

STATE OF UTAH



OFFICE OF THE LIEUTENANT GOVERNOR

CERTIFICATE OF CREATION

I, Deidre M. Henderson, Lieutenant Governor of the State of Utah, hereby certify that there has been filed in my office a notice of creation for the CORAL JUNCTION PUBLIC INFRASTRUCTURE DISTRICT NO.1, located in HURRICANE CITY, dated January 3, 2022, complying with Section §10-2-425, Utah Code Annotated, 1953, as amended.

Now, therefore, notice is hereby given to all whom it may concern that the attached is a true and correct copy of the notice of annexation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the CORAL JUNCTION PUBLIC INFRASTRUCTURE DISTRICT NO.1, located in Washington County, State of Utah.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the Great Seal of the State of Utah this 3rd day of January, 2022 at Salt Lake City, Utah.



Deidre M. Henderson

DEIDRE M. HENDERSON
Lieutenant Governor

NOTICE OF IMPENDING BOUNDARY ACTION

TO: The Lieutenant Governor, State of Utah

NOTICE IS HEREBY GIVEN that the City Council of the City of Hurricane, Utah (the "Council"), acting in its capacity as the creating entity for the Coral Junction Public Infrastructure District No. 1 (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on May 20, 2021 adopted a *Resolution Providing for the Creation of a Public Infrastructure District*, a true and correct copy of which is attached as EXHIBIT "A" hereto and incorporated by this reference herein (the "Creation Resolution").

A copy of the Final Local Entity Plat satisfying the applicable legal requirements as set forth in Utah Code Ann. §17-23-20, approved as a final local entity plat by the Surveyor of Washington County, Utah, is attached as EXHIBIT "B" hereto and incorporated by this reference. The Council hereby certifies that all requirements applicable to the creation of the District, as more particularly described in the Creation Resolution, have been met. The District is not anticipated to result in the employment of personnel.

WHEREFORE, the Council hereby respectfully requests the issuance of a Certificate of Incorporation pursuant to and in conformance with the provisions of Utah Code Ann. §17B-1-215.

DATED this 20th day of May, 2021.

**CITY COUNCIL, THE CITY OF HURRICANE, UTAH,
acting in its capacity as the creating authority for the
Coral Junction Public Infrastructure District No. 1,**

By: John Beaudell
AUTHORIZED REPRESENTATIVE

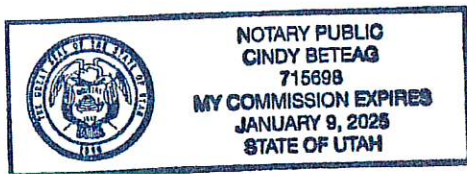
VERIFICATION

STATE OF UTAH)
 :SS.
COUNTY OF WASHINGTON)

SUBSCRIBED AND SWORN to before me this 20th day of

MAY, 2021.

Cindy Beteag
NOTARY PUBLIC



Hurricane, Utah

May 20, 2021

The City Council (the "Council") of the Hurricane City, Utah (the "City"), met in regular session (including by electronic means) on May 20, 2021, at its regular meeting place in Hurricane, Utah at 6:00 p.m., with the following members of the Council being present:

John Bramall	Mayor
Nanette Billings	Council Member
Darin Larson	Council Member
Joseph Prete	Council Member
Dave Sanders	Council Member
Kevin Tervort	Council Member

Also present:

Kaden DeMille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this May 20, 2021, meeting, a copy of which is attached hereto as Exhibit A.

Thereupon, the following Resolution was introduced in writing, read in full and pursuant to motion duly made by Council Member Larson and seconded by Council Member Tervort adopted by the following vote:

AYE: Darin Larson, Kevin Tervort & Dave Sanders

NAY: Joseph Prete & Nanette Billings

The resolution was later signed by the Chair and recorded by the City Recorder in the official records of the City. The resolution is as follows:

WHEREAS, pursuant to the requirements of the Act, there shall be signed, authenticated, and submitted to the Office of the Lieutenant Governor of the State of Utah a Notice of Boundary Action attached hereto as Exhibit C (the “Boundary Notice”) and a Final Entity Plat to be attached thereto as Boundary Notice Exhibit B (the “Plat”).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL, AS FOLLOWS:

1. Terms defined in the foregoing recitals shall have the same meaning when used herein. All action heretofore taken (not inconsistent with the provisions of this Resolution) by the Council and by officers of the Council directed toward the creation and establishment of the District, are hereby ratified, approved and confirmed.

2. The District is hereby created as a local district in accordance with the Governing Document and the Act. The boundaries of the District shall be as set forth in the Governing Document and the Plat.

3. Pursuant to the terms of the PID Act, the Council does hereby approve the annexation of any area within the Annexation Area Boundaries into the District without any further action of the Council or the City and further approves withdrawal of any area within the Initial District Boundaries (as defined in the Governing Document) or Annexation Area Boundaries from the District without any further action, hearings, or resolutions of the Council or the City, upon compliance with the terms of the PID Act and the Governing Document.

4. The Council does hereby authorize the District to provide services relating to the financing and construction of public infrastructure within the Annexation Area upon annexation thereof into the District without further request of the District to the City to provide such service under 17B-1-407, Utah Code Annotated 1953 or resolutions of the City under 17B-1-408, Utah Code Annotated 1953.

5. It is hereby found and determined by the Council that the creation of the District is appropriate to the general welfare, order and security of the City, and the organization of the District pursuant to the PID Act is hereby approved.

6. The Governing Document and the Interlocal Agreement in the form presented to this meeting and attached hereto as Exhibits B and Governing Document Exhibit D are hereby authorized and approved and the District shall be governed by the terms thereof and applicable law.

7. The District Board are hereby appointed as follows:

- (a) Trustee 1 – David Nilsson for an initial six-year term.
- (b) Trustee 2 – Derek Rowley for an initial six-year term.
- (c) Trustee 3 – Walter Hammon for an initial four-year term.

PASSED AND ADOPTED by the City Council of the City of Hurricane, Utah, this
May 20, 2021.

CITY OF HURRICANE, UTAH



By: *John B. Drammall*
Mayor

ATTEST:

By: *Cindy Boteng*
City Recorder

SCHEDULE 1

NOTICE OF MEETING AND AGENDA

3. Consideration and possible **approval of a resolution creating Coral Junction Public Infrastructure District**, appointing boards of trustees therefor, approving governing documents for the Proposed District, approving interlocal agreements with the City and the Proposed District, approving of an annexation area, and all other matters relating to the creation of the Proposed District.
4. Consideration and possible approval on a **proposed zone change and preliminary site plan to update and add to an existing planned development overlay, Copper Rock, now including 1057 acres from the original 864 acres and a total of 2852 units from the original 2200 units**. Totaling in a 2.7 units per acre density. Fairway Vista Estates Applicant, Mike Bradshaw Agent
5. Consideration and possible approval on a proposed **Land Use Code Amendment Title 10-Chapter 39-subsection 15** regarding enforcement and permits within a subdivision
6. Consideration and possible approval on a proposed **Land Use Code Amendment to Title 10-chapter 13, table 10-13-1 regarding minimum lot acreage in RM-2, multifamily 10 units per acre and RM-3, multifamily 15 units per acre. As well as Title 10-chapter 15, table 10-15-1 regarding multifamily use in Commercial Areas in the Downtown area.**
7. Consideration and possible approval on a **zoning map amendment request located at 122 S 200 W from GC, general commercial, to RM-3, multifamily 15 units per acre**. Parcel H-92-A-1-A-1. Sunnie LLC Applicant, Scott Stratton Agent.
8. Consideration and possible approval on a **preliminary plat for Oak Haven, a 39-lot subdivision located on Turf Sod Road and 5140 W**. Monte Slavens Applicant, Civil Science Agent.
9. Discussion and consideration of a possible recommendation on a **preliminary plat for Rock Hollow Subdivision, a 53-lot subdivision located on 1100 W near 3000 S**. Chad Palmer Applicant, Bob Hermandson (Bush & Gudgell, Inc) Agent.
10. Consideration and possible approval of an **amendment to the Sky Mountain Development Agreement**-Greg Sant
11. *Mayor, Council and Staff reports*
12. **Adjournment**

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

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

2021 Hurricane City Annual Meeting Notice

The **City Council** is scheduled to meet on the following dates:

January 7 & 21, February 4 & 18, March 4 & 18, April 1 & 15, May 6 & 20, June 3 & 17, July 1 & 15, August 5 & 19, September 2 & 16, October 7 & 21, November 4 & 18, and December 2 & 16. Meetings are held at 5:00 p.m. at 147 North 870 West.

The **Planning Commission** is scheduled to meet on the following dates:

January 14 & 27, February 11 & 24, March 11 & 24, April 8 & 28, May 13 & 26, June 10 & 23, July 8 & 28, August 12 & 25, September 9 & 22, October 14 & 27, November 17, and December 9. Meetings are held at 6:00 p.m. at 147 North 870 West.

The **Power Board** is scheduled to meet on the following dates:

January 26, February 23, March 30, April 27, May 25, June 29, July 27, August 31, September 28, October 26 and November 30 and December 28. Meetings are held at 3:00 p.m. at 526 West 600 North.

The **Water Board** meetings are scheduled for the following dates:

January 26, February 23, March 30, April 27, May 25, June 29, July 27, August 31, September 28, October 26 and November 30 and December 28. Meetings are held at 6:00 p.m. at 646 West 600 North.

The **Airport Board** meetings are scheduled for the following dates:

January 19, February 16, March 16, April 20, May 18, June 15, July 20, August 17, September 21, October 19, November 16, and December 21. Meetings are held at 9:00 a.m. at 147 North 870 West.

*All meetings are open to the public. Agendas are posted on the city website: cityofhurricane.com and on the Utah Public Notice website: pmn.utah.gov
Any meeting schedule changes will be posted at these same sites.*

**GOVERNING DOCUMENT
FOR**

CORAL JUNCTION PUBLIC INFRASTRUCTURE DISTRICT NO. 1

HURRICANE CITY, UTAH

MAY 20, 2021

IX. ANNUAL REPORT 11
 A. General..... 11
 B. Reporting of Significant Events..... 11

X. DISSOLUTION 12

XI. DISCLOSURE TO PURCHASERS..... 12

XII. INTERLOCAL AGREEMENT..... 13

LIST OF EXHIBITS

EXHIBIT A Legal Descriptions

EXHIBIT B Hurricane City Vicinity Map

EXHIBIT C Initial District and Annexation Area Boundary Map

EXHIBIT D Interlocal Agreement between the District and Hurricane City

which shall not exceed the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties (or repaid from a combination of Assessments and a mill levy). It is the intent of this Governing Document to assure to the extent possible that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy in amount and that no taxable property bear an economic burden that is greater than that associated with the Maximum Debt Mill Levy Imposition Term in duration even under bankruptcy or other unusual situations. Generally, the cost of Public Improvements that cannot be funded within these parameters are not costs to be paid by the District.

II. DEFINITIONS

In this Governing Document, the following terms shall have the meanings indicated below, unless the context hereof clearly requires otherwise:

Annexation Area Boundaries: means the boundaries of the area described in the Annexation Area Boundary Map and as particularly described in **Exhibit A-2** which are approved by the City for annexation or withdrawal from or into the District upon the meeting of certain requirements.

Annexation Area Boundary Map: means the map attached hereto as **Exhibit C-2**, describing the property proposed for annexation within the District.

Approved Development Plan: means a Preliminary Development Plan or other process established by the City for identifying, among other things, Public Improvements necessary for facilitating development for property within the District Area as approved by the City pursuant to the City Code and as amended pursuant to the City Code from time to time. An infrastructure plan approved by the City Manager or Planning Director shall constitute an Approved Development Plan for purposes of Section V.A.8.

Assessment: means assessments levied in an assessment area created within the District.

Board: means the board of trustees of the District.

Bond, Bonds or Debt: means bonds or other obligations, including loans of any property owner, for the payment of which the District has promised to impose an *ad valorem* property tax mill levy, and/or collect Assessments.

City: means Hurricane City, Utah.

City Code: means the City Code of Hurricane City, Utah.

City Council: means the City Council of Hurricane City, Utah.

District: means the Coral Junction Public Infrastructure District No. 1.

District Area: means the property within the Initial District Boundary Map and the Annexation Area Boundary Map.

an individual listed as a public finance advisor in the Bond Buyer's Municipal Market Place; and (iii) is not an officer or employee of the District.

Project: means the development or property commonly referred to as the Coral Junction Commercial Mixed-Use Project.

PID Act: means Title 17D, Chapter 4 of the Utah Code, as amended from time to time and any successor statute thereto.

Public Improvements: means a part or all of the improvements authorized to be planned, designed, acquired, constructed, installed, relocated, redeveloped and financed as generally described in the Local District Act, except as specifically limited in Section V below to serve the future taxpayers and inhabitants of the District Area as determined by the Board.

Regional Improvements: means Public Improvements and facilities that benefit the District Area and which are to be financed pursuant to Section VII below.

State: means the State of Utah.

Taxable Property: means real or personal property within the District Area subject to ad valorem taxes imposed by the District.

Trustee: means a member of the Board.

Utah Code: means the Utah Code Annotated 1953, as amended.

III. BOUNDARIES

The area of the Initial District Boundaries includes approximately 41.78 acres and the total area proposed to be included in the Annexation Area Boundaries is approximately one 17.89 acres. A legal description of the Initial District Boundaries and the Annexation Area Boundaries is attached hereto as **Exhibit A**. A vicinity map is attached hereto as **Exhibit B**. A map of the Initial District Boundaries and Annexation Area Boundaries is attached hereto as **Exhibit C**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17D-4-201, Utah Code, subject to Article V below.

IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately 59.67 acres of mostly undeveloped land. The current assessed valuation of the District Area within the Initial District Boundaries is \$0.00 as it has been owned by the State of Utah and managed by SITLA. This valuation is solely for purposes of this Governing Document, and at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The District is not anticipated to have any residents at buildout.

current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

6. Annexation and Withdrawal.

(a) The District shall not include within its boundaries any property outside the District Area without the prior written consent of the City. The City, by resolution and this Governing Document, has consented to the annexation of any area within the Annexation Area Boundaries into the District. Such area may only be annexed upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be annexed and the passage of a resolution of the Board approving such annexation. In addition, any portion of the Annexation Area Boundaries outside of the incorporated boundaries of the City may only be annexed into the District upon (i) annexation of such property into the City or (ii) adoption of a resolution of Washington County authorizing such annexation into the District.

(b) The City, by resolution and this Governing Document, has consented to the withdrawal of any area within the District Boundaries from the District. Such area may only be withdrawn upon the District obtaining consent of all property owners and registered voters, if any, within the area proposed to be withdrawn and the passage of a resolution of the Board approving such annexation.

(c) Any annexation or withdrawal shall be in accordance with the requirements of the PID Act.

(d) Upon any annexation or withdrawal, the District shall provide the City a description of the revised District Boundaries.

(e) Annexation or withdrawal of any area in accordance with V.A.6(a) and (b) shall not constitute an amendment of this Governing Document.

7. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

8. Initial Debt Limitation. On or before the effective date of approval by the City of an Approved Development Plan, the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any Assessments used for the purpose of repayment of Debt.

costs for the Project will be approximately Ten Million Dollars (\$10,000,000), subject to change based on market conditions, fluctuating cost of labor and materials, design changes, and inflation.

All of the Public Improvements will be designed in such a way as to assure that the Public Improvements standards will be compatible with those of the City and/or any other applicable public entity and shall be in accordance with the requirements of the Approved Development Plan. All construction cost estimates are based on the assumption that construction conforms to applicable local, State or Federal requirements.

VI. THE BOARD OF TRUSTEES

A. Board Composition. The Board shall be composed of three Trustees who shall be appointed by the City Council pursuant to the PID Act. Any Trustee appointed by the City Council shall be an owner of land or an agent or officer of the owner of land within the boundaries of the District. Trustees 1, 2, and 3 shall be at large seats. Trustee terms shall be staggered with initial terms as follows: Trustees 1 and 3 shall serve an initial term of six (6) years; Trustee 2 shall serve an initial term of four (4) years. In accordance with the PID Act, appointed Trustees shall not be required to be residents of the District.

B. Transition to Elected Board. Because there are not anticipated to be any residents within the District, the Board shall continue to be appointed by the City Council and comprised of owners of land or agents and officers of an owner of land within the boundaries of the District.

C. Reelection and Reappointment. Upon the expiration of a Trustee's respective term, any seat which has not transitioned to an elected seat shall be appointed by the City Council pursuant to the PID Act. In the event that no qualified candidate files to be considered for appointment or files a declaration of candidacy for a seat, such seat may be filled pursuant to the Local District Act and in accordance with the PID District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District Act and in accordance with the PID Act.

E. Compensation. Only Trustees who are residents of the District may be compensated for services as Trustee. Such compensation shall be in accordance with State Law.

F. Conflicts of Interest. Trustees shall disclose all conflicts of interest. Any Trustee who discloses such conflicts in accordance with 17D-4-202 and 67-16-9, Utah Code, shall be entitled to vote on such matters.

VII. REGIONAL IMPROVEMENTS

The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

a series of bonds after a period exceeding Forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

E. Debt Repayment Sources.

The District may impose a mill levy on taxable property within its boundaries as a primary source of revenue for repayment of debt service. The District may also rely upon various other revenue sources authorized by law. At the District’s discretion, these may include the power to assess Assessments, penalties, or charges, including as provided in Section 17D-4-304, Utah Code, as amended from time to time. Except as described in Section VIII.C(a), the debt service mill levy in the District shall not exceed the Maximum Debt Mill Levy or, the Maximum Debt Mill Levy Imposition Term, except for repayment of General Obligation Debt.

The District shall not be permitted to charge an End User the costs of any portion of a Public Improvement for which such End User has already paid or is presently obligated to pay through any combination of mill levy, Assessment, or impact fee. This provision shall not prohibit the division of costs between mill levies, Assessments, or impact fees, but is intended to prevent double taxation of End Users for the costs of Public Improvements.

F. Debt Instrument Disclosure Requirement.

In the text of each Bond and any other instrument representing and constituting Debt, the District shall set forth a statement in substantially the following form:

By acceptance of this instrument, the owner of this Bond agrees and consents to all of the limitations in respect of the payment of the principal of and interest on this Bond contained herein, in the resolution of the District authorizing the issuance of this Bond and in the Governing Document for creation of the District.

Similar language describing the limitations in respect of the payment of the principal of and interest on Debt set forth in this Governing Document shall be included in any document used for the offering of the Debt for sale to persons, including, but not limited to, a developer of property within the boundaries of the District.

G. Security for Debt.

The District shall not pledge any revenue or property of the City as security for the indebtedness set forth in this Governing Document. Approval of this Governing Document shall not be construed as a guarantee by the City of payment of any of the District’s obligations; nor shall anything in the Governing Document be construed so as to create any responsibility or liability on the part of the City in the event of default by the District in the payment of any such obligation.

H. District’s Operating Costs.

8. A table summarizing total debt authorized and total debt issued by the District as well as any presently planned debt issuances;

9. Official statements of current outstanding bonded indebtedness, if not previously provided to the City;

10. Current year budget including a description of the Public Improvements to be constructed in such year;

11. The District's financial statements, for the previous fiscal year, such statements shall be audited if required pursuant to State law or relevant bond documents (such statements shall be submitted within 30 days of completion if completed after 180 days following the end of the fiscal year);

12. Notice of any uncured events of default by the District, which continue beyond a 90 day period, under any Debt instrument; and

13. Any inability of the District to pay its obligations as they come due, in accordance with the terms of such obligations, which continue beyond a 90 day period.

X. DISSOLUTION

Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the District agrees to file petitions for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District has provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

XI. DISCLOSURE TO PURCHASERS

Within thirty (30) days of the City adopting a resolution creating the District, the Board shall record a notice with the recorder of Washington County. Such notice shall (a) contain a description of the boundaries of the District, (b) state that a copy of this Governing Document is on file at the office of the City, (c) state that the District may finance and repay infrastructure and other improvements through the levy of a property tax; (d) state the Maximum Debt Mill Levy of the District; and (d) if applicable, stating that the debt may convert to general obligation debt and outlining the provisions relating to conversion. Such notice shall further be filled with the City.

In addition, the Applicant and the Board shall ensure that the Applicant, commercial developers, and commercial lessors, as applicable, disclose the following information to End Users:

- (1) All of the information in the first paragraph of this XI;
- (2) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

EXHIBIT A

Legal Description of the Initial District Boundaries

FHCD West Parcels Area 12

Beginning at a point which is North 00°22'33" West 1079.14 along the East section line and North 90°00'00" West 721.60 feet from the East 1/4 Corner of Section 5, Township 42 South, Range 14 West, Salt Lake Base and Meridian, said point also being on the Easterly Right of Way of Coral Canyon Boulevard, recorded as Record No. 939387, Book 1734, Page 0338, on April 19, 2005 in the office of the Washington County Recorder, in said County, in the State of Utah; and running thence along said Right of Way for the following three (3) courses; North 14°09'00" West 192.05 feet; thence South 75°51'00" West 90.00 feet; thence South 14°09'00" East 148.52 feet to a point on the Northerly Right of Way of the SR-9 on ramp; thence along said right of way for the following two (2) courses: South 75°51'00" West 153.78 feet to the point of curvature of a curve to the right having a radius of 494.00 feet; thence Northwesterly 250.15 feet along the arc of said curve through a central angle of 29°00'49" to a point of non-tangency, said point also being on the Northeasterly Right of Way of SR-9; thence along said Right of Way through the following three (3) courses: North 49°10'23" West 547.14 feet; thence North 08°59'29" West 365.72 feet; thence North 17°45'55" East 246.02 feet to a point on Southeasterly Right of Way line of Interstate 15; thence along said Right of Way North 63°12'34" East 1717.59 feet; thence leaving said Right-of-Way line South 26°49'30" East 98.13 feet to a point on the arc of a curve to the left having a radius of 790.00 feet said point also being on the Northwesterly Right of Way of Foothills Canyon Drive, recorded as Document #20080030227 on July 29, 2008 in the office of said County Recorder; thence Southwesterly 339.92 feet along the arc of said curve feet through a central angle of 24°39'11", the radial direction bears South 54°51'52" East, to the point of compound curvature of a curve to the left having a radius of 790.00 feet, said point also being a point on the Easterly Right of Way of Foothills Canyon Drive, recorded as Document #20080025120 on June 16, 2008 in the office of said County Recorder thence along said Right of Way for the following five (5) courses: Southwesterly 258.49 feet along the arc of said curve through a central angle of 18°44'49" to the point of tangency; thence South 08°15'52" East 348.31 feet to the point of curvature of a curve to the right having a radius of 685.00 feet; thence Southwesterly 633.65 feet along the arc of said curve through a central angle of 53°00'02" to the point of reverse curvature of a curve to the left having a radius of 5000.00 feet; thence Southwesterly 75.64 feet along the arc of said curve through a central angle of 00°52'00" to the point of reverse curvature of a curve to the right having a radius of 282.23 feet; thence Southwesterly 20.97 feet along the arc of said curve through a central angle of 04°15'29" to a point on the arc of a non-tangent curve to the right having a radius of 288.20 feet, said point also being on the Northerly Right of Way of Foothills Canyon Drive, recorded as Record No. 939387, Book 1734, Page 0338, on April 19, 2005 in the office of said County Recorder; thence along said Right of Way for the following four (4) courses: Southwesterly 171.78 feet along the arc of said curve through a central angle of 34°09'03", the radial direction bears North 41°28'15" West, to the point of reverse curvature of a curve to the left having a radius of 535.00 feet; thence Southwesterly 63.78 feet along the arc of said curve through a central angle of 06°49'48" to the point of tangency; thence South

EXHIBIT A-2

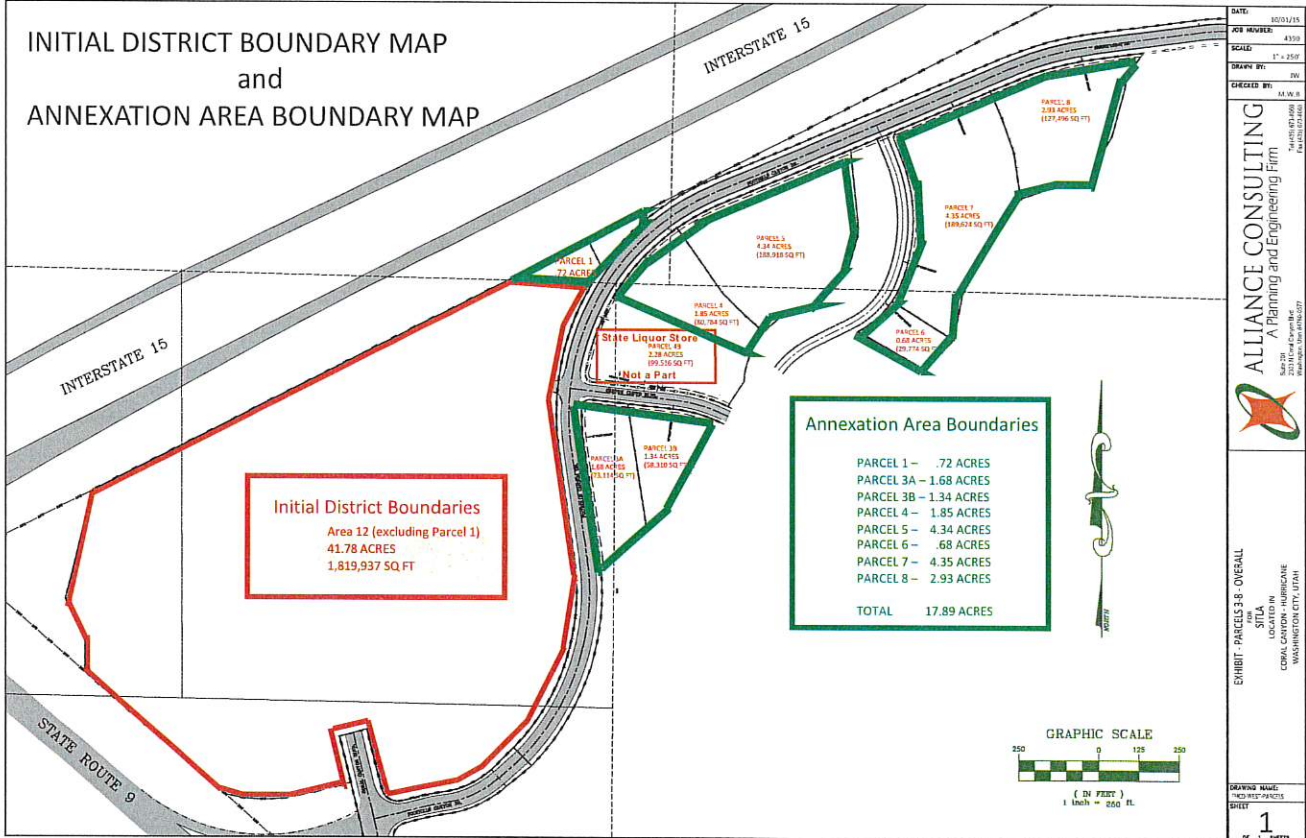
Annexation Area Boundaries

Annexation Parcels				
Parcel	Area in Acres		Area in SF	
1	0.72	AC	31,363	SF
3A	1.68	AC	73,114	SF
3B	1.34	AC	58,310	SF
4	1.85	AC	80,784	SF
4B	Not a Part			
5	4.34	AC	188,918	SF
6	0.68	AC	29,774	SF
7	4.35	AC	189,624	SF
8	2.93	AC	127,496	SF
Total	17.89	AC	779,383	SF

[Is There a legal description?]

EXHIBIT C

Initial District and Annexation Area Boundary Map



spaces (including but not limited to parks, community centers or plazas) to be dedicated to the City without written consent of the City.

3. Construction Standards. The District will ensure that the Public Improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction, as applicable. The District will obtain the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of Public Improvements prior to performing such work.

4. Issuance of Privately Placed Debt. Prior to the issuance of any privately placed Debt, the District shall obtain the certification of a Municipal Advisor substantially as follows:

We are [I am] a Municipal Advisor within the meaning of the District's Governing Document.

We [I] certify that (1) the net effective interest rate to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

5. Inclusion Limitation. The District shall not include within any of their boundaries any property outside the District Area without the prior written consent of the City. By the Governing Document, the City has consented to the annexation or withdrawal of any area within the Annexation Area into or from the District Boundaries. The District shall not include within any of its boundaries any property inside the inclusion area boundaries without the prior written consent of the City except upon petition of the surface property owners of 100 percent of such property and/or 100 percent of registered voters within the area to be included, as applicable, as provided in Section 17D-4-201(3), Utah Code. In addition, any portion of the Annexation Area Boundaries outside of the incorporated boundaries of the City may only be annexed into the District upon (i) annexation of such property into the City or (ii) adoption of a resolution of Washington County authorizing such annexation into the District.

6. Overlap Limitation. The District shall not consent to the organization of any other public infrastructure district organized under the PID Act within the District Area which will overlap the boundaries of the District unless the aggregate mill levy for payment of Debt of such proposed districts will not at any time exceed the Maximum Debt Mill Levy of the District.

7. Initial Debt. On or before the effective date of approval by the City of an Approved Development Plan (as defined in the Governing Document), the District shall not: (a) issue any Debt; nor (b) impose a mill levy for the payment of Debt by direct imposition or by transfer of funds from the operating fund to the Debt service funds; nor (c) impose and collect any fees used for the purpose of repayment of Debt.

“Under the maximum property tax rate of the District, **for every \$100,000 of taxable value**, there would be an **additional annual property tax of \$1,000** for the duration of the District’s Bonds.”

(c) Such disclosures shall be contained on a separate-colored page of the applicable closing or lease documents and shall require a signature of such end user acknowledging the foregoing.

12. Governing Document Amendment Requirement. Actions of the District which violate the limitations set forth in V.A.1-9 or VIII.B-G of the Governing Document shall be deemed to be material modifications to the Governing Document and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the District.

13. Annual Report. The District shall be responsible for submitting an annual report to the City Manager’s Office no later than 180 days following the closing of the District’s fiscal year, containing the information set forth in Section VIII of the Governing Document.

14. Regional Improvements. The District shall be authorized to provide for the planning, design, acquisition, construction, installation, relocation and/or redevelopment and a contribution to the funding of the Regional Improvements and fund the administration and overhead costs related to the provisions of the Regional Improvements.

15. Maximum Debt Mill Levy.

(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose upon the taxable property within the District for payment of Limited Tax Debt shall be 0.010 per dollar of taxable value of taxable property in the District; provided that such levy shall be subject to adjustment as provided in Section 17D-4-301(8).

(b) Such Maximum Debt Mill Levy may only be amended pursuant to a Governing Document Amendment and as provided in Section 17D-4-202.

16. Maximum Debt Mill Levy Imposition Term. Each bond issued by the District shall mature within thirty-one (31) years from the date of issuance of such bond. In addition, no mill levy may be imposed for the repayment of a series of bonds after a period exceeding forty (40) years from the first date of imposition of the mill levy for such bond (the “Maximum Debt Mill Levy Imposition Term”).

17. Notices. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the District: Coral Junction Public Infrastructure District No. 1
604 Churchill Drive
St. George UT 84790

confer upon, or to give to, any person other than the District and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the City shall be for the sole and exclusive benefit of the District and the City.

26. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

28. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

29. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Governing Document.

EXHIBIT C

NOTICE OF BOUNDARY ACTION

