The development is governed by a development agreement originally approved in 2020, and recorded in 2021, which limits the development to 566 total residential units and imposes other requirements on the development, including construction of a UDOT-approved interchange on Highway 59. The property is zoned Planned Commercial (PC).



Vicinity Map

JUC Comments

1. **Public Works:** Approved.

2. **Fire:** Second access required.

3. **Sewer:** Approved.

4. **Water:** This will require a Water Model showing how the adjacent water system will not be impacted. Engineering will be required to separate the two systems on the same service line that doesn't have water line looping.

5. **Power:** Kachina Ridge developer has agreed to pay for offsite power improvements to get power to this location.

6. **Streets:** Approved.

7. **Gas:** Approved.

8. **TDS:** [No comments received.]

9. **Infowest:** [No comments received.]

10. **Engineering:** A Traffic Impact Study must be submitted for review and approval prior to Construction Drawing Approval (including the interchange drawings) (HCS 3.9.2). The following intersections must be included in the study in addition to the on-site traffic: State Street and Main Street, Main Street and 100 South, and 100 South and 100 East. Construction plans for the interchange and water tank must be approved prior to or concurrent with the subdivision construction plans (HCS 2.1(bullet 1) & HCC 10-37-4). Engineering will participate in a coordination meeting with UDOT in December. Proposed water mains must be in public rights of way (HCS 3.6.8). The rights of way must be sized for future development to properly locate proposed water and preserve standard alignments for other utilities (HCS 2.1(bullets 2&3) & HCS 2.2.9). Neighbor(s) must grant right of way prior to or concurrent with the subdivision construction plans. It's anticipated that the proposed sewer outfall will be bored to avoid sensitive lands concerns (see applicant's rendering). A backup alternate alignment seems possible with UDOT's and neighboring property owners' participation (Dori Tharp, and OBW Kolob, LLC). Applicant must finish an attempted lot line adjustment with Lot 10 of Shadow Mountain Mobile Home Estates (i.e. Final Plat Amendment). Cross sections need further refining (collector streets use HB30-7 curb & gutter and a proposed slope lies between the curb and gutter and trail on the east side of the main entry. It appears the dividing median on the main entry should extend between and to the intersections north and south of the interchange. The median seems to have been introduced at the Fire Districts' advice. The Traffic Impact Study must comment on the adequacy of the proposed access (HCS 3.2.4.2(K) & HCS 3.9.3(VII))

11. **Washington County Water Conservancy District:** Reviewing updates to the detention basin that could possibly be located on district property. Will provide updates to the city/developer. Washington County Water Conservancy District hereby acknowledges that based on the information provided, the project plans adequately mitigate interference with district facilities and property interests. The District

reserves the right to rescind this acknowledgement if additional information becomes available. The district has not determined whether water will be available for this development and does not hereby make any guarantee of water availability. In addition, the development must conform with applicable district requirements, including but not limited to payment of fees.

Staff Comments: Preliminary Plat

Analysis

1. Land Use: The property is zoned "Planned Commercial" (PC). Planned Commercial is a mixed-use zone and this property was entitled prior to a recent code update requiring a minimum of 67 percent commercial uses and a minimum of 20 percent residential for Planned Commercial projects. The proposed preliminary plat substantially complies with the preliminary site plan approved as part of the 2020 zone change entitlement.
    - The proposed plat indicates 48 townhomes, 168 nightly rental units, and four multifamily residential pads. The development agreement states that the density cannot be more than 8.5 units per gross acre the preliminary plat states that 566 total units are proposed, and 350 multifamily units are proposed across the four out lots.
    - The development agreement allows 30% of the total dwelling units to be nightly rentals; the applicant is proposing 168 nightly rental units, which complies with the agreement.
2. Onsite Management: Per the development agreement, the nightly rental area requires onsite management, a community pool, and a clubhouse. This requirement is noted on the preliminary plat.
3. Amenities: A trailhead and 12-foot-wide asphalt trail along Highway 59 replacing and continuing the existing Hurricane Rim Trail is proposed as required by the development agreement. A 4-foot-wide gravel "chat trail" is proposed along the ridge line, which is also as required by the development agreement. Besides trails, a clubhouse, and pool area, the preliminary plat does not depict any other amenities. The development agreement requires that all residential dwelling units be within one-third mile of an outdoor recreation amenity. This will need to be verified with the final site plan applications.
4. Site Plan Requirements: Individual site plan approvals will be required for each phase. The applicant will need to ensure that 90,000 square feet of commercial development is provided as well as architectural design standards for the entire project.
5. Geologic Hazards: Portions of this property are identified as being within a rockfall hazard zone per Utah Geological Survey Special Study 127. The applicant will need to comply with Hurricane City Code (HCC) section 10-28-2(C) in the preparation of the final plat. No habitable development is proposed in the rockfall hazard areas.
6. Interchange Construction: Prior to approval of construction drawings and recordation of final plats, the applicant must submit to the city UDOT-approved plans for the interchange on Highway 59. Construction of the interchange shall be required to occur concurrently with subdivision improvements.
7. Will Serve: Will-serve letters from the water company and the sewer district have been provided.
8. 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, Hurricane City and other cities report monthly the number of 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 57 lots contemplated by this application were reported to WCWCD as part of the Kachina Ridge Development Agreement.

Staff Comments: Sensitive Lands Application

Analysis

Due to the conditions of the development agreement and the project location being situated on the Hurricane Cliffs (which is identified as an area of special consideration by the Sensitive Lands Ordinance), the project was required to submit an application for a sensitive lands review.

1. The applicant has provided a grading plan and slope map for the property, as well as a geotechnical report. The applicant has designed the project to limit grading on steep slopes above 30% and has depicted a "do not disturb" boundary that meets the intent and language of the sensitive lands code.
2. The applicant is requesting that an exception to the sensitive lands ordinance be approved by the City Council, due to the required sewer outfall line likely disturbing the Hurricane Cliffs. HCC 10-24-6(B) prohibits disturbance of slopes greater than 30% and HCC 10-24-7(8) discourages disturbance of the Hurricane Cliffs, but the applicant or their engineer can propose an alternative solution to these concerns under the code section HCC 10-24-3(G) cited below:

G. Exceptions: Exceptions to the provisions of this chapter may be granted by the city council upon recommendation from the planning commission when:

1. An alternative solution is proposed for the protection of the sensitive land, based on sound and generally accepted engineering and land development principles, and said alternative will result in equal or better protection than development under the standards of this chapter; and is consistent with the purposes of this chapter. The alternative shall also be consistent with the general plan policies affecting sensitive lands;

The applicant proposes that the the sewer line be bored under and through the cliffside before connecting to existing sewer within the Shadow Mountain Mobile Estates subdivision. They have provided an exhibit depicting how they will cover up the scarring of the hillside with painted and replaced boulders. The applicant is also committed to protecting in place an historic Hurricane Canal tunnel in the vicinity and restoring the canal to its former condition when construction is complete.

Preferred Alternative: There is another possible solution that may accomplish the same goal without scarring the hillside in as prominent a way (see Engineering comments above) involving several other property owners, however this proposal may not be feasible due to concerns about UDOT permitting utility installation within their right-of-way. Staff finds that the applicant's proposed Hillside Reclamation Plan provides equal or better protection for the sensitive lands area on the Hurricane Cliffs.

Recommendation: The Planning Commission should review this application based on standards within the Hurricane City Code. Staff recommends approval of the preliminary plat subject to staff and JUC comments and recommends the Planning Commission make a recommendation of approval to the City Council on the Sensitive Lands application.

Kachina Ridge March 6, 2026

Preliminary Plat Narrative

The purpose of this preliminary plat application is to further gain entitlement and to subdivide Kachina Ridge located at approximately 720 East Highway 59, Hurricane, Utah. The project consists of multiple parcels (H-296-B-1-A, H-348-B-1-B, H-348-B-1-A, H-3-1-36-440, H-3-1-25-331, H-291) totaling approximately 66.6 acres.

Kachina Ridge has a recorded development agreement with Hurricane City (Doc #20210081735) allowing for the development of residential units, amenities, commercial uses, and open spaces and trails. This application aligns with the development agreement limiting the number of residential units to 8.5 per gross acre (566 units) of which, 30% shall be designated for short-term rentals. Proposed Lot 5, as shown on the preliminary plat, is the short-term rental area indicating a maximum unit count of 168 and the requirement of a clubhouse and pool area.

The west ridge proposes 48 townhome units which will be individually subdivided and be the Phase 1 portion of development. Combining 48 townhome units and 168 short-term rental units as designated, the remaining 350 units will be allocated between Lots 2, 6, 7, and 8 respectively.

The project requires 90,000 square feet of commercial uses with no maximum limit to the amount of commercial space within the community. Lots 1, 3, and 4 are designated as commercial use. The desired commercial would include hotels, condo hotels, retail, and restaurants.

This site poses many challenges in terms of utility infrastructure and access from State Highway 59. Utility connections to sewer, water, and power have been coordinated with each provider.

Sewer

Sewer will connect at a location within 500 North Street and ascend the steep hillside entering the project within Lot 1. The property owner of H-SMME-10 has provided easement for the installation of the sewer through their private property. As the site drains both to the north and south, a sewer lift station will be required at the north low point as shown as Parcel A. The lift station will pressure feed sewer back to the gravity point of connection adjacent to townhome Unit 116. Ash Creek has requested a sewer conduit boring across the highway south to provide future expansion options. Ash Creek has reviewed the preliminary designs and offered a letter of will serve.

Water

The project requires a 850k gallon tank however, will install a 1M gallon tank at the request of the city water department offering a fee reimbursement program for the upsize. Alpha Engineering has preliminary designed the water tank, booster pump, and other water elements as shown on the preliminary plat.

Power

Power will access the project in a similar location to sewer as it traverses the hillside from Shadow Mountain Mobile Estates along 450 North. The power system has been coordinated with the city power department and the appropriate easements obtained.

UDOT Access

An interchange has been designed to provide access to both the proposed Kachina Ridge community as well as improve the accessibility to the existing residents on the south side of the highway. Access is being provided via an underpass to the site with on and off ramps in each direction. UDOT has reviewed and provided the initial approvals per applications made by Forsgren Engineering.

Sensitive Lands

Due to the steep slopes above and below the project site, a sensitive lands application is required and has been concurrently submitted with this application. The hillside has been designated and grading disturbance has been restricted beyond the slope line limits. The intent of the preliminary plat and initial subdivision improvements is to provide grading and improvement of streets, general utility infrastructure to each large lot and townhome sites. The individual large lots will require further grading and drainage improvements once a development site plan and applicable applications are made to the city at time of development request.

Hurricane Planning Commission
Meeting Minutes
October 22, 2026

Minutes of the Hurricane City Planning Commission meeting held on October 22, 2026, at 6:00 p.m. in the City Council Chambers located at 147 N. 870 West Hurricane UT, 84737

Members Present: Mark Sampson, Paul Farthing, Ralph Ballard, Kelby Iverson, Michelle Smith, and Scott Hughes.

Members Excused: Shelley Goodfellow, Brad Winder, Kelby Iverson

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

6:00 p.m. - Call to Order

Roll Call

Pledge of Allegiance led by Scott Hughes

Prayer and/or thought by invitation given by Ralph Ballard

Approval of Agenda

Paul Farthing motioned to approve the agenda as presented. Scott Hughes seconded the motion. Unanimous.

Declaration of any conflicts of interest - none

NEW BUSINESS

1. PP26-05: Discussion and consideration of a possible approval of a preliminary plat for Kachina Ridge, a 56 lot mixed use development located at 720 E Highway 59. Kent Stephens, Applicant. Brandee Walker, Agent.

Gary Cupp shared that… development agreement. They have entitlements to a master planned community. They have a planned commercial zone. They are coming in with their first phase of develoment. Mark asked if there was an expiration date to something like this? Dayton said that there was an expiration date until they got their final plat. He thinks it was seven years but the developer went to city council last year and asked for an extension on the expiration date. So yes, but it's been extended and we haven't gotten their yet. Paul Farthing asked why we would approve a preliminary plat where there is no sewer, power, water, and an over pass is needed. Giving approval for something that requires tens of millions of dollars. It seems too early when a preliminary plat expires in a year. Dayton – they have entitlements to a master planned community and their proposal is to build the infrastructure at the same time. Gary – for a preliminary plat, we are okay. Staff expressed the same concerns Paul pointed out. But internal conversations feel like they have reached the point where approval of a preliminary plat can be approved. However, construction drawings cannot be approved, final plat cannot be applied for, and…. Until there is approval and construction of the underpass from UDOT has been done. We are relying on the JUC comments and recommendations. Kent Stephens shared that the

conditions within the original development agreement was hard to work with but they have gone back and forth. They are finally at that point where they can move forward. The UDOT process is long and slow but from a technical perspective, they have been moving as quick as they can. The development agreement extension says only preliminary plat needs to be approved by the end of 2028. mark asked if UDOT has approved this? Jeremy said that they have an update meeting with UDOT so they will know more then but yes, it is under conversation and planning. Scott – are you planning on putting in infrastructure right away? Kent – we would have liked to start years ago but working through each utilities is time consuming and they have finally worked through those to a satisfactory plan. Michelle – you're not planning to move forward without UDOT's approval, are you? Kent – no, it's impossible to not have approval of UDOT construction plans. Brandee – we have approval of the vertical, the design approval is now what we are waiting for. Ralph – in general, he doesn't have a problem. It looks good, but there are problems. The east entrance, is that where the runway truck ramp is at? Brandee – she pointed it out on the map, and it is not in the same place. Ralph – that's a lot of on and off on this curve. Is there any other in and outs of this development? Brandee – there are two points of access for this overall development. They have approval from emergency services and UDOT is good with the design. Ralph – people hitting things off this cliff, you have people driving off the cliff and people jumping off. Putting high density housing right here, you're talking about kids here, and not having a wall for safety is one of his biggest concerns. Keeping it far enough away from the cliffs edge. On and off the high way, protecting others at the bottom from things up top, and a barrier to keep people safe from the cliffs edge. Kent – a restaurant and townhomes are what is planned for the cliffs edge, they have no problems putting in a wall from cliffs edge. Ralph – the geo-hazzard risks are there and they need to be taken care of. Kent – UDOT's engineers came back saying that there are options but the standard would not expand beyond a typical t section for this development. Part of the spirit of the development agreement is to go above the general requirements to make sure the interchange is robust and it's more than what would typically be required of a development of this size. Its to put in the infrastructure that goes above and beyond to make things functional and safe. Scott – he remembers years ago the conversation that Arthur said the impact of this would have on intersections in town. If the traffic study comes back and it says the intersections in town need to be addressed, are you willing to address those? Kent – we are happy to engage in that and it would become part of the plan to mitigate the traffic issues. If there is not a direct impact within the traffic study, it's beyond the scope of the development agreement. However, if it does, they are going to absorb that into the construction. Michelle – are the neighbors okay with this? Kent – the neighbor who owns most the property up there is in coordination with them, he has to be. Michelle – if the stops have to be addressed farther into town, who is taking on that expense? Kent – we are willing to take on a proportionate amount to their development. Brandee – the existing traffic study has been asked to be expanded to include the intersections so they can see if updates are going to be needed. Dayton – most of the conversation has been addressed in the staff comments but Ralph raised a concern about public safety, the commission can make a recommendation that requires a fence. Kent – he would like to not be bound to architectural standards but there will never not be a barrier. Ralph – we have to fix our transportation throughout town. He doesn't have any issues with the development, he has heartburn about giving further entitlement without…. Brandee – part of the development agreement does require a small pathway along the cliffs edge. It'll be just a walking path and not paved.

Paul Farthing motioned to approve PP26-05 subject to staff and JUC comments with the addition that a barrier be put in along the cliffs edge that is acceptable to the city. Scott Hughes seconded the motion.

Further discussion….

Roll call. Michelle – aye, scott – aye, paul – aye, mark – aye, ralph – aye. Unanimous.

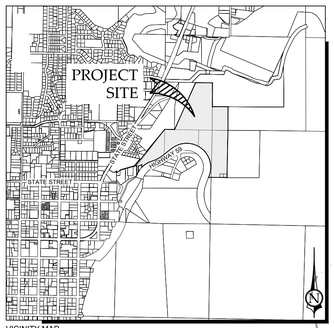
2. HIL26-01: Discussion and consideration of a recommendation to the City Council on a Sensitive Lands development plan for Kachina Ridge, a 56 lot mixed use development located at 720 E Highway 59. Kent Stephens, Applicant. Brandee Walker, Agent.

Gary – as part of the agreement and the hurricane cliffs, it falls under the requirement of our sensitive lands. Overall, the project complies other than the sewer outfall proposed. However, the ordiannce does allow for an exception to be granted by the city council. They are looking to bore down the hillside but staff feels based off the renderings and minimal effort this might take, staff feels it would be acceptable and we recommend this move forward. Ralph – you want the alternative? Gary – it meets the exception requirements, they are requesting the exception of boring with minimal disturbance. Jeremy – he shared their proposed plans, they have easements with the neighboring owners in Shadow Mountain. If this is an absolute no from the commission, there are other options of bringing the sewer down. There would be other requirements to do another route. There are still challenges to put this in the way that it is proposed, but its possible. Ralph asked about the high pressure gas line. Jeremy – on the washington county gis map, he showed where existing lines are at and how they would achieve putting in the sewer line the way they are proposing. Michelle – she is worries about the Hurricane Canal tunnel collapsing with the boring of the sewer line. Kent – they did discuss with the histroic preservation committee and they felt that staff was doing a good job at the recommendations and as long as they follow the recommendation with the staff report, they were okay with it.

Scott Hughes motioned a recommendation of approval of HIL26-01 to the City council subject to staff and JUC comments. Paul Farthing seconded the motion. Roll call. Michelle – aye, shes okay with the development but concerned about the boring of the sewer line and the preservation of the tunnel. Scott – aye, paul – aye, ralph – aye, mark – aye. Unanimous.

Ralph Ballard motioned to adjourn. Paul Farthing seconded the motion. Unanimous.

Adjournment at 6:59PM.



VICINITY MAP
N.T.S

NORTH 1/4 CORNER SECTION 36, TOWNSHIP 41 SOUTH, RANGE 13 WEST SALT LAKE BASE & MERIDIAN, (FOUND 1978 BLM BRASS CAP)

POINT OF BEGINNING

N 0°21'08" E 660.16'

451.81'

170.52'

S 1°13'42" W 1316.66'

1144.49'

LEE & LOWNEY LLC
3407-B-1-HV

EXISTING CANAL TRAIL

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

HILLSIDE AREA

365.54'

260.94'

PARCEL A
1.09 ACRES

210.00'

225.56'

PROPOSED WATER TANK

211.36'

WATER TANK PARCEL

EXISTING HURRICANE RIM TRAIL

S 89°21'35" E 440.01'

286.39'

SITLA
H-3313-1-NP

S 89°30'21" E 440.02'

PARK AMENITY & DRAINAGE

4' CHAT TRAIL

APPROXIMATE EXISTING TRAIL ACCESS TO CANAL TRAIL TO BE PRESERVED

TRAIL HEAD

248.66'

25.00' WATER LINE EASEMENT / PUBLIC RIGHT-OF-WAY

NEW WATER MAIN

S 0°21'08" W 673.70'

402.58'

230.12'

CLUBHOUSE & POOL AREA

4' CHAT TRAIL TO 12' ASPHALT TRAIL TRANSITION

S 89°26'15" E 471.02'

9
41,961 S.F.
0.96 ACRES

7
266,333 S.F.
6.11 ACRES
MULTIFAMILY RES

270.26'

6
204,795 S.F.
4.70 ACRES
MULTIFAMILY RES

5
700,955 S.F.
16.09 ACRES
SHORT TERM RENTALS (168 UNITS)

EX TRUCK RAMP

HILLSIDE AREA (COMMON AREA)

102.68'

105.57'

50.05'

82.10'

L=93.13'

51.57'

L=38.34'

49.96'

41' PUBLIC STREET

43.91'

L=43.11'

50.05'

A

50.16'

L=137.94'

SEWER LIFT STATION

10.00' PUE

12' ASPHALT TRAIL

HIGHWAY 59

148
147
146
145

138.25'

760 NORTH

79.15'

236.32'

650 EAST

60' PUBLIC STREET

548.76'

275.03'

L=139.85'

575 NORTH

60' PUBLIC STREET

L=330.38'

371.66'

COMMERCIAL
4
57,190 S.F.
1.31 ACRES

BORE WATER CROSSING UNDER HIGHWAY 59 (PER ALPHA ENGINEERING)

L=31.43'

144
143
142
141

60.63'

L=147.08'

L=170.37'

375.00'

PROPOSED UDOT ROW

H-348-B-2-A

L=160.98'

10.00' P.U.E

L=159.44'

8
140,921 S.F.
3.24 ACRES
MULTIFAMILY RES

COMMERCIAL
3
72,852 S.F.
1.67 ACRES

12' ASPHALT TRAIL (TOP SLOPE & SIDEWALK AT RIGHT-OF-WAY)

70.00'

150.24'

L=159.55'

20.00'

L=165.49'

140
139
138
137

L=151.23'

183.36'

630 EAST 45' PUBLIC STREET

L=73.17'

PUBLIC STREET

EXISTING UDOT ROW

HIGHWAY 59

136
135
134
133

20.00'

183.52'

L=81.92'

170.39'

134.68'

12' ASPHALT TRAIL (NO SIDEWALK)

165.40'

67.36'

L=185.45'

20.00'

8" WATER LOOP (PER ALPHA ENGINEERING) TO BE LOCATED WITHIN A PUBLIC RIGHT-OF-WAY

132
131
130
129

20.00'

L=85.60'

GRAVITY SEWER MH

2
123,666 S.F.
2.84 ACRES
MULTIFAMILY RES

UDOT CONNECTION (PER FORSGREN)

30.00' SETBACK TO RIDGE LINE TYP.

128
127
126
125

L=232.58'

L=91.08'

L=150.55'

387.09'

PROPOSED UDOT ROW

124
123
122
121

20.00'

L=312.70'

L=122.69'

L=150.92'

12' ASPHALT TRAIL

4' CHAT TRAIL

120
119
118
117

116
115
114
113

20.19'

117.66'

48.50'

L=152.26'

172.12'

8" WATER LINE (TO BOOSTER PUMP)

BORE WATER CROSSING UNDER HIGHWAY 59

112
111
110
109

10.00' P.U.E

108
107
106
105

172.12'

H-348-D

1000 EAST

EXISTING 12" WATERLINE

12" WATER LINE (TO BOOSTER PUMP)

12" SEWER CASING

WATER BOOSTER PUMP (PER ALPHA ENGINEERING)

H-348-C

104
103
102
101

20.00'

DRAINAGE

EXISTING OVERHEAD POWER

H-348-K

S 24°13'48" W 1440.43'

BALLARD RALPH T & RUTH M TRS
H-314-B-1

HILLSIDE AREA (COMMON AREA)

Ø111.00'

117.26'

N 52°23'01" E 271.26'

HIGHWAY 59

H-296-B-1-C-1

S 88°52'52" E 273.65'

BALLARD RALPH T & RUTH M TRS
H-314-A-1

EXISTING CANAL TRAIL

MATCHLINE
SEE SHEET 2 FOR UTILITY CONNECTION

1
89,537 S.F.
2.06 ACRES
COMMERCIAL

20.00'

SECONDARY ACCESS (FORSGREN DESIGN)

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

EXISTING CANAL TRAIL

PROJECT INFO

LOTS 101-148 = TOWNHOMES (48 UNITS)
LOTS 1, 3, & 4 = COMMERCIAL
LOTS 2, 6-8 = MULTIFAMILY RESIDENTIAL (350 UNITS)
LOT 5 = MULTIFAMILY SHORT-TERM RENTAL (168 UNITS)

DENSITY
RESIDENTIAL UNITS: 566 TOTAL DOORS (8.5 x 66.54 ACRES = 566)
COMMERCIAL: 90,000 SF MINIMUM

BOUNDARY DESCRIPTION

BEGINNING AT A POINT S 89°29'08" E 440.00 FEET ALONG THE NORTH LINE OF SECTION 36, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, FROM THE NORTHWEST CORNER OF SAID SECTION 36, AND RUNNING THENCE S 1°13'41" W 1316.66 FEET ALONG THE MUNICIPAL BOUNDARY LINE OF HURRICANE CITY, TO A POINT ON THE NORTH 1/16TH LINE OF SAID SECTION 36; THENCE N 89°21'35" W 440.00 FEET ALONG SAID LINE, TO THE NORTH 1/16TH CORNER OF SAID SECTION 36; THENCE N 88°50'50" W 71.31 FEET ALONG THE NORTH 1/16TH LINE OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, TO A POINT ON THE EXISTING EASTERLY RIGHT OF WAY LINE OF STATE ROUTE 59 (SR-59) PROJECT NO. FAP S-0410(1); THENCE ALONG SAID EXISTING EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) N 20°27'01" E 44.95 FEET, TO THE POINT OF CURVATURE OF A 673.14 FOOT RADIUS CURVE TO THE LEFT, (2) THENCE ALONG THE ARC OF SAID CURVE 1739.56 FEET THROUGH A CENTRAL ANGLE OF 148°04'00", (3) THENCE S 52°23'01" W 351.65 FEET, TO THE POINT OF CURVATURE OF A 855.16 FOOT RADIUS CURVE TO THE RIGHT, (4) THENCE ALONG THE ARC OF SAID CURVE 300.50 FEET THROUGH A CENTRAL ANGLE OF 20°08'00", (5) THENCE S 72°31'01" W 16.79 FEET, TO THE POINT OF CURVATURE OF A 673.14 FOOT RADIUS CURVE TO THE LEFT, (6) THENCE ALONG THE ARC OF SAID CURVE 342.68 FEET THROUGH A CENTRAL ANGLE OF 29°10'05", TO A POINT ON THE EAST LINE OF PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 39427, RECORDED AND ON FILE IN THE OFFICE OF THE RECORDER, WASHINGTON COUNTY, STATE OF UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING FOUR (4) COURSES, (1) N 1°07'08" E 79.28 FEET, (2) THENCE S 67°07'08" W 100.32 FEET, (3) THENCE S 1°07'08" W 125.16 FEET, (4) THENCE N 74°07'08" E 32.69 FEET, TO A POINT ON THE EXISTING WESTERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 59 (SR-59); SAID POINT ALSO BEING ON A 673.14 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, WITH A RADIUS WHICH BEARS S 54°56'44" E; THENCE ALONG THE ARC OF SAID CURVE 171.12 FEET THROUGH A CENTRAL ANGLE OF 14°33'55", THENCE N 1°09'10" E 280.56 FEET; THENCE S 74°09'10" W 57.17 FEET; THENCE N 39°40'09" E 254.79 FEET, TO THE SOUTHEAST CORNER OF SHADOW MOUNTAIN MOBILE ESTATES SUBDIVISION; THENCE N 39°18'17" E 153.97 FEET ALONG THE BOUNDARY OF SAID SUBDIVISION, TO THE SOUTHWESTERLY CORNER OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 20250033657; THENCE ALONG THE BOUNDARY OF SAID PARCEL THE FOLLOWING THREE (3) COURSES: (1) S 50°41'43" E 25.00 FEET, (2) THENCE N 39°18'17" E 99.19 FEET, (3) THENCE N 50°41'43" W 25.00 FEET, TO A POINT ON THE SOUTHEASTERLY BOUNDARY OF SAID SHADOW MOUNTAIN MOBILE ESTATES SUBDIVISION; THENCE N 39°18'17" E 13.71 FEET ALONG SAID BOUNDARY; THENCE N 38°46'43" E 803.87 FEET, TO A POINT ON THE NORTH LINE OF SAID SECTION 35, POINT ALSO BEING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE S 88°52'52" E 273.85 FEET ALONG SAID NORTH LINE, TO THE SOUTH MOST POINT OF A PARCEL MORE PARTICULARLY DESCRIBED IN ENTRY NO. 654199, RECORDED AND ON FILE IN THE OFFICE OF SAID RECORDER; THENCE N 24°09'51" E 1440.41 FEET, TO A POINT ON THE SOUTH 1/16TH LINE OF SECTION 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN, ALSO BEING ON THE MUNICIPAL BOUNDARY OF HURRICANE CITY; THENCE ALONG SAID MUNICIPAL BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: (1) S 88°53'50" E 472.42 FEET ALONG SAID SOUTH 1/16TH LINE, TO THE SOUTH 1/16TH CORNER OF SAID SECTION 26, (2) THENCE S 0°21'08" W 665.71 FEET ALONG THE EAST LINE OF SAID SECTION 26, (3) THENCE S 89°37'54" E 440.00 FEET, (4) THENCE S 0°21'08" W 661.13 FEET, TO THE POINT OF BEGINNING.
CONTAINS 66.54 ACRES MORE OR LESS

NOTES

1. **GEOTECHNICAL SUMMARY:** SOILS ON-SITE PREDOMINANTLY CONSISTED OF SANDS AND SILTS WITH VARYING AMOUNTS OF GRAVEL AND RELATIVELY THIN LAYERS OF WEAK TO MODERATELY HARD MUDSTONE UNDERLAIN BY LIMESTONE AND BASALT BEDROCK. ON-SITE SOILS WERE LOOSE TO VERY DENSE AND DRY TO SLIGHTLY MOIST. GROUNDWATER WAS NOT ENCOUNTERED IN THE BORINGS OR TEST PITS AT THE TIME OF INVESTIGATION.
THE SITE IS LOCATED WITHIN A HURRICANE FAULT SPECIAL STUDY ZONE AND MAY REQUIRE ADDITIONAL FAULT INVESTIGATIONS TO DEFINE FAULT TRACES AND ESTABLISH BUILDING SETBACKS. LIQUEFACTION POTENTIAL IS CONSIDERED LOW DUE TO THE ABSENCE OF GROUNDWATER AND THE RELATIVELY HIGH FINES CONTENT OF SITE SOILS. ROCKFALL AND BASALT SLOPE INSTABILITY HAZARDS EXIST ALONG PORTIONS OF THE SITE PERIMETER, AND SETBACKS FROM BASALT CLIFFS ARE RECOMMENDED.
LABORATORY TESTING INDICATED SEVERE SULFATE EXPOSURE POTENTIAL (S3), REQUIRING SULFATE-RESISTANT CONCRETE DESIGN AND USE OF NON-METALLIC BURIED UTILITIES WHERE PRACTICAL. SOME SITE SOILS EXHIBITED LOW TO HIGH COLLAPSE POTENTIAL AND LOCALIZED SWELL POTENTIAL, MAKING MOISTURE CONTROL AND DRAINAGE CRITICAL TO LONG-TERM PERFORMANCE
2. PROPERTY IS NOT LOCATED WITHIN A DESERT TORTOISE TAKE AREA.
3. PRELIMINARY SITE PLANS WILL BE REQUIRED AT TIME OF INDIVIDUAL LARGE LOT DEVELOPMENT ONCE SITE LAYOUT IS DETERMINED. THE PURPOSE OF THIS PLAT IS TO SUBDIVIDE LARGE LOTS WHICH WILL BE FURTHER DEVELOPED AT A LATER TIME.

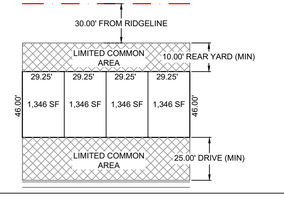
LEGEND

- PROJECT BOUNDARY LINE
- PROPOSED LOT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED WATER LINE
- PROPOSED SEWER MAIN
- STORM DRAIN
- DRAINAGE FLOW DIRECTION
- HILLSIDE DISTURBANCE LINE

(BASIS OF BEARING) N 88°52'52" W 2655.75' (CORRIDER TO CORNER)

NORTH 1/4 CORNER SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST SALT LAKE BASE & MERIDIAN, (FOUND BRASS CAP)

TOWN HOME UNITS TYP.



APPLICANT

KENT STEPHENS
3010 EAST BONANZA ROAD
GILBERT, AZ 85297
801-706-3085
KENTCSTEPHENS@GMAIL.COM

0 50 100 200

SCALE: 1" = 100'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

PRELIMINAY PLAT
KACHINA RIDGE
SITE & UTILITY PLAN

LOCATED IN
SECTION 35 & 26, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN
WASHINGTON COUNTY - WASHINGTON, UTAH

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

KACHINA RIDGE
PRELIMINARY PLAT
LOCATED IN: HURRICANE, UTAH

PROJECT NO: 23396	
DRAWN BY: BLW	
DATE: 10/06/2026	
SCALE OF SHEET	
HORIZ: 1" = 100'	
VERT: N/A	
SHEET	1 OF 3

LEGEND

- PROJECT BOUNDARY LINE
- PROPOSED LOT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED WATER LINE
- PROPOSED SEWER MAIN
- PROPOSED POWER LINE
- STORM DRAIN
- HILLSIDE DISTURBANCE LINE

0 50 25 100

SCALE: 1" = 50'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

HILLSIDE AREA

MATCHLINE SEE SHEET 1

S 88°52'52" E 273.65'

WATER BOOSTER PUMP (PER ALPHA ENGINEERING)

GATE W/ FIRE DEPARTMENT ACCESS

Ø96.00'

20.00'

10.00' P.U.E

117.32'

25.00' SEWER EASEMENT

N 52°23'01" E 271.26'

EXISTING CANAL TRAIL

EX POWER TO REMAIN

86.20'

1
89,537 S.F.
2.06 ACRES
COMMERCIAL

HILLSIDE AREA
(COMMON AREA)

20.00' SECONDARY EMERGENCY ACCESS (GATED) PER FORSGREN DESIGN

H-348-C

H-348-B-2-K

H-296-B-1-C-1

HIGHWAY 68

EXISTING UTILITIES (TO REMAIN)

156.07'

71.98'

72.62'

98.81'

117.19'

HILLSIDE AREA

PROPOSED SEWER MAIN

PROPOSED OH POWER

20.00' POWER EASEMENT

25.00' SEWER EASEMENT

EXISTING CANAL TRAIL BRIDGE

EXISTING CANAL TRAIL TUNNEL

FUTURE TRAIL ROUTE ALTERNATIVE AROUND EXISTING TUNNEL

S 72°51'01" W 163.34'

H-296-B-1-B

N 38°48'43" E 863.85'

H-314-A-1

H-314-N

H-314-N

N 39°18'17" E 13.71'

N 50°41'43" W 25.00'

S 39°18'17" W 99.19'

S 50°41'43" E 25.00'

HERITAGE RENTALS LLC
H-SMME-10

HILLSIDE AREA
(COMMON AREA)

N 39°18'17" E 154.11'

N 1°07'08" E 79.29'

S 87°07'08" W 100.34'

HURRICANE CITY
H-302

S 1°07'08" W 125.18'

N 1°09'10" E 280.53'

H-314-P-1

STATE STREET - HIGHWAY 9

500 NORTH STREET

SEWER POINT OF CONNECTION

SHADOW MOUNTAIN MOBILE ESTATE

450 NORTH STREET

PRELIMINAY PLAT
KACHINA RIDGE
UTILITY CONNECTION PLAN

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

CivilScience

KACHINA RIDGE
PRELIMINARY PLAT
LOCATED IN: HURRICANE, UTAH

PROJECT NO:	23396
DRAWN BY:	BLW
DATE:	10/06/2026
SCALE OF SHEET	HORIZ: 1" = 50' VERT: NA
SHEET	2 OF 3

LEE & LOWNEY LLC
3407-B-1-HV

PARCEL A

PROPOSED WATER TANK (PER ALPHA ENGINEERING)

FILL SLOPE TO BE REVEGETATED AND SPECIAL CARE TAKEN TO RE-ESTABLISH NATIVE LANDSCAPE MATERIALS WITH PLANTS AND ROCK COVERAGE

DO NOT DISTURB (HILLSIDE)

DO NOT DISTURB

SITLA
H-3313-1-NP

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

STORM WATER BASIN

PRESERVE EXISTING ROCK OUTCROPPING

TRAIL

INSTALL 24" STORM DRAIN CULVERT

INSTALL STORM DRAIN TO PROPOSED BASIN

7
266,333 S.F.
6.11 ACRES

9
41,961 S.F.
0.96 ACRES

6
204,795 S.F.
4.70 ACRES

5
700,955 S.F.
16.09 ACRES

4
57,190 S.F.
1.31 ACRES

3
72,852 S.F.
1.67 ACRES

8
140,921 S.F.
3.24 ACRES

2
123,666 S.F.
2.84 ACRES

1
89,537 S.F.
2.06 ACRES

650 EAST
60' PUBLIC STREET

575 NORTH
60' PUBLIC STREET

45' PUBLIC STREET

630 EAST
52' PUBLIC STREET

EX TRUCK RAMP

HIGHWAY 59

PROJECT LIMITS SEE GRADING BY FORSGREN

PROJECT LIMITS SEE GRADING BY FORSGREN

H-348-B-2-A

H-348-D

1000 EAST

H-348-C

H-348-K

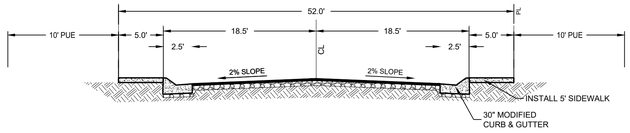
H-296-B-1-C-1

BALLARD RALPH T & RUTH M TRS
H-314-B-1

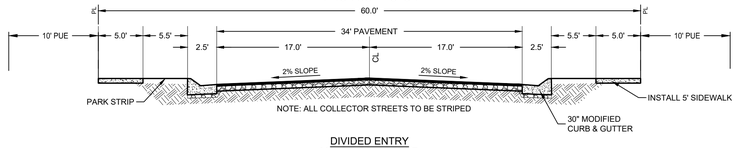
BALLARD RALPH T & RUTH M TRS
H-314-A-1

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

TYPICAL 52' PUBLIC STREET

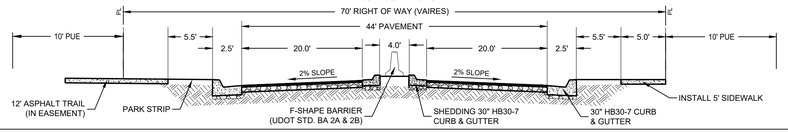


TYPICAL 60' PUBLIC STREET
MINOR COLLECTOR



NOTE: ALL COLLECTOR STREETS TO BE STRIPED

DIVIDED ENTRY
MAJOR COLLECTOR



LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED LOT LINES
- EXISTING LOT LINES
- DRAINAGE FLOW DIRECTION
- PROPOSED HDPE STORM DRAIN (SIZE PER PLAN)
- PROJECT LIMITS
- PROPOSED RETAINING WALL
- HILLSIDE DISTURBANCE LINE

STORM DRAIN NOTE

ADDITIONAL STORM DRAIN INFRASTRUCTURE WILL BE INSTALLED AT THE TIME OF DEVELOPMENT OF EACH LOT. INDIVIDUAL SITE PLAN SUBMITTAL WILL BE REQUIRED.

0 100
50 200

SCALE: 1" = 100'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

PRELIMINAY PLAT
KACHINA RIDGE
GRADING & DRAINAGE PLAN

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

KACHINA RIDGE
PRELIMINARY PLAT
LOCATED IN: HURRICANE, UTAH

PROJECT NO:	23396
DRAWN BY:	BLW
DATE:	10/06/2026
SCALE OF SHEET	
HORIZ:	1" = 100'
VERT:	NA
SHEET	3 OF 3

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

LEE & LOWNEY LLC
3407-B-1-HV

SITLA
H-3313-1-NP

PROPOSED WATER TANK
(PER ALPHA ENGINEERING)

INSTALL 24" STORM DRAIN CULVERT

INSTALL 24" STORM DRAIN CULVERT

4' CHAT TRAIL

STORM WATER BASIN

EX TRUCK RAMP

7
331,389 S.F.
7.61 ACRES

6
214,443 S.F.
4.92 ACRES

5
749,411 S.F.
17.20 ACRES

4
57,308 S.F.
1.32 ACRES

3
75,526 S.F.
1.73 ACRES

8
146,785 S.F.
3.37 ACRES

2
126,457 S.F.
2.90 ACRES

1
89,131 S.F.
2.05 ACRES

A

60' PUBLIC STREET

52' PUBLIC STREET

PROJECT LIMITS SEE GRADING BY FORSGREN

PROJECT LIMITS SEE GRADING BY FORSGREN

HIGHWAY 59

STORM WATER BASIN

4' CHAT TRAIL

BALLARD RALPH T & RUTH M TRS
H-314-B-1

BALLARD RALPH T & RUTH M TRS
H-314-A-1

STATE STREET

H-348-B-2-A

H-348-C

H-348-K

H-296-B-1-C-1

SECTION 1

SECTION 2

SECTION 3

SECTION 4

SECTION 5

SECTION 6

SECTION 7

LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED LOT LINES
- EXISTING LOT LINES
- DRAINAGE FLOW DIRECTION
- PROPOSED HDPE STORM DRAIN (SIZE PER PLAN)
- PROJECT LIMITS
- PROPOSED RETAINING WALL
- HILLSIDE DISTURBANCE LINE

0 50 100 200

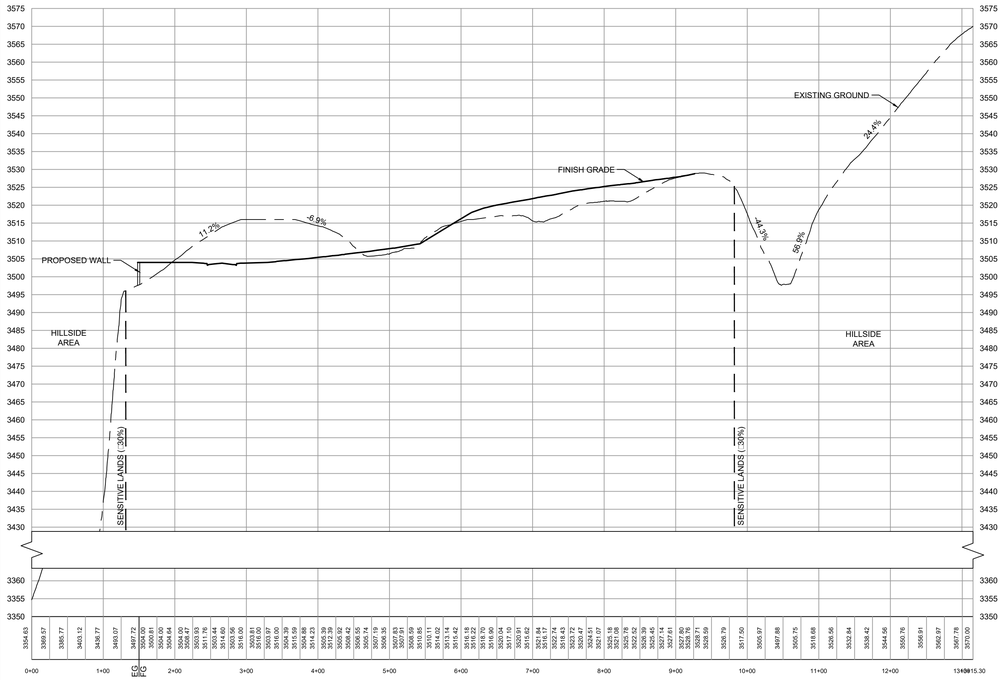
SCALE: 1" = 100'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

SENSITIVE LANDS
GRADING & DRAINAGE PLAN

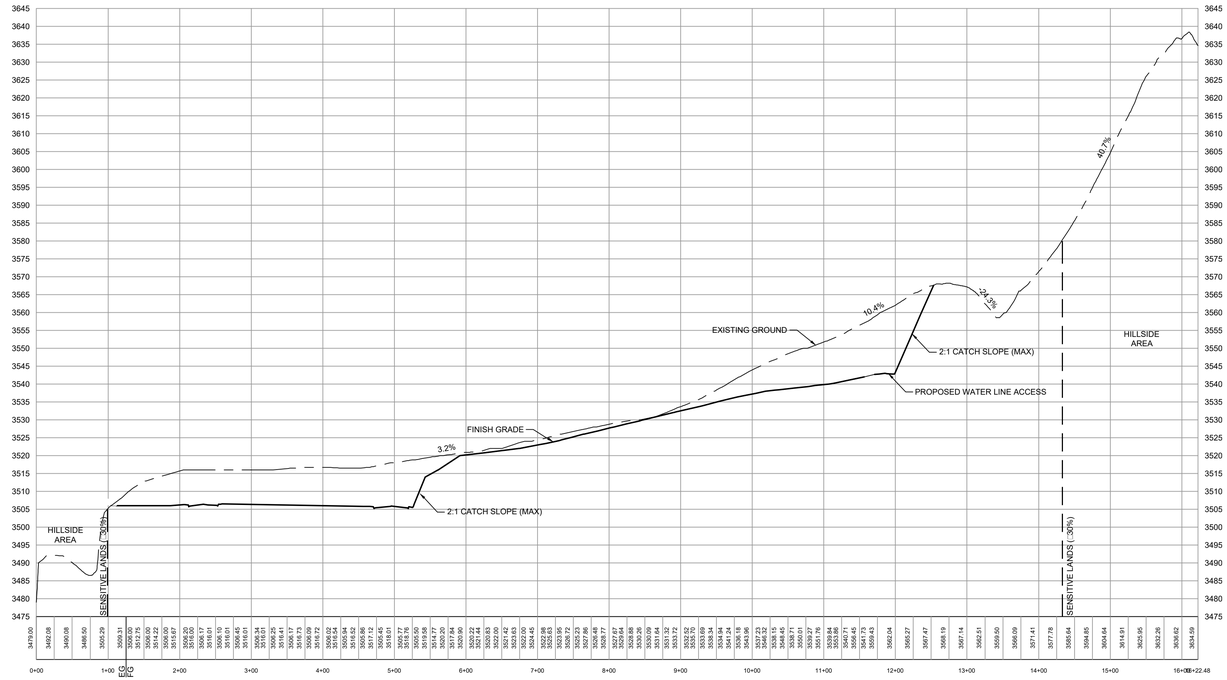
CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

KACHINA RIDGE
SENSITIVE LANDS - GRADING & DRAINAGE PLAN
LOCATED IN: HURRICANE, UTAH

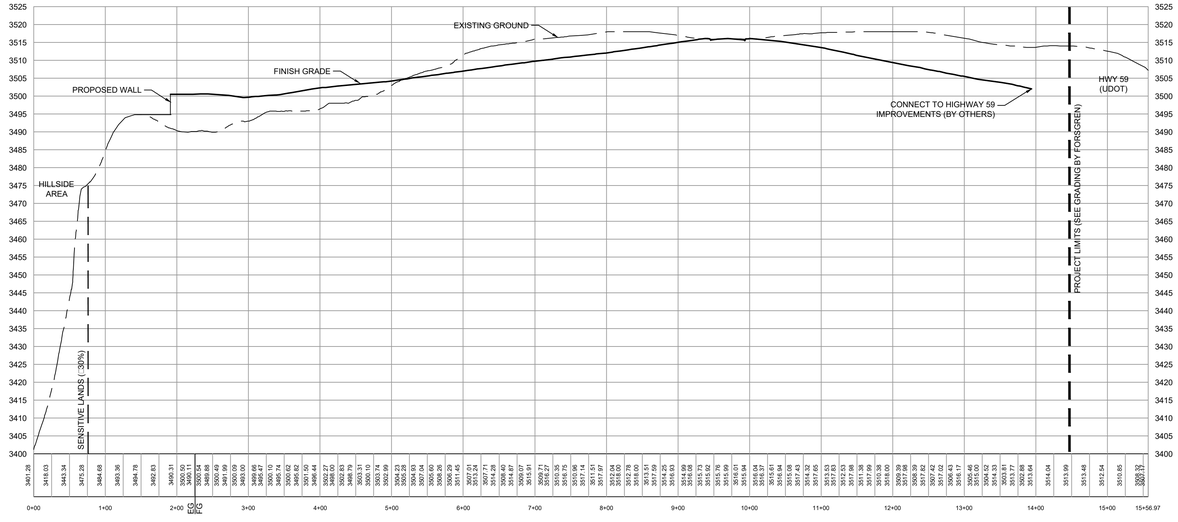
PROJECT NO: 23396
DRAWN BY: BLW
DATE: 01/22/2026
SCALE OF SHEET
HORIZ: 1" = 100'
VERT: NA
SHEET



SECTION 1



SECTION 2



SECTION 3

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

KACHINA RIDGE

SENSITIVE LANDS - GRADINGG SECTIONS
LOCATED IN: HURRICANE, UTAH

PROJECT NO: 23396
DRAWN BY: BLW
DATE: 01/22/2026
SCALE OF SHEET HORIZ: 1" = 100' VERT: 1" = 20'
SHEET

3 OF 3

SENSITIVE LANDS
GRADING SECTIONS

When Recorded return to:
Hurricane City
147 N. 870 W.
Hurricane, UT. 84737

DOC # 20210081735
Agreement Page 1 of 17
Gary Christensen Washington County Recorder
12/29/2021 02:52:00 PM Fee $ 0.00
By HURRICANE CITY

DEVELOPMENT AGREEMENT
FOR
KACHINA RIDGE

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the 3rd day of December, 2021 (the "Effective Date"), by and between the CITY OF HURRICANE, a Utah municipal corporation, hereinafter referred to as "City," and Day Star Holdings LLC, a Utah limited liability company, hereinafter referred to as "Developer." The City and Developer are hereinafter collectively referred to as "Parties."

RECITALS

A. Developer is the owner of approximately 75.9 acres of land located within the City of Hurricane as is more particularly described on EXHIBIT A, attached hereto and incorporated herein by reference (the "Property").

B. On October 1, 2020, the City Council approved a zone change to Planned Commercial with the conditions laid out within this agreement.

C. Developer has proposed a Preliminary Site Plan EXHIBIT B, and a Preliminary Utility Plan EXHIBIT C.

D. 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, zoning and development regulations in order to receive the benefit of vesting for certain uses and zoning designations under the terms of this Agreement as more fully set forth below.

E. The City Council accepted Developer's proffer to enter into this Agreement to memorialize the intent of Developer and City and decreed that the effective date of the Vesting for the zoning be the date of the execution and delivery of this Agreement and the recording thereof as a public record on title of the Property in the office of the Washington County Recorder.

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

G. The City has the authority to enter into this Agreement pursuant to Utah Code Section 10-9a-102(2) and relevant municipal ordinances, and desires to enter into this Agreement with the Developer for the purpose of guiding the development of the Property in accordance with the terms and conditions of this Agreement and in accordance with applicable City Ordinances.

H. This Agreement is generally consistent with, and all preliminary and final plats within the Property are subject to and shall conform with, the City's General Plan, Zoning Ordinances, and Subdivision Ordinances, and any permits issued by the City pursuant to City Ordinances and regulations.

I. 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.

J. 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.

K. The Parties intend to be bound by the terms of this Agreement as set forth herein.

AGREEMENT

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

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

2. Zoning. The Property shall be developed in accordance with (i) the requirements of an underlying zone of Planned Commercial, (ii) all other features as generally shown on the Preliminary Site Plan, and (iii) this Agreement. The Developer shall not seek to develop the Property in a manner that deviates materially from the attached Preliminary Site Plan in EXHIBIT B as permitted by the aforementioned zoning designations for the Property. Except as otherwise approved in writing by City, Developer shall not develop the property in a manner that deviates materially from Preliminary Site Plan attached hereto as Exhibit B.

3. Governing Standards. The Preliminary Site Plan, the record of the City Council meeting, and this Agreement (together the "Approval Documents") establish the development rights for the Project, including the use, maximum density, intensity and general configuration for the Project. The Project shall be developed by the Developer in accordance with the Approval Documents. All Developer submittals must comply generally with the Approval Documents. Non-material variations to the Preliminary Site Plan, as defined and approved by the City's Zoning Administrator, such as exact building locations, exact locations of open space and parking may be varied by the Developer without official City Council or Planning Commission approval. Such variations however shall in no way change the maximum density, use and intensity of the development of the Project.

4. Additional Specific Developer Obligations. As an integral part of the consideration for this agreement, the Developer voluntarily agrees as follows:

a. The Developer shall design and construct approved utility infrastructure. The applicant will need to submit full plans for proposed utility plans; including water lines, water tank(s), sewer lines, power facilities, or other services as required. The Developer shall be responsible for securing all rights-of-way or easements needed to provide utility services.

b. The total dwelling units for the development shall not exceed 8.5 units per gross acres.

c. Applicant shall supply a full sensitive lands application to be reviewed and approved by the City according to Hurricane City Code. If needed, the preliminary site plan shall be modified to comply with sensitive land regulations.

d. Developer shall pave the Hurricane Ridge Trail along Developer's frontage with a 12' asphalt shared use path and improve and pave the parking area for the trail access. Location of these facilities shall be shown on the preliminary plat and location may be changed based on SR-59 improvements.

e. The Developer shall build internal parks, recreation amenities, and trail space as part of the project. Each residential dwelling unit shall be located within one-third mile of an outdoor public recreation amenity. Amenities shall include an internal trail system that loops around the outside of the development and provides connection to the amenities within the development, shared open space, a park, and other amenities as proposed by the applicant and approved by the City.

f. The Developer may be allowed to designate up to 30% of the dwelling units for short-term rentals. These units shall be clustered together and may not exceed 15 units an acre. The short-term rental area must also have onsite management, a community pool, and a clubhouse.

g. The Development shall have a minimum of 90,000 sf. ft. of commercial use which could include but not limited to spas, resorts, gyms, hot springs pools, motels, hotels, condo hotels, restaurants, retail, professional office space, convenience stores, equipment rentals or any other commercial activity allowed within Planned Commercial zoning. There is no maximum limit to the amount of commercial space within the community

h. The Developer shall design and construct intersection improvements for the primary access to the development on SR-59 to UDOT and City standards, including under/overpass, traffic signals, turn lanes, and other right-of-way improvements. The Developer shall also design other access points that comply with the International Fire Code.

i. The Developer shall create architectural standards that shall apply to all buildings within the development. Buildings shall coordinate colors and styles.

j. All outdoor lighting shall be full cut-off fixtures and comply with Hurricane City code and dark sky standards.

5. Construction Standards and Requirements. All construction on the Property at the direction of the Developer shall be conducted and completed in accordance with the City Ordinances, including, but not limited to setback requirements, building height requirements, lot coverage requirements and all off-street parking requirements.

6. Vested Rights and Reserved Legislative Powers.

a. Vested Rights. As of the Effective Date, Developer shall have the vested right to develop and construct the Project in accordance with the uses, maximum permissible densities, intensities, and general configuration of development established in the Approval Documents, subject to compliance with the City Ordinances in existence on the Effective Date. The Parties intend that the rights granted to Developer under this Agreement are the contractual rights and also those rights that exist under statute, common law and at equity. 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.

i. Examples of Exceptions to Vested Rights. Notwithstanding the foregoing, the Parties understand and agree that the Project will be required to comply with future changes to City Laws that do not limit or interfere with the vested rights granted pursuant to the terms of this Agreement. The following are examples for illustrative purposes of a non-exhaustive list of the type of future laws that may be enacted by the City that would be applicable to the Project:

1. Developer Agreement. Future laws that Developer agrees in writing to the application thereof to the Project;

2. 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;

3. 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; or,

4. 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.

5. 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.

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

b. 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.

7. Default. 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 performed the delinquent obligations within sixty (60) days following delivery to the delinquent party of written notice of such delinquency. 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.

8. Default and Remedies. Failure of a party to perform any of the Party's obligations under this Agreement within a thirty (30) day period (the "Cure Period") after written notice thereof from the other party shall constitute a default ("Default") by such failing party under this Agreement; provided, however, that if the failure cannot reasonably be cured within thirty (30) days, the Cure Period shall be extended for the time period reasonably required to cure such failure so long as the failing party commences its efforts to cure within the initial thirty (30) day period and thereafter diligently proceeds to complete the cure. Such notice shall specify the nature of the alleged Default and the manner in which such Default may be satisfactorily cured, if possible. If the Default is cured, then no Default shall exist and the noticing Party shall take no further action.

a. In the event of an uncured 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 a 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.

9. Specific Acts of Default. The Parties hereto agree that any of the following occurrences, acts or failure to act shall constitute a Default by Developer, for which City may elect to terminate the agreement in accordance with Section 8 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 or illegal subdivision under Utah law or City ordinances, (c) the Developer's failure to comply with the requirements of any Section above, or (d) 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 Development Parcel. Upon such termination, all approvals or development rights granted hereunder to Developer shall lapse and all obligations of City hereunder shall cease.

10. 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:

Phone: (801) 319-7907

To the City:

City of Hurricane
Attention: Fay Reber, City Attorney
68 S. 700 W.
Hurricane, UT 84737

11. 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. Third Party Rights. Except for the Developer, the City and other parties that may succeed the Developer on title to any portion of the Property, all of whom are express intended beneficiaries of this Agreement, this Agreement shall not create any rights in and/or obligations to any other persons or parties. The Parties acknowledge that this Agreement refers to a private development and that the City has no interest in, responsibility for, or duty to any third parties concerning any improvements to the Property unless the City has accepted the dedication of such improvements

e. 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.

f. Relationship of Parties. This Agreement does not create any joint venture, partnership, undertaking, business arrangement or fiduciary relationship between the City and the Developer.

g. Agreement to Run With the Land. This Agreement shall be recorded in the Office of the Washington County Recorder against the Property and is intended to and shall be deemed to run with the land, and shall be binding on and shall benefit all successors in the ownership of any portion of the Property.

h. 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.

i. Applicable Law. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

j. Construction. This Agreement has been reviewed and revised by legal counsel for both the City and the Developer, and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

k. Consents and Approvals. Except as expressly stated in this Agreement, the consent, approval, permit, license or other authorization of any party under this Agreement shall be given in a prompt and timely manner and shall not be unreasonably withheld, conditioned or delayed. Any consent, approval, permit, license or other authorization required hereunder from the City shall be given or withheld by the City in compliance with this Agreement and the City Ordinances.

l. Approval and Authority to Execute. Each of the Parties represents and warrants as of the Effective Date this Agreement, it/he/she has all requisite power and authority to execute and deliver this Agreement, being fully authorized so to do and that this Agreement constitutes a valid and binding agreement.

m. Termination.

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event the final plat for the Property has not been recorded in the Office of the Washington County Recorder within seven (7) 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 may be extended by mutual agreement of the Parties.

ii. Upon termination of this Agreement for the reasons set forth herein, following the notice and process required hereby, 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.

12. Assignability. The rights and responsibilities of Developer under this Agreement may be assigned in whole or in part by Developer with 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. 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. 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.

13. Sale or Conveyance. If Developer sells or conveys parcels of land, the lands so sold and conveyed shall bear the same rights, privileges, intended uses, configurations, and density as applicable to such parcel and be subject to the same limitations and rights of the City as when owned by Developer and as set forth in this Agreement without any required approval, review, or consent by the City except as otherwise provided herein.

14. 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.

15. 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.

16. 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; 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.

17. Amendment. This Agreement may be amended only in writing signed by the Parties hereto.

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

CITY:

CITY OF HURRICANE

ATTEST:

By: _____
City Recorder

By: _____
Mayor

DEVELOPER:

By: _____
Name:
Title: managing member

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the 3rd day of December, 2021, personally appeared before me Ted Fullerton, who being by me duly sworn, did say that he is the managing member of Day Star Holdings 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
Residing at: Hurricane UT

EXHIBIT A

Legal Description Parcel:

The following properties zoning has been changed to Planned Commercial and shall be subject to this development agreement.

LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER POF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88'52'39"W, 593.32 FEET TO THE POINT OF BEGINNING; THENCE S01;03'13"W, 385.08 FEET; THENCE WESTERLY ALONG THE ARC OF A 672.95 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 556.18 FEET (CHORD BEARS: S76'03'37"W 540.48 FEET); THENCE S52'23'00"W, 258.20 FEET; THENCE N01'04'13"E, 687.11 FEET: THENCE S88'52'39"E, 723.47 FEET; BACK TO THE POINT OF BEGINNING.

CONTAINING 8.5 ACRES

LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88'52'39"W, 1316.79 FEET TO THE POINT OF BEGINNING; THENCE S39'29'20"W, 1348.46 FEET; THENCE N80'05'35"E, 55.34 FEET; THENCE S01'02'22"W, 218.89 FEET; THENCE S68'13'41"E, 30.23 FEET; THENCE NORHEASTERLY ALONG THE ARC OF A 717.16 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 578.44 FEET (CHORD BEARS: N47'53'15"E 562.89 FEET); THENCE N70'59'39"E, 24.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 291.22 FEET (CHORD BEARS: THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 291.22 FEET (CHORD BEARS: N62'16'23"E 289.74 FEET); THENCE N51'58'30"E, 87.79 FEET; THENCE N01'04'13"E, 687.11 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES

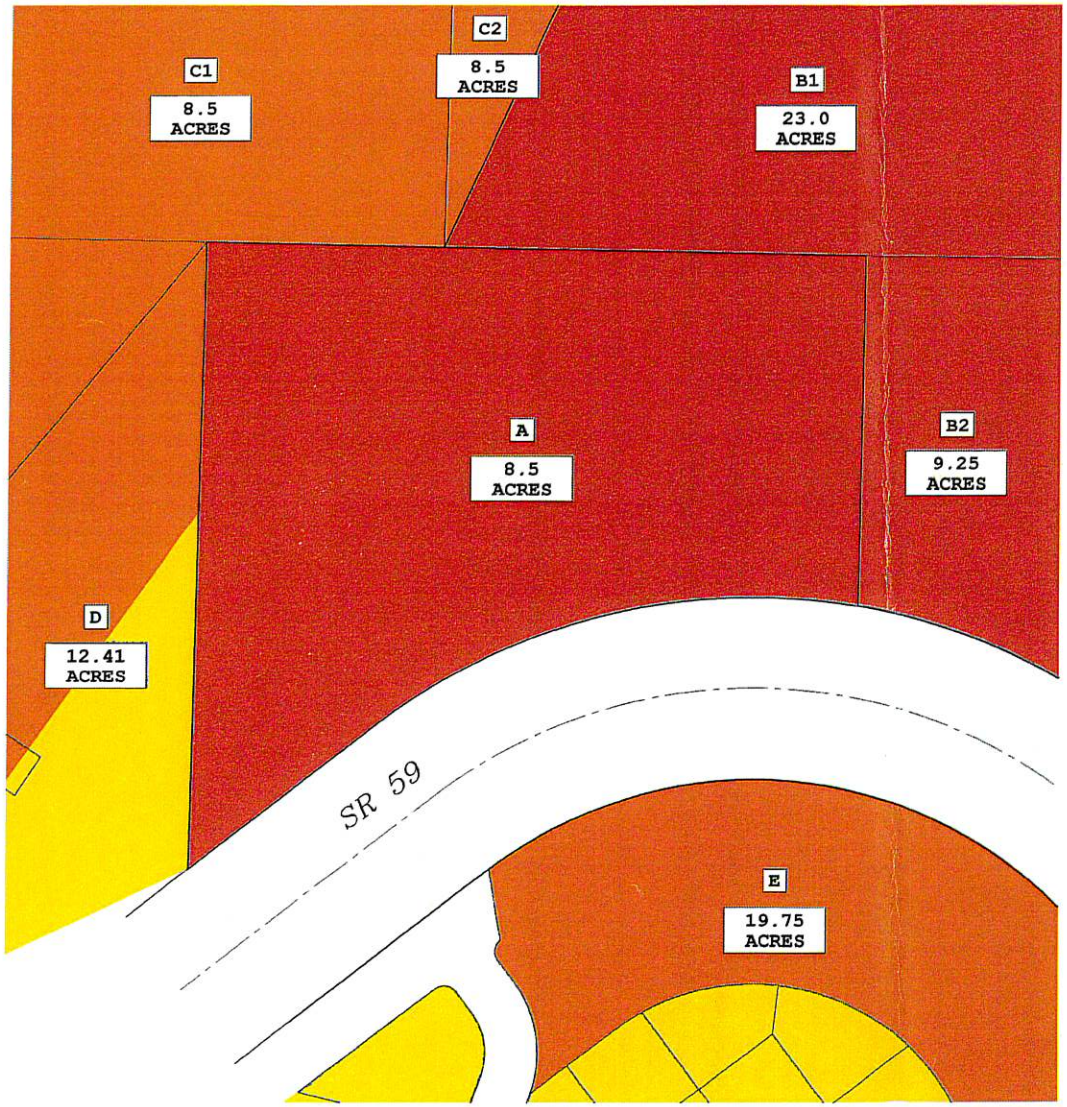
LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 41 SOUTH RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26 SOUTH 89'59'38"WEST 1056.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 23'30'02" EAST 1444.46 FEET; THENCE NORTH 89'59'35" EAST 462 FEET; THENCE SOUTH 00'46'45" EAST 664.71 FEET; THENCE NORTH 89'13'15" EAST 528.96 FEET: THENCE SOUTH 00'45'45 EAST 661.50 FEET; THENCE SOUTH 00'05'42"WEST 1322.23 FEET; THENCE NORTH 89'54'12" WEST 528.96 FEET: THENCE NORTH 89'58'36" WEST 71.10 FEET: THENCE NORTH 19'17'29" EAST 44.99 FEET TO A POINT ON A 673.49 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 1183.21 FEET (CHORD BEARS NORTH 31'01'27" WEST 1036.81 FEET);P THENCE NORTH 00'04'30" WEST 384.59 FEET; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, SOUTH 89"59'38" WEST 462.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.99 ACRES.

PROPOSED ZONE MAP FOR:
KACHINA RIDGE

LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



N

SCALE IN FEET
60 0 60

LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER POF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N89°52'39"W, 393.32 FEET TO THE POINT OF BEGINNING; THENCE S01°03'13"W, 385.08 FEET; THENCE WESTERLY ALONG THE ARC OF A 872.95 FOOT RADIUS NON-TANGENT CURVE TO THE left 556.18 FEET (CHORD BEARS: S76°03'37"W 540.48 FEET); THENCE S52°23'00"W, 258.20 FEET; THENCE N01°04'13"E, 687.11 FEET; THENCE S88°52'39"E, 723.47 FEET; BACK TO THE POINT OF BEGINNING.

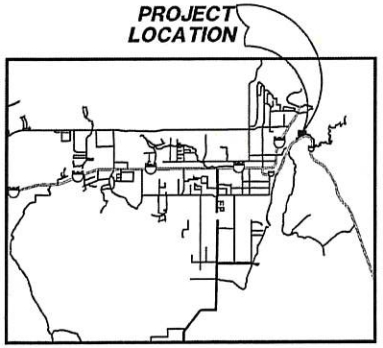
CONTAINING 8.5 ACRES

LEGEND

- R1-15: RESIDENTIAL
- R1-10: RESIDENTIAL
- OSC-20: OPEN SPACE CONSERVATION 20 AC MIN. (WASHINGTON COUNTY ZONE)
- PC: PLANNED COMMERCIAL

A	JDL INV INC – PARCEL: H-348-B-2-A
B1	KACHINA RIDGE LLC – PARCEL: H-312-A
B2	KACHINA RIDGE LLC – PARCEL: H-348-B-1-A
A4	BALLARD RALPH & RUTH M TRUST – PARCEL: H-314-A-1
C1	BALLARD RALPH & RUTH M TRUST – PARCEL: H-314-B-1
C2	PMH LEASING LLC– PARCEL: H-348-B-1-B
D	CLARA BURTON – PARCEL: H-296-B-1-A

PROJECT LOCATION



NO	DESCRIPTION	DATE	BY

REVISIONS

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners

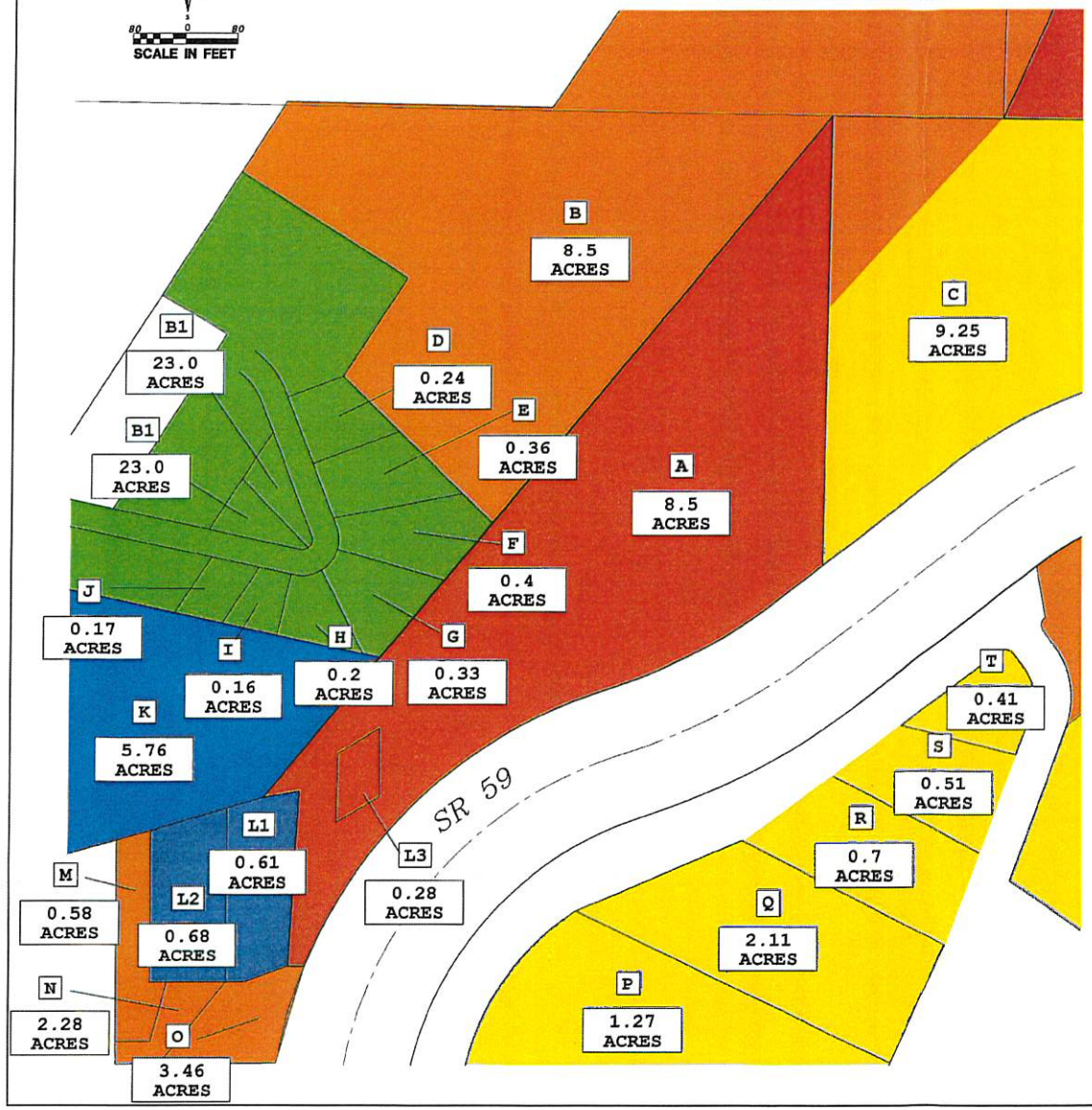
PROPOSED ZONE MAP FOR:
KACHINA RIDGE
LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 9-19-2018
SCALE: 1"=60'
JOB NO. 549-001
SHEET NO. 2 OF 2

PROPOSED ZONE MAP

PROPOSED ZONE MAP FOR:
KACHINA RIDGE

LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88°52'39"W, 1315.79 FEET TO THE POINT OF BEGINNING; THENCE S39°29'26"W, 1348.48 FEET; THENCE N80°05'35"E, 55.34 FEET; THENCE S01°02'22"W, 218.89 FEET; THENCE S68°13'41"E, 30.33 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 717.16 FOOT RADIUS NON-TANGENT CURVE TO THE right 578.44 FEET (CHORD BEARS: N47°53'15"E 562.89 FEET); THENCE N70°59'39"E, 24.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE left 291.22 FEET (CHORD BEARS: N62°16'23"E 289.74 FEET); THENCE N51°58'30"E, 87.79 FEET; THENCE N01°04'13"E, 687.11 FEET, BACK TO THE POINT OF BEGINNING.

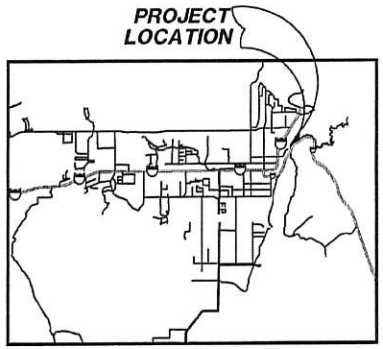
CONTAINING 12.41 ACRES

LEGEND

- R1-15: RESIDENTIAL
- R1-10: RESIDENTIAL
- PF: PUBLIC FACILITY
- PC: PLANNED COMMERCIAL
- HC: [illegible]RE
- MH/RV: MOBILE HOME/RECREATIONAL VEHICLE

A	CLARA BURTON - PARCEL: H-296-B-1-A
B	BALLARD RALPH & RUTH M TRUST - PARCEL: H-314-A-1
C	PMH LEASING LLC- PARCEL: H-348-B-1-B
D	MAHAN ASPEN - PARCEL: H-SMME-12
E	DAVILA FRANCISCO JAVIER & MARIA ENGRACIA TRS - PARCEL: H-SMME-2-4
F	BOSI SANDRA E - PARCEL: H-SMME-10
G	DIXIE HEALTH HOLDINGS LLC - PARCEL: H-SMME-9
H	DIXIE HEALTH HOLDINGS LLC- PARCEL: H-SMME-8
I	CANNON LLOYD A - PARCEL: H-SMME-7
J	FJERMESTAD JAELIN - PARCEL: H-SMME-6
K	DIXIE HEALTH HOLDINGS LLC - PARCEL: H-298-A-1-A
L1	HURRICANE CITY - PARCEL: H-296-A
L2	HURRICANE CITY - PARCEL: H-299
L3	HURRICANE CITY - PARCEL: H-302
M	BURTON SHEILA TR - PARCEL: H-296-C-2-B
N	OBW KOLOB LLC - PARCEL: H-349-A-1-A-1
O	THARP DALE RICHARD & DORI ANN TRS - PARCEL: H-349-A-1-A-2
P	JAMESON DANIEL & LILA - PARCEL: H-296-B-1-B
Q	JACOBSON DANIEL & CINDY P - PARCEL: H-296-B-1-C-1
R	ANTES KIRK G TR - PARCEL: H-348-B-2-K
S	SCHERBARTH JOHN F & CHRISTINE A TRS - PARCEL: H-348-C
T	SCHERBARTH JOHN F & CHRISTINE A TRS - PARCEL: H-348-D

PROJECT LOCATION



NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
[illegible]

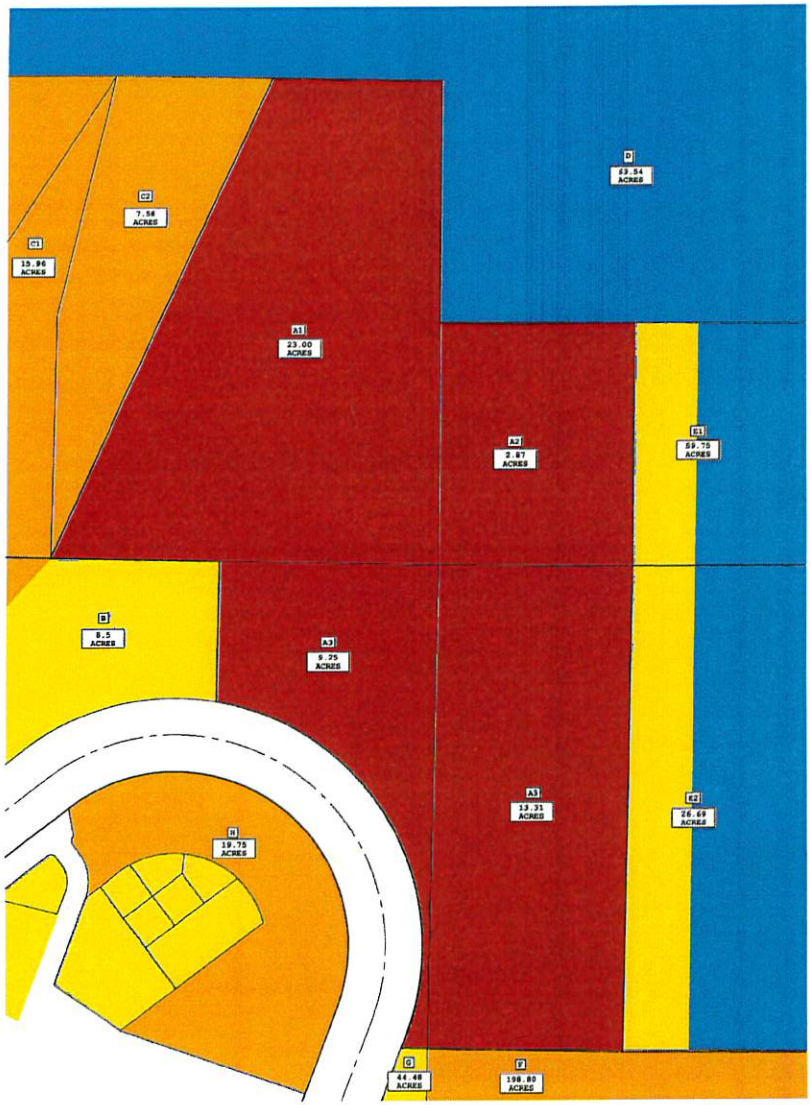
PROPOSED ZONE MAP FOR:
KACHINA RIDGE
LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 9-10-2012
SCALE: 1"=80'
JOB NO. 345-001
SHEET NO: 2 OF 2

PROPOSED ZONE MAP

PROPOSED ZONE MAP FOR:
KACHINA RIDGE

LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH





LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 41 SOUTH, RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26 SOUTH 89°59'38" WEST 1056.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 23°30'02" EAST 1444.46 FEET; THENCE NORTH 89°59'35" EAST 463.00 FEET; THENCE SOUTH 00°46'45" EAST 664.71 FEET; THENCE NORTH 89°13'15" EAST 528.98 FEET; THENCE SOUTH 00°45'45" EAST 661.50 FEET; THENCE SOUTH 00°05'42" WEST 1322.23 FEET; THENCE NORTH 89°54'12" WEST 528.95 FEET; THENCE NORTH 89°38'36" WEST 71.10 FEET; THENCE NORTH 19°17'29" EAST 44.98 FEET TO A POINT ON A 673.49 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 1183.21 FEET (CHORD BEARS NORTH 31°01'27" WEST 1036.81 FEET); THENCE NORTH 00°04'30" WEST 384.59 FEET; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, SOUTH 89°59'38" WEST 462.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 54.99 ACRES

LEGEND

R1-15: RESIDENTIAL
R1-10: RESIDENTIAL
OSC-20: OPEN SPACE CONSERVATION 20 AC MIN. (WASHINGTON COUNTY ZONE)
PC: PLANNED COMMERCIAL

- A1 KACHINA RIDGE LLC - PARCEL: H-312-A
- A2 KACHINA RIDGE LLC - PARCEL: H-3-1-25-331
- A3 KACHINA RIDGE LLC - PARCEL: H-348-B-1-A
- A4 KACHINA RIDGE LLC - PARCEL: H-3-1-36-440
- B PMH LEASING LLC- PARCEL: H-348-B-1-B
- C1 BALLARD RALPH & RUTH M TRUST - PARCEL: H-314-A-1
- C2 BALLARD RALPH & RUTH M TRUST - PARCEL: H-314-B-1
- D WASHINGTON COUNTY WATER CONSERVANCY DIS. - PARCEL: 3407-A-HIV
- E1 LEE & LOWNEY LLC - PARCEL: 3407-B-1-HV
- E2 LEE & LOWNEY LLC - PARCEL: 3313-B-HV
- F UTAH STATE - PARCEL: H-3313
- G JDL INV INC - PARCEL: H-351-A-1-A
- H JDL INV INC - PARCEL: H-348-B-2-A

COPYRIGHT © 2021 PROVALUE ENGINEERING, INC.

NO	DESCRIPTION	DATE	BY

REVISIONS

PROVALUE ENGINEERING, INC.
Engineers • Surveyors • Land Planners
36 South 400 East, Suite 1
Hurricane City, Utah 84737
Phone (435) 635-5678
Fax (866) 435-3678

PROPOSED ZONE MAP FOR:
KACHINA RIDGE
LOCATED AT IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

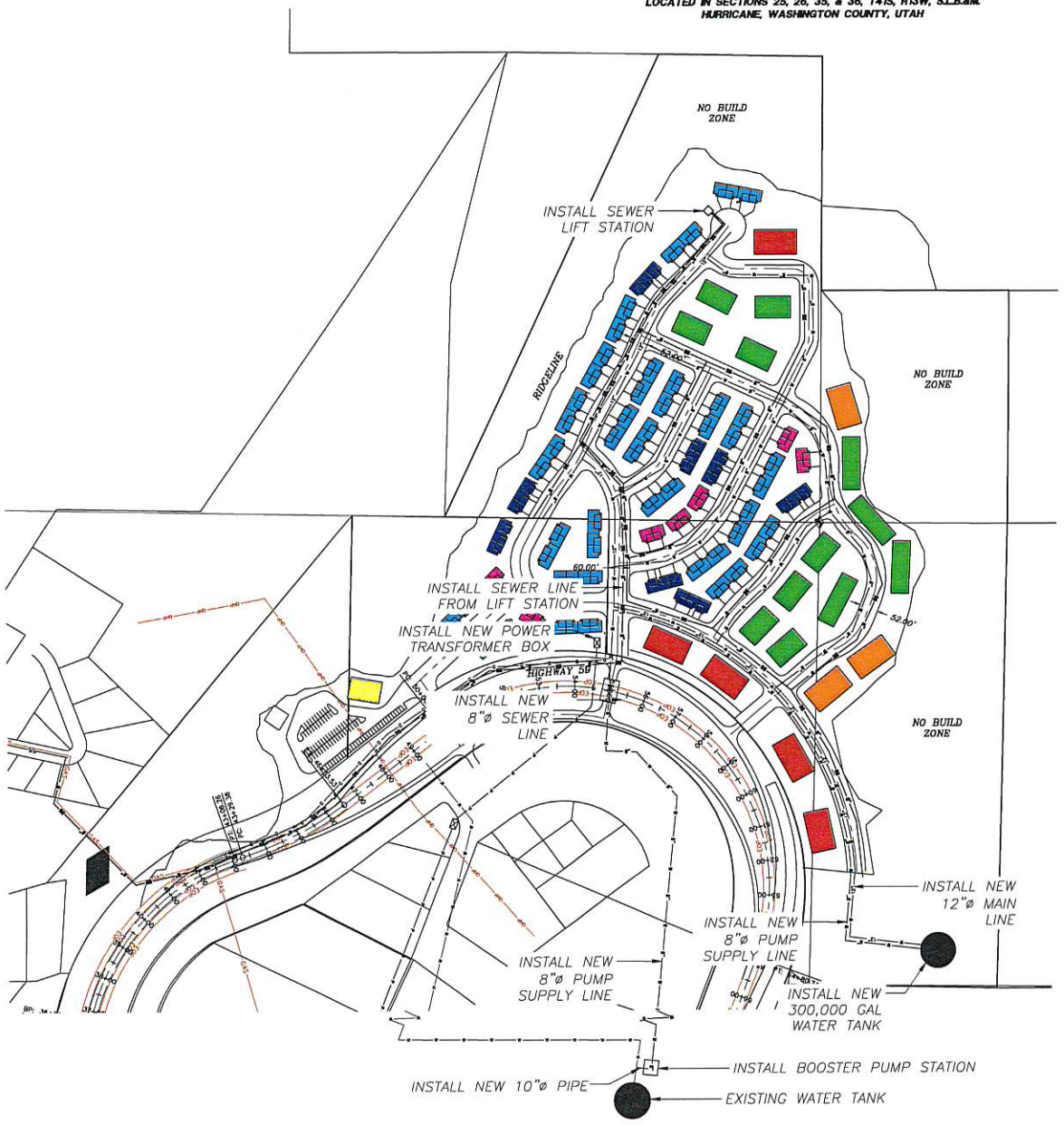
DATE: 1/25/2022
SCALE: 1"=150'
JOB NO. 545-001
SHEET NO. 2 OF 2

PROPOSED ZONE MAP

EXHIBIT B
Site Plan

MASTER UTILITY PLAN FOR:
KACHINA RIDGE

LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- ESISTING 8"ø SEWER LINE
- PROPOSED 8"ø SEWER LINE
- EXISTING GAS LINE
- PROPOSED GAS LINE
- EXISTING OVERHEAD POWER LINE
- PROPOSED POWER LINE

- DUPLEX
- TRIPLEX
- FOURPLEX
- 16 UNITS
- 18 – 24 UNITS LOWER FLOOR W/ COMMERICAL
- 24 UNITS, LOWER FLOOR W/COMMERCIAL

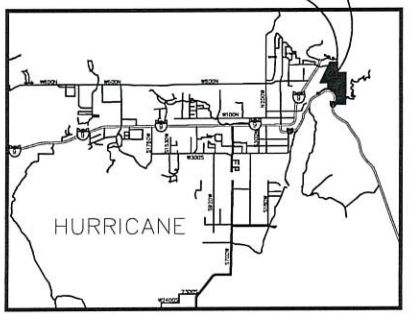
SECTION CORNER AS DESCRIBED

N
W E
S
150 0 150
SCALE IN FEET

CONSTRUCTION DOCUMENTS WILL BE PROVIDED AFTER THE ZONE CHANGE APPROVAL OF THE NEW PARCELS AND WILL INCLUDE:

1. FINALIZED HIGHWAY IMPROVEMENTS AND ACCESS POINT DESIGNS
2. DETAILED SEWER DESIGNS INCLUDING THE PUMP STATION AND OFF–SITE SEWER SYSTEM
3. EASEMENTS FOR OFFSITE UTILITIES
4. DETAILED WATER DESIGNS INCLUDING NUMBER OF CONNECTIONS, TANK SIZE, WATER MODEL REPORT, AND ALL ASSOCIATED DETAILS
5. PLAN AND PROFILES OF ALL STREETS INCLUDED IN THE DESIGN.

PROJECT LOCATION



NO	DESCRIPTION	DATE	BY

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
20 South 850 East, Suite I
Hurricane, UT 84737-3017
Phone (435) 635-8251
Fax (866) 439-3076

MASTER UTILITY PLAN FOR:
KACHINA RIDGE
LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 9-16-2020
SCALE: 1"=150'

JOB NO.
545-001

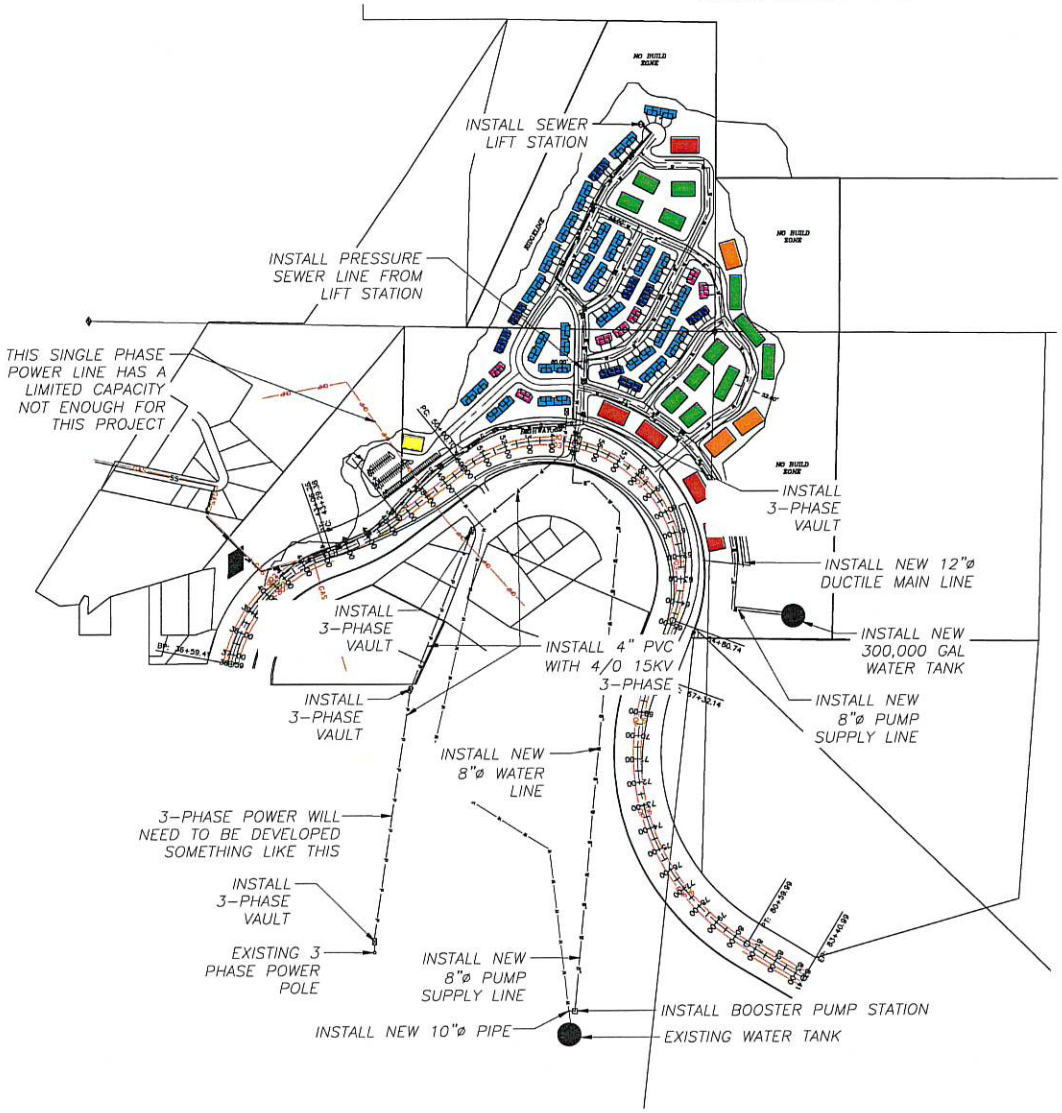
SHEET NO.
2 OF 2

MASTER UTILITY PLAN

EXHIBIT C
Preliminary Utility Master Plan

MASTER UTILITY PLAN FOR:
KACHINA RIDGE

LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH



LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- CENTER LINE
- EXISTING WATER LINE
- PROPOSED WATER LINE (SIZE SHOWN)
- ESISTING 8"ø SEWER LINE
- PROPOSED 8"ø SEWER LINE
- EXISTING GAS LINE
- PROPOSED GAS LINE
- EXISTING OVERHEAD POWER LINE
- PROPOSED POWER LINE

- DUPLEX
- TRIPLEX
- FOURPLEX
- 16 UNITS
- 18 - 24 UNITS LOWER FLOOR W/ COMMERICAL
- 24 UNITS, LOWER FLOOR W/COMMERCIAL
- PROPOSED RESTAURANT
- SECTION CORNER AS DESCRIBED

N

250 0 250

SCALE IN FEET

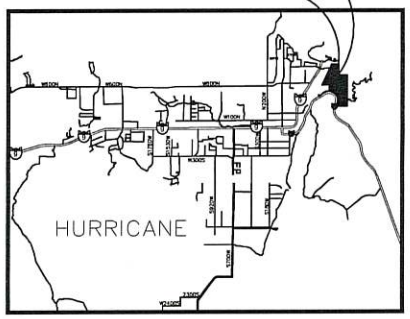
CONSTRUCTION DOCUMENTS WILL BE PROVIDED AFTER THE ZONE CHANGE APPROVAL OF THE NEW PARCELS AND WILL INCLUDE:

1. FINALIZED HIGHWAY IMPROVEMENTS AND ACCESS POINT DESIGNS
2. DETAILED SEWER DESIGNS INCLUDING THE PUMP STATION AND OFF-SITE SEWER SYSTEM
3. EASEMENTS FOR OFFSITE UTILITIES
4. DETAILED WATER DESIGNS INCLUDING NUMBER OF CONNECTIONS, TANK SIZE, WATER MODEL REPORT, AND ALL ASSOCIATED DETAILS
5. PLAN AND PROFILES OF ALL STREETS INCLUDED IN THE DESIGN.

HURRICANE CITY APPROVAL OF CONCEPT

STREETS/PUBLIC WORKS DEPARTMENT	DATE
ASH CREEK SEWER DISTRICT	DATE
WATER DEPARTMENT	DATE
PLANNING DEPARTMENT	DATE
POWER DEPARTMENT	DATE
CITY ENGINEER	DATE

PROJECT LOCATION



COPYRIGHT © 2013 PROVALUE ENGINEERING INC.

NO	DESCRIPTION	DATE	BY
	REVISIONS		

PROVALUE ENGINEERING, INC.
Engineers - Land Surveyors - Land Planners
36 South 84 East, Suite I
Hurricane, Utah 84737
Phone: (435) 635-8827
Fax: (866) 435-3716

MASTER UTILITY PLAN FOR:
KACHINA RIDGE
LOCATED IN SECTIONS 25, 26, 35, & 36, T41S, R13W, S.L.B.&M.
HURRICANE, WASHINGTON COUNTY, UTAH

DATE: 5-16-2014
SCALE: 1"=250'

JOB NO.
545-6161

SHEET NO.
1 OF 2

MASTER UTILITY PLAN

DOC # 20250031033
Agreement Page 1 of 5
Gary Christensen Washington County Recorder
09/10/2025 01:32:15 PM Fee $ 0.00
By HURRICANE CITY

WHEN RECORDED RETURN TO:
Hurricane City
147 North 870 West
Hurricane, UT 84737

APN: H-296-B-1-A; H-302; H12-A; H-314-A-1;
H-348-B-1-A; H-348-B-1-B; H-3-1-25-331;
H-3-1-36-440

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KACHINA RIDGE

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT FOR KACHINA RIDGE ("Amendment") is made and entered into as of the 21st day of August, 2025, by and between Hurricane City, a municipal corporation (the "City") and HS Properties, LLC, a Nevada Limited Liability Company ("Developer"). The City and Developer are hereinafter referred to as the "Parties".

Recitals

A. The City and the Developer's predecessor in interest entered into an agreement titled "Development Agreement for Kachina Ridge," with an effective date of December 3, 2021, which was recorded with the Washington County Recorder on December 29, 2021, as Document No. 20210081735 (the "Development Agreement"), which Development Agreement was approved in conjunction with a zone change to the property subject to the Development Agreement, as described at Exhibit A (the "Property").
B. The Development Agreement provides, in part, that "in the event the final plat for 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 City shall have the right, but not the obligation, at the sole discretion of the City Council, to terminate this Agreement. The Development Agreement also provides that the "Term may be extended by mutual agreement of the Parties."
C. At a meeting of the Hurricane City Council held on August 21, 2025, the City Council approved this amendment to the Development Agreement to modify the expiration and termination timeline of the Development Agreement as set forth in this Amendment.

Amendment

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. Subsection 11(m)(i) of the Development Agreement is deleted in its entirety and replaced with the following language:

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event a preliminary plat for the Property has not been approved by the Hurricane City Council on or before December 3, 2028 (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 Hurricane City Council's option to terminate the Agreement for failure to secure preliminary plat approval within the Term may be exercised by a Resolution adopted by the Council setting forth the grounds for the termination. Each party consents that the Hurricane City Council shall act as the land use authority approving preliminary plats for the Property for as long as the Property is subject to this Agreement. Any termination of the Agreement shall result in the Property's zoning to revert back to the zoning that existed prior to this Agreement.

2. This Amendment makes no other changes to the Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives.

HURRICANE CITY, a Utah municipal corporation

Nanette Billings

By: Nanette Billings
Its: Mayor

HURRICANE CITY CORPORATE SEAL WASHINGTON COUNTY UTAH

ATTEST: Cindy Beteag

By: Cindy Beteag, City Recorder

HS PROPERTIES, LLC, a Nevada Limited Liability Company

_____

By: Kent Stephens
Its: Manager

STATE OF UTAH)
:ss
COUNTY OF WASHINGTON)

On the ____ day of _____, 2025, personally appeared before me Kent Stephens who being by my duly sworn, did say that he is the managing member of HS Properties, LLC, a Nevada Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company with property authority and duly acknowledged to me that he executed the same:

_____
Notary Public

i. Notwithstanding anything in this Agreement to the contrary, it is agreed by the parties hereto that in the event a preliminary plat for the Property has not been approved by the Hurricane City Council on or before December 3, 2028 (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 Hurricane City Council's option to terminate the Agreement for failure to secure preliminary plat approval within the Term may be exercised by a Resolution adopted by the Council setting forth the grounds for the termination. Each party consents that the Hurricane City Council shall act as the land use authority approving preliminary plats for the Property for as long as the Property is subject to this Agreement. Any termination of the Agreement shall result in the Property's zoning to revert back to the zoning that existed prior to this Agreement.

2. This Amendment makes no other changes to the Development Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by and through their respective duly authorized representatives.

HURRICANE CITY, a Utah municipal corporation

_____

By: Nanette Billings
Its: Mayor

ATTEST:

By: Cindy Beteag, City Recorder

HS PROPERTIES, LLC, a Nevada Limited Liability Company

_____

By: Kent Stephens
Its: Manager

STATE OF ~~UTAH~~ Florida)
:ss
COUNTY OF ~~WASHINGTON~~ Orange)

On the 2 day of September, 2025, personally appeared before me Kent Stephens who being by my duly sworn, did say that he is the managing member of HS Properties, LLC, a Nevada Limited Liability Company, and that the within and foregoing instrument was signed on behalf of said company with property authority and duly acknowledged to ~~me~~ that he executed the same:

Barbara Foley
Notary Public

BARBARA FOLEY
MY COMMISSION # HH 610601
EXPIRES: December 7, 2028

EXHIBIT A

Legal Description Parcel:

The following properties zoning has been changed to Planned Commercial and shall be subject to this development agreement.

LEGAL DESCRIPTION

BEGINNING AT NORTHEAST CORNER POF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88'52'39"W, 593.32 FEET TO THE POINT OF BEGINNING; THENCE S01;03'13"W, 385.08 FEET; THENCE WESTERLY ALONG THE ARC OF A 672.95 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 556.18 FEET (CHORD BEARS: S76'03'37"W 540.48 FEET); THENCE S52'23'00"W, 258.20 FEET; THENCE N01'04'13"E, 687.11 FEET: THENCE S88'52'39"E, 723.47 FEET; BACK TO THE POINT OF BEGINNING.

CONTAINING 8.5 ACRES

LEGAL DESCRIPTION

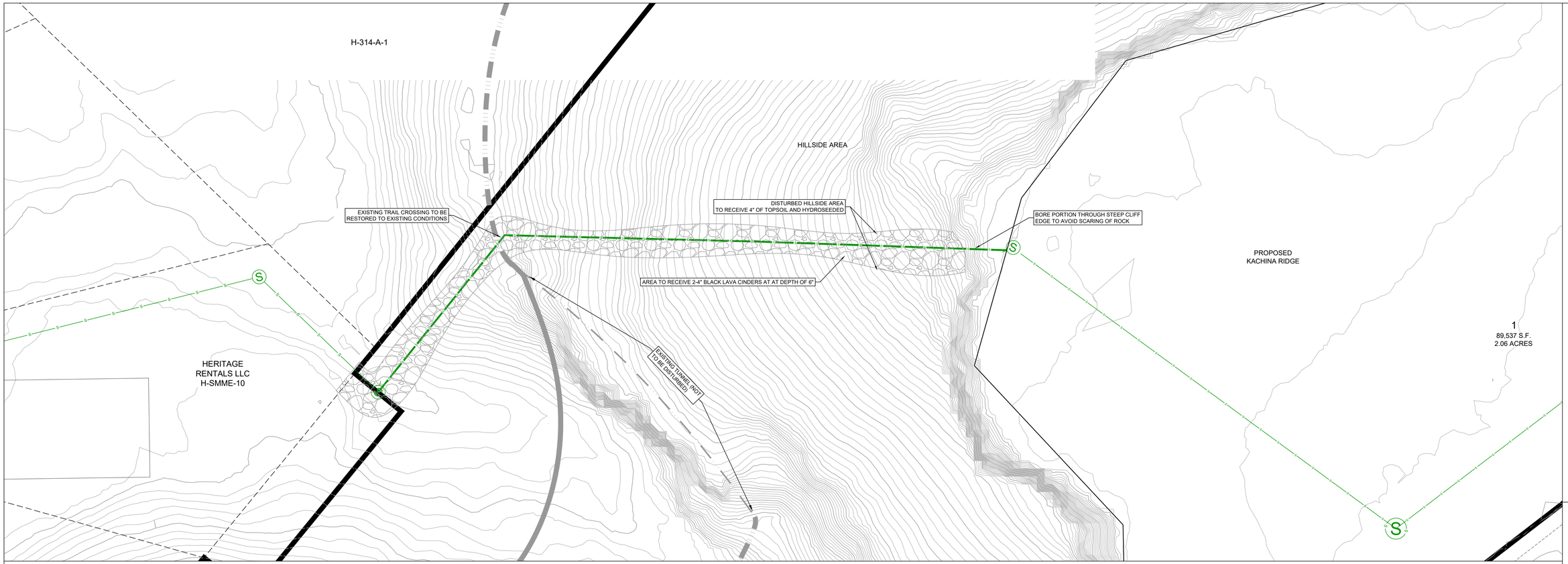
BEGINNING AT NORTHEAST CORNER OF SECTION 35, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN; THENCE N88'52'39"W, 1316.79 FEET TO THE POINT OF BEGINNING; THENCE S39'29'20"W, 1348.46 FEET; THENCE N80'05'35"E, 55.34 FEET; THENCE S01'02'22"W, 218.89 FEET; THENCE S68'13'41"E, 30.23 FEET; THENCE NORHEASTERLY ALONG THE ARC OF A 717.16 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT 578.44 FEET (CHORD BEARS: N47'53'15"E 562.89 FEET); THENCE N70'59'39"E, 24.20 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 291.22 FEET (CHORD BEARS: THENCE NORTHEASTERLY ALONG THE ARC OF A 834.83 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT 291.22 FEET (CHORD BEARS: N62'16'23"E 289.74 FEET); THENCE N51'58'30"E, 87.79 FEET; THENCE N01'04'13"E, 687.11 FEET, BACK TO THE POINT OF BEGINNING.

CONTAINING 12.41 ACRES

LEGAL DESCRIPTION

BEING A PORTION OF SECTIONS 25, 26, 35, AND 36, TOWNSHIP 41 SOUTH RANGE 13 WEST OF THE SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 26 SOUTH 89'59'38"WEST 1056.0 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 23'30'02" EAST 1444.46 FEET; THENCE NORTH 89'59'35" EAST 462 FEET; THENCE SOUTH 00'46'45" EAST 664.71 FEET; THENCE NORTH 89'13'15" EAST 528.96 FEET: THENCE SOUTH 00'45'45 EAST 661.50 FEET; THENCE SOUTH 00'05'42"WEST 1322.23 FEET; THENCE NORTH 89'54'12" WEST 528.96 FEET: THENCE NORTH 89'58'36" WEST 71.10 FEET: THENCE NORTH 19'17'29" EAST 44.99 FEET TO A POINT ON A 673.49 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE 1183.21 FEET (CHORD BEARS NORTH 31'01'27" WEST 1036.81 FEET);P THENCE NORTH 00'04'30" WEST 384.59 FEET; THENCE ALONG THE SOUTH SECTION LINE OF SAID SECTION 26, SOUTH 89"59'38" WEST 462.47 FEET TO THE POINT OF BEGINNING.

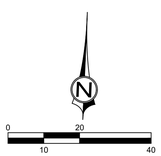
CONTAINING 54.99 ACRES.



NOTES

1. BLACK BASALT BOULDERS SALVAGED FROM SITE. BOULDERS TO BE PAINTED BLACK TO BLEND WITH THE COLOR OF THE EXISTING.
2. AREA TO RECEIVE 2-4" BLACK LAVA CINDERS AT A DEPTH OF 6".
3. USE BLM APPROVED SEEDING MIX.
4. BORE SEWER WHERE POSSIBLE TO AVOID SENSITIVE LANDS CONCERNS. PROTECT ROCK OUTCROPPINGS AT TOP OF SLOPE.





SCALE: 1" = 20'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

KACHINA RIDGE
HILLSIDE RECLAMATION EXHIBIT

1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100
CivilScience

KACHINA RIDGE
HILLSIDE RECLAMATION EXHIBIT
LOCATED IN: HURRICANE, UTAH

PROJECT NO: 23396
DRAWN BY: BLW
DATE: 10/06/2026
SCALE OF SHEET HORIZ: 1" = 20' VERT: NA
SHEET 1 OF 1

LEE & LOWNEY LLC
3407-B-1-HV

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

WASHINGTON WATER CONSERVANCY DISTRICT
3407-A-HV

SITLA
H-3313-1-NP

PROPOSED WATER TANK (PER ALPHA ENGINEERING)

TRAIL

INSTALL 24" STORM DRAIN CULVERT

STORM WATER BASIN

INSTALL STORM DRAIN TO PROPOSED BASIN

EX TRUCK RAMP

HIGHWAY 59

PROJECT LIMITS SEE GRADING BY FORSGREN

30.00' WATER LOOP REQUIRED & ACCESS EASEMENT

7
331,389 S.F.
7.61 ACRES

6
214,443 S.F.
4.92 ACRES

5
749,411 S.F.
17.20 ACRES

4
57,308 S.F.
1.32 ACRES

3
75,526 S.F.
1.73 ACRES

2
126,457 S.F.
2.90 ACRES

1
89,131 S.F.
2.05 ACRES

8
146,785 S.F.
3.37 ACRES

A

52' PUBLIC STREET

60' PUBLIC STREET

60' PUBLIC STREET

TRAIL

H-348-B-2-A

H-348-D

H-348-C

H-348-K

H-296-B-1-C-1

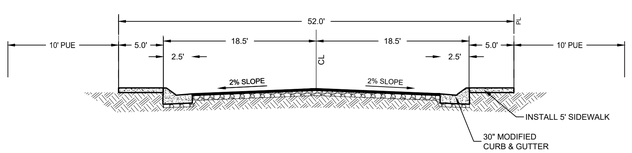
1000 EAST

BALLARD RALPH T & RUTH M TRS
H-314-B-1

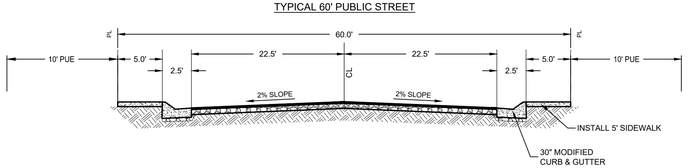
BALLARD RALPH T & RUTH M TRS
H-314-A-1

STORM WATER BASIN

TYPICAL 52' PUBLIC STREET



TYPICAL 60' PUBLIC STREET



LEGEND

- EXISTING GROUND CONTOUR
- FINISH GRADE CONTOUR
- PROPOSED LOT LINES
- EXISTING LOT LINES
- DRAINAGE FLOW DIRECTION
- PROPOSED HDPE STORM DRAIN (SIZE PER PLAN)
- PROJECT LIMITS
- PROPOSED RETAINING WALL
- HILLSIDE DISTURBANCE LINE

STORM DRAIN NOTE

ADDITIONAL STORM DRAIN INFRASTRUCTURE WILL BE INSTALLED AT THE TIME OF DEVELOPMENT OF EACH LOT. INDIVIDUAL SITE PLAN SUBMITTAL WILL BE REQUIRED.

0 100
50 200
SCALE: 1" = 100'
(SCALE ONLY VALID FOR 24" x 36" PAPER)

PRELIMINAY PLAT
KACHINA RIDGE
GRADING & DRAINAGE PLAN

CivilScience
1453 S. DIXIE DRIVE, SUITE 150
ST. GEORGE, UT 84770
435.986.0100

KACHINA RIDGE
PRELIMINARY PLAT
LOCATED IN: HURRICANE, UTAH

PROJECT NO: 23396	
DRAWN BY: BLW	
DATE: 03/06/2026	
SCALE OF SHEET	HORIZ: 1" = 100' VERT: NA
SHEET	3 OF 3

GEOTECHNICAL INVESTIGATION REPORT

Prepared for:

MRCI
Attn: Ted Fullerton
782 South River Road # 289
St. George, Utah 84790

November 17, 2021

Kachina Ridge - Revised



Prepared by:

795 East Factory Drive
St. George, UT 84790

Landmark Project No: 210793

November 17, 2021

MRCI
Attn: Ted Fullerton
782 South River Road #289
St. George, Utah 84790

Subject: Geotechnical Investigation Report
Kachina Ridge
Hurricane, Utah
Landmark Project No.: 210793

Ted:

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

Our field investigation for this project consisted of seven (7) borings and five (5) test pits located across the site. The borings extended to between 14 and 21.5 feet below the ground surface. The test pits each extended to between 2 and 9 feet below the ground surface. Soils on-site predominantly consisted of sands and silts with varying amounts of gravel and relatively thin layers of weak to moderately hard mudstone underlain by limestone and basalt bedrock. On-site soils were loose to very dense and dry to slightly moist. Ground water was not encountered in the borings or test pits at the time of our investigation. Site grading and general foundation recommendations are detailed in Section 5.0 of this report. Foundation recommendations are provided in Section 6.0 of this report. The on-site sandy and silty soils, free from organics and other debris are suitable for use as structural fill.

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

Sincerely,
LANDMARK TESTING AND ENGINEERING

Steven Wells, P.E.
Geotechnical Manager

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GEOTECHNICAL INVESTIGATION REPORT
KACHINA RIDGE
HURRICANE, UTAH

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LID RESEARCH DATA

1.0 INTRODUCTION

This report presents the results of Landmark Testing & Engineering's geotechnical investigation for a 34-acre project site in Hurricane, Utah with residential and commercial development. Figure A-1 is a Vicinity Map showing the project location relative to surrounding features. Figure A-2A is a Site Map showing the proposed project layout and the approximate location of the borings and test pits completed for this investigation.

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

2.0 PROPOSED CONSTRUCTION

We understand that construction will consist of high-density housing, commercial buildings, and pools. Structures will include condos, townhomes, and a hotel with amenities and associated roadways and parking. The condos and hotel are anticipated to be 4- to 5-stories. Townhomes are expected to be 2-stories. We understand that many structures are to have below ground parking. Access to the site from Highway 59 will include an underpass. We anticipate that typical cuts and fills on the site will be on the order of 8 feet with localized areas of fill approximately 15 feet.

Anticipated structural loads for two story townhouses and any other one to two story structures will be on the order of 1,200 to 2,500 pounds per lineal foot.

Structural loads for the 4- to 5- story buildings have not been provided. However, we anticipate structural loads for columns to be on the order of 500 kips. Strip loads for the 4- to 5- story buildings are expected to be on the order of 6 to 10 kips per lineal foot. Recommendations based on these anticipated loads are provided in Section 6 of this report. Any significant changes to the anticipated development and structural loads should be reviewed by Landmark to evaluate the continued applicability of the recommendations contained in this report.

3.0 SITE SETTING

3.1 SURFACE CONDITIONS

The projected trace of the Hurricane Fault line is located to the west and east of the project site. The project site is approximately 300 to 350 feet higher than the valley to the west and 500 feet higher than the Virgin River to the north.

The project site is located to the north of Highway 59 at the top of the hill to the east of the City of Hurricane. There is a general slope down to the north with an elevation difference of approximately 30 to 50 feet across the site. The site is undeveloped with moderate vegetation consisting of desert shrubbery, field grasses, and cacti. There are occasional dirt roads traversing the site. To the east of the site the land rises up to 300 feet.

3.2 GEOLOGIC SETTING

The site traverses multiple geologic units. The western portion of the project site is mapped as part of the Volcano Mountain lava flow (middle Pleistocene, Qbv). The eastern portion of the site is mapped as Fossil Mountain Member of the Kaibab Formation (Lower Permian, Leonardian, Pkf). The middle portion of the site is mapped as alluvial and colluvial deposits (Holocene to upper pliestocene, Qac) underlain by the two bedrock formations. These geologic formations are outlined as follows:

Qbv: Medium- to dark-gray to grayish-black, fine- to medium-grained alkali basalt (Qbv) with sparse olivine phenocrysts; erupted from a vent at Volcano Mountain (Qbvc) southwest of Hurricane

Pkf: Lithologically uniform, light-gray, thick-bedded, fossiliferous limestone and cherty limestone, abundant reddish-brown, brown, and black ribbon chert and irregular chert nodules that locally make up 20 to 40% of the rock; forms a prominent cliff in the Hurricane Cliffs and Beaver Dam Mountains

Qac: 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.

3.3 GEOLOGIC HAZARDS

Fault Rupture

At the project location the projected trace of the Hurricane Fault branches out from the bottom of the hill to the west to the east as shown on Figure 2A. Therefore, the site is surrounded by the hurricane Fault to the east and west. As such the project side is mapped as a "surface-fault-rupture-hazard special-study zone. The special-study zones established for well-defined faults extend for 500 feet on the downthrown side and 250 feet on the upthrown side of each fault. Normal faults are classified as well defined of Utah Geological Survey. Because their location is uncertain, the special-study areas around buried or approximately located faults are broader, extending 1000 feet on each side of the suspected trace of the faults."[1]

Exposed traces of the Hurricane Fault are present north and south of the project. It should be understood that the exact location of fault lines is not always known and that fault lines do not consist of one single line. It is likely that there is evidence of the Hurricane Fault located throughout the project site. Depending on the final layout of the project, additional studies may be required to better define fault traces to ensure adequate setbacks for residences.

The trace of the Volcano Mountain Faults is located approximately 2.5 miles to the west of the site. The Washington fault is located approximately 11.5 miles west of the site. The most recent movement of the Volcano Mountain, Washington faults is considered Quaternary, which classifies the faults as active. Strong ground motion associated with movement along the Volcano Mountain,

1 Geologic Hazard Mapping and Data Custom Report, https://geology.utah.gov/apps/jay/tests/hazards/report/, retrieved October 28, 2021

Washington, Hurricane faults or other faults associated with the Intermountain Seismic Belt is possible.

Liquefaction

Liquefaction is the sudden loss of shear strength in the soil due to the build-up of excess pore water pressure.[2] This can occur when the soil is subjected to intense shaking such as during a seismic event. The soils that are most susceptible to liquefaction are loose, saturated sandy soils with a low fines content (material passing the #200 sieve).

The soils on site consisted of loose to dense sands and silts with varying amounts of gravel and a relatively high fines content. Groundwater was not encountered in the borings or test pits at the time of our investigation. Therefore, the potential for liquefaction is considered low.

Rockfall

The north side and west side of the project site are mapped as being in a moderate and high rockfall hazard area, respectively. "High rockfall hazard areas include canyon cliffs and other near-vertical slopes not undercut by erosion of underlying units and lack obvious discontinuities and overhanging rock masses but are still capable of producing damaging rockfall. These areas also include steep mountainous areas (slopes greater than 20 degrees) where bedrock units highly susceptible to rockfall crop out in the slope rather than forming a capping unit. Also included are mountainous areas where bedrock units moderately susceptible to rockfall crop out on slopes greater than 35 degrees.

"Moderate rockfall hazard includes areas where bedrock units moderately susceptible to rockfall crop out on 20- to 35-degree slopes, and where bedrock units with low rockfall susceptibility crop out on slopes greater than or equal to 35 degrees."[3]

The areas on site mapped as having a moderate and high rockfall hazard are to the east and north of the anticipated construction.

Instability of Basalt Slope

The basalt along the western and northern sides of the project site is highly fractured in columnar jointing and leans away from the main body of the basalt. Columnar jointing of the basalt is common during cooling. Typically, these joints extend back away from the slope. We recommend that structures be constructed a minimum of 30 feet from the edge of basalt slopes to minimize damage from potential slope instability. IBC recommends a setback from the toe of ½ times the slope height or a maximum of 15 feet. A setback of 1/3 of the slope height or a maximum of 40 feet is recommended for structures built adjacent to slope crests.

3.4 SEISMICITY

The average shear wave velocity of the upper 100 ft ($Vs_{,100}$) of the site soil profile on the project was determined by conducting a seismic refraction survey in accordance with the Refraction

2 Coduto, Donald P. (1999), Geotechnical Engineering: Principles and Practices, Prentice Hall, Upper Saddle River, NJ
3 Geologic Hazard Mapping and Data Custom Report, https://geology.utah.gov/apps/jay/tests/hazards/report/, retrieved October 28, 2021

Microtremor (ReMi) method. The location of where the seismic survey was conducted is shown on Figure A-2A. The result of the ReMi shows that the $Vs_{,100}$ of the site is 1,768 ft/sec, which classifies the site as "C." These results correlate well with soils encountered in the borings. Bedrock was encountered between 14 and 19 feet in two of the borings and between 2.5 and 6 feet in two of the test pits. The shear wave velocity, as shown on the Shear Wave Velocity Profile in Appendix C, dramatically increases at 17 feet, indicating the presence of bedrock. This depth correlates well with the depth at which bedrock was encountered in our borings.

Seismicity at the site was determined using the Structural Engineers Association (SEA), OSHPD Seismic Design Maps website. The following values are presented to assist with seismic design.

- Latitude = 37.18558 North, Longitude = 113.27494 West
- Site Class = C (Very Dense Soil and Soft Rock), based on ASCE 7-16 (Table 20.3.1) as referenced in 2018 IBC 1613.2

Period (sec)	Sa (g)	Site Class
0.2	0.613 S_S	B/C
1.0	0.202 S_1	B/C
0.2	0.513 S_{DS}	C
1.0	0.202 S_{D1}	C

(2016 ASCE-7-16, SEA, Structural Engineers Association, https://seismicmaps.org/)

4.0 INVESTIGATION

4.1 FIELD INVESTIGATION

In 2005 Landmark completed a geotechnical report for proposed construction on-site. Thirteen test pits were excavated to a depth of 2 to 10 feet below the existing grade. Soils encountered in the 2005 investigation consisted of gravels, silty sand, silt, lean clay and basalt.

To investigate the subsurface soil conditions for the current proposed construction, a total of 7 borings and 5 test pits were completed in the proposed construction. Borings were excavated across the site and test pits were focused along Highway 59 on the southern portion of the project.

Soils encountered in the test pits and borings consisted of loose to dense silty sand and sandy silt with varying amounts of gravel. There were occasional layers of mudstone between 0.5 and 1.5 feet thick located between 9.5 and 21 feet. Basalt bedrock was encountered in borings and test pits along the western portion of the project site and limestone bedrock along the eastern portion of the project site.

For a detailed description of the subsurface soils encountered in the borings and test pits, please see the boring logs and test pit logs on Figures A-3 through A-12. A key to the symbols and soil classifications used on the logs is presented on Figure A-13.

4.2 LABORATORY TESTING

Samples from the borings and test pits were returned to our St. George, Utah laboratory for testing. Tests performed on the samples included moisture content and unit weight tests, mechanical sieve analyses and Atterberg Limits tests to aid in soil classification, consolidation tests to aid in excavation recommendations, and a soluble sulfate test. Laboratory test results are shown on the boring and test pit logs on Figures A-3 through A-12 and on the laboratory summary sheet on Figure A-14.

Mechanical sieve analyses and Atterberg Limits tests predominantly classified the samples from the borings and test pits as silts and sands with varying amounts of gravel.

Moisture contents of the soils ranged from 1.0 to 11.6 percent with an average moisture content of approximately 5 percent. Dry unit weights of samples from the borings ranged from 74.7 to 108.2 pcf with an average dry density of approximately 98.5 pcf.

A total of 4 consolidation/swell tests were completed on samples from the borings. The samples from borings B-3 at 10.5 feet and boring B-7 at 21 feet collapsed 0.7 and 3.9 percent, respectively, showing a low to high collapse potential. The samples from borings B-4 at 11 feet and B-5 at 21 feet swelled 0.2 and 2.1 percent, respectively, showing a low to high swell potential. Consolidation curves are shown on Figures 15 through 18.

4.3 ANALYSIS and CONCLUSIONS

Our field and laboratory test results indicate that the soils on-site predominantly consisted of loose to dense silty sands and sandy silts with varying amounts of gravel. Groundwater was not encountered in the borings or test pits. Occasional layers of clayey mudstone were encountered in borings B-3, B-5, and B-6. Mudstone layers were easily drilled and ranged between 0.5 and 1.5 feet thick.

Settlement analyses were performed on the soils based on the field conditions and consolidation tests. The results of the field and laboratory testing show that fill soils have a low to moderate collapse potential and low densities.

We recommend that loose and collapsible soils beneath footings be excavated prior to construction. Specific recommendations for heavily loaded footings are provided in section 6.2. General recommendations for the earthwork and foundations are outlined in Sections 5.0 and 6.0 of this report.

5.0 SITE GRADING AND EARTHWORK

5.1 GENERAL GRADING

The majority of the site is covered in moderate vegetation. Initial site preparations should include clearing and grubbing the site. We anticipate that grubbing the upper 3- to 6-inches of the site will remove the majority of the roots.

A grading plan and finish floor elevations have not been provided. However, we understand that cuts and fills across the site will be on the order of 7 to 8 feet with localized cuts up to 15 feet. The

following excavation and earthwork recommendations assume minimal cuts and fills. Therefore, structures that will have significant cuts and fills will require site specific excavation recommendations.

5.1.1 TOWNHOUSES, CONDOS, AND HOTELS

The building pad areas should be excavated as outlined in the site map on Figure A-2B. We understand that the hotel will have underground parking. We are unaware which of the other buildings will have a basement level. Excavation requirements for structures with basements will be different than for at-grade structures. Building pad excavations should extend a minimum of 5 feet beyond the building pad, horizontally, where possible.

Footing excavations should extend to depths sufficient to allow for the minimum amount of structurally placed soils as outlined in section 6.2.

For all excavations, once the excavations are complete, the upper 8-inches of soil in the bottom of the excavations should be scarified, moisture conditioned to within 2 percent of the optimum moisture content and compacted to a minimum of 90 percent of the maximum dry density as determined by ASTM D-1557.

The excavated, on-site silty and sandy soils are suitable for use as structural fill in the lower portion of the backfill, provided they are free of organics, rocks larger than 6-inches in dimension and other deleterious materials and are placed according to structural fill standards as subsequently outlined.

Due to the high corrosive potential of the on-site soils, we recommend that the upper 1 foot of soil beneath all footings and floor slabs consist of imported, granular, structural fill.

5.1.2 UNDERPASS

We understand that an underpass will be constructed to provide access from Highway 59. Test pit TP-2 was excavated on the north side of Highway 59 in proximity to the underpass. Limestone bedrock was encountered in the test pit at a depth of 6 feet. We anticipate that the excavation for the underpass will encounter limestone bedrock.

Our experience shows that limestone in the area is highly corrosive. Therefore, if the excavation is terminated in limestone bedrock, we recommend that the excavation extend to allow for a minimum of 1 foot of imported, granular structural fill. We anticipate that the use of specialized construction equipment such as a single tooth ripper or a hammer hoe will be required to excavate the limestone.

If the bottom of bedrock is not encountered at the bottom of the underpass structure, we recommend that the excavation be excavated to allow for the placement of 1 foot of structural fill immediately underneath the structure.

Since the underpass will be built on a state road, structural fill underneath the underpass and as backfill against the walls of the underpass should meet UDOT Standard Specification 02056.

5.1.3 POOLS

The on-site soils are conducive for a pool, however; the owners should be informed of the risks involved in construction of a swimming pool. The introduction of water to subsurface soils will likely result in excessive differential movement, not only in the pools but in nearby structures as well. Moisture control recommendations to mitigate differential movement include but are not limited to the following:

- Plumbing is a significant source of leaks. All plumbing should be fully leak tested and approved prior to filling of the pool.
- The water level in the pool should be strictly monitored and any leaks repaired immediately.
- The pool should be located as far as possible from existing structures.

It should be noted that even if all these mitigation actions are followed, there is still a possibility of subsurface soils becoming saturated, causing differential movement in the pool and other nearby structures. If you have any questions, please let us know.

5.1.4 RECREATIONAL COURTS

We understand from the provided site map that there will be tennis/pickleball courts built to the east of the hotel. We recommend that the court be underlain by a minimum of 3 feet of structurally placed soils. The courts are located in an area with shallow anticipate bedrock. The excavation may terminate prior to 3 feet in areas where bedrock is encountered. However, if bedrock is encountered within 1 foot of the finished elevation, the excavation should extend to allow for a minimum of 1 foot of structurally placed soils underneath the court. The court should not transition from being established on bedrock to structural fill.

Consideration may be given to establishing the court of a post tensioned slab. The slabs should be established on a minimum of 2 feet of suitable structural fill, placed as previously discussed. Typically, for ease of construction and shaping, the concrete is underlain by 6-inches of road base. The road base may be included as part of the recommended 2-feet of structural fill. Depending on the structural design, a vapor barrier may or may not be required. If required, a leveling course of sand on the order of 4-inches thick should be placed over the vapor barrier to minimum damage to the barrier during concrete placement.

Post tensioning of slabs is generally performed to minimize cracking or damage due to expansive soils. The soils which will underlie the imported, structural fill are not expansive, therefore, post tensioning can be limited to BRAB Type II where reinforcing is minimal and used mainly for crack control. However, for ease of post-tensioning, a thickened edge is generally constructed to aid in the tensioning process. A minimum thickened edge 12-inches deep and extending 12-inches laterally is normal, however, if used the final dimensions of a thickened edge should be determined by the structural engineer designing the post-tensioned slab.

We do not recommend that the post-tensioned slabs be established directly on the fine grained, silty subgrade. However, if this scenario were to occur the following parameters are provided to assist with post-tensioned slab design:

1. Allowable bearing capacity - 1,800 psf for foundations established on structural fill.
2. Edge Moisture Variation Distance (Em) -
   Center Lift Condition - 5 feet
   Edge Lift Condition - 2.5 feet

3. Differential Soil Movement (Ym) -
   Center Lift Condition - 1/8 to 1/4 inches*
   Edge Lift Condition - None*
4. Clay Properties** -
   LL = 23, PI = 4

*Based on percent swell under 1,000 psf surcharge of less than 4% .
**Based on Atterberg Limits tests performed for the Geotechnical Investigation Report, Landmark Project 05571.

5.2 FILL PLACEMENT AND COMPACTION

All fill to be placed for support of footings and slabs-on-grade should be considered structural fill. On-site sands and silts are suitable for use as structural fill in the lower portion of the building pad areas, provided they are free from organics and other deleterious materials and are placed according to structural fill recommendations as subsequently outlined. Imported, granular fill should be well-graded, non-expansive, and free of organics and all deleterious materials. Cobbles and boulders up to 24 inches in dimension are acceptable in lower portions of the fill. Soils used for granular, imported, structural fill within 2 feet of the bottom of footings should meet the following specifications and preferably would classify as gravel.

GRADATION	PERCENT PASSING
3- inch	100
1 ½ -inch	80-100
No. 200 sieve	10-25
ATTERBERG LIMITS	
Liquid Limit	30 or less
Plasticity Index	9 or less

Material not meeting the above requirements may be suitable for use as structural fill at the discretion of the geotechnical engineer. Samples of structural fill should be submitted for testing prior to being transported to the site.

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

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

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

5.3 LIGHTLY LOADED ELEMENTS

Exterior concrete slabs on grade should be established on a minimum of 6-inches of imported, granular structural fill underlain by one foot of structurally placed, on-site soils and 8-inches of scarified and recompacted on-site soils. Structural fill, including any road base, should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-1557. Compaction and gradations of soils underlying curb and gutter and sidewalks should meet Hurricane City specifications.

6.0 FOUNDATION & CONSTRUCTION CONSIDERATIONS

Soil preparations for footings will vary by the location of the structure on site and the structural load on the footing. The following sections provide recommendations for footings for the relatively light 2-story structures and heavier 3- to 5-story structures. Landmark has not been provided with a grading plan. Therefore, structures with large cuts and fills will require site specific excavation recommendations. Due to the high corrosive potential of on-site soils, all footings should be underlain by a minimum of 1 foot of imported, granular fill.

6.1 TWO-STORY STRUCTURES

The following recommendations apply to conventional strip and spot footings for the two-story townhouses and condos. Footings may be established on a minimum of 12-inches of structurally placed, imported, granular, structural fill overlying structurally placed, on-site soils as indicated in section 5.0. Foundation excavations should be visually observed and tested by qualified personnel prior to placement of reinforcing steel or concrete. Additional foundation recommendations are subsequently presented.

DESCRIPTION	VALUE
Foundation Type	Continuous or spread footings
Bearing Material	Structurally placed, imported, granular, fill overlying on-site soils

DESCRIPTION	VALUE
Allowable Bearing Capacity	2,000 psf on structural fill*
Minimum embedment depth below finished grade	12-inches (for frost and confinement)
Minimum footing width	12 inches (continuous) for single-story 18-inches for two stories 24-inches (isolated spread)
Total estimated settlement	1-inch
Total differential settlement	less than 3/4 inch

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

* The allowable bearing capacity of 2,000 psf is for footings established 1 foot below finished grade. This capacity may be increased 250 psf for every foot the foundations are established below 1 foot below finished grade up to a maximum bearing capacity of 2,500 psf.

6.2 THREE- to FIVE-STORY STRUCTURES

To adequately support anticipated footing loads for 3- to 5-story condos and hotels, we recommend that excavations for heavily loaded spread and spot footings be excavated to allow for the specified imported, granular, structural fill. Excavation recommendations include:

FOUNDATION TYPE	DEPTH OF STRUCTURAL FILL BELOW FOOTINGS*	MINIMUM WIDTH OF FOOTING*
Isolated columns 50 to 100 kips	2 feet	7 feet
Isolated columns 100 to 200 kips	3 feet	10 feet
Isolated columns 200 to 300 kips	5 feet	12.5 feet
Isolated columns 300 to 400 kips	5.5 feet	14.25 feet
Isolated columns 400 to 500 kips	6.5 feet	16 feet
Continuous footings up to 10 klf	2 feet	5 feet

*Footing widths and depth of imported granular fill for columns with different loads than those assumed can be provided upon request. Footing widths and depth of structural fill may change depending upon subsurface conditions. Excavations may terminate shallower than specified in the table if bedrock is encountered in the bottom of the excavation.

6.3 UNDERPASS

We anticipate that the underpass structure will consist of cast in place footing and floor slab and precast concrete sections. The structural load will be distributed across the width of the bottom slab of the sections. The tunnel will not have footings. The bottom slab of the precast concrete sections at the bottom of the tunnel will distribute the loads.

We recommend that the excavation for the tunnel extend to allow for a minimum of 2 feet of structural fill to be placed immediately below the bottom of the tunnel. Due to the presence of highly corrosive on-site soils, we recommend that the upper 1 foot of structural fill be imported structural fill.

If limestone or basalt bedrock are encountered within 2 feet of the footings, the allowable bearing capacity of the soil will be 4,000 psf. If bedrock is not encountered within 2 feet of the bottom of the footing elevations, the bearing capacity will decrease by 500 psf for each foot more than 2 feet above bedrock to a minimum bearing capacity of 2,000 psf.

7.0 FLOOR SLABS

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

Concrete slabs should be designed using rebar reinforcement and frequent crack control joints to help control normal shrinkage and stress cracking. Concrete placement and curing should meet ACI[4] requirements including following hot or cold weather placement recommendations, when appropriate. If a moisture-sensitive floor covering will be installed, we recommend that a vapor barrier be installed beneath the concrete slab. The moisture sensitivity of floor finishes, anticipated project conditions, and the potential effects of slab curling and cracking should be considered in determining if the barrier should be placed directly beneath the slab or beneath the free-draining gravel (see ACI 302.IR-96 for more information regarding vapor barrier location). If the vapor barrier is installed directly beneath the slab, measures should be taken to minimize excessive slab curl such as reduced joint spacing and use of a low shrinkage (low water-cement ratio) mix.

8.0 LATERAL EARTH PRESSURES

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

[4] American Concrete Institute

Case Evaluated	Soil Type	Value
Active	On-site sand/silt	37 psf/ft
		58 psf/ft (with seismic)
At-Rest	On-site sand/silt	56 psf/ft
Passive	On-site sand/silt	390 psf/ft
		330 psf/ft (with seismic)
Seismic Coefficient	IBC 1610	0.081
Coefficient of friction tan(φ*0.6) where φ = 34°	Imported, granular, structural fill	0.37

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

Basement / retaining walls should be designed to resist the lateral earth pressured listed above. Basement backfill should be placed subsequent to floor slab and floor joist construction. Otherwise, the walls should be braced to prevent lateral movement and cracking. Backfill should be placed in accordance with the requirements of structural fill except that backfill in landscape and areas that will not be subject to structural loadings may be reduced to 90% of the maximum dry density as determined by ASTM D-1557. It is recommended that relatively light, manually propelled compactors be used within 5 feet of the walls and that compactors used beyond 5 feet be limited in weight to 3,000 pounds. We suggest that the below grade portion of the basement walls be damp-proofed with an impervious damp-proofing agent or membrane.

9.0 MOISTURE CONTROL

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

1. The ground surface should be graded to drain surface water away from footings in all directions. A minimum grade of 5% (IBC 1803.3) in the first 10 feet is recommended. Impervious surfaces such as concrete walkways and asphalt pavement adjacent to the structures are effective in reducing the potential for water migration beneath foundations and slabs and should be considered in design. Impervious surfaces such as asphalt or concrete within 10 feet of the building foundation should be sloped a minimum of 2% away from the building.

2. Xeriscape (landscaping that eliminates the need for supplemental irrigation of plants) is recommended within 10-feet of the building foundations. Bubblers, although more efficient than sprinkler irrigation, still have a significant potential of introducing excessive water into the ground and saturating foundation soils. Bubblers are not recommended in the 10-foot buffer zone area. As an alternative, sealed bottom planter boxes may be used.

3. Grass should not be placed within 10-feet of the foundation. Grass, if planted, should have a minimum slope of 5% away from the foundation.

4. Roof runoff should be collected, and downspouts should be designed to discharge collected water a minimum of 10 feet beyond the building footprint.
5. Inadequate compaction of utility trench backfill provides a conduit for water migration. All utility trenches within the building footprint and extending 5 feet beyond the footprint should be backfilled with structural fill similar to that approved for the foundations. Backfill adjacent to structures should be compacted to at least 90 percent of the maximum dry density as determined by ASTM D-1557 and the minimum slope requirements should be followed. Backfill beneath structures should be compacted to at least 95% of the maximum dry density.

6. Grading should be such that surface water is directed away from all cut and fill slopes and collected only in channels protected against erosion. Water should not be allowed to pond on-site.

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

10.0 ASPHALT PAVEMENT DESIGN

Design of the pavement sections is based on the procedures outlined in the 1993 Guidelines for Design of Pavement Structures by the American Association of State Highway and Transportation Officials (AASHTO). For traffic loading we assumed a traffic index T.I. of 5.5 for residential streets and the parking lots, which is standard for residential streets accommodating light traffic, and a traffic index of 7.0 for more heavily loaded areas. Based on the soils encountered in the test pits, CBR value of 6 was used in pavement design.

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

- Pavement Design Life - 20 years
- Structural Layer Coefficients
  - Asphalt = 0.42
  - Road Base = 0.12
  - Subbase = 0.08

Based on design parameters, the following pavement section is provided.

Street	Asphalt Thickness (inches)	Road Base Course (inches)	Subbase Course (inches)
T.I. = 5.5	3.0	8.0	NA
T.I. = 7.0	3.5	8.0	10.0

Transition sections leading to and from Highway 59 should match the existing pavement sections. Initial site preparations of the asphalt paved sections should include clearing and grubbing the upper 3- to 6-inches of soil to remove all roots. Recompacted on-site soils should be compacted to a minimum of 95% of the maximum dry density as determined by ASTM D-1557. Base course and subbase soils should be from Hurricane City approved sources and should be compacted to meet Hurricane City Specifications. Asphaltic concrete and base course materials should be tested prior to site delivery and during placement for conformance with project specifications.

11.0 SOIL CORROSIVITY

A soluble sulfate content test was conducted on the sample from boring B-2 at 5 feet. The soluble sulfate content of the soil was shown to be 3.39 percent. As such, site soils would classify as having severe corrosive potential to concrete structures. Therefore, it is recommended that concrete mixes be designed for sulfate exposure category S3. It is recommended that all concrete be designed in accordance with ACI 318, R19.3. Buried pipes should be plastic (PVC or HDPE) instead of metal, where possible.

12.0 LOW IMPACT DEVELOPMENT (LID) SITE SOILS DATA

If the LID design approach is implemented on the project, we anticipate it will be based on LID guidance set forth by Dixie Storm Water Coalition (DSWC) in the document, “Green Infrastructure and Low-Impact Development Application Guidance for Washington County, Utah” updated June 12, 2020.

The site soils data provided in Table 1 is to aid the evaluation and selection process of applicable BMPs based on *Figure 2 – Applicability Matrix Flow Chart* and *Table 3: Region Applicability Matrix* found in the above-mentioned DSWC document. The data provided in Table 1 is based on our geotechnical investigation and attached report, “Custom Soil Resource Report for Washington County Area, Utah.”

Table 1 – Site Soils Data		
Category	**Data**	**Notes**
Depth to Groundwater	> 21.5 Feet	Applicable borings were drilled to max. depth of 21.5 feet with no indication of groundwater.
Depth to Bedrock	2.5 ft to	Applicable borings and test pits encountered basalt and limestone bedrock between 2.5 and

Table 1 – Site Soils Data		
Category	**Data**	**Notes**
	> 21.5 Feet	19 feet. There were also borings that extended to 21.5 feet where bedrock was not encountered.
Hydrologic Soil Group (HSG)	A	See attached report, Page 13
Infiltration Rate (in/hr)	2 to 6	See attached report, Page 13
Expansive Soils Risk*	Low	Thin layer of expansive mudstone encountered at 20 ft (2.1% swell)
Collapsible Soil Risk*	Low to high	Between 0.2 and 3.9% based on collapse tests
Gypsiferous Soils	High	As per section 11 of this report
Liquefaction Risk	Low	As per section 3.3 of this report

* Minimum horizontal clearances of BMPs from infrastructures must exist to mitigate potential risk and destabilization of underlying soils. Recommended moisture control measures found in this report should be followed.

13.0 FOUNDATION REVIEW AND TESTING

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

Landmark does not determine the location of the over-excavations or the location of the constructed structures. The builder is responsible to ensure that the construction footprints are entirely within the improved building pad areas.

14.0 LIMITATIONS

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

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

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

Site conditions and standards of practice change, therefore, we should be notified to review and update the report and its recommendations if construction is not commenced within 3 years of the date it was issued.

LANDMARK TESTING & ENGINEERING



Kent Nelson, P.E.
Project Engineer

Reviewed by:

Steve Wells, P.E.
Geotechnical Manager

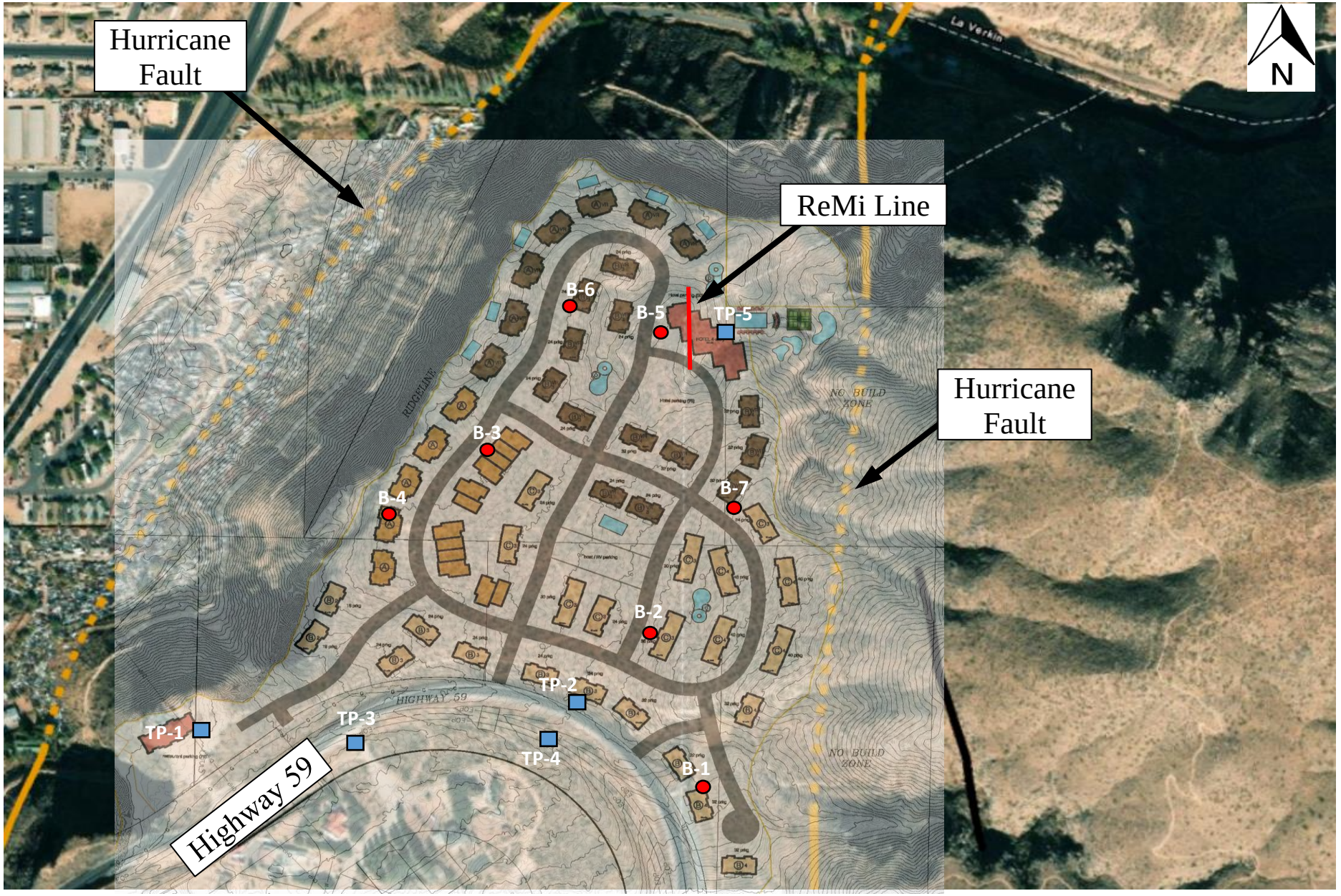
Appendix A



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VICINITY MAP
PROJECT NUMBER 210793

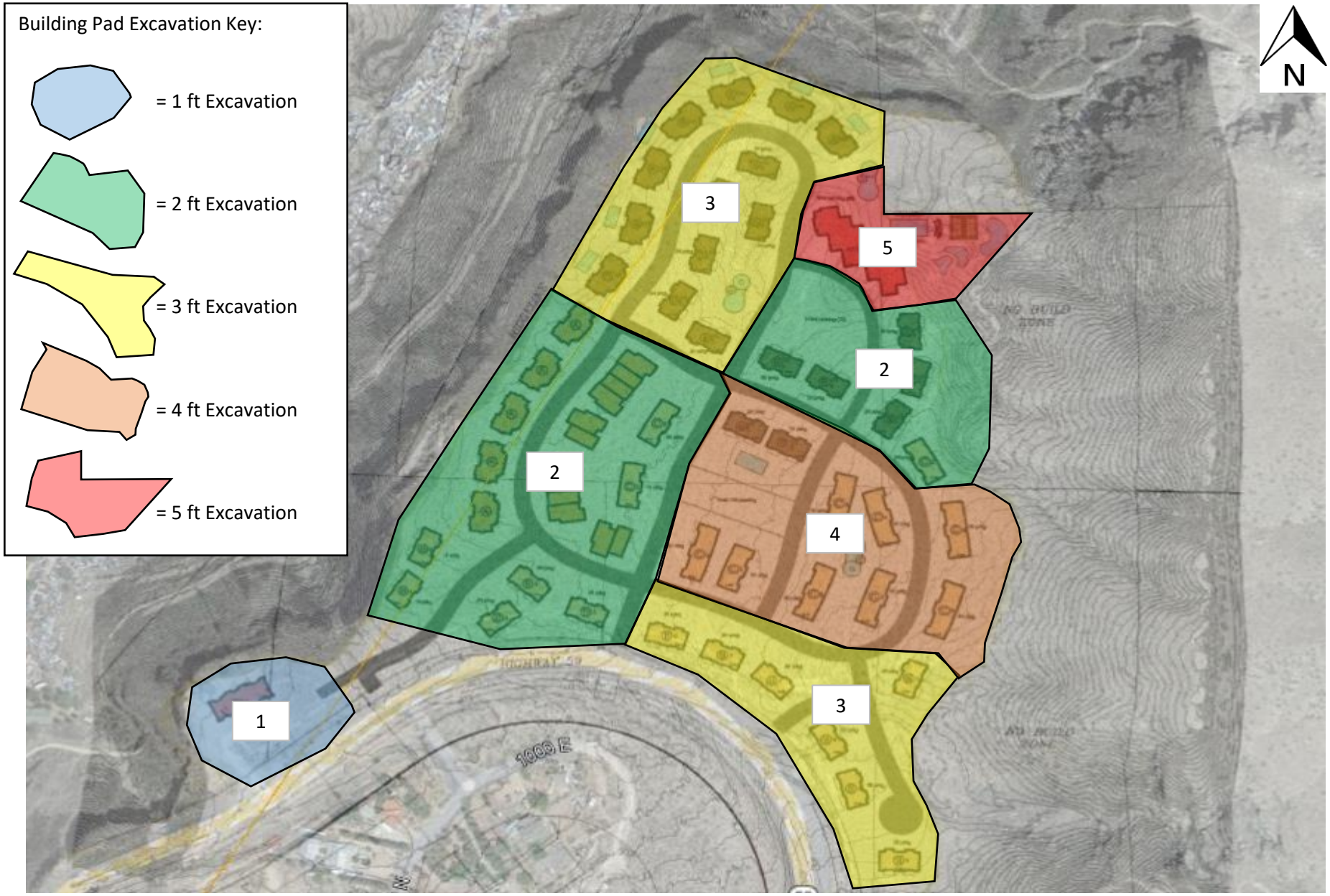
Figure 1



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SITE MAP
PROJECT NUMBER 210793

Figure A-2A



LANDMARK TESTING & ENGINEERING	SITE MAP PROJECT NUMBER 210793	Figure A-2B

BORING NUMBER B-1

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18312 **LONGITUDE:** 113.27362

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0				POORLY GRADED GRAVEL (GP), medium dense, light brown, limestone based gravel and sparse cobbles (subangular)								
		1	50+	SANDY SILT (ML), medium dense, dry, fine grained, abundant subangular gravel, light brown		3.0			8	32	60	
5		2	46	SILTY SAND (SM), medium dense, dry, fine to coarse grained, sparse subangular gravel up to 1 inch, reddish brown								
10		3	73	Grades with subangular limestone cobbles	106.2	4.9						
				POORLY GRADED GRAVEL (GP), medium dense, dry, subangular limestone cobbles up to 2 inches, gray								
15		4	48	SILTY SAND (SM), medium dense, dry, fine to coarse grained, reddish brown Grinding at 18 feet								
		5	50+	Refusal at 19 feet in limestone Bottom of borehole at 19.0 feet.								

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PROJECT NAME Kachina Ridge

CLIENT MRCI

PROJECT NUMBER 210793

PROJECT LOCATION Hurricane, Utah

Figure No. A-3

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

BORING NUMBER B-2

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18435 **LONGITUDE:** 113.27413

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0				SILTY SAND (SM), loose, dry, fine to coarse grained, scattered subangular gravel up to 1 inch, light brown								
		1	7	Grades gravelly, dense, grinding from the drill rig from 2 to 2.5 feet								
5				Grades very loose, dry, minor coarse grained gravel, light brown								
		2	9									Soluble Sulfate = 3.39%
10				SANDY SILT (ML), medium dense, dlightly moist, light brown								
		3	40									
15												
		4	67			6.6	NP	NP	0	10	90	
20												
		5	100	Grades dense	99.5	7.2						

Bottom of borehole at 21.5 feet.

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Figure No. A-4

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

BORING NUMBER B-3

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18581 **LONGITUDE:** 113.27554

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0				SILTY SAND (SM), loose, dry, minor gravel, brown								
				CALICHE, moderately well cemented, dry, light brown to white								
		1	63		99.5	3.5						
5		2	49	Occasional subangular gravel up to 1 inch, sparse cobbles		5.2			18	41	41	
10		3	52	MUDSTONE, moderately hard, dry, abundant fine grained gypsum crystals, yellowish brown	99.2	5.5						0.7% Collapse @ 1000 psf
				SILTY SAND (SM), medium dense, dry, fine grained, brown to reddish brown Interbedded with silt and mudstone								
15		4	31									
20		5	31									

Bottom of borehole at 21.5 feet.

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Figure No. A-5

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

BORING NUMBER B-4

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18492 **LONGITUDE:** 113.27655

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0				SILTY SAND (SM), loose, dry, subangular gravel, light brown								
		1	28	Grades weakly cemented, abundant subangular gravel up to 1 inch, light brown to white	74.7	5.5						
5		2	29	Grades with anhedral fine gypsum								
				Grades gravelly and dense from 8 to 8.5 feet, difficult drilling								
10				POORLY GRADED SAND WITH SILT (SP-SM), medium dense, slightly moist, no gravel, light brown		1.0			0	91	9	
		3	40	MUDSTONE, soft to medium hard, light brown	103.8	9.0						0.2% Swell @ 1000 psf
		4	50+	Basalt, dense, vesicular, difficult to drill (drills llike dense gravel								
				Refusal at 14 feet in basalt bedrock Bottom of borehole at 14.0 feet.								

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Figure No. A-6

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

BORING NUMBER B-5

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18672 **LONGITUDE:** 113.27402

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0				POORLY GRADED GRAVEL (GP), medium dense, dry, gravel up to 2 inches, light brown		2.9			0	14	86	
		1	26	SANDY SILT (ML), medium dense, dry, abundant gravel, light brown to white								
5		2	15	SILTY SAND (SM), loose, , dry, fine grained, brown								
10		3	32	Grades medium dense	95.5	5.6						
				MUDSTONE, medium hard, dry, large gypsum vein, reddish brown								
				SILTY SAND (SM), medium dense, dry, fine grained, brown								
15		4	33	MUDSTONE, medium hard, dry, flakey, yellow brown		3.8	NP	NP	0	29	71	
				SILTY SAND (SM), medium dense, dry, fine grained, brown								
20		5	50+	MUDSTONE, medium hard, minor gypsum, yellow brown	106.4	7.3 8.5			1	6	93	2.1% Swell @ 1000 psf
				Refusal at 21.25 feet in basalt bedrock Bottom of borehole at 21.3 feet.								

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PROJECT NUMBER 210793

PROJECT LOCATION Hurricane, Utah

Figure No. A-7

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

BORING NUMBER B-6

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18692 **LONGITUDE:** 113.27334

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0		1	22	POORLY GRADED GRAVEL (GP), loose to medium dense, dry, gravel up to 2 inches (limestone gravel), gray								
5		2	13	SILTY SAND (SM), medium dense, dry, fine grained, light brown Grades with minor gypsum	97.2	1.5 4.6			3	60	37	
10		3	41	MUDSTONE, moderately hard, dry, flaky, gypsum veins SILTY SAND (SM), medium dense, dry, fine grained, brown		3.4			1	59	40	
		4	50+	Refusal at 14 feet in basalt bedrock Bottom of borehole at 14.0 feet.								

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PROJECT NAME Kachina Ridge

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PROJECT LOCATION Hurricane, Utah

Figure No. A-8

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

BORING NUMBER B-7

DATE STARTED 9/30/21 **COMPLETED** 9/30/21 **DRILLING COMPANY** GDS **ELEVATION**

DRILLING METHOD: 8-inch hollow-stem auger **GROUND WATER LEVEL AT TIME OF DRILLING**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **GROUND WATER LEVEL ON** ---

NOTES **LATITUDE:** 37.18535 **LONGITUDE:** 113.27334

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	BLOWCOUNTS	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0				SILTY SAND (SM), loose, dry, fine to coarse grained, abundant gravel, brown								
				SANDY SILT (ML), very dense, dry, limestone gravel, gray								
		1	50+									
				Grades light reddish brown, minor gypsum								
5		2	91			7.7			10	27	63	
				SILTY SAND (SM), dense to very dense, slightly moist, gravelly								
10		3	50+	Grades with limestone cobbles		4.8			18	35	47	
				SILTY SAND (SM), medium dense to dense, dry, fine to coarse grained, reddish brown								
15		4	50+	Grades cobbly from 15.5 to 16 feet Grades very dense, fine to coarse grained, dry, reddish brown	108.2	1.8						
				Grades fine grained								
20		5	50		95.0	3.4						3.9% Collapse @ 2000 psf

Bottom of borehole at 21.5 feet.

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PROJECT NAME Kachina Ridge

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PROJECT LOCATION Hurricane, Utah

Figure No. A-9

LANDMARK TEST HOLE - LANDMARK NEW.GDT - 11/2/21 09:06 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

TEST PIT NUMBER TP-1

DATE STARTED 10/1/21 **COMPLETED** 10/1/21 **EXCAVATION COMPANY** Redline **ELEVATION**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **EXCAVATION METHOD** CAT 306 Mini-ex

NOTES **AT TIME OF EXCAVATION** ---

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0			TOPSOIL, silty sand, loose, dry, fine to coarse grained, roots to 2.5 feet, brown								
			Caliche cemented sand, lightly to moderately cemented, dry, light brown to white								
			SILTY SAND (SM), medium dense to dense, dry, fine grained, light brown								
5			Grades with gypsum crystals, light brown to white		11.6			2	49	49	

Bottom of test pit at 8.5 feet.

TEST PIT NUMBER TP-2

DATE STARTED 10/1/21 **COMPLETED** 10/1/21 **EXCAVATION COMPANY** Redline **ELEVATION**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **EXCAVATION METHOD** CAT 306 Mini-ex

NOTES **AT TIME OF EXCAVATION** ---

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0			TOPSOIL, silty sand, medium dense, dry, fine to coarse grained, abundant cobbles and large rocks								
			SILTY SAND (SM), loose, dry, fine grained, roots, minor pinholes, light brown		3.4			2	50	48	
			Grades fine grained, loose, minor pinholes, light brown								
5			SILTY GRAVEL WITH SAND (GM), medium dense, dry, abundant gravl and cobbles, sparse boulders								

Refusal at 6 ft in limestone bedrock
Bottom of test pit at 6.0 feet.

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PROJECT NAME Kachina Ridge
CLIENT MRCI
PROJECT NUMBER 210793
PROJECT LOCATION Hurricane, Utah

Figure No. A-10

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 11/2/21 09:07 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

TEST PIT NUMBER TP-3

DATE STARTED 10/1/21 **COMPLETED** 10/1/21 **EXCAVATION COMPANY** Redline **ELEVATION** ---

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **EXCAVATION METHOD** CAT 306 Mini-ex

NOTES --- **AT TIME OF EXCAVATION** ---

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0			FILL: SILTY SAND (SM), loose, dry to slightly moist, fine to coarse grained, brown								
5			NATIVE: POORLY GRADED SAND (SP), loose, dry to slightly miost, light brown Grades with gypsum Grades with gravel up to 1 inch								

Bottom of test pit at 9.0 feet.

TEST PIT NUMBER TP-4

DATE STARTED 10/1/21 **COMPLETED** 10/1/21 **EXCAVATION COMPANY** Redline **ELEVATION** ---

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **EXCAVATION METHOD** CAT 306 Mini-ex

NOTES --- **AT TIME OF EXCAVATION** ---

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS: LIQUID LIMIT	ATTERBERG LIMITS: PLASTICITY INDEX	MECHANICAL GRADATION: GRAVEL (%)	MECHANICAL GRADATION: SAND (%)	MECHANICAL GRADATION: FINES (%)	Other Tests
0			FILL: SILTY SAND (SM), loose to medium dense, dry, medium to coarse grained, light brown								

Stopped at 2 feet at underground utilities

Bottom of test pit at 2.0 feet.

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PROJECT NAME Kachina Ridge

CLIENT MRCI

PROJECT NUMBER 210793

PROJECT LOCATION Hurricane, Utah

Figure No. A-11

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 11/2/21 09:07 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

TEST PIT NUMBER TP-5

DATE STARTED 10/1/21 **COMPLETED** 10/1/21 **EXCAVATION COMPANY** Redline **ELEVATION**

LOGGED BY Dave Baldazzi **CHECKED BY** Kent Nelson **EXCAVATION METHOD** CAT 306 Mini-ex

NOTES **AT TIME OF EXCAVATION** ---

DEPTH (ft)	GRAPHIC LOG	SAMPLE TYPE NUMBER	MATERIAL DESCRIPTION	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS		MECHANICAL GRADATION			Other Tests
						LIQUID LIMIT	PLASTICITY INDEX	GRAVEL (%)	SAND (%)	FINES (%)	
0			TOPSOIL (SM), SILTY SAND WITH GRAVEL (SM), loose, dry, fine to coarse grained, minor roots, light brown								
			SILTY SAND (SM), medium dense, dry, fine grained, minor pinholes, ligjht brown								
			CALICHE, lightly to moderately well cemented, abundant pinholes, light brown to white								
			Refusal at 2.5 feet in basalt bedrock Bottom of test pit at 2.5 feet.								

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PROJECT NAME Kachina Ridge

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PROJECT NUMBER 210793

PROJECT LOCATION Hurricane, Utah

Figure No. A-12

LANDMARK 2 TEST PITS - LANDMARK NEW.GDT - 11/2/21 09:07 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

UNIFIED SOIL CLASSIFICATION SYSTEM

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

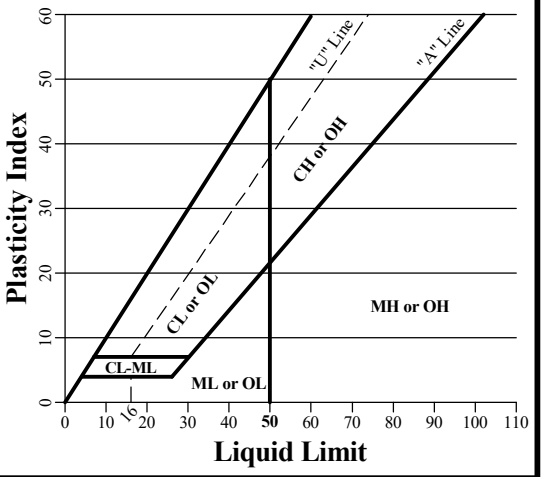
GRAIN SIZE CHART

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

SAMPLES

- Relatively Undisturbed Sample
- Block Sample
- Bag Sample
- Auger Cuttings
- B — Bucket Sample
- Core
- No Recovery

PLASTICITY CURVE



LANDMARK TESTING & ENGINEERING

Landmark Testing & Engineering
795 East Factory Drive
St. George, UT 84790
Telephone: 435-986-0566
Fax: 435-986-0568

PROJECT NAME Kachina Ridge

CLIENT MRCI

PROJECT NUMBER 210793

PROJECT LOCATION Hurricane, Utah

Figure No. A-13

USCS SUMMARY - LANDMARK NEW.GDT - 11/2/21 09:07 - P:\PROJECTS\21 PROJECTS\210793 KACHINA RIDGE\GEOTECH\LOGS.GPJ

LANDMARK TESTING & ENGINEERING

SUMMARY OF LABORATORY TEST RESULTS

Client: MCRI
782 South River Road # 289
St. George, Utah 84790

Date of Report: 10/29/2021

Project: Kachina Ridge

Project #: 210793

Location: Hurricane, Utah

Test Pit / Boring Number	Depth Below Ground Surface (ft)	Blowcount	Moisture Content (%)*	In-Place Dry Desnity (pcf)	Mechanical Gradation			Atterberg Limits		Swell-Consolidation Swell/Collapse @ Wetting Load (S/C @ psf)	Modified Proctor / CBR			Percent Finer Than 0.02 mm (%)	Sooluble Sulfate Content (%)	USCS Group Symbol
					Gravel (%)	Sand (%)	Fines (%)	Liquid Limit	Plasticity Index		Maximum Dry Density (pcf)	Optimum Moisture Content (%)	CBR			
B-1	2.5	50+	3.0		8	32	60									ML
	5.0	46														
	10.0	73	4.9	106.2												
	15.0	48														
	19.0	50														
B-2	2.5	7														
	5.0	9													3.39	
	10.0	40														
	15.0	67	6.6		0	10	90	NP	NP							ML
	20.0	100	7.2	99.5												
B-3	2.5	63	3.5	99.5												
	5.0	49	5.2		18	41	41									SM
	10.0	52	5.5	99.2						0.7% C @ 1000						
	15.0	31														
	20.0	31														
B-4	2.5	28	5.5	74.7												
	5.0	29														
	10.0	40	1.0		0	91	9									SP-SM
	11.0	40	9.0	103.8						0.2% S @ 1000						Mudstone
	14.0	50+														
B-5	2.5	26	2.9		0	14	86									ML
	5.0	15														
	10.0	32	5.6	95.5												
	15.0	33	3.8		0	29	71	NP	NP							ML
	20.0	50+	8.5	106.4	1	6	93			2.1% S @ 1000						Mudstone
B-6	2.5	22	1.5	97.2												
	5.0	13	4.6		3	60	37									SM
	10.0	41	3.4		1	59	40									SM
	15.0	50+														
B-7	2.5	50+														
	5.0	91	7.7		10	27	63									ML
	10.0	50+	4.8		18	35	47									SM
	15.0	50+	1.8	108.2												
	20.0	50	3.4	95.0						3.9% C @ 2000						
TP-1	6.0	12			2	49	49									SM
Tp-2	2.5	3			2	50	48									SM

FIGURE A-14

Appendix B

LANDMARK TESTING & ENGINEERING

CONSOLIDATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/25/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4944

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: SM **Tested By:** J. Bracken **Date:** 10/18/2021
Location of Sample: Boring 3 at 10.5' **Authorized By:** Client **Date:** 9/30/2021

COLLAPSE/SWELL CURVE

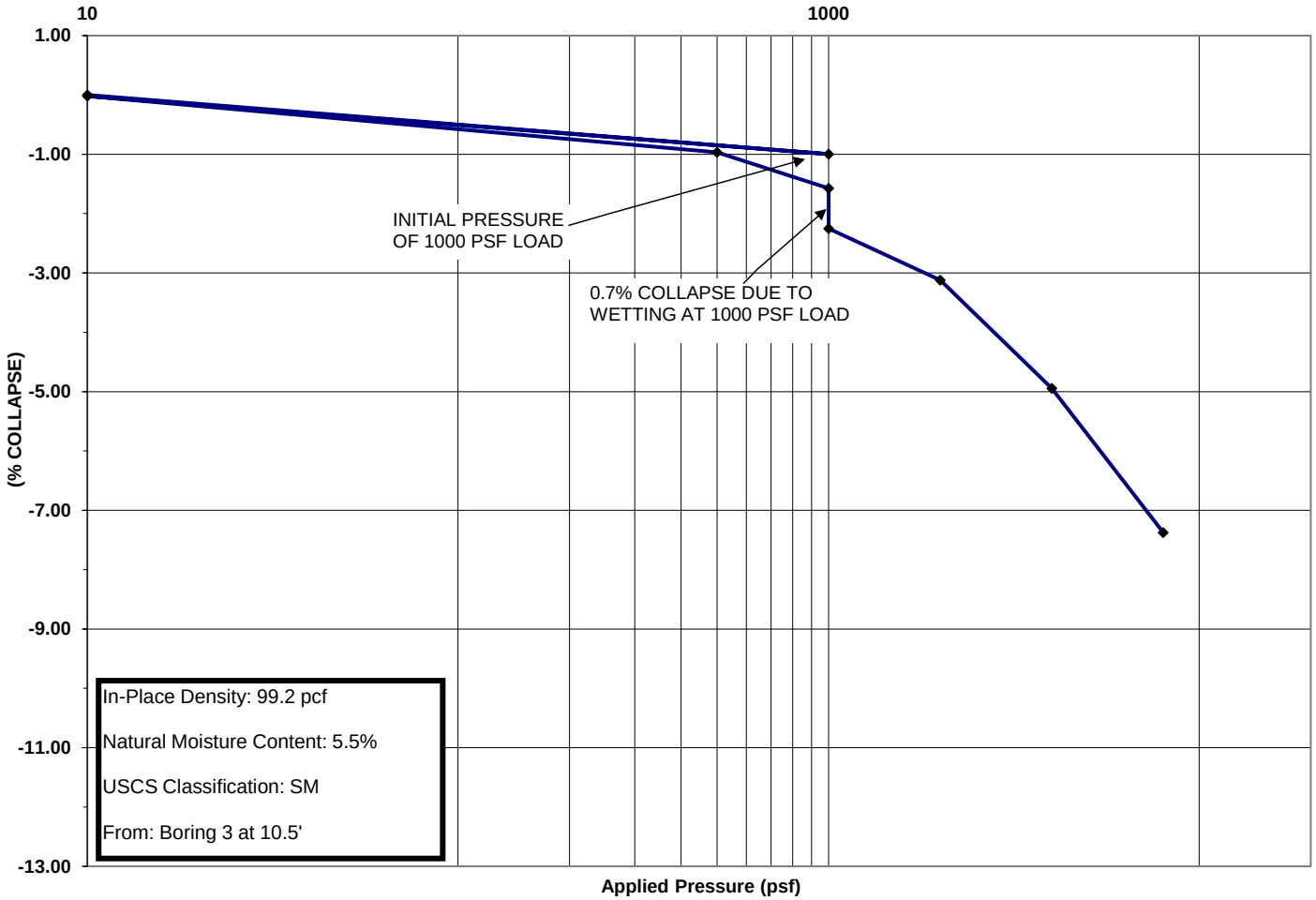


Figure B-1

LANDMARK TESTING & ENGINEERING

CONSOLIDATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/27/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4942

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: CL **Tested By:** J. Bracken **Date:** 10/20/2021
Location of Sample: Boring 4 at 11-11.5' **Authorized By:** Client **Date:** 9/30/2021

COLLAPSE/SWELL CURVE

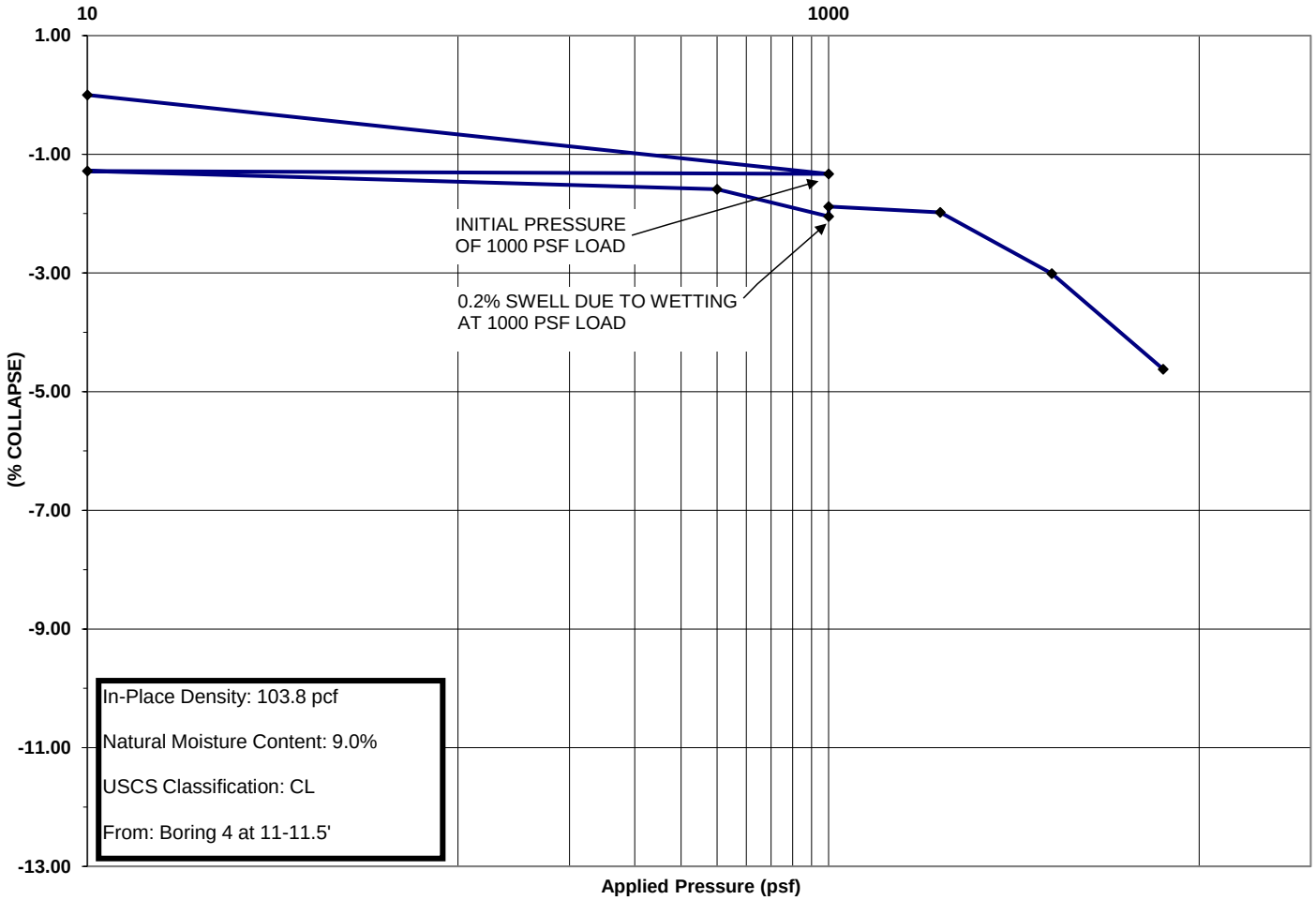


Figure B-2

LANDMARK TESTING & ENGINEERING

CONSOLIDATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/26/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4946

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** K. Nelson **Date:** 9/30/2021
Type of Sample: CL **Tested By:** J. Bracken **Date:** 10/19/2021
Location of Sample: Boring 5 at 21-21.5' **Authorized By:** Client **Date:** 9/30/2021

COLLAPSE/SWELL CURVE

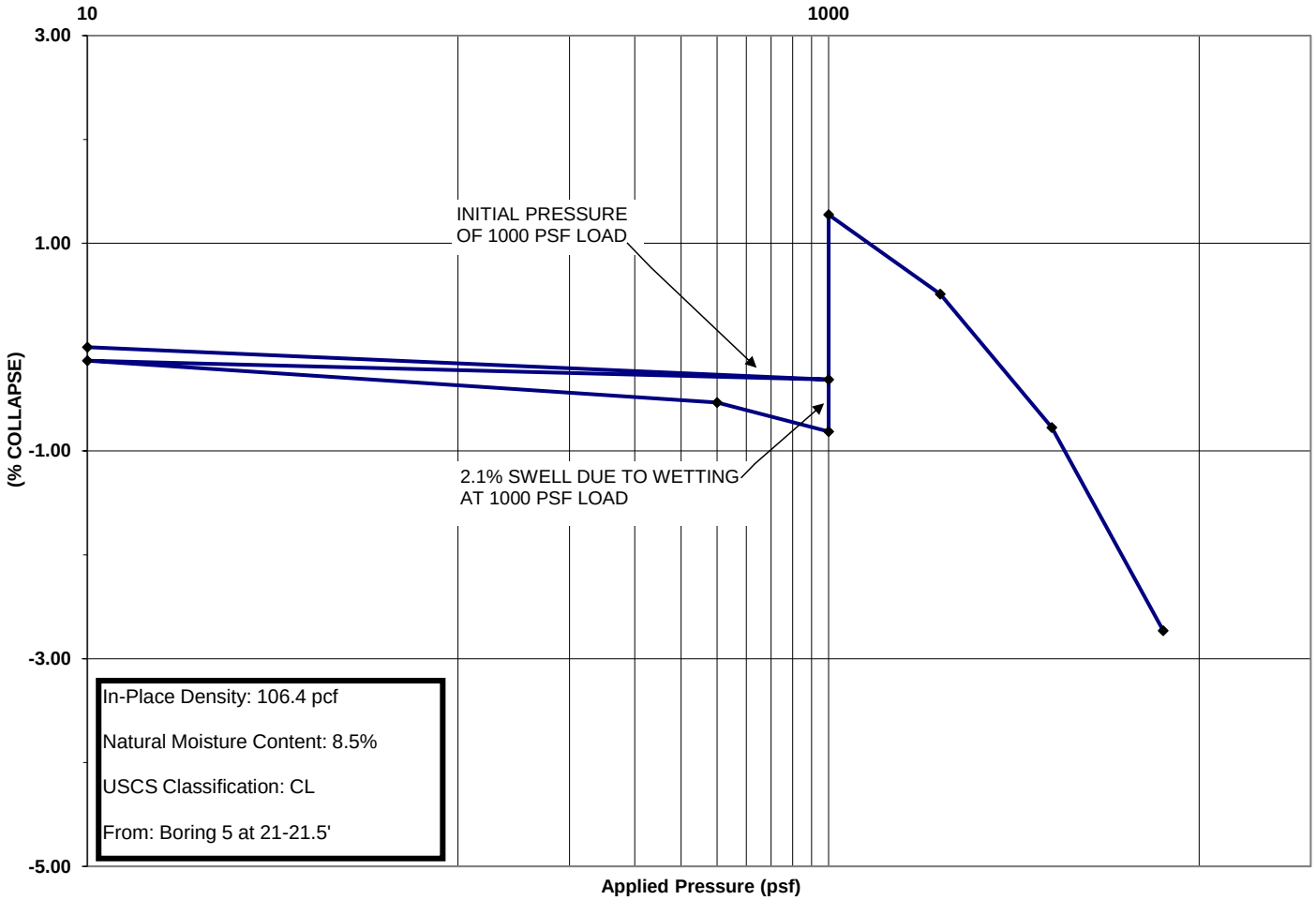


Figure B-3

LANDMARK TESTING & ENGINEERING

CONSOLIDATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/26/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4936

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** K. Nelson **Date:** 9/30/2021
Type of Sample: SM **Tested By:** J. Bracken **Date:** 10/19/2021
Location of Sample: Boring 7 at 21' **Authorized By:** Client **Date:** 9/30/2021

COLLAPSE/SWELL CURVE

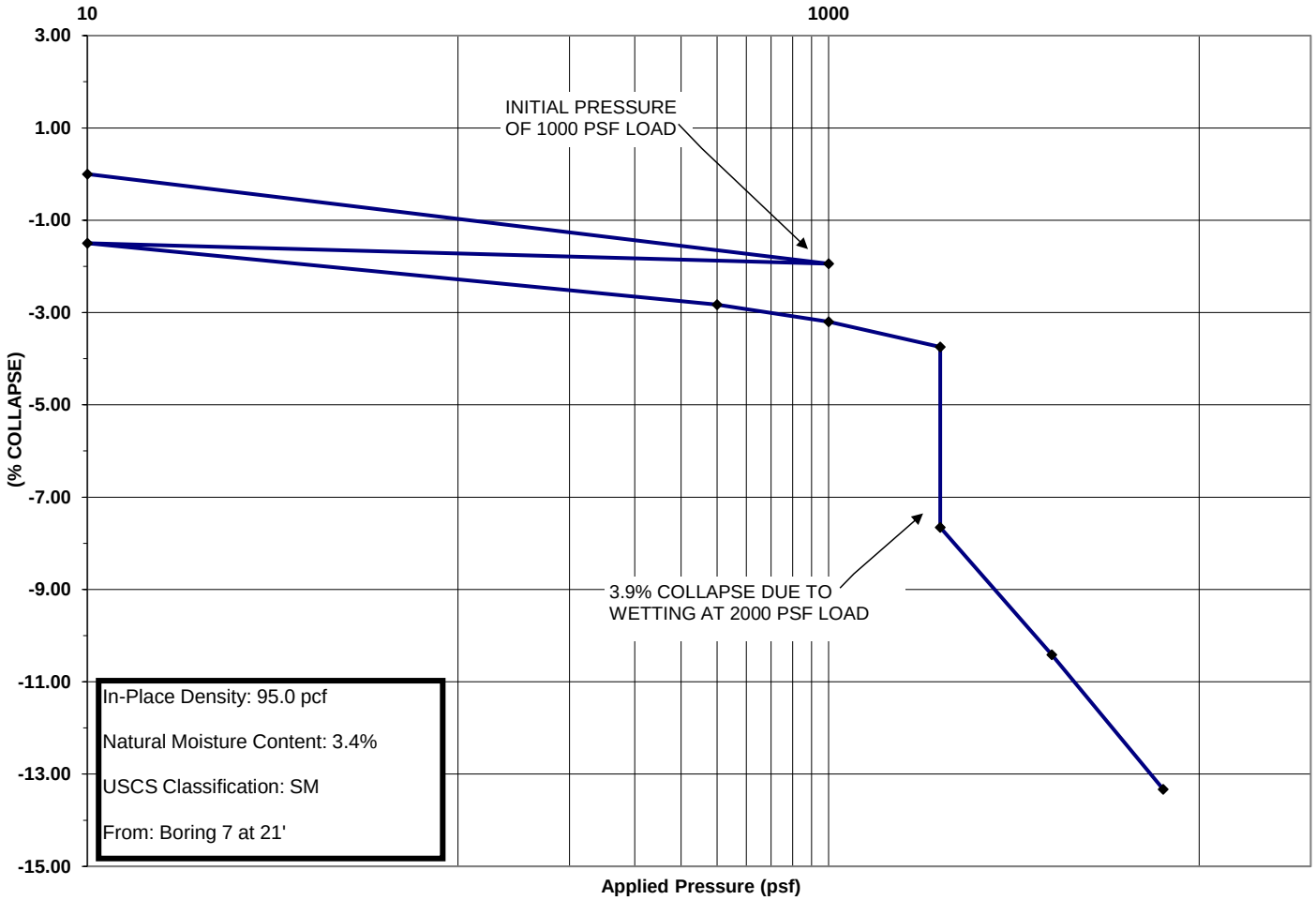


Figure B-4

LANDMARK TESTING & ENGINEERING

UNIT WEIGHT REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Tested By: N. Deschamps **Date:** 10/13/2021

Location of Sample:	Boring 1 at 11'			**Lab #:**	21SG4935
Mass of Sleeve & Wet Soil, g:	1062.0	Mass of tare & wet soil:	922.2	Wet Density, pcf:	111.4
Mass of Sleeve, g:	258.2	Mass of tare & dry soil:	884.9	Dry Density, pcf:	106.2
Diameter of Sleeve, Inch:	2.421	Mass of tare:	125.61	% Moisture:	4.9
Length of Sleeve, inch:	5.972				

Location of Sample:	Boring 2 at 21'			**Lab #:**	21SG4939
Mass of Sleeve & Wet Soil, g:	1018.63	Mass of tare & wet soil:	1283.9	Wet Density, pcf:	106.6
Mass of Sleeve, g:	247.9	Mass of tare & dry soil:	1232.5	Dry Density, pcf:	99.5
Diameter of Sleeve, Inch:	2.420	Mass of tare:	515.32	% Moisture:	7.2
Length of Sleeve, inch:	5.989				

Location of Sample:	Boring 3 at 3.5'			**Lab #:**	21SG4940
Mass of Sleeve & Wet Soil, g:	967.17	Mass of tare & wet soil:	1261.01	Wet Density, pcf:	103.2
Mass of Sleeve, g:	218.83	Mass of tare & dry soil:	1233.9	Dry Density, pcf:	99.5
Diameter of Sleeve, Inch:	2.421	Mass of tare:	513.1	% Moisture:	3.8
Length of Sleeve, inch:	5.999				

Location of Sample:	Boring 4 at 3'			**Lab #:**	21SG4943
Mass of Sleeve & Wet Soil, g:	834.67	Mass of tare & wet soil:	697.03	Wet Density, pcf:	78.8
Mass of Sleeve, g:	265.35	Mass of tare & dry soil:	667.5	Dry Density, pcf:	74.7
Diameter of Sleeve, Inch:	2.422	Mass of tare:	127.8	% Moisture:	5.5
Length of Sleeve, inch:	5.972				

Location of Sample:	Boring 5 at 11'			**Lab #:**	21SG4947
Mass of Sleeve & Wet Soil, g:	990.5	Mass of tare & wet soil:	1256.1	Wet Density, pcf:	100.8
Mass of Sleeve, g:	258.3	Mass of tare & dry soil:	1217	Dry Density, pcf:	95.5
Diameter of Sleeve, Inch:	2.421	Mass of tare:	513.67	% Moisture:	5.6
Length of Sleeve, inch:	6.012				

Figure B-5

LANDMARK TESTING & ENGINEERING

UNIT WEIGHT REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Tested By: N. Deschamps **Date:** 10/13/2021

Location of Sample:	Boring 6 at 4'			**Lab #:**	21SG4950
Mass of Sleeve & Wet Soil, g:	970.8	Mass of tare & wet soil:	1224.6	Wet Density, pcf:	98.7
Mass of Sleeve, g:	257.6	Mass of tare & dry soil:	1214.1	Dry Density, pcf:	97.2
Diameter of Sleeve, Inch:	2.420	Mass of tare:	511.4	% Moisture:	1.5
Length of Sleeve, inch:	5.987				

Location of Sample:	Boring 7 at 15.5'			**Lab #:**	21SG4955
Mass of Sleeve & Wet Soil, g:	1014.23	Mass of tare & wet soil:	877.44	Wet Density, pcf:	110.1
Mass of Sleeve, g:	256.4	Mass of tare & dry soil:	864.4	Dry Density, pcf:	108.2
Diameter of Sleeve, Inch:	2.421	Mass of tare:	119.91	% Moisture:	1.8
Length of Sleeve, inch:	5.696				

Location of Sample:				**Lab #:**	
Mass of Sleeve & Wet Soil, g:		Mass of tare & wet soil:		Wet Density, pcf:	
Mass of Sleeve, g:		Mass of tare & dry soil:		Dry Density, pcf:	
Diameter of Sleeve, Inch:		Mass of tare:		% Moisture:	
Length of Sleeve, inch:					

Location of Sample:				**Lab #:**	
Mass of Sleeve & Wet Soil, g:		Mass of tare & wet soil:		Wet Density, pcf:	
Mass of Sleeve, g:		Mass of tare & dry soil:		Dry Density, pcf:	
Diameter of Sleeve, Inch:		Mass of tare:		% Moisture:	
Length of Sleeve, inch:					

Location of Sample:				**Lab #:**	
Mass of Sleeve & Wet Soil, g:		Mass of tare & wet soil:		Wet Density, pcf:	
Mass of Sleeve, g:		Mass of tare & dry soil:		Dry Density, pcf:	
Diameter of Sleeve, Inch:		Mass of tare:		% Moisture:	
Length of Sleeve, inch:					

Figure B-6

LANDMARK TESTING & ENGINEERING

WATER-SOLUBLE SULFATE IN SOIL

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4937

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Silty Sand **Tested By:** N. Deschamps **Date:** 10/15/2021
Location of Sample: Boring 2 at 6' **Authorized By:** Client **Date:** 9/30/2021

Test	Result %	Exposure Class	Test Standard
Percent Water-Soluble Sulfate in Soil	3.39	S3	ASTM C1580

Figure B-7

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4938

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Silt **Tested By:** N. Deschamps **Date:** 10/14/2021
Location of Sample: Boring 2 at 16' **Authorized By:** Client **Date:** 9/30/2021

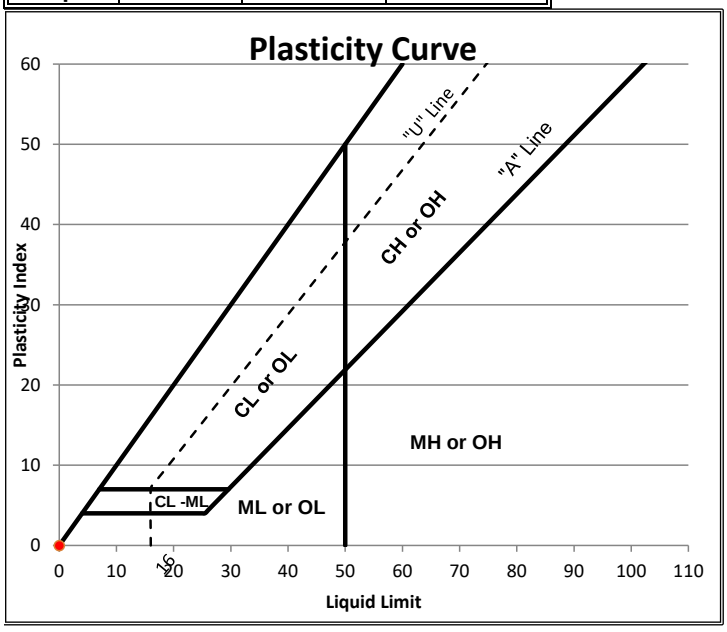
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"		
4.75 mm	#4	100	
2.00 mm	#10	100	
1.18 mm	#16	100	
425 µm	#40	99	
300 µm	#50	99	
75 µm	#200	89.6	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	6.6		ASTM D 2216
Liquid Limit	NP		ASTM D 4318
Plasticity Index	NP		ASTM D 4318
Unified Classification System	ML		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	0.0	10.4	89.6

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



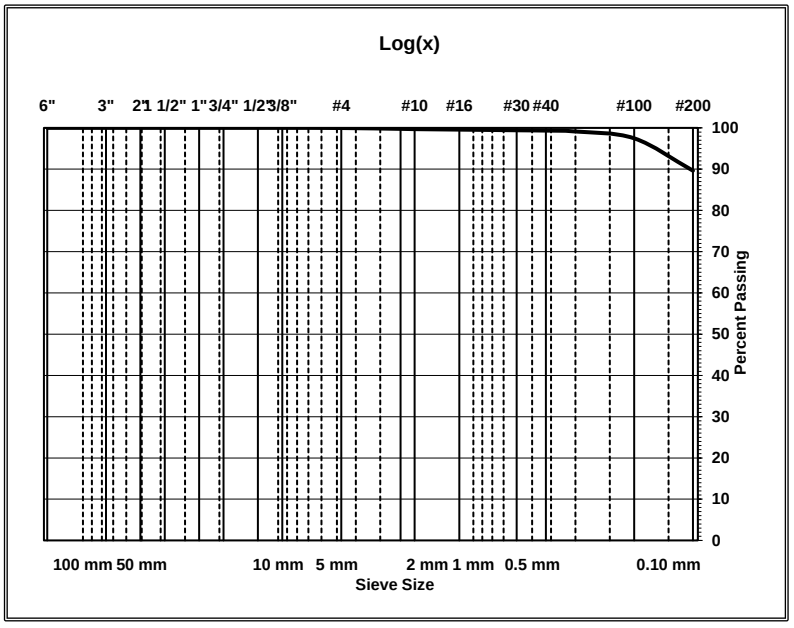


Figure B-8

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4948

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Silt with Sand **Tested By:** N. Deschamps **Date:** 10/14/2021
Location of Sample: Boring 5 at 15.5' **Authorized By:** Client **Date:** 9/30/2021

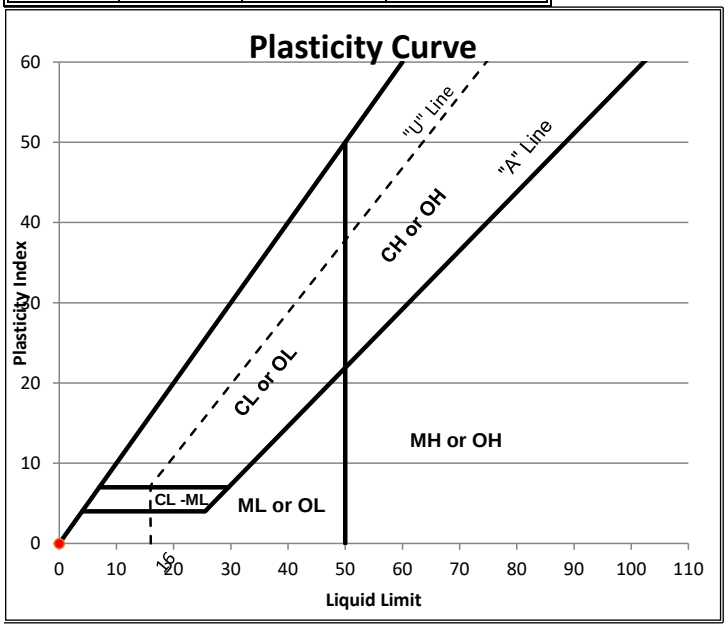
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"		
4.75 mm	#4		
2.00 mm	#10	100	
1.18 mm	#16	100	
425 µm	#40	100	
300 µm	#50	100	
75 µm	#200	71.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.8		ASTM D 2216
Liquid Limit	NP		ASTM D 4318
Plasticity Index	NP		ASTM D 4318
Unified Classification System	ML		ASTM D 2487
AASHTO Classification System	A-4(0)		AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	0.0	28.6	71.4

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



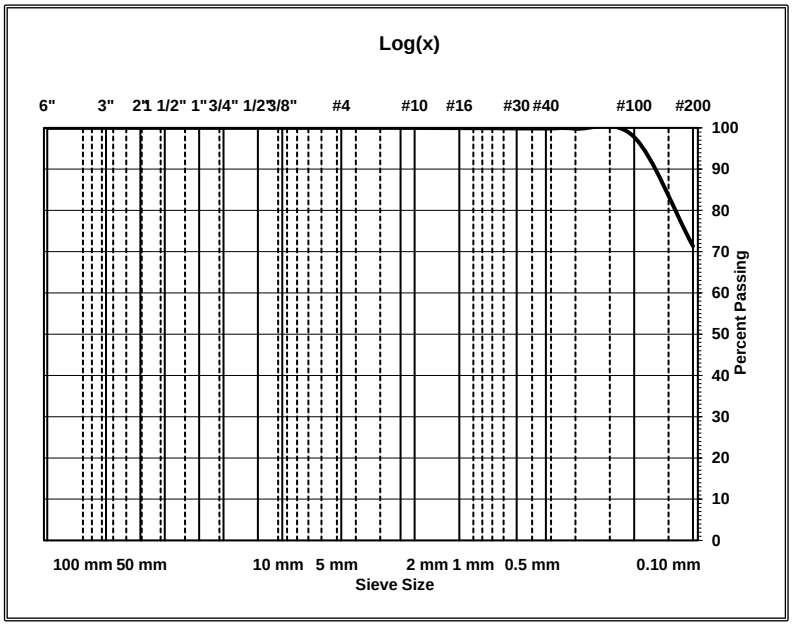


Figure B-9

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/18/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4934

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Sandy Silt **Tested By:** N. Deschamps **Date:** 10/13/2021
Location of Sample: Boring 1 at 3' **Authorized By:** Client **Date:** 9/30/2021

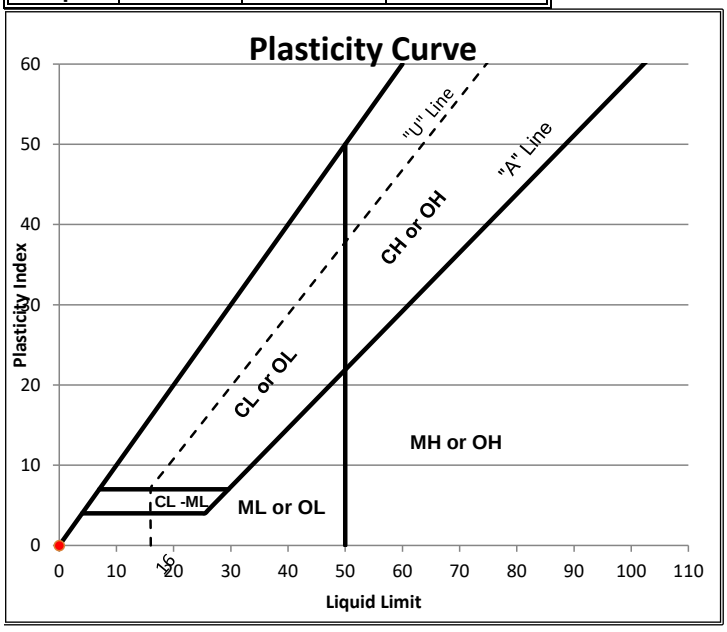
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"	100	
12.5 mm	1/2"	99	
9.5 mm	3/8"	98	
4.75 mm	#4	92	
2.00 mm	#10	87	
1.18 mm	#16	84	
425 µm	#40	80	
300 µm	#50	79	
75 µm	#200	59.9	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.0		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	8.0	32.1	59.9

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



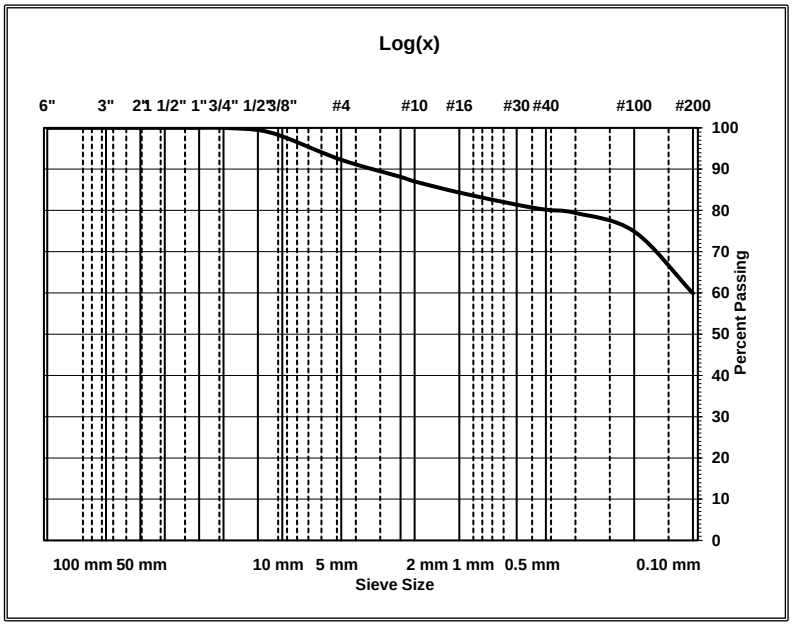


Figure B-10

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/18/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4941

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Silty Sand with Gravel **Tested By:** N. Deschamps **Date:** 10/13/2021
Location of Sample: Boring 3 at 6' **Authorized By:** Client **Date:** 9/30/2021

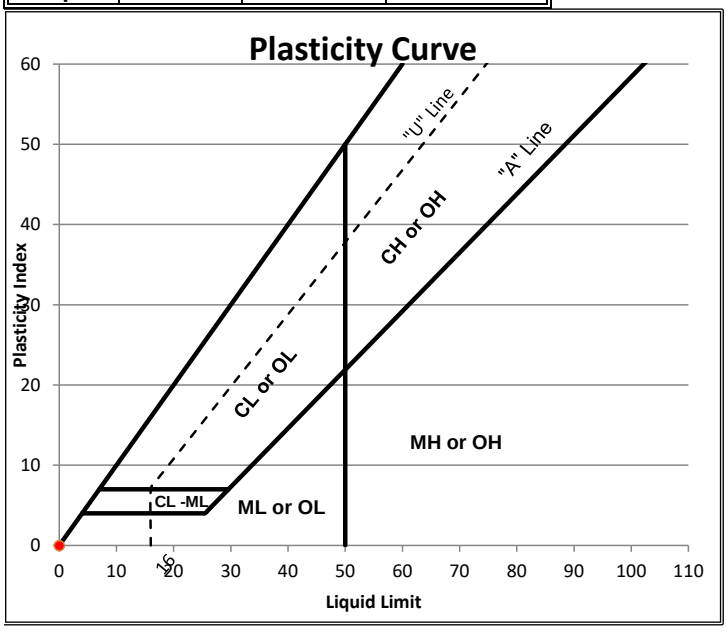
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"	100	
19 mm	3/4"	93	
12.5 mm	1/2"	91	
9.5 mm	3/8"	88	
4.75 mm	#4	82	
2.00 mm	#10	76	
1.18 mm	#16	73	
425 µm	#40	60	
300 µm	#50	56	
75 µm	#200	40.8	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	5.2		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	18.0	41.2	40.8

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



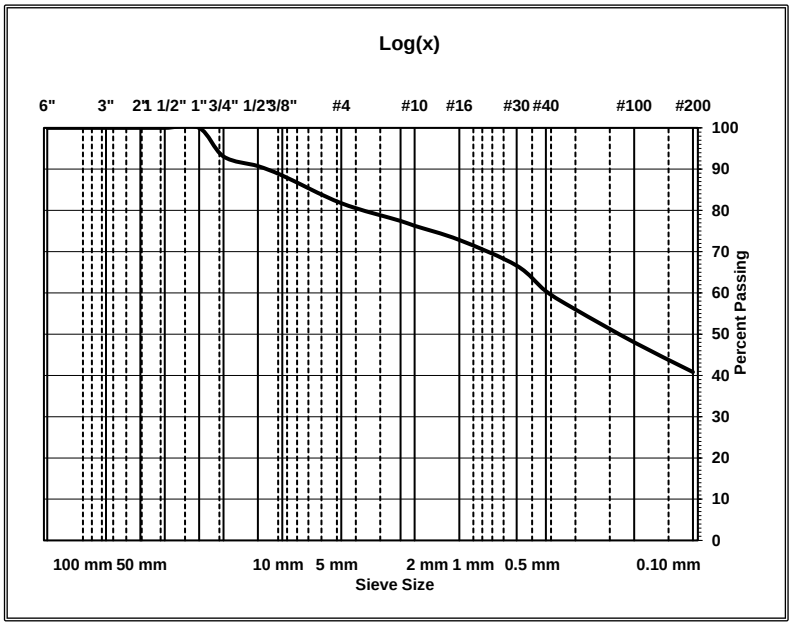


Figure B-11

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/18/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4945

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Poorly Graded Sand with Silt **Tested By:** N. Deschamps **Date:** 10/13/2021
Location of Sample: Boring 4 at 10.5' **Authorized By:** Client **Date:** 9/30/2021

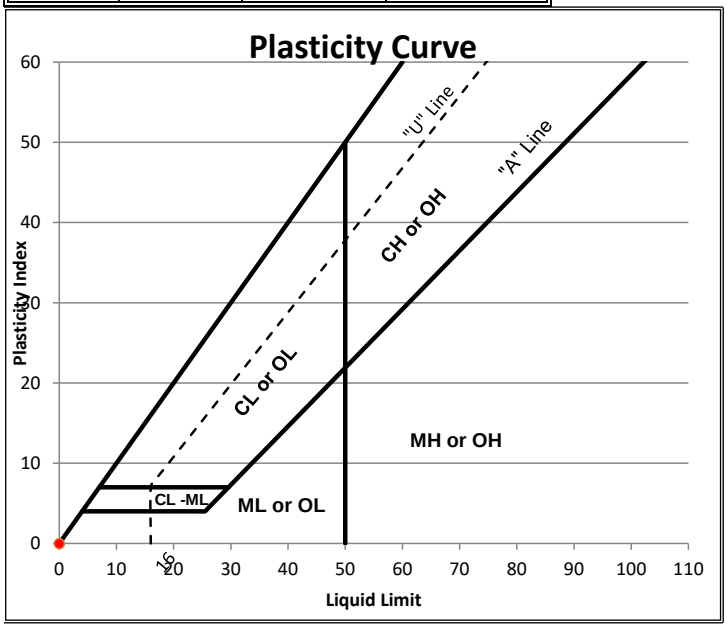
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"		
4.75 mm	#4	100	
2.00 mm	#10	100	
1.18 mm	#16	99	
425 µm	#40	99	
300 µm	#50	99	
75 µm	#200	9.2	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	1.0		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	0.0	90.8	9.2

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C
0.1455	0.1039	0.0762	1.910	0.974



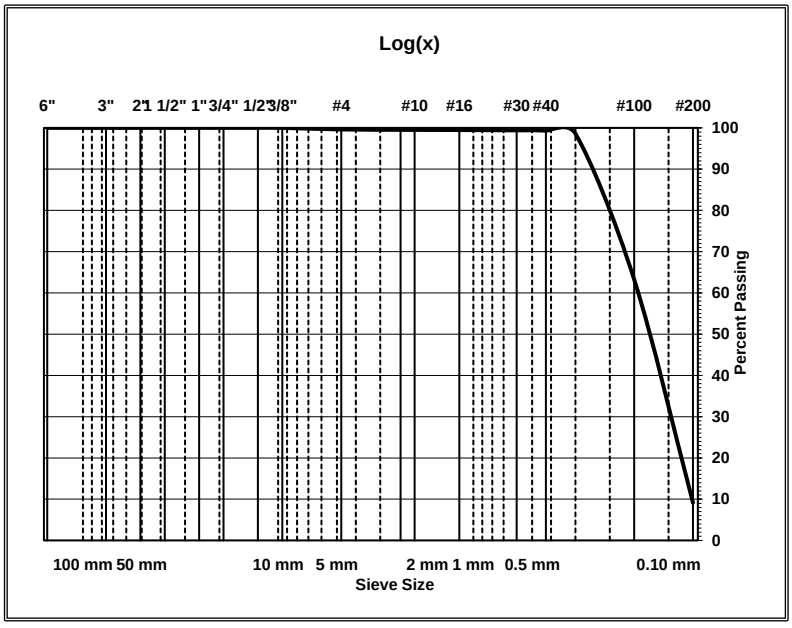


Figure B-12

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4949

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Silt **Tested By:** N. Deschamps **Date:** 10/14/2021
Location of Sample: Boring 5 at 20.5' **Authorized By:** Client **Date:** 9/30/2021

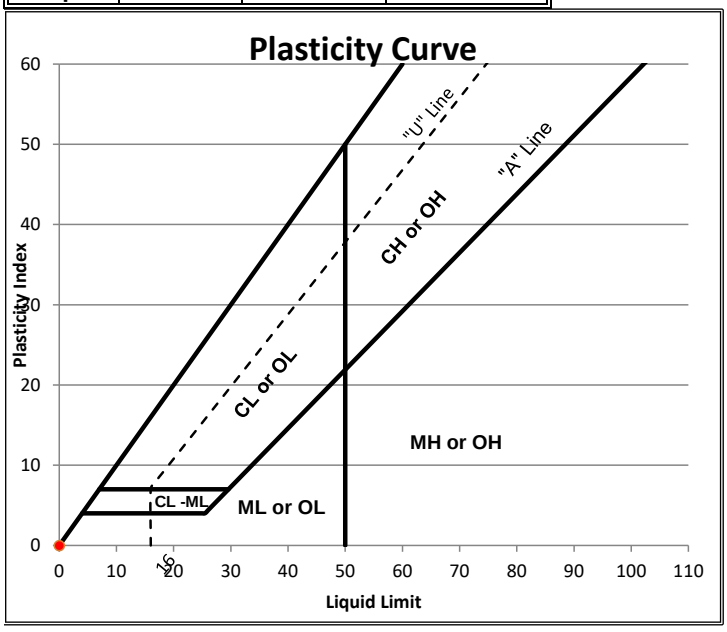
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"	100	
4.75 mm	#4	99	
2.00 mm	#10	98	
1.18 mm	#16	98	
425 µm	#40	97	
300 µm	#50	97	
75 µm	#200	93.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	7.3		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	1.0	5.6	93.4

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



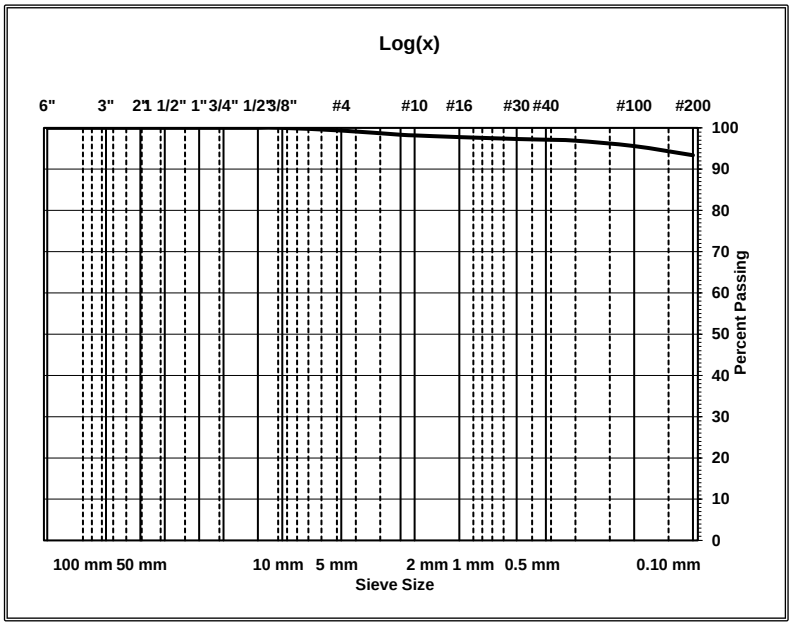


Figure B-13

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/18/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4951

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Tan Silty Sand **Tested By:** N. Deschamps **Date:** 10/13/2021
Location of Sample: Boring 6 at 6' **Authorized By:** Client **Date:** 9/30/2021

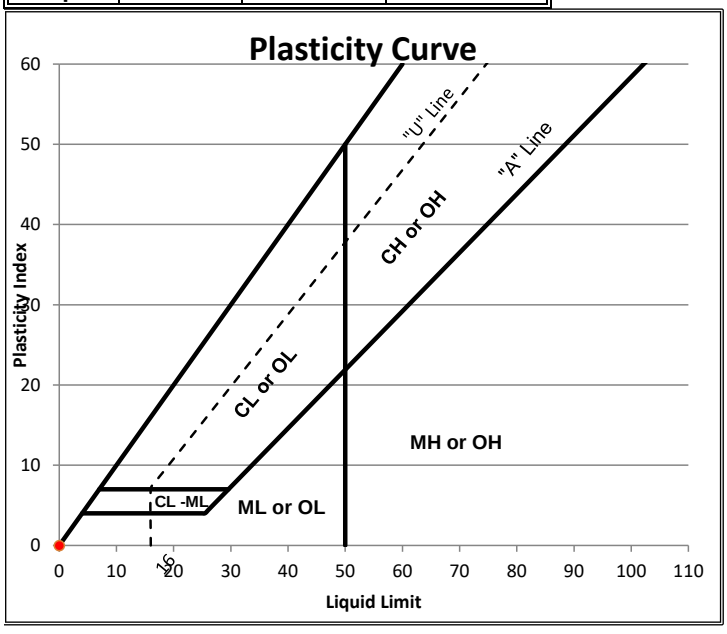
Sieve Analysis , ASTM C136 and C117

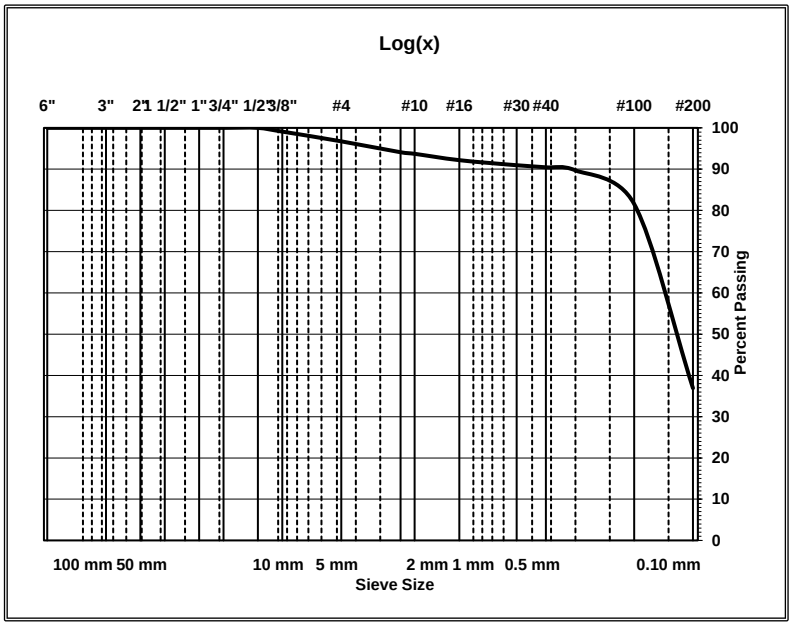
Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"	100	
9.5 mm	3/8"	99	
4.75 mm	#4	97	
2.00 mm	#10	94	
1.18 mm	#16	92	
425 µm	#40	90	
300 µm	#50	90	
75 µm	#200	36.9	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	4.6		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	3.0	60.1	36.9

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C





Figuire B-14

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/26/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4952

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Brown Silty Sand **Tested By:** J. Bracken **Date:** 10/20/2021
Location of Sample: Boring 6 at 10.5' **Authorized By:** Client **Date:** 9/30/2021

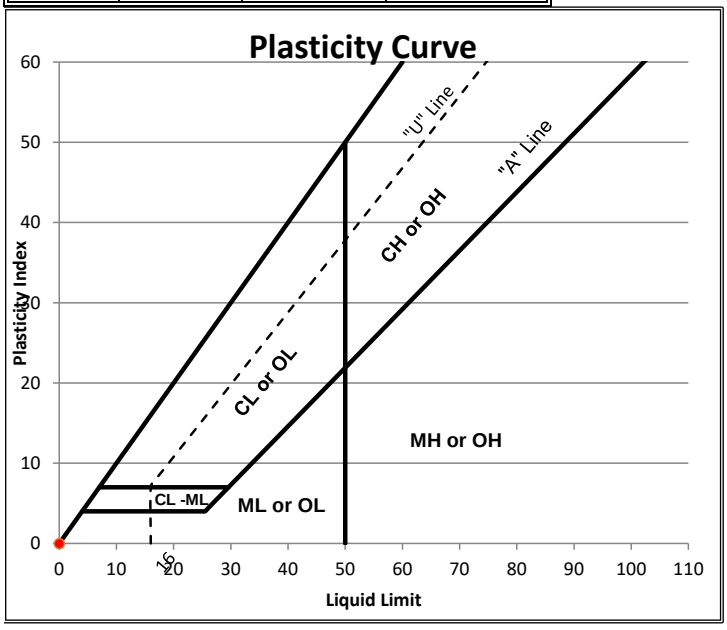
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"	100	
9.5 mm	3/8"	99	
4.75 mm	#4	99	
2.00 mm	#10	98	
1.18 mm	#16	98	
425 µm	#40	97	
300 µm	#50	95	
75 µm	#200	40.0	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.4		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	1.0	59.0	40.0

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



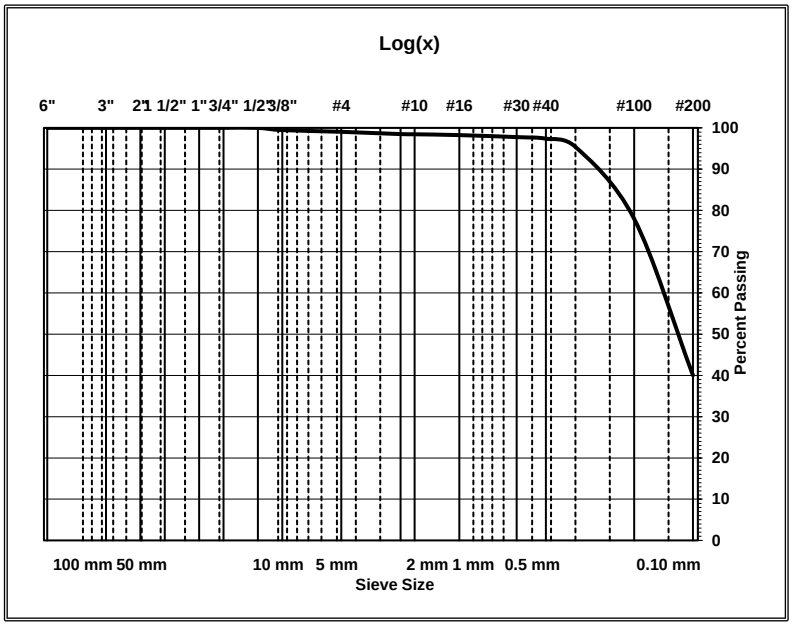


Figure B-15

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/26/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4953

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Brown Sandy Silt **Tested By:** J. Bracken **Date:** 10/20/2021
Location of Sample: Boring 7 at 6' **Authorized By:** Client **Date:** 9/30/2021

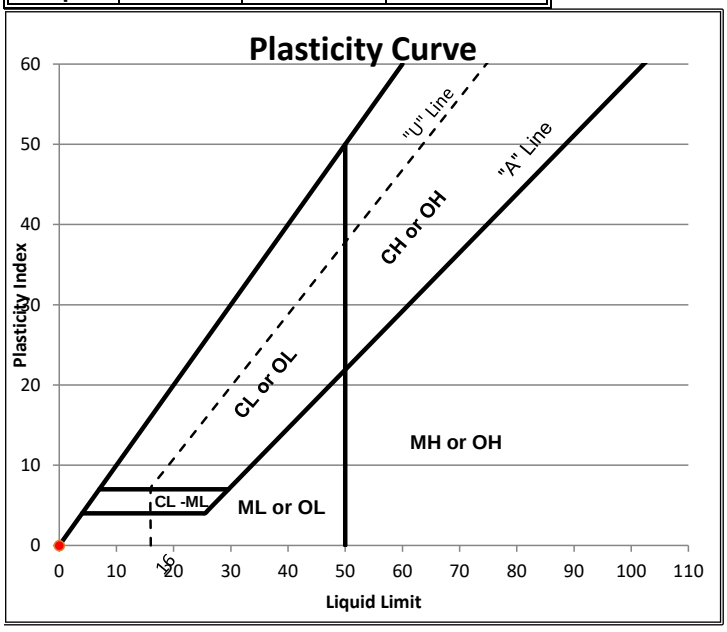
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"	100	
19 mm	3/4"	98	
12.5 mm	1/2"	95	
9.5 mm	3/8"	95	
4.75 mm	#4	90	
2.00 mm	#10	87	
1.18 mm	#16	86	
425 µm	#40	82	
300 µm	#50	81	
75 µm	#200	63.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	7.7		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	10.0	26.6	63.4

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



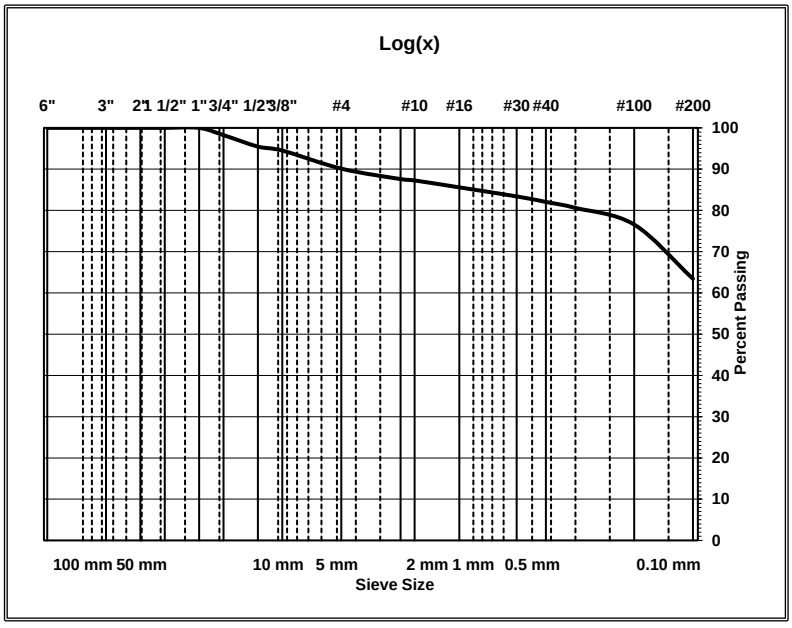


Figure B-16

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4954

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Brown Silty Sand with Gravel **Tested By:** N. Deschamps **Date:** 10/14/2021
Location of Sample: Boring 7 at 10' **Authorized By:** Client **Date:** 9/30/2021

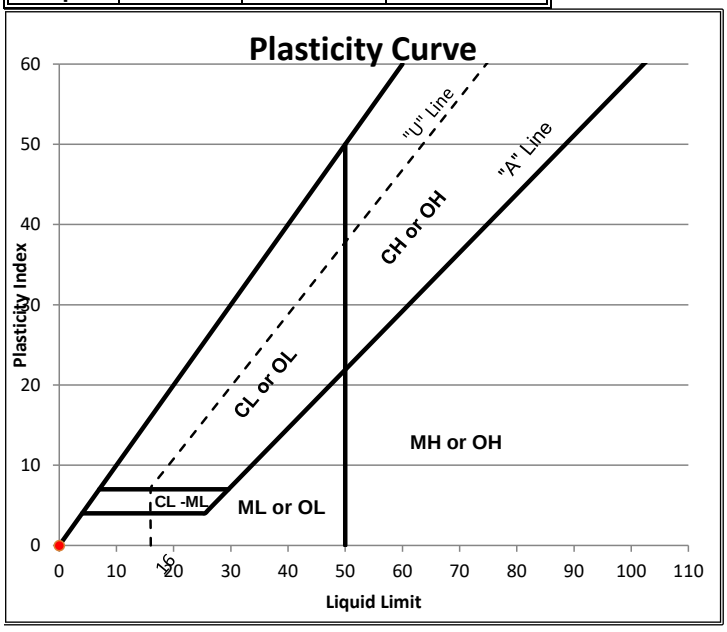
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"	100	
25 mm	1"	94	
19 mm	3/4"	94	
12.5 mm	1/2"	91	
9.5 mm	3/8"	88	
4.75 mm	#4	82	
2.00 mm	#10	77	
1.18 mm	#16	75	
425 µm	#40	72	
300 µm	#50	71	
75 µm	#200	46.9	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	4.8		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	18.0	35.1	46.9

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



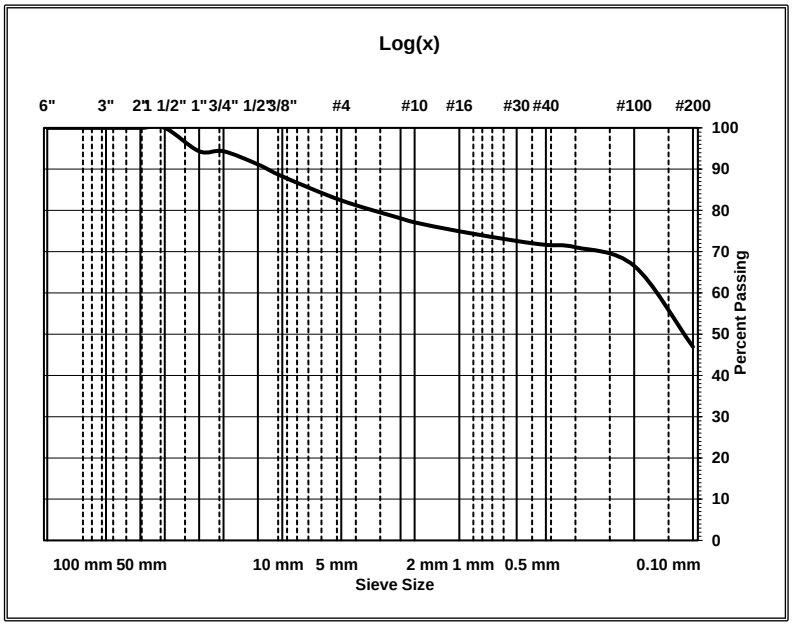


Figure B-17

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/18/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4956

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Light Brown Silty Sand **Tested By:** N. Klingonsmith **Date:** 10/13/2021
Location of Sample: Test Pit 1 at 6' **Authorized By:** Client **Date:** 9/30/2021

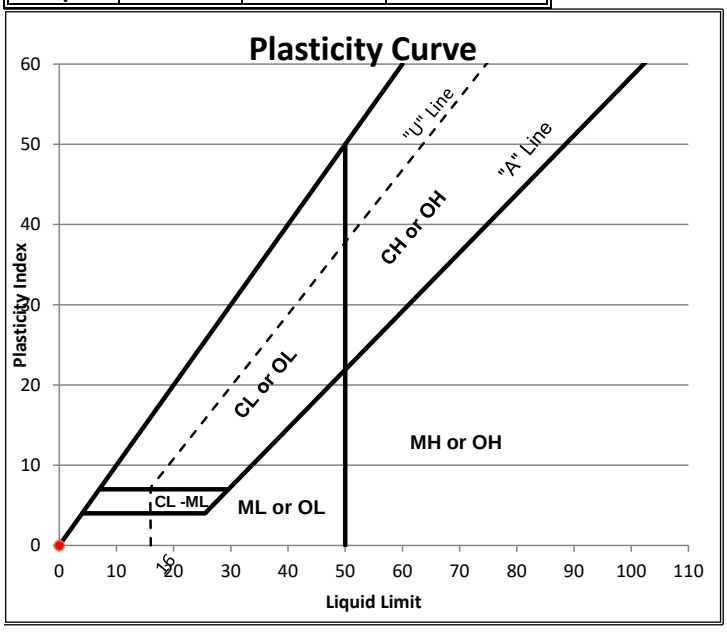
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"	100	
4.75 mm	#4	98	
2.00 mm	#10	93	
1.18 mm	#16	91	
425 µm	#40	83	
300 µm	#50	76	
75 µm	#200	49.5	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	11.6		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	2.0	48.5	49.5

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



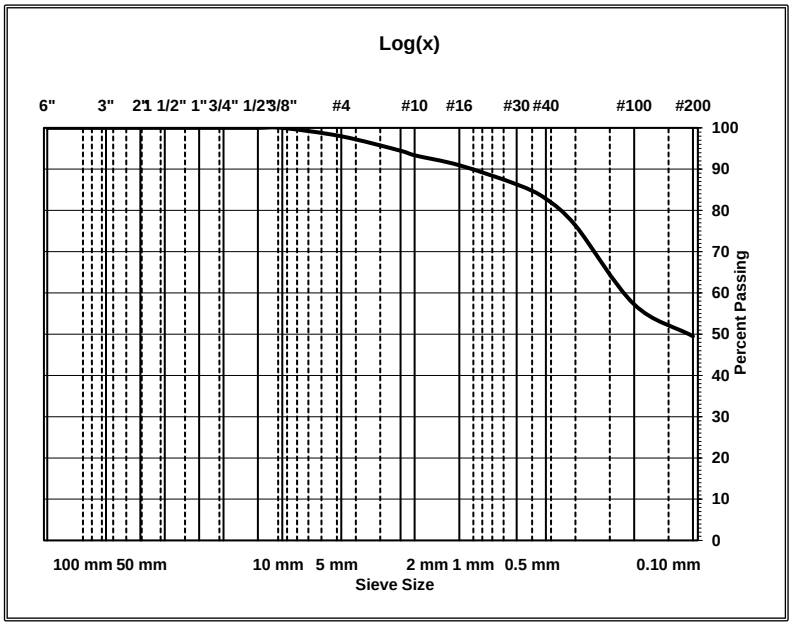


Figure B-18

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/15/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4957

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Light Brown Silty Sand **Tested By:** N. Klingonsmith **Date:** 10/13/2021
Location of Sample: Test Pit 2 at 2.5' **Authorized By:** Client **Date:** 9/30/2021

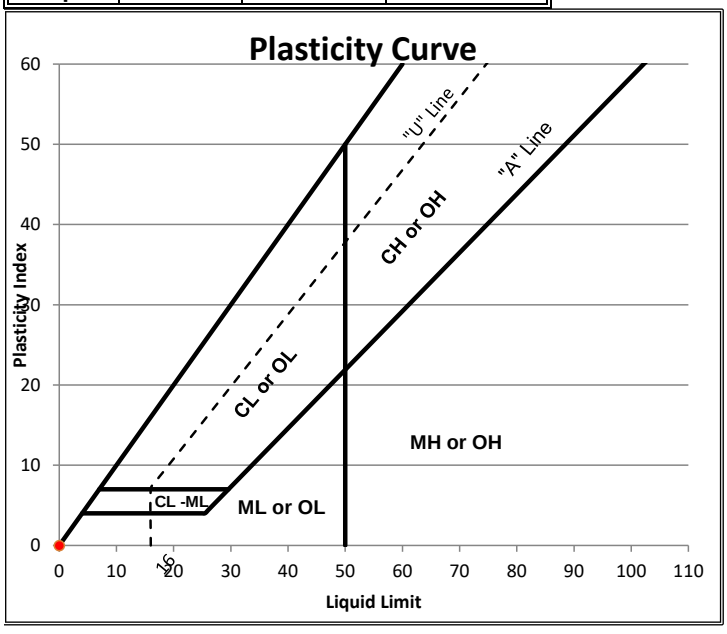
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"	100	
4.75 mm	#4	98	
2.00 mm	#10	97	
1.18 mm	#16	96	
425 µm	#40	93	
300 µm	#50	91	
75 µm	#200	48.4	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	3.4		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	2.0	49.6	48.4

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



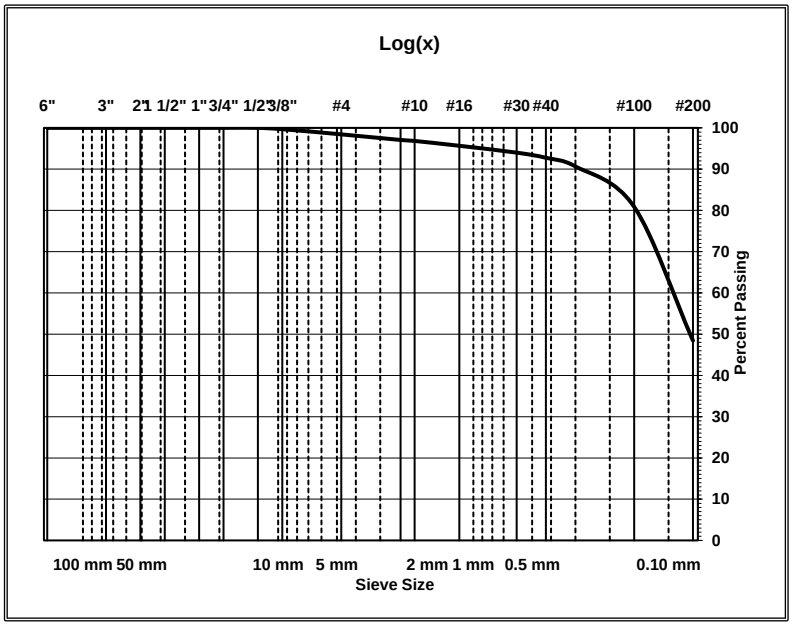


Figure B-19

SOIL CLASSIFICATION REPORT

Client: MRCI
782 S River Road #289
St George, UT 84790

Date of Report: 10/18/2021
Reviewed By: Z. Girsberger
Lab#: 21SG4958

Project: Kachina Ridge **Project #:** 210793
Location: Hurricane **Sampled By:** D. Baldazzi **Date:** 9/30/2021
Type of Sample: Light Brown Silt **Tested By:** N. Klingonsmith **Date:** 10/13/2021
Location of Sample: Test Pit 5 at 2' **Authorized By:** Client **Date:** 9/30/2021

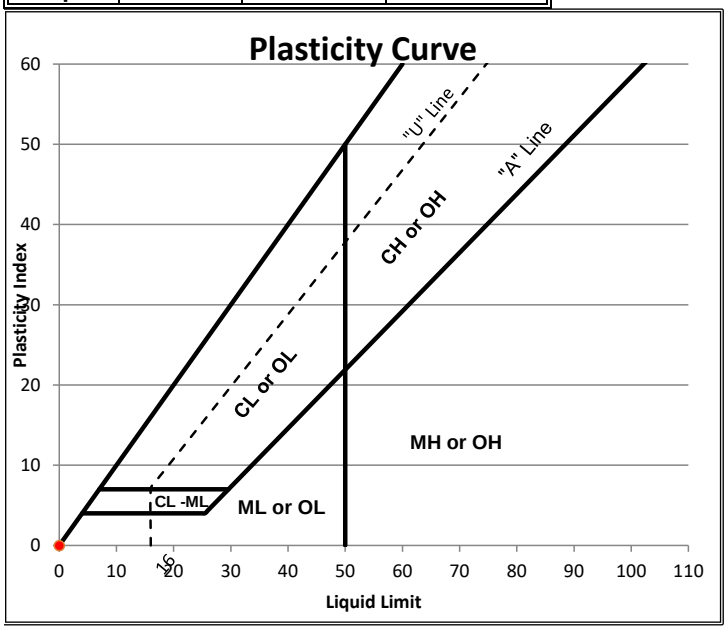
Sieve Analysis , ASTM C136 and C117

Sieve Size		% Passing Cumulative	Specification
150 mm	6"		
75 mm	3"		
50 mm	2"		
37.5 mm	1-1/2"		
25 mm	1"		
19 mm	3/4"		
12.5 mm	1/2"		
9.5 mm	3/8"		
4.75 mm	#4	100	
2.00 mm	#10	100	
1.18 mm	#16	100	
425 µm	#40	99	
300 µm	#50	98	
75 µm	#200	86.5	

Test	Result	Specification	Test Standard
Natural Moisture Content, %	2.9		ASTM D 2216
Liquid Limit			ASTM D 4318
Plasticity Index			ASTM D 4318
Unified Classification System			ASTM D 2487
AASHTO Classification System			AASHTO M145

% Cobble > 3"	% Gravel < 3" - #4	% Sand < #4 - #200	% Silt-Clay < #200
0.0	0.0	13.5	86.5

Diameter D_{60}	Diameter D_{30}	Diameter D_{10}	Coefficient of Uniformity, C_U	Coefficient of Concavity, C_C



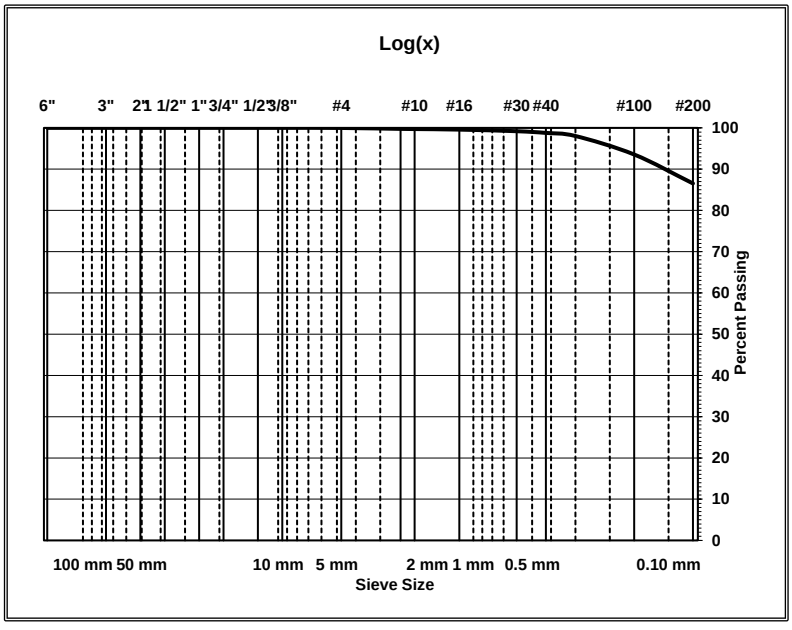


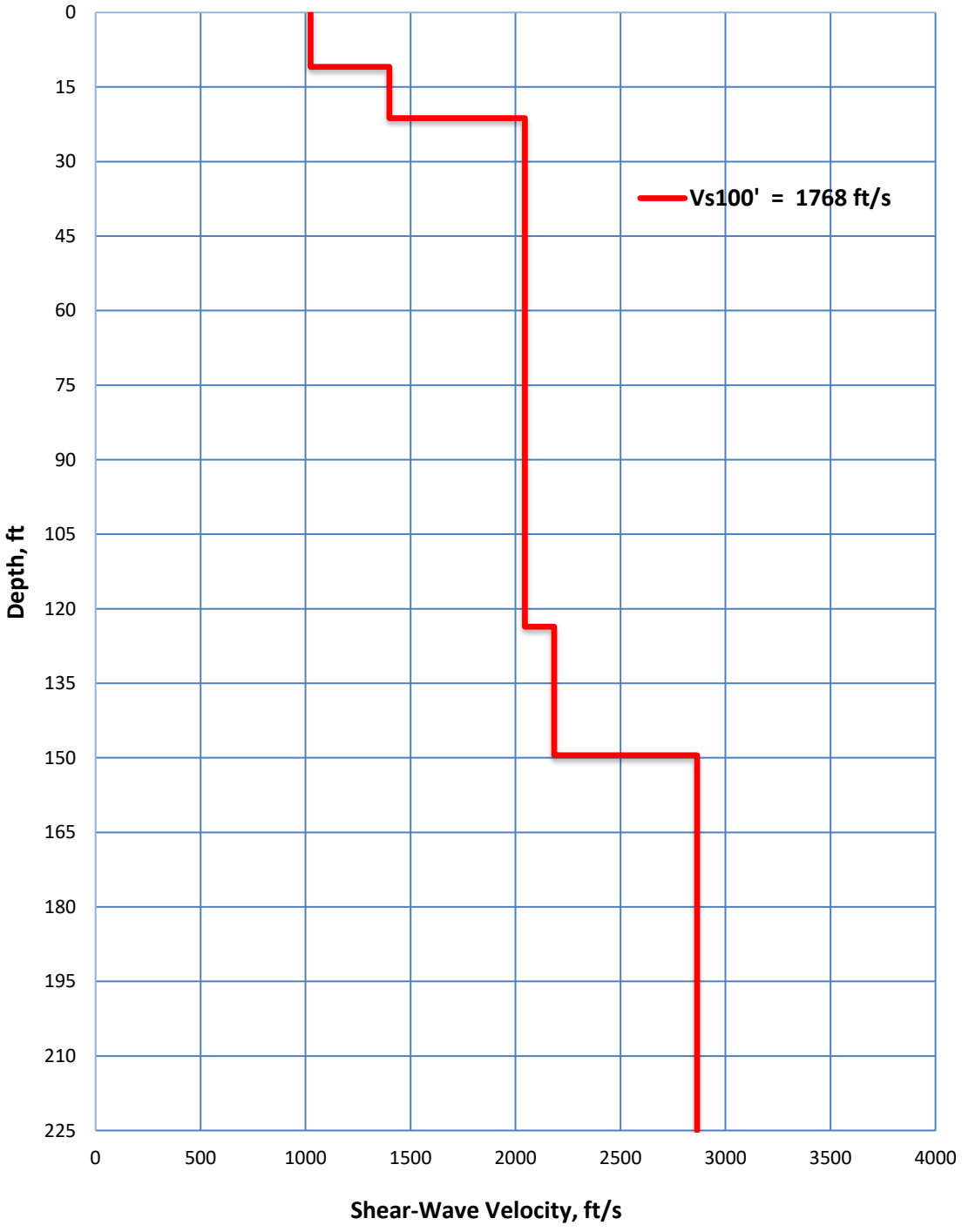
Figure B-20

Appendix C

CASTILLO GEOPHYSICAL LTD.

IBC Site Classification

Landmark Testing
Kachina Ridge
Site Class C



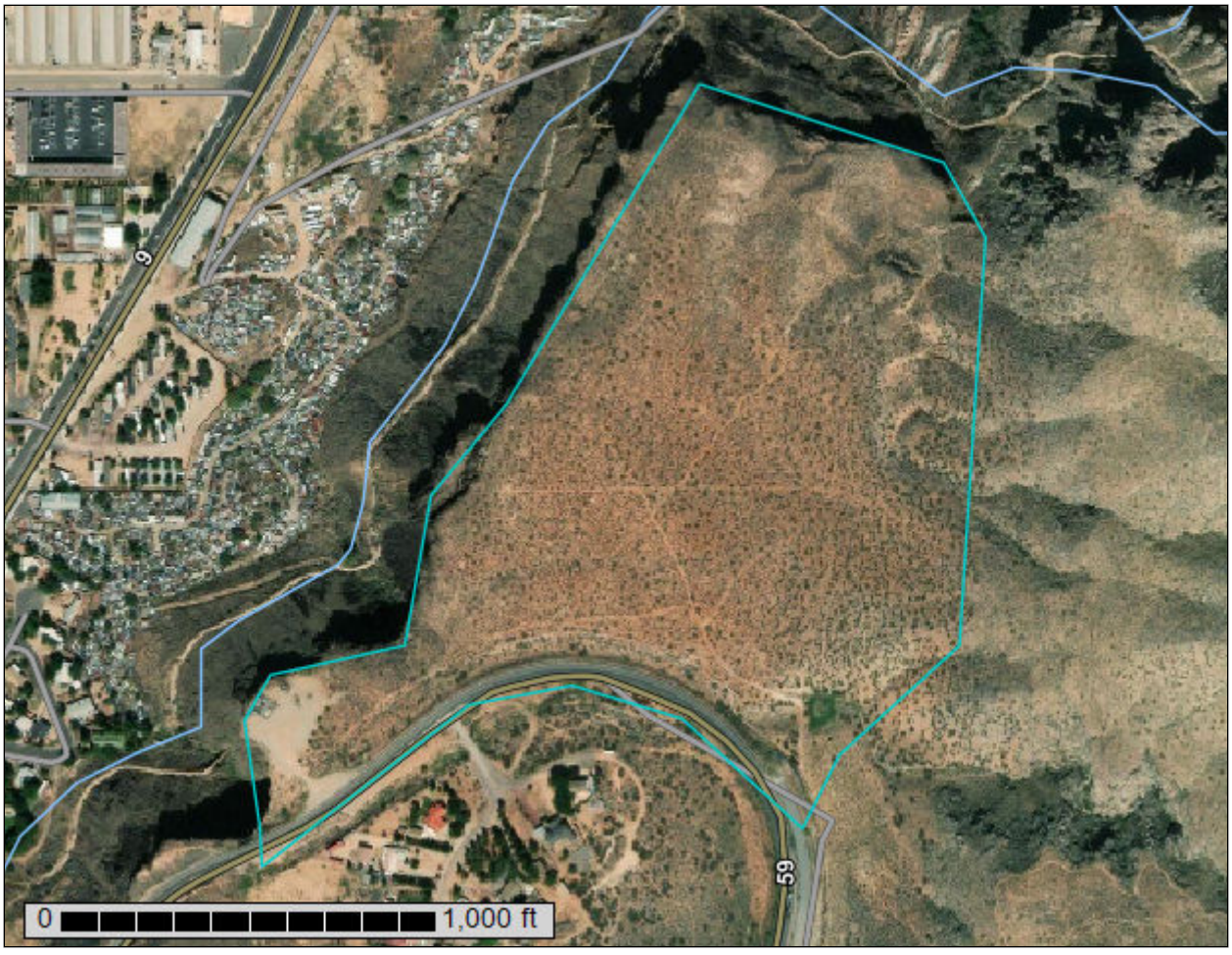
United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for Washington County Area, Utah



October 29, 2021

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (https://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map



Map Scale: 1:4,670 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 200 400 800 1200

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 12N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Washington County Area, Utah
Survey Area Data: Version 15, Sep 7, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Mar 7, 2015—Oct 22, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
IAF	Isom cobbly sandy loam, 3 to 30 percent slopes	37.3	75.6%
RP	Rock land, stony	0.3	0.6%
RT	Rock outcrop	11.8	23.8%
Totals for Area of Interest		**49.3**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the

development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Washington County Area, Utah

IAF—Isom cobbly sandy loam, 3 to 30 percent slopes

Map Unit Setting

National map unit symbol: j8f0
Elevation: 2,700 to 3,900 feet
Mean annual precipitation: 8 to 11 inches
Mean annual air temperature: 57 to 67 degrees F
Frost-free period: 175 to 195 days
Farmland classification: Not prime farmland

Map Unit Composition

Isom and similar soils: 90 percent
Minor components: 10 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Isom

Setting

Landform: Alluvial fans
Down-slope shape: Concave
Across-slope shape: Convex
Parent material: Cobbly alluvium derived from limestone, sandstone, and shale

Typical profile

H1 - 0 to 2 inches: very cobbly sandy loam
H2 - 2 to 10 inches: very cobbly sandy loam
H3 - 10 to 22 inches: very cobbly sandy loam
H4 - 22 to 60 inches: extremely cobbly sandy loam

Properties and qualities

Slope: 3 to 30 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 60 percent
Gypsum, maximum content: 10 percent
Maximum salinity: Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)
Sodium adsorption ratio, maximum: 5.0
Available water supply, 0 to 60 inches: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: A
Ecological site: R030XY134UT - Desert Shallow Loam (Creosotebush)
Hydric soil rating: No

Minor Components

Shallow soils
Percent of map unit: 5 percent

Nickey
Percent of map unit: 5 percent

RP—Rock land, stony

Map Unit Composition
Rock land: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Rock Land

Setting
Landform: Mountain slopes
Landform position (three-dimensional): Mountainflank
Down-slope shape: Convex
Across-slope shape: Convex

RT—Rock outcrop

Map Unit Composition
Rock outcrop: 100 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

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April 21, 2025

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

Subject: Kachina Ridge

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

WATER
HURRICANE CITY
UTAH

Kory Wright, Superintendent

March 16, 2026

To Whom It May Concern:

Kent Stephens (the "Developer") has requested a culinary water will serve letter for the subdivision known as Kachina Ridge, located at approximately 1000 East Highway 59 in Hurricane, Utah (the "Project").

Infrastructure

The City currently does not have infrastructure in place to supply culinary water in the general area of the Project. To supply water to the Project, 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, tank, and booster station may be required.

Water Supply

As of the date of this letter, the City has adequate water to supply water to 566 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,

Kory Wright
Water Department Superintendent

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

HURRICANE CITY
UTAH

STAFF COMMENTS

DISCUSSION FOR NOVEMBER 5, 2026

To: Hurricane City Council
From: Gary Cupp, Planning Director
File No. GP26-02

Background/Request:
The applicant requests a General Plan Amendment for approximately 2,700 acres located along State Route 7 (SR-7) between State Route 9 (SR-9) and 3000 South. The request is to change the General Plan designation for the entire property to Planned Community with the exception of the portions of the west bench of Sullivan's Knoll which is currently designated as, and should remain, Natural Open Space. The current General Plan Future Land Use Map designation of the property is a mixture of "Planned Community", "General Commercial", "Neighborhood Commercial", "Light Industrial/Business", "Rural Residential", and "Natural Open Space". This General Plan Amendment is being requested in advance of a future master plan concept the applicant has developed that consists of a mixture of residential, commercial, and light industrial uses distributed throughout the 2,700-acre property. The Planned Community designation is intended to accommodate the future implementation of the applicant's master plan more efficiently than the existing combination of General Plan designations, while also retaining overall consistency with the City's current long-range vision for the area.

It is important to distinguish this General Plan Amendment from any future zoning or development approvals for the property. Meaning, this request does not include any zone changes, subdivision plats, or other land use entitlements that would allow development of the property beyond what is already allowed under its current zoning. Approval of this application would only amend the City's General Plan Map to designate the property as Planned Community, which does not entitle any future development plans. Nor does it establish any specific densities, or authorize any land uses, or approve the applicant's master plan for the property. Following a General Plan Map Amendment, the applicant would still be required to obtain the appropriate zone changes and development approvals necessary to develop the property. Any subsequent applications would be reviewed under the applicable standards in effect at the time each application is submitted, which would provide the City with the opportunity to evaluate

specific development proposals for the property, including land uses, housing densities, infrastructure, and all other applicable development standards.

Key Considerations:

The General Plan Map currently shows a mixture of land use designations for the area that includes Light Industrial/Business for the north central section of SR-7, areas of Neighborhood Commercial at key intersections along the SR-7 route, General Commercial at the SR-7/SR-9 intersection, Natural Open Space, and an area in the southern portion of the property already being designated as Planned Community. The applicant is requesting to change the General Plan land use designation for the majority of the property to Planned Community (see "Proposed Amendment Map" in packet).

The City has wide discretion on amendments to the General Plan Map. The City Council should take into account the Goals and Policies of the General Plan and the vision of the City for this portion of the SR-7 corridor for which this amendment is being requested, more specifically:

- *Planned Community.* The General Plan's Planned Community land use designation recommends:

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

  The proposed Planned Community designation is also consistent with the General Plan's broader support for walkable communities (General Plan Page 25) and complete neighborhoods (General Plan Page 15). The 2021 General Plan identifies the development of walkable communities as a transportation goal and calls for new development to consider surrounding sidewalk networks and provide a similar or higher level of pedestrian comfort (General Plan Page 44). The General Plan also identified residential proximity to shopping and jobs, parks and trails, and diverse housing options among the community's land-use priorities (General Plan Page 15). These policies support consideration of a development pattern that integrates residential, commercial, employment, and recreational uses within connected, walkable neighborhoods rather than relying exclusively on separate single-use areas.

- *Light Industrial/Business.* The proposal would eliminate the existing Light Industrial/Business general plan land use designation along SR-7 and replace it with Planned Community. The Council should recall that the SR-7 corridor was specifically identified as a desired location for future light industrial land uses, similar to the areas along Old Highway 91 and within the Quail

Creek Industrial Park/Fairgrounds, which are becoming more fully developed and built out. The City Council intentionally designated this portion of the subject property as Light Industrial/Business during the 2021 General Plan update process, and subsequently reaffirmed and expanded the Light Industrial/Business designation along SR-7 as part of a comprehensive readoption of the General Plan Map in 2024. Even though the Planned Community land use designation does accommodate light industry, such uses would not be explicitly emphasized under the Planned Community designation as they are under the existing Light Industrial/Business designations that currently apply to the property. The applicant, however, contends that the property's central location, prominent viewsheds, and high visibility along SR-7 make it less desirable for large-scale industrial development, and therefore suggests that any future light industrial uses should be dispersed throughout the development instead of concentrated in specific locations. Some planning commissioners voiced some support for this argument, others disagreed. Commissioner Goodfellow agreed that the existing light industrial designation on the applicant's property may not be appropriate in its current location (see excerpt of 9-24-26 PC minutes in packet).

- *Transportation and Infrastructure*. The applicant has taken into account the City's current Transportation Master Plan, as well as existing long-range plans for power and water infrastructure serving the area. The applicant indicates that the proposed Planned Community designation is intended to accommodate a similar overall intensity of development for the site and, therefore, should not result in a significant change to the overall transportation or utility demands already anticipated for the area. As future development applications (e.g., zone changes and subdivision plats) are requested, more detailed transportation and utility planning will be necessary to evaluate the specific impacts and infrastructure requirements for the future development. Given the size of the property and the conceptual nature of the current application, the project site will likely take decades to develop, and staff cannot reasonably determine at this stage whether the proposed development would result in greater or lesser transportation and infrastructure demands than development under the existing General Plan designations. However, based on the information available at this stage, and the applicant's representation regarding the anticipated overall intensity of development, staff finds the requested General Plan Amendment acceptable.

Planning Commission Review and Recommendation:

A public hearing was held at the September 24, 2026, Planning Commission meeting and no public comments or objections to the proposed General Plan Amendment were received. Overall, the Planning Commission was very supportive of changing the General Plan for the property to Planned Community and expressed concern that the property owner wasn't included in discussions when the General Plan was recently updated. As discussed previously in this report, a significant portion of their

discussion centered around concerns about changing the current Light Industrial/Business designations on the property to Planned Community (see excerpt of 9-24-26 PC minutes in packet), but ultimately they recommended that the change to Planned Community be approved with a vote of 5 to 2 in favor. Paul Farthing and Michelle Smith voted against changing the General Plan citing the potential of light industrial uses not happening if changed.

Findings: Staff makes the following findings:

1. Many of the goals and policies contained within the General Plan and the Planned Community land use designation support the applicant's stated objectives for a complete community with varying land uses including residential, commercial, light industrial, open space, and public components such as parks and schools.
2. The Planned Community designation would be consistent with the City's long-range vision for the area, although it would not explicitly designate specific areas for light industrial land uses on the property as currently shown on the General Plan's Future Land Use Map.

Staff Recommendation:

The portions of the west bench of Sullivan's Knoll that are currently designated as Natural Open Space and should retain that designation. Should the City Council decide to approve the General Plan Amendment for the rest of the property, such approval will not entitle the applicant's proposed master plan or guarantee its approval or the approval of any future land use or development applications. Future land-use applications will be evaluated based on the site's General Plan designation and all applicable City regulations in effect at the time each application is submitted. Property owners and applicants will need to demonstrate project consistency with the Planned Community designation when preparing future land-use applications for the property. When reviewing any future zone-change applications for the property, the City's decisions will be guided based on conformance with the proposed Planned Community general plan designation pursuant to Hurricane City Code section 10-7-7(E).

PLANNING & ZONING
HURRICANE CITY
UTAH

STAFF COMMENTS

Agenda Date:	**09/24/2026 - Planning Commission**
Application Number:	GPA26-02
Action Type:	Legislative
Applicant:	Lorin Lowe
Agent:	Hoyt Cousins
Request:	Request for a General Plan Amendment from Planned Community, General Commercial, Neighborhood Commercial, Light Industrial/Business, Rural Residential, and Open Space to Planned Community
Location:	SR-7 from SR-9 to 3000 S
Zoning:	RA-1, HC
General Plan Map:	Planned Community, General Commercial, Neighborhood Commercial, Light Industrial/Business, Rural Residential, and Open Space.
Recommendation:	See Recommendation section below.
Report Prepared by:	Gary Cupp

Discussion: The applicant requests a General Plan Amendment for approximately 2,700 acres located along State Route 7 (SR-7) between State Route 9 (SR-9) and 3000 South. The request is to change the General Plan designation for the entire property to "Planned Community." The General Plan Map currently shows a mixture of land use designations that includes "Light Industrial/Business" for the north central section of SR-7 with areas of "Neighborhood Commercial" at key intersections along the SR-7 route. Part of the southern portion of the property is already designated Planned Community. This General Plan Amendment is being requested in advance of a future master plan concept the applicant has developed that consists of a mixture of residential, commercial, and industrial uses distributed throughout the 2,700-acre property. The applicant anticipates that the Planned Community designation will accommodate the future implementation of his master plan more efficiently than the existing combination of General Plan designations.

It is important to distinguish this General Plan Amendment from any future zoning or development approvals for the property. In other words, this request does not include any zone changes, subdivision plats, or other land use entitlements that would allow development of the property beyond what is already allowed under its current zoning. Approval of this application would only amend the City's General Plan Map to designate the property as Planned Community, which does not entitle any future development plans. Nor does it establish any specific densities, or authorize any land uses, or approve a

master plan for the property. Following a General Plan Map Amendment, the applicant would still be required to obtain the appropriate zone changes and development approvals necessary to develop the property. Any subsequent applications would be reviewed under the applicable standards in effect at the time of each application, which would provide the City with the opportunity to evaluate specific development proposals for the property, including land uses, housing densities, infrastructure, and all other applicable development standards.

Existing Zoning and Land Uses in the Vicinity

	Zoning	Adjacent Land Use
North	HC, PF	Undeveloped property, State Route 9
East	R1-10, R1-10(PDO) RA-1	Undeveloped property
South	R1-10 (PDO)	Undeveloped property (Sand Hollow Mesa)
West	R1-15, OS	Undeveloped property

Review of the General Plan:
The current General Plan Map designation of the property is a mixture of Planned Community, General Commercial, Neighborhood Commercial, Light Industrial/Business, Rural Residential, and Open Space (see attachments for more details).

The applicant is requesting to change the General Plan land use designation for the entire property to Planned Community, which the General Plan defines as:

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

The applicant is essentially requesting that a new General Plan land use designation be created for his property, which would be called "Planned Community/Bench Lake" designation. This designation would only apply to the subject property and be described as follows:

Proposed Additions to Text:
As a master planned community, Bench Lake shall incorporate a range of established Land Use Designations identified in the City General Plan, as appropriate to a mixed use, walkable planned community:

Residential Uses	a. Rural Residential b. Single family Residential c. Multifamily Residential d. Planned Community	
Commercial Uses	a. Mixed Use b. General Commercial c. Neighborhood Commercial	
	41 ac. (minimum) of General Commercial area shall be zoned in a future configuration along SR-9.	
Office and Industry	a. Light Industrial /Business	
	505 ac. (minimum) of Light Industry / Business shall be zoned in a future configuration along SR-7.	
Public and Open Space	a. Public b. Natural Open Space c. Recreational Open Space	

'Planned Community / Bench Lake' shall incorporate the uses of a range of established Zones identified in the City Land Use Code:

a. Residential	RM-1, RM-2, RM-3, R1-15, R1-10, R1-8, R1-6, R1-4, MH /RV
b. Commercial	NC, GC, HC, PC, POC
c. Business, Industrial	BMP, PO, M-1
d. Open Space /Public Facility	OS, PF
e. Special Purpose	PDO, SLO, Recreation Resort

Staff recommends that the existing Planned Community designation already accommodates the applicant's goals for the property as currently written; therefore, staff does not support the adoption of a new land use designation. But if adopted, the language would need to be updated to change the words

that read “shall” to “should” since the General Plan is an advisory document.

Key Considerations:
The City has wide discretion on the General Plan Map Amendments. Decision makers should take into account the Goals and Policies of the General Plan and other city Master Plans, any public feedback, and the overall vision of the City for the area in question.

- Light Industrial/Business. Perhaps the largest change proposed by the requested General Plan Amendment would be the elimination of the Light Industrial/Business designations along SR-7. Historically, City leaders have identified this area as an important source of future industrial land, similar to the areas along Old Highway 91 and within the Quail Creek Industrial Park/Fairgrounds, which are becoming more fully developed and built out. Therefore, the City Council designated portions of the subject property as Light Industrial/Business during the 2021 General Plan process, and subsequently reaffirmed and expanded the Light Industrial/Business designation along SR-7 as part of a comprehensive readoption of the General Plan Map in 2024. This proposal eliminates the Light Industrial/Business designation from the property. The applicant, however, contends that the property's central location, prominent viewsheds, and visibility along SR-7 make it less desirable for a large-scale industrial development and proposes instead to integrate industrial uses into a walkable, mixed-use development consistent with the Planned Community designation. The applicant further suggests that the proposed development would provide an equivalent amount of commercial and industrial space as the amount now designated for the property under the current General Plan. It is correct that the Planned Community designation would allow the light-industrial uses the City Council intends for the property; however, such uses would not be assured to develop under the Planned Community designation as they are under the existing Light Industrial/Business designations that currently apply to the property.

- General Commercial. The current General Plan Map designates a relatively small portion of property along SR-9 as General Commercial. Since this area is, for the most part, already zoned Highway Commercial, staff would recommend this area be left as General Commercial to maintain consistency between zoning and General Plan designations where possible. Hurricane City Code 10-15-7 states: *“For property abutting SR-9, the highway commercial zone shall begin at the highway right-of-way line and shall extend a distance of 500 feet from the state highway right-of-way line.”*

- Planned Community. The proposed Planned Community designation is also consistent with the text of the General Plan's broader support for walkable communities and neighborhoods. The 2021 General Plan identifies the development of walkable communities as a transportation goal and calls for new development to consider surrounding sidewalk networks and provide a similar or higher level of pedestrian comfort. The General Plan also identified residential proximity to shopping and jobs, parks and trails, and diverse housing options among the community's land-use priorities. These policies support consideration of a development pattern that integrates

residential, commercial, employment, and recreational uses within connected, walkable neighborhoods rather than relying exclusively on separate single-use areas.

- Transportation and Infrastructure. The applicant has taken into account the City's current Transportation Master Plan, as well as existing long-range plans for power and water infrastructure serving the area. The applicant indicates that the proposed Planned Community designation is intended to accommodate a similar overall intensity of development for the site and, therefore, should not result in a significant change to the overall transportation or utility demands already anticipated for the area. As future development applications (e.g., zone changes and subdivision plats) are requested, more detailed transportation and utility planning will be necessary to evaluate the specific impacts and infrastructure requirements for the future development. Given the size of the property and the conceptual nature of the current application, the project site will likely take decades to develop, and staff cannot reasonably determine at this stage whether the proposed development would result in greater or lesser transportation and infrastructure demands than development under the existing General Plan designations. However, based on the information available at this stage, and the applicant's representation regarding the anticipated overall intensity of development, staff finds this consideration acceptable for purposes of the requested General Plan Amendment.

Findings:
Staff makes the following findings:

1. The General Plan supports many of the goals and policies contained within the Planned Community land use designation and the applicant's stated objectives.
2. Light-industrial development at the intensity proposed by the current General Plan would not be assured under the applicant's proposal, although, the applicant's proposal does accommodate light industrial uses and generally aligns with the overall vision of the General Plan for the City.
3. The General Commercial designation along SR-9 should remain in place since it provides consistency with the existing zoning and long-range intent for that portion of the property.
4. Staff finds that the existing Planned Community designation adequately accommodates the applicant's goals for the property without need to create a new General Plan land use designation.

Recommendation: The Planning Commission should consider any public comments received in the public hearing. Should the Commission decide to send a recommendation of approval to the City Council, staff recommends the revisions cited in Finding #3 and the staff revisions regarding the requested text amendment be included in the motion. Should the Commission decide to recommend denial of the General Plan Amendment, disapproval of the request would not necessarily prohibit the applicant from pursuing a master-planned community of the type he intends for the property. Alternatively, approval of the amendment will not entitle the applicant's proposed master plan or guarantee its approval or the approval of any future land use or development applications. Future land-use applications will be evaluated based on the site's General Plan designation and all applicable City regulations in effect at the time of each application.

- Effect of approval of the General Plan Amendment: When reviewing any future land-use applications for the property, the City's decisions will be guided based on conformance with the proposed Planned Community general plan designation (HCC 10-7-7(E)). Property owners and

applicants will need to demonstrate project consistency with this designation when preparing future land-use applications for the property.

- Effect of denial of the General Plan Amendment: When reviewing any future land-use applications for the property, the City's decisions will be guided based on conformance with the existing general plan designations that currently apply to the property (HCC 10-7-7(E)). Property owners and applicants will need to demonstrate project consistency with these designations when preparing future land-use applications on the property.

3. POTENTIAL USE OF PROPERTY -- WITH PROPOSED AMENDMENT

8.17.26

INTRODUCTION

A unique opportunity, an enormous property - for public and private sides to work together to put in place the City's General Plan goals: a long term partnership with an owner who brings a legacy business model for development, and a fully developed master plan approach.

Hurricane City's General Plan defines clear objectives, which align completely with the Bench Lake master plan. Achieving these objectives requires an extended development campaign through a number of market cycles, with a new generation of home buyers and business owners, new technology opportunities, and unforeseen challenges to community resilience.

Generational commitment by the owners – as a historical ranching family in the area, the plan will likely require adjustments and refinement of the community building over time. The proposed General Plan amendment is the first step in defining - both - flexibility and quality controls for both public and private interests.

VISION

A large scale with a long build-out - as Bench Lake is organized around the new Southern Parkway SR-7, it's the best area in the city for a balanced combination of uses (leading to optimum community building). It will inevitably create an identity for Hurricane along this entry corridor: not just the conventional commercial frontage – but open spaces, public buildings, homes around parks, beautiful streets and squares. There shall be a strong civic character when all elements of neighborhood and village are choreographed together – distinctly superior to placing predominantly business and light industry along the highway alignment.

A model for Smart Growth in the county - following closely the principles of Vision Dixie – which may be listed as:

- JOBS AND HOUSING BALANCE: SR-7 brings the 'movement economy', the new village brings affordable access to jobs
- LOCAL BUSINESS A PRIORITY: Entrepreneur opportunity in a neighborhood - job growth, stable and secure tax base
- ORDERLY DEVELOPMENT, FISCALLY RESPONSIBLE: A smart, solid, sustainable course for both city and new residents
- STREETS INTEGRATED TO SR-7: E-W corridors connecting Parkway to neighborhood centers create the 'Plan Structure'
- TRANSPORTATION CHOICE FOR ALL AGES: Walkable neighborhoods generate less traffic, with high amenity streets
- HOME OWNERSHIP: Single family dwelling of great variety, price, household type and income in a neighborhood plan
- AFFORDABLE DWELLINGS: Integral to neighborhood, are fundamental to the character and life of community

General Plan standards - Bench Lake an important step toward City meeting public goals of the Plan, defined by the 7 chapters:

-Land Use - Heritage -Housing -Transportation -Economy -Open Space -Resources

A monograph prepared with the Master Plan is available if requested, enumerating correlation to the entire General Plan text.

Master Plan for Bench Lake – follows principles of traditional town design:

- NEIGHBORHOODS: The most resilient, flexible, high quality building block for a new community
- NEIGHBORHOOD CENTERS: Placed at intersections, they coherently organize commercial and residential uses
- BUSINESS - RETAIL - CIVIC: Commerce and services at all scales yields quality place-making for all price points
- OPEN SPACE, PUBLIC PLACES: Neighborhoods are compact, creating generous public areas between each one
- HOUSING MIX: Full range of dwelling opportunity, affordability - high density in centers, low at edges
- INDUSTRY & OFFICE: Intense business use in neighborhood structure will achieve quality place-making
- EMPLOYMENT BASE: The varied commercial program for the current Master Plan exceeds 8,500,000 sq. ft.

NEXT STEP FOLLOWING GENERAL PLAN - ZONING APPLICATION

Building upon General Plan Amendment - the property owner shall submit for areas of the property to be entitled, according to the neighborhoods of the Bench Lake Master Plan.

The Plan & Master Code shall establish detailed community strategies and design standards, for quality control and governance of a phased build out of the new community.

CHANGE FROM CURRENT GENERAL PLAN CONFIGURATION

Continuation of current General Plan intent

The current General Plan designations for the Bench Lake property are comprised of Planned Community (**1,020 ac.**), General Commercial (**41 ac.**), Neighborhood Commercial (**490 ac.**), Light Industrial /Business (**505 ac.),** Rural Residential (**40 ac.**), and Open Space (**560 ac**.).

The intended allocations of these land uses in the proposed General Plan / Bench Lake development shall yield the same areas, as depicted in the current Bench Lake master plan - and thus be consistent with the City goals for growth of this land along SR-7.

The reasons for the revised map are based on a.) the necessary flexibility for a long term development of a Master Plan community, and b.) current information from site analysis, infrastructure planning, and the town design principles of planning for the property.

Outline of revised approach to General Plan

The recent revision to the General Plan Map did not include a dialogue with the property owner. The revised General Plan Map reflects infrastructure planning in progress with the City for a N-S major power line and substations along 2900 West, water storage tanks and supply lines, and sewer easements - which have been incorporated into the current master plan for the site.

Study of landscape characteristics have identified priority areas for natural corridors, slope protection, recreational open space, and access routes for commercial traffic – as well as high value areas for views, quiet and seclusion, respect for surrounding neighbors, and commercial areas placed at nodes of the City Streets Master Plan. These attributes aren't well integrated in the current map.

Concepts for Smart Growth and Neighborhood Principles

11 mixed use neighborhoods are located on the property, with their centers dictated by nodes of the City Streets network and the future SR-7 intersections.

Walkable, mixed use neighborhoods are the fundamental building block of high quality, stable and resilient communities for a balance of living and working. Town design based on the neighborhood unit is entirely consistent with the goals of the City General Plan, and provide the best way to deliver a resilient business tax base, a range of homeownership choices at all prices, local services and amenities accessible to all ages, high quality public places and open space, and a healthy community for the long term.

PROPOSED GENERAL PLAN TEXT

'Planned Community / Bench Lake'

Current Text:

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

Proposed Additions to Text:

As a master planned community, Bench Lake shall incorporate a range of established Land Use Designations identified in the City General Plan, as appropriate to a mixed use, walkable planned community:

Residential Uses	a. Rural Residential	b. Single family Residential	c. Multifamily Residential	d. Planned Community
Commercial Uses	a. Mixed Use	b. General Commercial	c. Neighborhood Commercial	
	41 ac. (minimum) of General Commercial area shall be zoned in a future configuration along SR-9.			
Office and Industry	a. Light Industrial /Business			
	505 ac. (minimum) of Light Industry / Business shall be zoned in a future configuration along SR-7.			
Public and Open Space	a. Public	b. Natural Open Space	c. Recreational Open Space	

'Planned Community / Bench Lake' shall incorporate the uses of a range of established Zones identified in the City Land Use Code:

a. Residential	RM-1, RM-2, RM-3, R1-15, R1-10, R1-8, R1-6, R1-4, MH /RV
b. Commercial	NC, GC, HC, PC, POC
c. Business, Industrial	BMP, PO, M-1
d. Open Space /Public Facility	OS, PF
e. Special Purpose	PDO, SLO, Recreation Resort

Hurricane Planning Commission
Meeting Minutes
September 24, 2026

NEW BUSINESS

2. GPA26-02: Discussion and consideration of a recommendation to the City Council on a General Plan Amendment request located along the SR-7 corridor between SR-9 and 3000 South. Lorin Lowe, Applicant.

Lorin Lowe stated that they envision all the designations in the current General Plan under the Planned Community designation. He explained that it would still include the same elements of commercial, industrial, and open space, but would allow them to spread those uses throughout the entire development and create walkable neighborhoods. He stated that it provides flexibility to develop the area over the next couple of decades.

Mark Sampson asked how staff feels about the proposal. Gary Cupp stated that staff agrees the Planned Community designation would still allow for those light industrial uses; however, when the property has the Light Industrial general plan designation, it makes that use more secure, whereas the Planned Community designation softens that designation and the use may not ultimately occur. He stated that the Council and Planning Commission have worked hard to obtain more light industrial uses in this area and that the proposed change could create a risk that the intended industrial development might not happen.

Ralph Ballard expressed that he wishes the City did more consulting with property owners who own this much property before designating areas. He stated that mixing industrial uses into a planned community creates significant potential for conflict. People complain about the impacts associated with light industrial uses and he suggested that the applicant really looks at the reality of what it is. He stated that there will be compatibility issues that need to be considered as the Commission evaluates the request.

Mr. Lowe stated that light industrial includes many businesses involving warehousing or conducting business indoors that would not necessarily have an impact on surrounding properties. Commissioner Ballard stated that as a community, we are in desperate need of more industrial based development, not just light industrial, in order to maintain a balance. Mr. Lowe stated that they aren't taking away anything that doesn't already exist in the General Plan. Commissioner Ballard stated that currently, the industrial designation is concentrated in an area where it can function appropriately, whereas moving it into neighborhoods could either create difficulty marketing the homes or result in conflicts after the development occurs.

Michelle Smith asked, with what is being proposed, what the applicant could not already do under the current zoning. Mr. Cupp clarified that the proposal would not change the zoning but would change the General Plan. He explained that currently, most of the area is designated as industrial and neighborhood commercial, with a small area designated as planned community. The neighborhoods proposed could not be in areas designated for industrial and commercial uses. Commissioner Ballard asked whether the area set aside for this purpose was a prime area for homes. Mr. Cupp stated that it could be a great area for multiple uses.

Mr. Lowe stated that they are trying to eliminate segregated areas where uses are confined to specific locations. He explained that this type of layout allows for multiple types of uses and provides flexibility in how the area is developed rather than placing each use in one designated area. Commissioner Smith stated that staff finds the existing General Plan to be adequate. Mr. Cupp clarified that this was not the intent of the staff report. He explained that one of the requests was to change the Planned Community Benchlake definition, but staff does not feel a special designation is necessary for the area because the existing definition already works.

Paul Farthing stated that the applicant would be better off concentrating on the industrial area and creating a product. He expressed concern that scattering industrial uses throughout the neighborhoods would result in residents being upset and stated that it makes more sense to put the industrial uses together in one place. He stated that scattering the uses would be a bad plan.

Shelley Goodfellow asked whether the current Planned Community designation allows for industrial uses. Mr. Cupp stated that it does. Commissioner Goodfellow stated that this property contains a significant amount of the remaining undeveloped property in Hurricane and that it was not appropriate to designate the area without having a work meeting with the property owner. She recalled that more than 15 years ago, when the City was considering zoning designations in the Benchlake area to the south, the City invited property owners to a workshop to discuss the development. She stated that the same should have been done with Lorin for this property. Commissioner Goodfellow continued by stating that the area is very prominent and that she believes it is better suited as a planned community. She also stated that a good job had been done with the proposed development. She likes the smaller industrial parks and agreed with Commissioner Farthing that industrial parks should be built out on a larger scale but believes that should occur further south when additional property is annexed. She stated that she is comfortable with how the proposal is currently presented. She also discussed the language of “shall” and “should” and stated that she believes it should remain as “should.”

Commissioner Smith stated that she does not understand why the applicant wants to make the change when what they want to do is already allowed under the current General Plan. Mr. Lowe stated that the city is reluctant to enter into development agreements. He explained that in the areas designated as neighborhood commercial, if they request a zone change, it could be inconsistent with the General Plan. He stated that they want the planned community designation so that whatever zone they request would allow for the proposed uses and so that a request for light industrial would not be questioned. He wanted to make it clear that if they request a zone change in an area designated as neighborhood commercial for industrial use, they would not be denied. He also stated that the general commercial designation along SR-9 cannot be accessed from SR-9 because of the design standards. He stated that under the current designation, they cannot fulfill that plan. The commissioners and applicant continued discussing light industrial designation.

Commissioner Smith stated that the market today is different from what it may be in five years and that making the change now could take away from future needs. She stated that she does not think that is a good thing. Mr. Lowe stated that the planned community designation allows them to react to current market demands. Commissioner Smith stated that the current General Plan also allows for that. The applicant stated that the current design makes the uses segregated and that people may not want that or the market may not support it.

Hoyt Cousins stated that Commissioner Farthing had expressed concerns about the distribution of light industrial uses. He clarified that the industrial uses would not be distributed without direction. He stated that the modified language specifies that the 500-plus acres of industrial development would be built out along SR-7. He explained that after speaking with staff, they believed this would provide an appropriate level of flexibility. He stated that it would ensure the same amount of industrial use throughout the development but would not restrict it to one area.

Scott Hughes asked, from the city's perspective, whether the City would be making a long-term commitment by moving toward a planned community designation and whether it would be more difficult for the City to get what it wants from the property. He asked whether obtaining the 500-plus acres of industrial development from the applicant would become more difficult. Mr. Cupp stated that the City has legislative discretion and does not have to approve something if it does not agree with it. He stated that the city could come to an agreement regarding what it wants. He said that he does not dislike what is being proposed but questioned whether this is the change the city wants to make.

Dayton Hall stated that the intent of the General Plan is to shape how the city would like to see the city built out over the next 10 or more years. He explained that when a zone change is submitted, the General Plan serves as a guiding document. For example, if the General Plan shows single-family development and an applicant requests R1-6 while the city wants to see R1-8, the city can require R1-8. He stated that a proposal such as this would raise a possible concern and result in additional discussion. However, the City ultimately has legislative decision-making authority. He explained that the General Plan is not a binding document and that the City Council can deviate from it.

Commissioner Hughes asked how the city would keep track of the uses throughout the development if approved this way. Mr. Cupp stated that this is why he does not recommend changing the definition, because it would create a question of how the city would track it. Commissioner Farthing stated that the General Plan does not change what can be requested. Commissioner Goodfellow stated that the issue arises when someone comes in for a zone change. Mr. Lowe stated that the change would mean that someone would not have to come and request an exception for a use and that the intent is to build out the property with what the City wants.

Commissioner Sampson asked what difference the proposed change makes. Mr. Lowe stated that it makes it harder to do what they want to do under their plan and allows them to put residential development in an area that is currently designated for light industrial use.

Scott Hughes motioned to send a recommendation of approval of GPA26-02 to change the entirety of the property to planned community while keeping the definition of planned community as it is currently defined in the General Plan. Shelley Goodfellow seconded the motion. Roll call. Scott Hughes – aye, Paul Farthing – nay, Shelley Goodfellow – aye, Michelle Smith – nay, Brad Winder – aye, Ralph Ballard – aye, Mark Sampson – aye. Motion carries.

Paul Farthing stated that he does not think it is good for the City to become a bedroom community. He stated that having industrial development that creates jobs is very important. He explained that there is usually a critical mass of industrial development, and that when it is spread throughout an area, that is why it is generally not done. He stated that industrial uses do not want to fight with neighbors living in residential neighborhoods. Michelle Smith stated that she believes the proposed change is unnecessary because it can already be accomplished under the existing General Plan. Ralph Ballard stated that if the city does not push for the light industrial designation along the south corridor, we are not going to get it.

PLANNED COMMUNITY

PLANNED COMMUNITY

PLANNED COMMUNITY

PLANNED COMMUNITY

PLANNED COMMUNITY

BENCH LAKE

HURRICANE, UT

GENERAL PLAN OVERLAY

PROPOSED MAP

PLANNED COMMUNITY

5. POTENTIAL IMPACTS of GENERAL PLAN AMENDMENT

8.17.26

Summary

The vision for the Bench Lake property is to develop a village of eleven neighborhoods over a long term, with a business model of responsible community stewardship and commitment to high quality placemaking.

Employing standards of traditional town planning, a broad range of land uses shall be organized in the neighborhoods. The balance of commercial and residential uses currently envisioned in the City General Plan map shall be fully pursued with the Bench Lake master plan, and the Amended General Plan map allows for greater flexibility and more effective integration of workplaces and dwellings.

There is no change in the performance, services, and impacts on infrastructure with the Amended General Plan map, because the projected land uses of the Bench Lake master plan (based on the Amended General Plan) are unchanged from the current General Plan.

Streets / Intersections

The Bench Lake master plan fully integrates the current City Streets Master Plan as the primary roadways of the property, and connects to the new SR-7 as prescribed by the Streets Master Plan. As intended, the key E-W connections through the site have been planned consistent with the City's long term goals.

The alignment and interchanges of SR-7 have been planned and built in coordination with the property owner over its entire campaign – bisecting the entire length of the property.

The layout of secondary roadways follows the configuration of the neighborhoods, their centers and the open space defining their edges. Roadways shall be designed as 'complete streets' with all modes of use balanced for safety, pedestrian amenity, and optimal vehicle travel.

Traffic

Configuration of SR-7 intersections with primary roadways is unchanged with the Amendment. Traffic generation shall not increase with the Amended General Plan (as land uses are not intensified with the amendment). Dispersal of traffic is most effectively achieved with the traditional neighborhood street network - in fact, with the design for walkable connectivity between residences, businesses, and central services, traffic shall be reduced.

Water and Sewer

Anticipating no increase in the proposed intensity of land uses with the General Plan amendment – water and sewer burdens should not change. Within the large area of the property, additions to the area water capacity and sewer system have been in planning for several years – to the benefit of surrounding properties as well as to the future uses of Bench Lake.

Storm Drainage

Anticipating no increase in the proposed intensity of land uses with the General Plan amendment – stormwater management shall not be adversely affected. It is assumed that the master plan's substantial allocation of natural open space – and the diverse central public spaces of each neighborhood - shall effectively design for optimum surface water management and re-use.

Power

Anticipating no increase in the proposed intensity of land uses with the General Plan amendment – the quantity and patterns of power consumption shall not be adversely affected. Primary power transmission lines and substations have been in coordination between the City and the property owner for a few years.

Fire Protection

Anticipating no increase in the proposed intensity of land uses with the General Plan amendment – the burden on fire and life safety services shall not increase. Locating police and fire stations within the neighborhoods shall follow naturally from the long term planning of this large property.

Waste Removal

Anticipating no increase in the proposed intensity of land uses with the General Plan amendment – no negative impact on waste services should be planned. The recycling centers to be planned within the neighborhood pattern are intended to support optimal reuse of inorganic and organic material; the latter sustaining community supported agriculture within the Bench Lake community.

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11

S.W. Quadrant

Bench Lake
(Illustration Only)

Light Industry & Business (Planned Area)

INDUSTRY/BUSINESS

General Plan Designation

PLANNED COMMUNITY

Tax Parcels
Bench Lake

H-3-1-32-3201
H-3-2-6-1101
H-3-2-6-2401
H-3-2-6-1201
H-3-2-5-3101
H-3-2-6-2301
H-3-2-6-2201
H-3-2-8-1401
H-3-2-7-2401
H-3-2-7-1101
H-3-2-8-4101
H-3-2-8-210
H-3-2-18-3100
H-3380-B
H-3379
H-3373-A
H-3380-C
H-3374-C
H-3380-D

Bench Lake

9
5
7
8
18
17

ATE ST
40 N
2740 W
CINDE
100 S
50 S
190 S
200 S
250 S
2500 W
2460 W
2390 W
2250 W
70 W
RLINGTON PKY
VALLEY VIEW
280 S

150 S.
650 S.
1300 S.
1500 S.
2300 S.
2500 S.
2800 S.
3000 S.

3070 W.
2900 W.
2600 W.
2400 W.
2100 W.

GENERAL PLAN LAND AREAS — BENCH LAKE

Bench Lake Ownership Parcels	2,576.17 ac.
less Parkway Easement	-113.00 ac.
less Slopes >30%	-148.00 ac.
Net Developable Land Area	2,315.17 ac.

CURRENT PLAN AREAS

			Less Roadway 687 ac Allocation	Net Land Area	
Open Space		387 ac.	less 115 ac.	272 ac.	11.8%
Rural Residence	38 ac.				
Planned Community	940 ac.	1,428 ac.	less 424 ac.	1,004 ac.	43.3%
Neighborhood Commercial	450 ac.				
Light Industry & Business	460 ac.	500 ac.	less 148 ac.	352 ac.	15.2%
General Commercial	40 ac.				
Roadway & Infrastructure				687 ac.	29.7%
Total - Developable Land Area				2,315 ac.	100.0%

PROPOSED PLAN AREAS

	Net Land Area	
Open Space	654 ac.	28.2%
Planned Community	608 ac.	26.3%
Light Industry & Business	366 ac.	15.8%
Roadway & Infrastructure	687 ac.	29.7%
Total Area	2,315 ac.	100.0%