

STATE OF UTAH



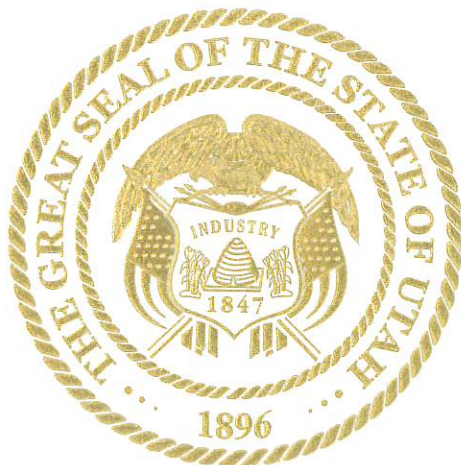
OFFICE OF THE LIEUTENANT GOVERNOR

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 BENCH LAKE PUBLIC INFRASTRUCTURE DISTRICT, located in HURRICANE CITY, dated NOVEMBER 8, 2022, complying with Section §17B-1-215, 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 creation, referred to above, on file with the Office of the Lieutenant Governor pertaining to the BENCH LAKE PUBLIC INFRASTRUCTURE DISTRICT, 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 8<sup>th</sup> day of November, 2022 at Salt Lake City, Utah.



A handwritten signature in black ink that reads "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 Bench Lake Public Infrastructure District (the "District"), at a regular meeting of the Council, duly convened pursuant to notice, on March 23, 2022 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 23 day of March, 2022.

**CITY COUNCIL, THE CITY OF HURRICANE, UTAH,  
acting in its capacity as the creating authority for the  
Bench Lake Public Infrastructure District**

By: *Nanette Billings*  
AUTHORIZED  
REPRESENTATIVE

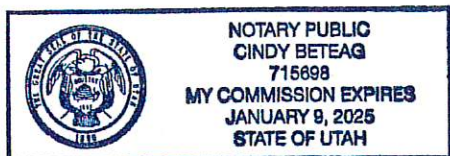
**VERIFICATION**

STATE OF UTAH )  
 )  
 ) :ss.  
 )  
COUNTY OF WASHINGTON )

SUBSCRIBED AND SWORN to before me this 23 day of

March, 2022.

*Cindy Beteng*  
NOTARY PUBLIC



Hurricane, Utah

March 23, 2022

The City Council (the "Council") of Hurricane City, Utah (the "City"), met in regular session (including by electronic means) on March 23, 2022, at its regular meeting place in Hurricane, Utah at 6:00 p.m., with the following members of the Council being present:

Nanette Billings	Mayor
Joseph Prete	Councilmember
Dave Sanders	Councilmember
David Hirschi	Councilmember
Doug Heideman	Councilmember
Kevin Thomas	Councilmember

Also present:

Kaden DeMille	City Manager
Cindy Beteag	City Recorder

Absent:

After the meeting had been duly called to order and after other matters not pertinent to this Resolution had been discussed, the City Recorder presented to the Council a Certificate of Compliance with Open Meeting Law with respect to this March 23, 2022, 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 Councilmember Kevin Thomas and seconded by Councilmember Dave Sanders adopted by the following vote:

AYE: Kevin Thomas, David Sanders, Doug Heideman

NAY: David Hirschi, Joseph Prete

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

WHEREAS, the hearing on the Petition was held at the City Hall because there is no reasonable place to hold a public hearing within the District's boundaries, and the hearing at the City Hall was held as close to the applicable area as reasonably possible; and

WHEREAS, the City mailed or caused to be mailed prior notice of the hearing to each of the Property Owners in compliance with Section 17B-1-211(1)(b) of the Act; and

WHEREAS, none of the Property Owners submitted a withdrawal of consent to the creation of the District before the public hearing on the Petition; and

WHEREAS, each board member appointed under this Resolution has previously filed with the City a disclosure of business relationships in compliance with Section 17D-4-202(9) of the PID Act; and

WHEREAS, according to attestations filed with the City, each board member appointed under this Resolution is registered to vote at their primary residence and is further eligible to serve as a board member of the District under Section 17D-4-202(3)(c) of the PID Act because they are agents of property owners within the District boundaries (as further set forth in the Petition); and

WHEREAS, the governance of the District shall be in accordance with the PID Act and the terms of a governing document (the "Governing Document") attached hereto as Exhibit B and an Interlocal Agreement between the City and the District, attached to the Governing Document as Governing Document Exhibit C; and

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 Appendix B (or as shall be finalized in accordance with the boundaries approved hereunder) (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 separate entity from the City 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.

PASSED AND ADOPTED by the City Council of the City of Hurricane, Utah, this March 23, 2022.



CITY OF HURRICANE, UTAH

By: Nanette Billings  
Mayor

ATTEST:

By: Cindy Boteng  
City Recorder

STATE OF UTAH )  
 : ss.  
COUNTY OF WASHINGTON )

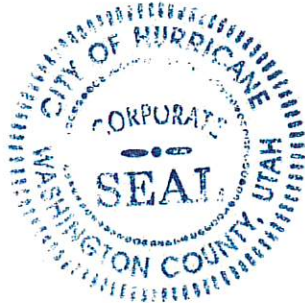
I, Cindy Beteag, the undersigned duly qualified and acting City Recorder of the City of Hurricane, Utah (“the City”), do hereby certify as follows:

The foregoing pages are a true, correct, and complete copy of the record of proceedings of the City Council (the “Council”), had and taken at a lawful meeting of the Council on March 23, 2022, commencing at the hour of 6:00 p.m., as recorded in the regular official book of the proceedings of the Council 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.

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the City, this March 23, 2022.

By: Cindy Beteag  
City Recorder



SCHEDULE 1

NOTICE OF MEETING AND AGENDA

5. Consideration for adoption of a **resolution of the City Council of Hurricane City, Utah, providing for the creation of Bench Lake Public Infrastructure District** as an independent body corporate and politic; authorizing and approving a governing document, an interlocal agreement, and a notice of boundary action; and related matters

#### **NEW BUSINESS**

1. Consideration and possible approval of **awarding the bid for the Sand Hollow well**
2. Consideration and possible approval of a **resolution appointing Nanette Billings to the Hurricane Valley Fire District Board**
3. **Executive Session**

#### **Adjournment**

I hereby certify that the above notice was posted to the city website, ([www.cityofhurricane.com](http://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



## 2022 Hurricane City Annual Meeting Notice

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

January 6 & 20, February 3 & 17, March 3 & 17, April 7 & 21, May 5 & 19, June 2 & 16, July 7 & 21, August 4 & 18, September 1 & 15, October 6 & 20, November 3 & 17, and December 1 & 15. 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 13 & 26, February 13 & 26, March 10 & 23, April 14 & 27, May 12 & 25, June 9 & 22, July 14 & 27, August 11 & 24, September 8 & 28, October 13 & 26, November 10, and December 8. 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 25, February 22, March 22, April 26, May 24, June 28, July 26, August 30, September 27, October 25 and November 29 and December 27. Meetings are held at 3:00 p.m. at 526 West 600 North.

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

January 25, February 22, March 22, April 26, May 24, June 28, July 26, August 30, September 27, October 25 and November 29 and December 27. Meetings are held at 6:00 p.m. at 646 West 600 North.

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

January 18, February 15, March 15, April 19, May 17, June 21, July 19, August 16, September 20, October 18, November 15, and December 20. 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](http://cityofhurricane.com) and on the Utah Public Notice website: [pmn.utah.gov](http://pmn.utah.gov)  
Any meeting schedule changes will be posted at these same sites.*

**GOVERNING DOCUMENT  
FOR  
BENCH LAKE PUBLIC INFRASTRUCTURE DISTRICT  
HURRICANE CITY, UTAH**

**March 23, 2022**

IX.	ANNUAL REPORT .....	13
	A.    General.....	13
	B.    Reporting of Significant Events.....	14
X.	DISSOLUTION .....	15
XI.	DISCLOSURE TO PURCHASERS.....	15
XII.	INTERLOCAL AGREEMENT.....	15

LIST OF EXHIBITS

<b>EXHIBIT A</b>	Initial District Boundary Map, Annexation Area Boundary Map, Legal Descriptions
<b>EXHIBIT B</b>	Pre-Requisite Improvements Estimate Details
<b>EXHIBIT C</b>	Interlocal Agreement between the District and Hurricane City

the Maximum Debt Mill Levy on taxable properties and which shall not exceed the Maximum Debt Mill Levy Imposition Term on taxable properties. 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 which have been 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 depicting the Annexation Area Boundaries attached hereto as **Exhibit A**, describing the property proposed for annexation within the District.

Approved Development Plan: means, collectively, all development plans 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. For purposes of this Governing Document, the entitlements approved for the Projects, including Balance of Nature, Calypso Ridge, and entitlements approved for any other property included in the Initial District Boundaries prior to the date of approval of this Governing Document, shall constitute an Approved Development Plan.

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.

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 Bench Lake Public Infrastructure District.

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, collectively, the developments or properties commonly referred to as the Balance of Nature and Calypso Ridge projects, and any other development projects in the Initial District Boundaries which have received development entitlements prior to the approval of this Governing Document.

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 one thousand three hundred twenty (1319.574) acres and the total area proposed to be included in the Annexation Area Boundaries is approximately five thousand fifty-eight (5,057.679) acres and includes all property within the District. Maps of the Initial District Boundaries and Annexation Area Boundaries, a vicinity map, and legal descriptions of the Initial District Boundaries and the Annexation Area Boundaries are attached hereto together as **Exhibit A**. It is anticipated that the District's boundaries may change from time to time as it undergoes annexations and withdrawals pursuant to Section 17B-4-201, Utah Code, subject to Article V below.

### IV. PROPOSED LAND USE/POPULATION PROJECTIONS/ASSESSED VALUATION

The District Area consists of approximately five thousand fifty-eight (5,057.679) acres of mostly undeveloped land. The current assessed valuation of the District Area at build out, is expected to be sufficient to reasonably discharge the Debt under the Financial Plan. The population of the initial District Boundary at build-out is estimated to be approximately 12,000 people; the population of the entire District Area is anticipated to be much larger, and highly dependent on approved development plans upon each given property in the District Area.

those in paragraph (b), as they are anticipated to be constructed substantially in tandem.

(d) *Master Planned Trails and Sidewalks.* Installation of 12' paved trail and 5' sidewalks, including all associated curb and gutter, all to City standards, along the route of the master planned public roadways described in (c) above. Total estimated cost \$4,928,000.

It is anticipated that the District will have the capacity to finance the Pre-Requisite Improvements. **Exhibit B** provides an estimate of the total costs of all the Pre-Requisite Improvements described above, including additional details.

In the event that the financing capacity of the District, including all property annexed therein, is not sufficient to fully finance all of the Pre-Requisite Improvements, then the District will obtain what financing it can for the Pre-Requisite Improvements, and with said financing will either (a) complete such Pre-Requisite Improvements as can be completed with available financing, as said improvements are prioritized by the City; (b) dedicate the funds obtained by said financing toward the cost of completion of the Pre-Requisite Improvements by the City or other appropriate public utility agency(ies); or (c) some combination of (a) and (b), as agreed by the City.

The Pre-Requisite Improvements may be funded either through issuance of bonds or other sources of funds (such as developer contributions), but must be fully funded before other non-Pre-Requisite Improvements are financed through the District.

Any impact fee reimbursements or credits which become available due to the financing of public improvements by the District shall be for the benefit of the District and not any developer. The specifics of the scope and availability of impact fee reimbursements shall be reserved and may be addressed in a future interlocal agreement between the City and the District.

In the event that the Pre-Requisite Improvements are fully funded, and additional PID funds are still available, then said funds may be applied to additional Public Improvements approved by the City Council on a case-by-case basis.

2. Operations and Maintenance Limitation. The purpose of the District is to plan for, design, acquire, construct, install, relocate, redevelop and finance the Public Improvements. The District shall dedicate the Public Improvements to the City or other appropriate public entity or owners association in a manner consistent with the Approved Development Plan and other rules and regulations of the City and applicable provisions of the City Code. Trails which are interconnected with a city or regional trail system shall be open to the public free of charge and on the same basis as residents and owners of taxable property within the District.

3. Improvements Limitation. Notwithstanding the provisions of Section V.A.1 or 2 above, without written authorization of the City, the District shall not be authorized to

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.

8. Overlap Limitation. The District shall not impose aggregate mill levy for payment of Debt that exceeds the Maximum Debt Mill Levy of the District. 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, or unless such other district is approved by the City.

9. 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.

10. Total Debt Issuance Limitation. The District shall not issue Debt in excess of an aggregate amount of One Hundred Ten Million Dollars (\$110,000,000). This amount excludes any portion of bonds issued to refund a prior issuance of debt by the District. In the event two or more districts create an interlocal agency to issue debt, only the par amount issued by such agency shall count against the Total Debt Issuance Limitation rather than the individual amounts pledged by each district.

11. Eminent Domain. In no event shall any District have authority to exercise eminent domain or utilize any funds of the District to support any eminent domain action or proceeding without the prior approval of the City Council.

12. Bankruptcy Limitation. All of the limitations contained in this Governing Document, including, but not limited to, those pertaining to the Maximum Debt Mill Levy, Maximum Debt Mill Levy Imposition Term and the Fees have been established under the authority of the City to approve a Governing Document with conditions pursuant to Section 17D-4-201(5), Utah Code. It is expressly intended that such limitations:

(a) Shall not be subject to set-aside for any reason or by any court of competent jurisdiction, absent a Governing Document Amendment; and

(b) Are, together with all other requirements of Utah law, included in the "political or governmental powers" reserved to the State under the U.S. Bankruptcy Code (11 U.S.C.) Section 903, and are also included in the "regulatory or electoral approval necessary under

B. Transition to Elected Board. Upon incorporation, the District shall estimate the total number of residential units within the District at full buildout of the property within the District (the "Anticipated REs"). Upon any annexation or withdrawal in accordance with this Governing Document, any affected District may adjust its Anticipated REs to reflect such boundary change. Respective board seats shall transition from appointed to elected seats according to the following milestones:

1. Trustee 1. Trustee 1 shall transition to an elected seat upon certificates of occupancy being issued for fifty percent (50%) of the Anticipated REs.

2. Trustee 2. Trustee 2 shall transition to an elected seat upon certificates of occupancy being issued for sixty-two and a half percent (62.5%) of the Anticipated REs.

3. Trustee 3. Trustee 3 shall transition to an elected seat upon certificates of occupancy being issued for seventy-five percent (75%) of the Anticipated REs.

4. Trustee 4. Trustee 4 shall transition to an elected seat upon certificates of occupancy being issued for eighty-two and a half percent (82.5%) of the Anticipated REs.

5. Trustee 5. Trustee 5 shall transition to an elected seat upon certificates of occupancy being issued for ninety percent (90%) of the Anticipated REs.

Notwithstanding the foregoing, any board seats which have not yet transitioned to an elected seat shall transition after twelve (12) years have passed from the date of issuance of a certificate of creation for the District. No transition pursuant to this Section shall become effective until the next scheduled regular election of the District. Registered voters within this Section shall mean voters whose "principal place of residence," as that term is defined under Utah Code 20A-2-105(1)(a), is within 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 and any seat which has transitioned to an elected seat shall be elected pursuant to an election held for such purpose. 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 in accordance with the Local District Act.

D. Vacancy. Any vacancy on the Board shall be filled pursuant to the Local District 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.



(a) The “Maximum Debt Mill Levy” shall be the maximum mill levy the District is permitted to impose in upon the taxable property within the District for payment of Limited Tax Debt, and shall be 0.003 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), Utah Code. Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

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

(c) It is anticipated that the District may overlap with one or more of the Sand Hollow Mesa Public Improvement Districts (“SHMPIDs”) approved by the City, given that the improvements proposed to be financed by the District shall also benefit the area of the SHMPIDs. The District may also overlap with another district or districts approved by the City. Each of the SHMPIDs are forbidden from levying in any overlap area an aggregate mill levy which exceeds 0.0045, which is the Maximum Debt Mill Levy of the SHMPIDs. The aggregate mill levy of the District, the SHMPIDs, and any other overlapping district together shall not in any event be permitted to exceed the Maximum Debt Mill Levy of the SHMPIDs, on any property located within both the District and any of the SHMPIDs, or the District and any other district.

D. 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”).

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 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 or impact fee. This provision shall not prohibit the division of costs between mill levies 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:

The District shall be responsible for submitting an annual report to the City Manager's Office no later than 180 days following the end of the District's fiscal year.

B. Reporting of Significant Events.

The annual report shall include information as to any of the following:

1. Boundary changes made or proposed to the District's boundary as of December 31 of the prior year.
2. List of current interlocal agreements, if changed (to be delivered to the City upon request);
3. Names and terms of Board members and officers and progress towards milestones required for transition to elected Board;
4. District office contact information;
5. Rules and regulations of the District regarding bidding, conflict of interest, contracting, and other governance matters, if changed;
6. A summary of any litigation which involves the District Public Improvements as of the last day of the prior fiscal year;
7. Status of the District's construction of the Public Improvements as of last day of the prior fiscal year and listing all facilities and improvements constructed by the District that have been dedicated to and accepted by the City as of the last day of the prior fiscal year;
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 thirty (30) days of completion if completed after one hundred eighty (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 ninety (90) day period.

**EXHIBIT A**

Initial District Boundary Map

Annexation Area Boundary Map

Legal Descriptions

*(see following pages)*



**PARCEL SUMMARY FOR:  
BENCH LAKE ANNEXATION BOUNDARY**

LOCATED IN SECTION 32, T4S, R9W, S1&2E  
WASHINGTON COUNTY, UTAH

W	H-3400-O	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3400-P	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3400-S	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3400-T	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-B-2	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-C-2	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-D	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-E	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-F	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-G	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-H	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-I	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3409-J	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-B	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-C	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-D	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-E	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-F	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-G	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-H	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-I	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3410-J	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-A	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-C	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-D	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-E	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-F	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-G	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-H	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-I	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-J	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-K	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3421-L	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3422	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
W	H-3422-B	TOUQUERVILLE ENTERPRISES L C	770 PORTO MID WAY LAS VEGAS, NV 89138
WW	H-3403-E-3	FOISY STEVE E	2105 S BALBOA WAY # B SAINT GEORGE, UT 84770
X	H-3381	WAVSS LLC	2514 W SPILSBURY CT HURRICANE, UT 84737
XX	H-3403-A	GERONDALE LESLIE L	5376 W 3160 S HURRICANE, UT 84737
Y	H-3383-A-1	HURRICANE ENTERPRISES LTD	485 WESTMINSTER DR MORAGA, CA 94556-2318
Y	H-3386-A	HURRICANE ENTERPRISES LTD	485 WESTMINSTER DR MORAGA, CA 94556-2318
Y	H-3387	HURRICANE ENTERPRISES LTD	485 WESTMINSTER DR MORAGA, CA 94556-2318
Y	H-3388-A-1	HURRICANE ENTERPRISES LTD	485 WESTMINSTER DR MORAGA, CA 94556-2318
Y	H-3389-A-2-A	HURRICANE ENTERPRISES LTD	485 WESTMINSTER DR MORAGA, CA 94556-2318
Y	H-3389-B	HURRICANE ENTERPRISES LTD	485 WESTMINSTER DR MORAGA, CA 94556-2318
YY	H-3405-A	JAXSON PARK LLC	599 CYNTHIA LN SANTA CLARA, UT 84765
Z	H-3392	HEATON STEVE M & JUDY H	483 N 500 W SAINT GEORGE, UT 84770-4522

NO.	DESCRIPTION	DATE	BY

PROVALLE ENGINEERING, INC.  
Engineers, Land Surveyors, and Planners  
27 East Red Lake Blvd.  
P.O. Box 444-8071  
Provo, UT 84601



PARCEL SUMMARY SHEET FOR:  
**BENCH LAKE ANNEXATION BOUNDARY**  
LOCATED IN SECTION 32, T4S, R9W, S1&2E

DATE: 11-14-2022  
JOB NO.: 22-001  
SHEET NO.: 4 OF 5

BENCH LAKE PID ANNEXATION AREA LEGAL DESCRIPTION

BEGINNING AT THE SOUTH QUARTER CORNER OF SECTION 30, TOWNSHIP 42 SOUTH, RANGE 13 WEST, SALT LAKE BASE AND MERIDIAN;  
THENCE N00°59'39"E ALONG THE QUARTER SECTION LINE, 2638.58 FEET;  
THENCE S88°53'37"E ALONG THE QUARTER SECTION LINE, 1319.53 FEET;  
THENCE N00°59'56"E ALONG THE SIXTEENTH SECTION LINE, 2638.18 FEET;  
THENCE N01°00'48"E ALONG THE SIXTEENTH SECTION LINE, 2638.00 FEET;  
THENCE S89°15'50"E 330.11 FEET; THENCE N01°01'40"E 329.70 FEET;  
THENCE N88°58'43"W 329.86 FEET; THENCE N01°01'10"E ALONG THE SIXTEENTH SECTION LINE, 987.99 FEET;  
THENCE S89°04'52"E 659.81 FEET; THENCE N01°02'54"E 657.94 FEET; THENCE N88°54'27"W 989.57 FEET;  
THENCE S01°02'06"W 659.33 FEET; THENCE N89°02'02"W 988.36 FEET;  
THENCE N01°00'00"E ALONG THE QUARTER SECTION LINE, 1319.22 FEET TO THE NORTH QUARTER CORNER OF SECTION 19;  
THENCE S89°00'06"E ALONG THE NORTH SECTION LINE OF SECTION 19, 2637.77 FEET;  
THENCE N00°59'56"E 2642.84 FEET TO THE WEST QUARTER CORNER OF SECTION 17;  
THENCE N01°01'19"E ALONG THE QUARTER SECTION LINE, 2646.04 FEET TO THE NORTHWEST CORNER OF SECTION 17;  
THENCE S88°56'36"E ALONG THE NORTH SECTION LINE OF SECTION 17, 2639.07 FEET TO THE SOUTH QUARTER CORNER OF SECTION 8;  
THENCE N01°08'26"E ALONG THE QUARTER SECTION LINE, 2634.49 FEET;  
THENCE N01°08'26"E 2634.72 FEET; THENCE S88°47'28"E 1315.03 FEET;  
THENCE S88°57'16"E 1318.08 FEET; THENCE N01°02'56"E 1319.18 FEET;  
THENCE N88°54'37"W 1318.70 FEET; THENCE N01°01'11"E 4119.90 FEET;  
THENCE S88°54'25"E 1128.76 FEET; THENCE S71°09'29"E 622.23 FEET;  
THENCE S44°18'50"E 1111.15 FEET; THENCE S62°16'22"E 361.70 FEET;  
THENCE S00°18'28"W 1400.35 FEET; THENCE S40°52'03"E 126.17 FEET;  
THENCE N73°58'00"E 144.74 FEET; THENCE N88°38'16"E 50.44 FEET;  
THENCE N43°12'32"E 24.85 FEET; THENCE S77°30'29"E 59.49 FEET;  
THENCE N18°57'06"E 49.27 FEET; THENCE N42°54'09"E 144.20 FEET;  
THENCE S59°18'51"E 129.43 FEET; THENCE S88°14'22"E 112.98 FEET;  
THENCE S01°02'54"W 120.00 FEET; THENCE S88°55'27"E 89.38 FEET;  
THENCE S01°02'33"W 49.34 FEET; THENCE S88°41'45"E 329.07 FEET;  
THENCE S00°04'20"W 138.88 FEET; THENCE S89°01'52"E 2391.89 FEET;  
THENCE S01°15'26"W 563.89 FEET; THENCE N89°09'07"W 96.86 FEET;  
THENCE S00°26'38"W 755.54 FEET; THENCE N89°03'27"W 970.90 FEET;  
THENCE S00°54'20"W 1319.62 FEET; THENCE S89°17'18"E 1297.88 FEET;  
THENCE S01°07'43"W 2639.44 FEET; THENCE S00°38'44"W 1319.35 FEET;  
THENCE N89°03'18"W 2642.16 FEET; THENCE S01°01'27"W 1316.40 FEET;  
THENCE N88°57'54"W 1322.89 FEET;  
THENCE S01°04'38"W ALONG THE SIXTEENTH LINE, 2641.78 FEET;

THENCE N88°49'06"W ALONG THE SOUTH SECTION LINE, FEET, 2635.08 FEET TO  
THE SOUTHWEST CORNER OF SECTION 32;  
THENCE N00°54'56"E ALONG THE WEST SECTION LINE, 2650.91 FEET TO THE WEST  
QUARTER CORNER OF SECTION 32;  
THENCE N00°54'56"E ALONG THE WEST SECTION LINE, 1312.19 FEET;  
THENCE N88°57'41"W 1322.27 FEET; THENCE N00°57'57"E 1313.39 FEET TO THE  
SOUTH SECTION LINE OF SECTION 30;  
THENCE N88°53'33"W ALONG THE SOUTH SECTION LINE, FEET, 1321.14 FEET TO  
THE POINT OF BEGINNING.  
AREA CONTAINS 220,312,481 SQUARE FEET OR 5,057.679 ACRES.

SCOPE

**ITEMS INCLUDED IN THE MASTER PLANNED  
ROADS**

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Includes 14" OR 18" water main, sewer mains, power, excavation, base course, asphalt pavement, curb & gutter, sidewalks.

**ITEMS INCLUDED IN THE WATER TANK**

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Includes excavation, (2) 4 million gallon concrete tanks, pipe, fittings and appurtenances.

**ITEMS INCLUDED IN THE WATER WELL**

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Includes drilling, casing and equipping two wells at 500 to 1000 gallon per minute per well.

**ITEMS INCLUDED IN THE POWER**

---

Includes power poles, buried power conduits and energized power lines from 1300 South to new well location.

**ITEMS INCLUDED IN TRAILS**

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Includes 12 foot paved trail and 5 foot sidewalks

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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. The District may satisfy any City requirements for guaranty of performance of infrastructure completion by delivering to the City documentation evidencing the funds available to the District for such infrastructure as a result of the bonds issued by the District.

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.

6. Overlap Limitation. It is anticipated that the District may overlap with one or more of the Sand Hollow Mesa Public Improvement Districts ("SHMPIDs") approved by the City, given that the improvements proposed to be financed by the District shall also benefit the area of the SHMPIDs. Each of the SHMPIDs are forbidden from levying an aggregate mill levy in the overlap area which exceeds 0.0045, which is the Maximum Debt Mill Levy of the SHMPIDs. The aggregate mill levy imposed by the District and the SHMPIDs together shall not in any event be permitted to exceed the Maximum Debt Mill Levy of the SHMPIDs, on any property located within both the District and any of the SHMPIDs. The District shall not, without the prior authorization of the City Council, 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.

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

In addition, the Applicant and the Board shall ensure that the Applicant, homebuilders, commercial developers, and commercial lessors, as applicable, disclose the following information to initial resident homeowners, renters, commercial property owners, and/or commercial tenants:

(a) All of the information in the first paragraph of 11 of this Agreement;

(b) A disclosure outlining the impact of any applicable property tax, in substantially the following form:

“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 \$300** 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 0.003 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). Such Maximum Debt Mill Levy may also be used to pay administrative expenses of the District.

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

(c) Any other mill levy imposed by any other district with the authorization of the City shall not be applied toward the calculation of the Maximum Debt Mill Levy.

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)

of the other Party, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

21. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

22. Term. This Agreement shall terminate upon the earlier to occur of dissolution of the District or fifty (50) years from the date hereof.

23. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Utah.

24. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

25. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

26. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to 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.

27. 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.

28. 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.

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

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

