GRAND COUNTY Planning Commission
Tuesday, March 12, 2019
4:00 P.M. Discussion TLUR
5:00 P.M. Regular Meeting
Grand County Courthouse
Council Chambers
125 E. Center St., Moab, Utah

<table>
<thead>
<tr>
<th>Type of Meeting:</th>
<th>Regular Meeting</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilitator:</td>
<td>Gerrish Willis, Chair</td>
</tr>
<tr>
<td>Attendees:</td>
<td>Planning Commissioners, interested citizens, and staff</td>
</tr>
</tbody>
</table>

4:00 PM
Discussion Item
Review the recently adopted temporary land use regulation prohibiting new overnight accommodations developments in unincorporated Grand County for a period of six (6) months.  

5:00 PM
Regular Meeting
Citizens to be heard

Action Item
Ballard RV Park Expansion (Conditional Use Permit)

Public Hearing
Wingate Village (Preliminary Plat, PUD)

Discussion Item
Water Agency Reports

Action Item
Approval of the February 12, 2019 Meeting Minutes
Approval of the February 26, 2019 Meeting Minutes

Future Considerations
County Council Update – Terry Morse

ADJOURN

DEFINITIONS:
Public hearing = a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.
Public meeting = a meeting required to be open to the public pursuant to the requirements of Title 52, Chapter 4, Open and Public Meetings; the public may or may not be invited to participate.
Legislative act = action taken by the County Council or Planning Commission; amending ordinances, adopting general plan, Annexations, zoning and rezoning; a reasonable debatable action that could promote the general welfare of the community.
Administrative act = action taken by the Planning Commission, County Council or staff interpreting ordinances and regulations, conditional uses, approving subdivision, site plans, issuing building permits; an administrative decision must satisfy the requirements prescribed under state law or the County Land Use Code, whichever is stricter.
AGENDA SUMMARY
GRAND COUNTY PLANNING COMMISSION MEETING
March 12, 2019

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Discussing approved temporary land use regulation prohibiting new overnight accommodations developments in unincorporated Grand County for a period of six (6) months (as passed by CC of February 5, 2019).</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>Unknown</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Community &amp; Economic Development Staff</td>
</tr>
<tr>
<td>PREPARED BY:</td>
<td>Zacharia Levine, Community &amp; Economic Development Director</td>
</tr>
</tbody>
</table>

**STATED MOTION:**

N/A – Discussion only

**STAFF RECOMMENDATION:**

N/A

**BACKGROUND:**

*Note: The following section will serve as a running catalog of discussions about the referenced Temporary Land Use Regulation (TLUR). It is provided in reverse chronological order so planning commissioners and members of the public can review the discussion as it evolves.*

**February 26, 2019:**

At the February 26, 2019 planning commission meeting, the Commission agreed to the following tentative timeline:

March 12: PC meeting, Start at 4pm
- Request the following individuals provide reports on their agency’s or non-profit’s current knowledge of the availability, usage, quality, and distribution of water in the Moab Valley. Their reports should be five pages or less. Ideally, each individual will present their report highlights in about 5 minutes, and PC members will engage in Q&A to ensure clarity on what is known/not known and where there is agreement/disagreement.
- Staff will present to the PC a first pass at the County’s “zoning toolbox” as it pertains to accommodations-based uses

March 26: PC meeting, Start at 4pm, end at 5:30pm; 1st public scoping meeting, Start at 5:30pm
- Public scoping meeting will be used to query the public for ideas on updating the County’s plans/codes

April 2: Joint PC-CC workshop. 12-3pm.
- Report on PC’s initial positions/ideas
- Report on findings from public scoping meeting
- Ensure PC and CC are on the same page still

April to early May: work on zoning tools/solutions/packages
May 14: 2nd public scoping meeting: Start at 5:30pm
• Present zoning preliminary alternatives to the public and generate feedback

June 11: Planning Commission Public Hearing for draft ordinance

June 18: Recommended ordinance presented to County Council as a discussion item

July 2: County Council first reading of draft ordinance in a public hearing

July 16: County Council votes on ordinance

**Note the public hearing dates at planning commission and county council represent the very last dates of regularly scheduled meetings to adopt changes to the land use code prior to the moratorium expiring.

February 19, 2019:

On February 19, 2019, the county council reviewed the questions and comments noted in the section dated February 15, 2019 below, and provided the following response (in no particular order):

• Pay particular attention to the whereas statements in the adopted ordinance, as these serve as the foundation for the TLUR and the issues Grand County needs to address.
• Segment the geographic areas under consideration to north of the Colorado River and south of Moab City Limits. While Thompson Springs, Crescent Junction, and Elgin (Green River) are of interest and import to the County, primary consideration shall be given to the areas south of I-70.
• Consider establishing a citizen working group to assist with the research, analysis, and recommendation process.
• Consider identifying the full range of zoning tools available to the County in its regulation of accommodations-based developments. For example, the County could permit accommodations-based developments through an overlay (like the HDH overlay), implement stricter form-based, implement higher energy efficiency or environmental performance standards, require collocation of uses (i.e. mixed-use), create new zone districts, or use a host of other tools.
• Consider the Council’s desire to provide for a mix of commercial uses available to both residents and visitors, and give particular consideration to the needs of small businesses serving residents and entrepreneurs furthering industry diversification in the area.
• While coordination with the City is desired, proceed with the analysis and recommendation process as directed by the county council. County staff will consult with City staff and, when and where appropriate, advise the Councils on needed areas for coordination and collaboration.
• The Council is interested in co-hosting open house and public participation events with the City of Moab when and where appropriate.

February 15, 2019:

As of February 15, 2019, staff and planning commissioners collectively developed the following list of questions and considerations. The intended use of this list is to gain additional clarity from the county council on desired next steps and pertinent issues related to the TLUR.

Key:
ZL = Zacharia Levine, CED Director  GW = Chair Gerrish Willis
KG = Kenny Gordon, P&Z Administrator  AS = Vice Chair Abby Scott
TM = Terry Morse, CC Liaison  RN = Rachel Nelson
1. How much lodging development does the County want and need?
2. Where should the County allow lodging development?
3. In what form should the County permit lodging development?
4. What is the role of lodging development within the larger Grand County economy?
5. What does the Planning Commission need from County Council (e.g. data, participation, direction, clarity, etc.)?
6. What role does the County Council want to play?
7. What can the County actually accomplish handle in six (6) months? What is a realistic scope of work/analysis?
8. How should the County PC, Council, and Staff coordinate with Moab City?
   1. Infrastructure: roads, water, sewer, etc.

GW:

(I realize this is a long list and we need to spend some time winnowing down our issues and questions)

   1. How will groundwater availability be affected by continued overnight accommodation construction if it continues at current rates of building and per capita use?
   2. Are the economics of condo development such that if a permanent ban on overnight accommodations were enacted future condo construction demand would continue, but for long term occupancy instead of overnight rentals?
   3. Are there sufficient land areas for light industrial and other commercial developments such as professional offices, stores, etc. outside the HC zone? I think this relates to Kevin’s bullet.
   4. Are there examples of other resort communities that have banned or limited overnight accommodation development?
   5. If it is decided that no use or zoning changes are warranted, how will this decision affect traffic congestion and wait lines in stores and restaurants? Is congestion quantifiable?
   6. If it is decided that no use by right or zoning changes are necessary, what will be the effect of additional staffing needed to maintain and service future overnight accommodations on long-term housing affordability and availability?
   7. I think Moab City might farm some of their analysis and data collection out to a consultant. Is there a consulting firm that the county could hire to assist with the analysis necessary to help the council decide on necessary zoning changes to address this issue? This relates to Z’s number 7.
   8. Campgrounds are low density uses of land when compared to other overnight rentals. If a limit or ban of new overnight accommodations did not include new campgrounds, what effects would that have on land availability for long term housing and other commercial developments?
   9. Some HC landowners expect to make windfall profits by developing or selling their property for overnight accommodations. How will a ban affect future land prices in the HC zone?
10. Would form based zoning improve diverse commercial development potential in the HC zone?
11. How appropriate and suitable are Cisco and Thompson for overnight accommodation development?

RN

- In regards to GW-Q2 above, is there a planning formula for determining how much commercial acreage (excluding overnight accommodations) should be allocated per capita (including seasonal visitors, whom I imagine would be counted as fraction of a full time resident)?
- In regards to GW-Q11 above, have there been any studies on water availability in Cisco and Thompson? Or is current data limited to the Moab Valley.
- In regards to GW-Q10 above, how would an application for development (including overnight accommodations) using form based codes play out from start to finish? For example we used increased height allowances, density, etc. to encourage development in the HD overlay areas. Form based seems like the exact opposite of this technique....so how does it work and is it even adoptable and practical?

AS:

2. What part of your constituency wants more lodging development? What types of lodging? Does any part of your constituency want more hotel development? Is the goal to restrict lodging (or just hotel/motels) as much as possible?
3. Would the Council like to see greater conditions put on lodging in areas where it will be permitted? What are the concerns that should be addressed with those conditions?
4. Does Council see a need to differentiate between types of lodging? For example, should campgrounds be considered separately?
5. Would the Council like to see greater restrictions on other types of non-residential use such as restaurants or automobile-related businesses?
6. Would the Council like to see greater restructuring of where non-residential zones exist and what is permitted in those zones, or address lodging only and leave other zone boundaries and descriptions as is?
7. What does the Council foresee as negative impacts from limiting hotels? Does the Council have any specifics about which impacts are most important or which impacts are most in need of mitigating?
8. What is the Council doing to reach out to the new San Juan County Commission or Planning Commission on this issue? Are there efforts at coordinating? Would the Council like to see meaningful involvement from San Juan County, or meaningful attempts to reach out to San Juan County Commissioners and Planning Commissioners? What type of coordination with San Juan County do we want to see, if any?
   1. Terry mentioned that there is will on the Council to be involved in this process and help the Planning Commission. If the County Council would like to see meaningful involvement from San Juan County, I think that this is an area where members of the County Council should take the lead and make the first attempts at reaching out, if this hasn’t been done already. I understand that historically, San Juan County has been resistant to coordinating with Grand County, but it might be worth trying again.
9. How much should Planning Commission factor in the potential for increased traffic if lodging moves to San Juan County?
10. Do you see a need for changes to the zoning in outlying areas such as Crescent Junction & Thompson? Does it make sense to try to make those areas for attractive to hotel development? Has your constituency in outlying areas expressed desire for lodging development?
11. What degree of public involvement do you see being most beneficial? What are the ways that the County Council and Planning Commission should be reaching out to the public and encouraging public involvement?
12. Are there communities that have limited lodging development that we should look to as a guide?
Great questions (above). In terms of Issues I think that this moratorium would not be in place except for the following:

1. The great pressure on housing for residents and affordable housing. Therefore we need to think about how overnight accommodations affect that issue. It would be nice to have some analysis here though I think we have some idea, we do not likely know the quantitative impact.
2. Crowding of everything is the second issue that people are likely to mention. Neighborhood streets and even 191.through town and on the edge of town. Markets, stores, eating establishments, favorite hiking places, and so on. This issue is certainly two pronged in terms of the tourist economy and the quality of life (outside of the economics).
3. Water is an issue often brought up. How many people can we have in the Spanish Valley area with climate change being a factor not often discussed?
4. Those are what I think are the main drivers of the moratorium, but please mention others. I likely will keep them in mind as we address this problem.

February 12, 2019:

The planning commission reviewed the directive and guide provided by the county council to initiate their planning efforts related to the TLUR. Planning commissioners asked questions of staff regarding the process. General conversation about the motivation and potential outcome of the TLUR occurred. With encouragement from staff, the planning commission compiled a list of questions to be shared with the county council for additional clarity in how to proceed with their analysis and development of a recommendation. The list of questions is provided above.

February 5, 2019:

On February 5, 2019 County Council passed an ordinance enacting a temporary land use regulation prohibiting new land use permits for any land use associated with overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other land use associated with overnight accommodations. This temporary land use regulation does not apply to existing structures or vested development projects.

The County Council provided the following directive and guide to the Community and Economic Development staff and Planning Commission.

From the County Council:

DIRECTIVE AND GUIDE FOR COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE PLANNING AND ZONING COMMISSION

This document will serve to direct and guide the Community and Economic Development Department and the Planning and Zoning Commission in deliberations on the planning and regulation of future development in Grand County by locating and proposing appropriate zoning and/or rezoning of new development of the following Land Uses:

- All overnight rental accommodations, including but not limited to hotels, motels, condominiums, bed and breakfasts, apartments and bunk houses
- General retail and wholesale businesses
- Restaurants
- Light industry
- Automobile related businesses including ATV’s and OHV’s
- Other businesses which are appropriate for the economic benefit of the community

This should include considerations of:
- Where the respective uses should be located in the county
- A map of the placement of the uses that can be used to create the necessary zoning to ensure the intent of this moratorium is adhered to
- Attention given to a balance of services in locations that will serve the beneficial needs of the community
- Economic diversification
- Current essential needs

It is anticipated this study will result in legislative action being taken by the County Council on the recommendations of both the Community and Economic Development Department and the Planning and Zoning Commission once they have completed their evaluations and have put forth their conclusions.

**Attachment(s):**
3.1 Vision, Goals and Strategies

VISION: DIVERSE, PROSPEROUS, AND SUSTAINABLE ECONOMY

Locally-owned businesses are the economic engines of the community. Competitive and prosperous locally-owned businesses serve residents, visitors, export markets, and other local businesses while keeping most of the earnings at home.

Growth in new business sectors is balanced with tourism. Existing and new businesses tap new markets for locally produced goods and services, providing the basis for year-round prosperity and more high-paying jobs.

Tourism continues to contribute significantly to the economic base. The landscape, scenic resources, recreational amenities, special events and local businesses continue to attract and accommodate visitors.

Local food production makes us more self-sufficient. The local agricultural system is an important provider of food for residents and businesses and also reaches export markets.

Grand County is renowned for its energy independence and is an exporter of renewable and conventional/traditional energy.

Infrastructure investments contribute to a sustainable economy. Investments in water, energy, waste, communications, housing, and transportation infrastructure help achieve a sustainable economy.

GOALS AND STRATEGIES

Goal 1 - Make the county attractive for a wide range of economic sectors.

Strategy D - Review the commercial and industrial zoning districts and update the Future Land Use Map to ensure that an adequate supply of land is available for accommodating business and other non-residential activity in appropriate locations.

Strategy E - Maintain and enhance the recreational, scenic, and cultural amenities unique to Grand County to attract and sustain economic activity.

Strategy F - Foster a business-friendly atmosphere where entrepreneurs can thrive.

Goal 3 - Support the development and maintenance of infrastructure necessary for a sustainable local economy. (Also see Vision: Transportation)

Strategy A - Continue to coordinate with the City of Moab and special service districts to provide sewer, water and transportation infrastructure to accommodate efficient growth in appropriate areas (Figure 3.3).

Strategy B - Continue to coordinate with the City of Moab on annexation of efficient
and appropriate growth areas accommodating both residential and non-residential development (Figure 3.2).

Strategy C - Continue to coordinate with the City of Moab to create and implement County and City land use regulations that are compatible in the municipal periphery/transition areas.

VISION: DEVELOPMENT PATTERNS

Development patterns are fiscally responsible. Moab, Castle Valley, and Thompson are the centers of activity and attract quality development in and near them. Areas preferred for growth are supported by new or enhanced infrastructure and the utilization of existing infrastructure.

Ample housing choices are designed and priced to fit the range of local earning power, ages, and abilities. Government policies and business decisions result in more affordable housing on-the-ground.

Citizens are able to live and work in the county because of a well-planned mix of housing types and price-ranges in diverse and vibrant neighborhoods near employment and services. There are effective programs to provide housing choices for the elderly and those earning less than median income.

Efficiency, conservation, and design reduce energy demand. Compact development patterns reduce driving and increase opportunities for alternative modes of transportation.

Open space that is valuable to the community is integrated into development. The permanent open-space inventory enhances quality of life and visitor experiences. Innovative programs support agricultural viability and keep land in agricultural production without regulations that diminish land values.

Scenic resources are intact. Structures and other improvements are designed and sited to reduce impacts on scenic resources. Scenic resources are an important consideration for public and private land-conservation entities working in the area.

Business development is economically feasible, ecologically responsible and fits the community. Business development diversifies the economy, creating jobs and business activity that
fit the needs and preferences of the workforce and residents, and is designed and located to avoid damaging natural amenities and resources.

The county guides development in a way that is symbiotic with municipalities, neighborhood communities, and property owners. Communication across the community is effective and citizens are confident in county government. Land use planning with an engaged public remains relevant as the community evolves.

**Goal 2- Focus future development in centers where existing and planned infrastructure can accommodate it so that people can live close to where they work and obtain goods and services.**

Strategy A - Encourage mixed residential and business development and re-development projects in the commercial zone districts in the US 191 South corridor.

Strategy B - Designate rural centers that can be served efficiently by existing and planned infrastructure where future non-residential and residential development will be encouraged.

Strategy C - Work in partnership with San Juan County and the State of Utah School and Institutional Trust Lands Administration (SITLA) to guide future development in southern Spanish Valley that is proposed to be served by Grand Water and Sewer Service Agency to ensure that development patterns are fiscally efficient and align with the Vision, Goals and Strategies of the General Plan.
### Agenda Summary

**Title:** Ballard RV Park Expansion (Conditional Use Permit)

**Fiscal Impact:** N/A

**Presenter(s):** Community and Economic Development Staff

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#### Stated Motion:

Move to forward a favorable recommendation of the Ballard RV Park Expansion (Conditional Use Permit) to the Grand County Council.

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#### Staff Recommendation:

Review and consider application materials provided to the planning commission related to the proposed Ballard RV Park Expansion (Conditional Use Permit). Staff recommends the planning commission move to forward a favorable recommendation to the Grand County Council with the following conditions:

- Establish no noise hours from 10:00 p.m. to 6:00 a.m.
- Establish a no fire policy
- Provide a landscaping and screening plan in accordance with Section 6.4 of the LUC

*Note: This campground established a vested application prior to the enactment of Ordinance 586 prohibiting applications for new accommodations based development for a six-(6)-month period.*

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#### Background:

See staff report attached.

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#### Attachment(s):

- Application
- Plan Set
- Applicant Statement
- Title Report
- Application Fee
- Public Waste Water Treatment System Design
- Will Serve Water
- Letter from Jeff Pillus
DATE: March 12, 2019
TO: Grand County Planning Commission
SUBJECT: Conditional Use Permit

PROPERTY OWNER
Mr. Walter Williams

PROP. OWNER REP.
SET Engineering, LLC, Attn: Mr. Jeff Pillus

ENGINEER
SET Engineering, LLC

PROPERTY ADDRESS
1309 East 3rd Avenue, #21

SIZE OF PROPERTY
6.98 acres

EXISTING ZONE
Highway Commercial (HC)

EXISTING LAND USE
N/A (Vacant Lot)

ADJACENT ZONING AND LAND USE
Highway Commercial (HC)

APPLICATION TYPE
Conditional Use Permit

SUMMARY OF REQUEST
The subject property is 6.98 acres located at Highway 94 and Nutter Ave., Thompson, UT. The Ballard RV Park Expansion will be comprised of 35 new full RV hookup spaces.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The Ballard RV Park Expansion includes 35 new full hookup spaces with associated road and utility extensions. The Park currently includes 31 full hookup spaces.
As directed by the water authority, a new water meter will be installed to accommodate the expansion. The Thompson Special Service District has provided a will serve letter stating that adequate water is available to serve the project.
The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system.

APPLICATION PROCEDURE
☐ Administrative
☐ Legislative
☒ Public Hearing at Planning Commission
☒ County Council
☒ Public Meeting at Planning Commission
☐ County Council

ATTACHMENTS
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☐ Vicinity Map
☐ Legal Notice
☐ Legal Description
☐ Public Comments
☐ Agency Comments
☐ Response to Standards
☒ Other:
Application, Plan Set, Application Statement, Title Report, & Application Fee.
Staff recommends the Planning Commission condition approval on the following:
Establish no noise hours of 10:00 p.m. to 6:00 a.m.
Establish a no-fire policy
Provide landscaping and screen in accordance with Section 6.4
3.2.3 Commercial Use Standards L. Recreational Vehicle/Travel Trailer Park

Recreational vehicle/ travel trailer parks shall comply with the following standards

1. Each space may be occupied only by persons using travel trailers, truck campers, small cabins (traditional KOA-style), and tents for overnight, short duration, or seasonal camping;

   Confirmed

2. Each space RV/travel trailer space shall be at least 1200 square feet in area;

   Confirmed

3. Each cabin or tent space shall be at least 800 square feet in area;

   No cabin or tent spaces are proposed.

4. Each space shall be at least 30 feet in width;

   Confirmed

5. Each park shall be served by public water and sewer facilities;

   Thompson Special Service District has provided a will serve letter stating that adequate water is available to serve the project.

   The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system.

6. No space shall be located more than 200 feet from a water and sewage service building;

   Each space is served by full service water and sewer hook-ups. At the February 26 Planning Commission meeting, the Commission directed staff to work with the Applicant to ensure this requirement is met. Staff has further researched this requirement and has found that recent RV Parks & CUPs (Seven Mile RV Park & KOA expansion) have been granted approval with the understanding that this rule was only being applied to tent style camping spots (not having water and sewer hook-ups). The Southeastern Utah Health Inspector has also suggested to staff that the provisioning of water and sewer hook-ups should be sufficient. Staff will likely propose a code amendment in conjunction with the ordinances to come out of the moratorium process that clarifies this point. Confirmed

7. The County may require landscaping and screening pursuant to the provisions of Section 6.4, Landscaping and screening; and

   The Applicant is not proposing any landscaping or screening. Staff recommends Planning Commission condition approval upon the developer committing to a landscaping or screening plan in accordance of Section 6.4.

8. One (1) tree of a species suitable for the area shall be provided for each 2 spaces, and shall be located in close proximity to those spaces. (Existing trees on the site may be used to satisfy this requirement.)

   Confirmed.

9.11.6 Conditional Use Permit Considerations

A. Effect on Environment

The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.

   Staff believes the location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding occupants.

Continued on next page.
B. Compatible with Surrounding Area
The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

The proposed development expands an existing campground. Staff believes it fits with the character of the vicinity.

C. External Impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

Confirmed.

D. Infrastructure Impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

Confirmed.

E. Consistent with LUC and General Plan
The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.

See next text box.

F. Parcel Size
The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

Sufficient

COMPATABILITY WITH GENERAL PLAN

Staff believes the proposed subdivision is supported by the General Plan.

Chapter 3.2 (Vision: Recreation and Access), Goal 1, Strategy E - Encourage development proposals that include dedication of easements that maintain access through historic corridors and to public lands and connect to existing and planned trails.
COMPATABILITY WITH LAND USE CODE (ZONING)

The subject property is zoned Highway Commercial (HC). RV Parks are a permitted use within the HC zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.

LAND USE CODE REFERENCE SECTIONS

Section 3.1 Use Table

<table>
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<th>Principal Uses by Zoning District</th>
<th>RESIDENTIAL</th>
<th>NONRESIDENTIAL</th>
<th>Use-Specific Standards</th>
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<td>Use Category</td>
<td>Specific Use</td>
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<tr>
<td>Residential</td>
<td>SLR LLR RR MFR RG NC GB RC RS HC LI HI</td>
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<tr>
<td>Key: P = Permitted by right C = Conditional Use Permit Required</td>
<td>Not Permitted</td>
<td>Use-specific Standards and descriptions of Use Categories are provided in 3.2 and 3.4, respectively</td>
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<tr>
<th>Use Category</th>
<th>Specific Use</th>
<th>Use-Specific Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dude ranch or destination resort</td>
<td>C</td>
<td>3.2.3F</td>
</tr>
<tr>
<td>Hotel or motel</td>
<td>P P P P P</td>
<td>3.2.3L</td>
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<td>Recreational vehicle parks and campgrounds</td>
<td>C C C</td>
<td>3.2.3M</td>
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<td>Residential units used for overnight accommodation</td>
<td>P P P P</td>
<td>4.6.4</td>
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<tr>
<td>All other overnight accommodation uses</td>
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Section 3.4.7 Residential Use Categories.

PROPERTY HISTORY

The Ballard RV Park is proposed expansion of an existing campground onto vacant lots. The application for the proposed expansion vested prior to the County’s recently adopted six-month moratorium.
CONDITIONAL USE APPLICATION

FOR OFFICE USE ONLY
Date of Submittal: _______  Conditional Use Processing Fees: $550.00
Submittal Received by: _______  Amount Paid: _______  Fees Received by: _______________________

CONTACT INFORMATION
Property owner: Mr. Walter Williams
Address: __________________________
Phone: __________________ cell: __________ fax: __________
Email address: _______________________

Engineer: SET Engineering, LLC, Attn: Jeff Pillus
Address: 1309 East 3rd Ave, Durango, CO 81301
Phone: 865-250-8061 cell: __________ fax: __________
Email address: wwinc57@gmail.com

Property owner representative: SET Engineering, LLC, Attn: Mr. Jeff Pillus
Address: 1309 East 3rd Avenue, #21
Phone: 970-759-8129 cell: __________ fax: __________
Email address: jeffp@setengineering.com

PROJECT INFORMATION
Project name: Ballard RV Park Expansion
General location of the property: Hwy 94 and Nutter Ave., Thompson, Utah
Size of the subject property: +/- 7 acres _______ acres
Current Zoning: Highway Commercial _______ district

REQUIRED SIGNATURES (or attach letter of approval by the agency)
Agency will review for ability to serve the lots and adequate existing and future easements.
Moab Valley Fire Department ____________________________________________
Grand County Road Supervisor or UDOT __________________________________
Grand Water and Sewer Service Agency __________________________________
Rocky Mountain Power _______________________________________________
FEMA Floodplain Adm. ___________________________ (provide map of site)
SUBMITTAL REQUIREMENTS

Conditional Use Permit applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

1. **APPLICATION SUBMISSION.** Two complete sets of all supporting materials shall be submitted with this application. These complete sets may require engineering plans, which may include two large (24" x 36"), two small (11" x 17") sets of all plans and submitted electronically. (Check with Planning Department)

2. **PRIOR TO MEETING.** Revised sets of plans shall be submitted prior to the application being placed on a Planning Commission /County Council meeting. (Check with Planning Department)

3. **POST MEETING.** If the revised sets of plans are not approved as submitted two corrected sets of plans both large and small shall be submitted that comply with the Planning Commission’s approval.

[X] Site Plan & Survey if applicable. The applicant shall submit a site plan (and certified survey if applicable) of the proposed land area. The site plan shall require, at a minimum, the following information:

   1. Subject land area acreage;
   2. Adjacent uses and predominant uses in the vicinity;
   3. Existing zoning designation within 100 feet of the exterior boundary of the parcel;
   4. Drives, streets, and rights-of-way; (LUC Sec. 6.2)
   5. Easements;
   6. Landscaping and screening; (LUC Sec. 6.4)
   7. Location and dimensions of structures and signs; (LUC sign regulation Sec. 6.5)
   8. Typical elevations of such buildings;
   9. Access ways, including points of ingress, egress;
   10. Topography; and
   11. Specific areas proposed for specific types of land use.

Additional Information required for Site Plan review if there is new construction or occupancy changes.

   1. Parking; (LUC Sec. 6.1)
   2. Sidewalks and trails;
   3. Fences and walls; (LUC Sec. 6.3)
   4. Location and type of lighting; (LUC Sec. 6.6)
   5. Building elevations;
   6. Any areas in a natural drainage or the 100 year floodplain; (LUC Sec. 6.7 and 6.8)
   7. Any areas with slopes in excess of 30 percent;
   8. Existing and proposed easements, areas proposed for public dedication.
   9. Compatibility Standards (LUC Sec. 6.10)

*A drainage plan shall be required if proposing installation of more than 7,000 square feet of impervious area.

[X] Applicant Statement. A written statement by the Applicant explaining the rationale for the conditional use request relative to the Conditional Use Criteria imposed by Sec 9.11.6, Grand County LUC and the Use Specific standards for the proposed use. In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:
Sec. 9.11.6 Conditional Use Criteria:

A. Effect on Environment
The location, size, design and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property, nor cause substantial or permanent interference with the right to peaceful enjoyment of property.

B. Compatible with Surrounding Area
The proposed site plan, circulation plan and schematic architectural designs shall be complementary with the character of the surrounding area with relationship to scale, height, landscaping and screening, building coverage, and density.

C. External impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through the creation of noise, glare, fumes and odors, dust, smoke, vibration, fire hazard, excessive light, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

D. Infrastructure Impacts Minimized
The proposed use shall not have negative impacts on existing uses in the area and in the county through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

E. Consistent with LUG and General Plan
The proposed use will be consistent with the purposes of this LUC, the General Plan, and any other statutes, ordinances or policies that may be applicable, and will support rather than interfere with the uses otherwise permitted in the zone in which it is located.

F. Parcel Size
The proposed use may be required to have additional land area, in excess of the lot area otherwise allowed by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

X] Use-specific Standards. Check with the Planning Office for information regarding the use specific standards required for the proposed use you are requesting.

X Title Report. A preliminary title report from a licensed title company or attorney listing the name of the property owner(s) and all liens, easements and judgments of record affecting the subject property, and of the preliminary plat.

X Posting. The applicant is responsible for posting a sign noticing the public hearings (please see attached for a reduced size template and requirements). The applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place on the land area proposed for subdivision with a notice of the hearing at least 10 days prior to the public hearings.

X Application Fee. The process / filing fee of $550.00 shall be paid in full – additional engineer fees may apply.
Hand delivered, 10/9/2018

X Operating Data & Evaluation. Any and all information, operating data and expert evaluation necessary to clearly explain the location, function and characteristics of any building or use proposed;
See attached Narrative

APPLICANT CERTIFICATION
I certify under penalty of perjury that this application and all information submitted as a part of this application are true, complete and accurate to the best of my knowledge. I certify that if I am the owner of the subject property and that the authorized agent noted in this application has my consent to represent me with respect to this application. Should any of the information or representations submitted in connection with this application be incorrect or untrue, I understand that Grand County may rescind any approval, or take any other legal or appropriate action. I also acknowledge that I have reviewed the applicable sections of the Grand County Land Use Code and that items and checklists contained in this application are basic and minimum requirements only and that other requirements may be imposed that are unique to individual projects or uses. Additionally, I have reviewed and understand the section from the Consolidated Fee Schedule and hereby agree to comply with this resolution. I also agree to allow the Staff, or County appointed agent(s) of the County to enter the subject property to make any necessary inspections thereof.

Property Owner's Signature: Walter M. Williams Date: 10-5-18
GRAND COUNTY
Public Hearing Notice
County Council

For: Conditional Use Permit for the Ballard RV Park Expansion (Action requested)

Applicant Information:
Mr. Walter Williams, Owner
2920 HWY 70 East, Crossville, TN 38555 (Applicant name and property address)

To be held at the Courthouse, 125 E. Center St

On: ______________ at ______________ (Date of Hearing) (Time of Hearing)

For more information contact the
Grand County Planning Department
125 E. Center
Moab, Utah
435-259-1343

Note: It is the Applicant’s responsibility to ensure the sign is in a prominent location on the land area proposed for public hearing, weather resistant, and posted at least 10 days prior to the public hearing.

The sign shall be at a minimum 17" x 22" (ANSI C printing option) in size.
GENERAL NOTES
1. ALL ITEMS LISTED IN THESE NOTES ARE INCIDENTAL TO THE PROJECT AND WILL NOT BE PAID FOR SEPARATELY UNLESS NOTED ANOTHER A SPECIFIC ITEM IS LISTED IN THE BID TABULATION.
2. THE CONTRACTOR SHALL HAVE IN HIS POSSESSION AT ALL TIMES ONE (1) COPY OF PLANS AND SPECIFICATIONS WHICH HAVE BEEN APPROVED BY THE APPROVING AGENCIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE APPLICABLE STANDARDS (SEE LIST BELOW). THE CONTRACTOR MUST HAVE A COPY OF THESE DOCUMENTS ON SITE AT ALL TIMES. WHEN REQUIRED IN THE DRAWINGS AND THE APPLICABLE STANDARDS CONFLICT THE MORE STRINGENT REQUIREMENTS SHALL APPLY.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK ON THE PROJECT AND/OR WORK IN THE PUBLIC RIGHTS-OF-WAY.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING THE OWNER/DEVELOPER OF ANY PROBLEMS IN CONFORMITY TO THE APPROVED PLANS FOR ANY ELEMENT OF THE PROPOSED IMPROVEMENTS PRIOR TO ITS CONSTRUCTION.
6. THE DEVELOPER SHALL BE RESPONSIBLE FOR RESOLVING CONSTRUCTION PROBLEMS THAT ARISE DURING CONSTRUCTION ACTIVITIES DUE TO CHANGED CONDITIONS OR DESIGN ERRORS ENCOUNTERED BY THE CONTRACTOR DURING THE PROGRESS OF ANY PORTION OF THE PROPOSED WORK. IF IN THE OPINION OF AN AGENCY INSPECTOR OR THE OWNER'S REPRESENTATIVE THE MODIFICATIONS TO THE APPROVED PLANS PROPOSED BY THE DEVELOPER INVOLVE SIGNIFICANT CHANGES TO THE CHARACTER OF THE WORK OR TO FUTURE CONTIGUOUS PUBLIC OR PRIVATE IMPROVEMENTS, THE DEVELOPER SHALL BE RESPONSIBLE FOR SUBMITTING REVISED PLANS TO THE APPROPRIATE AGENCIES FOR APPROVAL PRIOR TO ANY FURTHER CONSTRUCTION RELATED TO THAT PORTION OF THE WORK.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREPARING PROJECT RECORD DRAWINGS FOR THE APPLICABLE STANDARDS (SEE LIST BELOW). THE CONTRACTOR SHALL ALSO PROVIDE ONE (1) COPY EACH TO THE OWNER, ENGINEER, AND ANY OTHER APPROPRIATE AGENCIES PRIOR TO FINAL ACCEPTANCE OF THE WORK.
8. THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE SITE INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
9. SURVEY INFORMATION IS PROVIDED BY RED DESERT LAND SURVEYING. THE VERTICAL DATUM IS NAVD 1988. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL INFORMATION LOCATIONS IDENTIFIED ON THESE PLANS PRIOR TO CONSTRUCTION.

INCIDENTAL DAMAGE
10. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY PUBLIC OR PRIVATE IMPROVEMENTS, IN KIND, THAT WERE REMOVED OR DAMAGED DURING CONSTRUCTION INCLUDING BUT NOT LIMITED TO: RESIDENTIAL SERVICES, URBAN WATER LINES, SEWER LINES, STORM DRAINS, ETC.
11. THE CONTRACTOR SHALL REPAIR OR REPLACE EXISTING LANDSCAPING, IN KIND, THAT WAS REMOVED OR DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL GUARANTEE SED-LANDSCAPING FOR ONE YEAR (1) AFTER THE FINAL ACCEPTANCE OF THE CONSTRUCTION.
12. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY PUBLIC UTILITY IMPOUNDS OR ANY PUBLIC UTILITY STRUCTURES OR EQUIPMENT, IN KIND, THAT WERE REMOVED OR DAMAGED DURING CONSTRUCTION. THE CONTRACTOR SHALL ALSO PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
13. ANY CONSTRUCTION DEBRIS OR MUD TRUCKING IN THE PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY BY THE CONTRACTOR.
14. THE CONTRACTOR shall fix any damage or excessive pavement failures outside of the project limits caused by project construction and shall properly barricade the affected area until necessary repairs are complete. Failure by the contractor to comply with all the above conditions will result in financial charges being levied against the escrow bond for the cost incurred by the agency.
15. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
16. THE CONTRACTOR SHALL PROVIDE 1" AGGREGATE BASE COURSE (ABC) MATERIAL FOR TRENCH BACKFILL. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
17. ANY SETTLEMENT OR SOIL ACCUMULATION BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.
18. A WATER TRUCK, IF CALLED FOR BY AN AGENCY INSPECTOR OR OWNER'S REPRESENTATIVE, WILL BE PROVIDED TO KEEP WIND EROSION IN CHECK.
19. ANY SETTLEMENT OR SOIL ACCUMULATION BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.

ROOADWAY RECONSTRUCTION
20. THE CONTRACTOR SHALL PROVIDE AT RATES OF ALL CLEANOUTS, MARKERS, VALVE COVERS, AND SURVEY MARKINGS TO FINISH GRADE PRIOR TO FINAL MATERIAL PLACEMENT.
21. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, Flagmen or Other Devices Necessary to Provide for Public Safety in Accordance with the Current Manual of Uniform Traffic Control Devices.
22. THE CONTRACTOR SHALL PROVIDE TRENCH BACKFILL MATERIAL AND COMPLIANCE OF BACCLE STANDARDS. IF IN THE OPINION OF THE AGENCY OR OWNER'S REPRESENTATIVE THE EXCAVATED MATERIAL IS NOT SATISFACTORY FOR USE AS BACKFILL THE CONTRACTOR SHALL PROVIDE 1" AGGREGATE BASE COURSE (ABC) MATERIAL FOR TRENCH BACKFILL. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
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24. THE CONTRACTOR SHALL PROVIDE TRENCH BACKFILL MATERIAL AND COMPLIANCE OF BACCLE STANDARDS. IF IN THE OPINION OF THE AGENCY OR OWNER'S REPRESENTATIVE THE EXCAVATED MATERIAL IS NOT SATISFACTORY FOR USE AS BACKFILL THE CONTRACTOR SHALL PROVIDE 1" AGGREGATE BASE COURSE (ABC) MATERIAL FOR TRENCH BACKFILL. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
25. THE CONTRACTOR SHALL PROVIDE TRENCH BACKFILL MATERIAL AND COMPLIANCE OF BACCLE STANDARDS. IF IN THE OPINION OF THE AGENCY OR OWNER'S REPRESENTATIVE THE EXCAVATED MATERIAL IS NOT SATISFACTORY FOR USE AS BACKFILL THE CONTRACTOR SHALL PROVIDE 1" AGGREGATE BASE COURSE (ABC) MATERIAL FOR TRENCH BACKFILL. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
26. THE CONTRACTOR SHALL PROVIDE TRENCH BACKFILL MATERIAL AND COMPLIANCE OF BACCLE STANDARDS. IF IN THE OPINION OF THE AGENCY OR OWNER'S REPRESENTATIVE THE EXCAVATED MATERIAL IS NOT SATISFACTORY FOR USE AS BACKFILL THE CONTRACTOR SHALL PROVIDE 1" AGGREGATE BASE COURSE (ABC) MATERIAL FOR TRENCH BACKFILL. THE CONTRACTOR SHALL PROVIDE A UNIT PRICE FOR CUBIC YARDS OF 1" ABC WITH THEIR BID.
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28. ANY SETTLEMENT OR SOIL ACCUMULATION BEYOND THE PROPERTY LIMITS DUE TO GRADING OR EROSION SHALL BE REPAIRED IMMEDIATELY BY THE CONTRACTOR.

UTILITIES
29. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH THE APPROVING AGENCIES, AGENCY INSPECTORS, AND OWNER'S REPRESENTATIVES REGARDING MATERIAL TESTING AND INSPECTION PROCEDURES. ANY REQUIRED TESTING, RE-TEST, RE-WORK, OR DELAYS RESULTING FROM THE FAILURE OF THE CONTRACTOR TO FULFILL THE APPROPRIATE PROCEDURES SHALL BE AT THE CONTRACTOR'S EXPENSE.
30. THE DUTY OF THE AGENCY REPRESENTATIVES, OWNER, OR OWNER'S REPRESENTATIVES TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES AT OR NEAR THE CONSTRUCTION SITE.

APPROSSING AGENCIES:
- GRAND COUNTY UTAH
- GRAND WATER & SEWER SERVICE AGENCY

APPROVING STANDARDS:
- 2012 INTERNATIONAL BUILDING CODE, GRAND WATER & SEWER SERVICE AGENCY CONSTRUCTION STANDARDS
- AMERICAN PUBLIC WORKS ASSOCIATION MANUAL OF STANDARDS

APPROVING AGENCIES:
- GRAND COUNTY UTAH (FOR PUBLIC IMPROVEMENTS)
- GRAND WATER & SEWER SERVICE AGENCY

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
EXISTING BALLARD RV PARK

EXISTING EDGE OF GRAVEL

EXISTING 10" CULVERT

CONNECT TO EXISTING GRAVEL ROAD

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

BALLARD RV PARK EXPANSION
GRADING PLAN
THOMPSON SPRINGS, UTAH
GRAND COUNTY

PROPERTY LINE

EXISTING EDGE OF GRAVEL

EXISTING BALLARD RV PARK

CONNECT TO EXISTING GRAVEL ROAD

CONNECT TO EXISTING GRAVEL ROAD

PROPOSED EDGE OF GRAVEL

OLDROYD FAMILY TRUST
07-021-0137
ZONE RG

FOR REVIEW ONLY
NOT FOR CONSTRUCTION

EXISTING EDGE OF GRAVEL

EXISTING 10" CULVERT

CONNECT TO EXISTING GRAVEL ROAD

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07-021-0137
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07-021-0137
ZONE RG

FOR REVIEW ONLY
NOT FOR CONSTRUCTION
UTILITY NOTES:
1. ELECTRIC, WATER, AND SEWER TO SHARE A COMMON TRENCH AS ALLOWED BY UTAH CODE 392-301-3.6.2.

EXISTING 8" SADDLE ON INSTALL 3" MAIN TAPPING.
October 8, 2018

Grand County Planning Department
Attn: Mr. Kenny Gordon, Planner
125 East Center Street
Moab, Utah 84532

Re: Ballard RV Park Expansion, Conditional Use Permit Application Narrative

Dear Mr. Gordon:

We are submitting this Conditional Use Application to allow the addition of 35 full service RV spaces at the Ballard RV Park in Thompson Springs. We are sending the attached Conditional Use Application Form and Preliminary engineering plan set for review and consideration at the upcoming DRT meeting. Additional background information is provided below.

**General Information:**
The proposed expansion includes the addition of 35 new full hookup RV spaces with associated road and utility extensions. The spaces will be served by gravel roads of adequate width and turning radii to accommodate larger RVs. All new spaces will be full service with water, sewer, and power provided.

**Water:**
As directed by the water authority, a new water meter will be installed to accommodate the expansion. Lines from the meter are sized to accommodate the additional spaces and looped to provide operational flexibility and fresh water. The Thompson Special Service District has provided a Will Serve letter stating that adequate water is available to serve the project.

**Sewer:**
The existing septic system will be replaced with a newly constructed and larger system to meet State health requirements. All new and existing sites will be served by the new system. Soil testing has been completed for the septic system and it is currently in the final design stages and permitting through the State. A copy of the Engineering Report is attached.

**Access:**
One additional access will be added to Highway 94. The access is being coordinated with UDOT. Internal roads will be looped and connected to the existing roads to allow internal circulation without driving onto the highway. Wheel tracking models were developed to ensure adequate turning radii are provided for maneuvering.
Drainage:
Thompson lies outside of the jurisdiction of the Spanish Valley Drainage Criteria, therefore no detention is required by code. However, the site is designed to allow for maximum infiltration in landscaped areas. Historic drainage patterns are generally followed, and offsite runoff is collected and directed to the arroyo on the southeast side of the site. Excess runoff from the site will sheet flow off the site to the southwest following historic drainage patterns.

Please feel free to contact us with any questions on the project. Thank you for your time and consideration in this matter.

Sincerely,

Jeff Pillus, PE
Principal
SET Engineering, LLC

Attachments: Conditional Use Permit Application, Preliminary Engineering Plan Set, Septic System Engineering Report, Thompson Special Service District Will Serve Letter
GRAND COUNTY
Public Hearing Notice

County Council

For: Conditional Use Permit for the Ballard RV Park Expansion
    (Action requested)

Applicant Information:
Mr. Walter Williams, Owner
2920 HWY 70 East, Crossville, TN 38555
(Applicant name and property address)

To be held at the Courthouse, 125 E. Center St

On: ______________ at ______________
(Date of Hearing) (Time of Hearing)

For more information contact the
Grand County Planning Department
125 E. Center
Moab, Utah
435-259-1343

Note: It is the Applicant's responsibility to ensure the sign is in a prominent location on the land area proposed for public hearing, weather resistant, and posted at least 10 days prior to the public hearing.

The sign shall be at a minimum 17" x 22" (ANSI C printing option) in size.
<table>
<thead>
<tr>
<th>DATE: November 16, 2017</th>
<th>Our File # 59646G</th>
</tr>
</thead>
<tbody>
<tr>
<td>BILL TO:</td>
<td>CLIENT/PROPERTY OWNER:</td>
</tr>
<tr>
<td>To: Jim Lindsey</td>
<td>BALLARD RV PARK, LLC</td>
</tr>
<tr>
<td>1012 21st Street</td>
<td>116 E. Nutter Avenue</td>
</tr>
<tr>
<td>Okeechobee, FL 34974</td>
<td>Thompson Springs, Utah 84540</td>
</tr>
<tr>
<td>TERMS: 30 DAYS</td>
<td></td>
</tr>
<tr>
<td>DESCRIPTION:</td>
<td>AMOUNT:</td>
</tr>
<tr>
<td>PR Only (for County):</td>
<td>FEE $150.00</td>
</tr>
</tbody>
</table>

Thank You for your Business, we appreciate it! (Please reference our file # on your check.)
FEE TOTAL: $150.00
SCHEDULE A

REPORT ONLY No: 59,646-G

Any and all liability is limited to the fee paid for this report.

Effective date: November 16, 2017 at 8:00 AM

1. Fee simple interest in the surface estate described in this REPORT is owned, at the REPORT Date by:

   BALLARD RV PARK, LLC

2. The land referred to in this REPORT is situated in the State of Utah, County of GRAND, and is described as follows:

A PARCEL OF LAND SITUATE IN THE NE1/4SW1/4 AND NW1/4SE1/4, SECTION 21, T21S, R20E, SLBM:

   COMMENCING AT THE S1/4 CORNER OF SAID SECTION 21, A 1964 BLM BRASS CAP, WHENCE THE C1/4 CORNER OF SAID SECTION 21, A 1991 BLM BRASS CAP, BEARS S 01 DEG. 09'26" E 2650.70 FT., FOR THE BASIS OF BEARINGS, WITH ALL BEARINGS HEREBIN BEING RELATIVE THEREunto; THENCE N 01 DEG. 09'26" W 1325.35 FT. TO THE SE CORNER NE1/4SW1/4 OF SAID SECTION 21, A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON #6 REBAR, THENCE N 01 DEG. 09'26" W ALONG THE EAST BOUNDARY OF THE NE1/4SW1/4 OF SAID SECTION 21, 893.01 FT., TO A POINT NOT SET, THENCE N 07 DEG. 39'09" E 180.93 FT. TO THE POINT OF BEGINNING, MONUMENTED WITH A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON A #5 REBAR, THENCE ALONG THE FOLLOWING FIVE COURSES, CORNERS MONUMENTED WITH A 2 INCH ALUMINUM CAP SUBSCRIBED LS 166642 ON A #5 REBAR, S 82 DEG. 18'33" E 241.11 FT., S 07 DEG. 39'09" W 650.19 FT., N 82 DEG. 20'51" W 707.24 FT., N 07 DEG. 39'35" E 318.66 FT., S 82 DEG. 20'51" E 466.09 FT., THENCE N 07 DEG. 39'09" E 331.69 FT. TO THE POINT OF BEGINNING.

Tax Serial No. 07-0021-0072
Property Address: 116 E. NUTTER AVENUE, THOMPSON SPRINGS, UTAH 84540
SCHEDULE B

Exceptions

This report and any policy does not insure against loss or damage (and the company will not pay costs, attorneys' fees or expenses) that arise by reason of: N/A

1. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.

2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.

3. Easements, claims or easement or encumbrances that are not shown in the public records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.

5. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Claim, right, title or interest to water or water rights whether or not shown by public records.

6. Any lien or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the public records.

7. Taxes for the year 2017 were paid in the amount of $1,091.53, plus any other Assessments including but not limited to Special Service Districts and Personal property Taxes. Claim, right, title or interest to water or water rights whether or not shown by the public records. The taxes for the year 2016 were paid in the amount of $1,030.57.

Tax Serial No. 07-0021-0072

8. Said land is located within the boundaries of Thompson Springs/Grand County, and may be subject to taxes or assessments levied by said City/District.

9. Any rights, title or interests in minerals of any kind, together with any associated rights to mine or remove said minerals. Title Company does not purport to disclose documents of record pertaining to the above referenced rights.

10. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

11. Subject to tenants in possession and/or any current leases.


Page 2 of 3

14. (NOTE: Manufactured Home is being taxed as real property however no Affidavit of Mobile Home/Manufactured Home Affixture and Receipt for Surrender of Title/MSO was found of record.)

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.
Owners: BALLARD RV PARK, LLC

TITLE INQUIRIES concerning this Commitment can be directed to:
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com

EMAIL CLOSING DOCUMENTS TO:
Chantyll Navarre/Escrow Agent ~ chantyll@southeasttitle.com

Chain of Title
According to the Official Records, as of the Effective Date, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment except as follows:

<table>
<thead>
<tr>
<th>Doc</th>
<th>Grantor</th>
<th>Grantee</th>
<th>Rec Date</th>
<th>Entry No.</th>
<th>Book</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

None were found recorded within the last 24 months
**GRAND COUNTY CORPORATION**

**Tax Roll Master Record**

Parcel: 07-0021-0072  
Name: BALLARD RV PARK LLC  
Address: 2920 HWY 70 E  
City State Zip: CROSSVILLE TN 38555-0000  
Mortgage Co: Active  
Entry: 508529  
District: 007 THOMPSON WATER DISTRICT 0.010162  
Property Address: NUTTER AVE 116 E  
Acres: 7.01  
Year: 2017

---

### Owners

<table>
<thead>
<tr>
<th>Interest</th>
<th>Entry</th>
<th>Date of Filing</th>
<th>Comment</th>
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<tbody>
<tr>
<td>BALLARD RV PARK LLC</td>
<td>508529</td>
<td>04/06/2015</td>
<td>(08/17/07/18)</td>
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### Property Information

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<tr>
<th>Property Type</th>
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<th>Square Footage</th>
<th>Basement Size</th>
<th>Building Type</th>
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<td>2005</td>
<td>1,067</td>
<td></td>
<td>MANUF HOME</td>
</tr>
</tbody>
</table>

---

### 2017 Values & Taxes

<table>
<thead>
<tr>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS01 RESIDENTIAL SECONDARY</td>
<td>0.00</td>
<td>90,311</td>
<td>917.74</td>
</tr>
<tr>
<td>LS01 SECONDARY LAND</td>
<td>1.00</td>
<td>16,000</td>
<td>152.43</td>
</tr>
<tr>
<td>LS02 LAND OVER 1 AC.</td>
<td>6.01</td>
<td>2,102</td>
<td>21.36</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>7.01</strong></td>
<td><strong>107,413</strong></td>
<td><strong>1,091.53</strong></td>
</tr>
</tbody>
</table>

### 2016 Values & Taxes

<table>
<thead>
<tr>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS01 RESIDENTIAL SECONDARY</td>
<td>0.00</td>
<td>90,311</td>
<td>973.65</td>
</tr>
<tr>
<td>LS01 SECONDARY LAND</td>
<td>1.00</td>
<td>16,000</td>
<td>3,500</td>
</tr>
<tr>
<td>LS02 LAND OVER 1 AC.</td>
<td>6.01</td>
<td>2,102</td>
<td>2,176</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>7.01</strong></td>
<td><strong>107,413</strong></td>
<td><strong>102,759</strong></td>
</tr>
</tbody>
</table>

---

**SPECIAL NOTE**

Tax Rates for 2017 have been set and approved. All levied taxes and values shown on this printout for the year 2017 should be correct.

---

### Back Tax Summary

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal</th>
<th>Specials Total</th>
<th>Penalty</th>
<th>Interest Due</th>
<th>Interest Rate</th>
<th>Total Payments</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>1,030.39</td>
<td>0.00</td>
</tr>
<tr>
<td>2013</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>1,070.03</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Totals:</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>0.00</strong></td>
<td><strong>7.00%</strong></td>
<td><strong>2,100.42</strong></td>
<td><strong>0.00</strong></td>
</tr>
</tbody>
</table>

---

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

---

**TAXING DESCRIPTION**

A PARCEL OF LAND SITUATE IN THE NE 1/4SW 1/4 NW 1/4SE 1/4 SEC 21 T21S R20E SLBM; COMMENCING AT THE S1/4 COR OF SAID SEC 21; A 1964 BLM BRASS CAP; WHENCE THE C1/4 COR OF SAID SEC 21; A 1891 BLM ALUMINUM CAP; BEARS S 01°09'26"E 2590.70 FT; FOR THE BASIS OF BEARING WITH ALL BEARINGS HERETO BEING RELATIVE THERE TO; TH N 01°09'26"W 1325.35 FT; TO THE SE COR NE1/4SW 1/4 OF SAID SEC 21; A 2 INCH ALUMINUM CAP SCRIBED LS 166842; ON #5 REBAR; THENCE N 01°09'26"W; ALONG THE E BOUNDARY OF THE NE 1/4SW 1/4 OF SAID SEC 21, 893.01 FT; TO A POINT NOT SET; TH N 07°39'09"E 180.03 FT; TO POE; MONUMENTED WITH A 2 INCH ALUMINUM CAP; SCRIBED LS 166842 ON #5 REBAR; TH ALONG THE FOLLOWING (S) COURSES; CORNERS BEING MONUMENTED WITH A 2 INCH ALUMINUM CAP SCRIBED LS 166842; ON #5 REBAR; S 82°18'33"E 241.11 FT; S 07°39'09"W 680.19 FT; N 82°20'51"W 707.24 FT; N 07°39'35"E 318.66 FT; S 82°20'51"E 466.00 FT; THENCE N 07°39'09"E 331.69 FT TO POE; CONTAINING 7.01 AC +/-.
Ballard RV Camp Use Permit

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
<td>.00</td>
</tr>
<tr>
<td>Licenses &amp; Permits - Planning &amp; Z. Fees</td>
<td>550.00</td>
</tr>
<tr>
<td>10-3220-000-000 PLANNING &amp; Z. FEES</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>550.00</td>
</tr>
</tbody>
</table>

Check: 1062  
Check No: 1062  
Total Applied: 550.00

Change Tendered: .00

Duplicate Copy

10/10/2018 11:05 AM
Public Wastewater Treatment System Design:

Description of the Ballard RV Park & Water Use:

Ballard RV Park is a transient RV Park with spaces and small cabins for rent. Peak occupancy is from March through November. The purpose of this public system is to provide water and wastewater systems that are dependable and safe for guests and recreational vehicle hook ups.

Summary of the water and wastewater quantity requirements:

- There are 66 RV spaces proposed on the system during the peak season.
- There is a one bedroom apartment.
- Drinking water may be provided from a certified source in compliance with UDDW standards.
- The wastewater and water use quantities will be monitored and submitted to Southwest Utah District Health department as directed. The monitoring is proposed to verify wastewater discharge.

R317-4 General information:

(a) There is an existing wastewater facility on property. The wastewater facilities serve 32 RV spaces. The existing disposal area will be replaced with the addition of 34 spaces.

Figure PWTS, Site Plan, and Wastewater System, shows the location of the existing wastewater and proposed improvements. This figure is attached to this document.

(b) The area being served is also shown on Figure PWTS.

(c) Name and Mailing address:

Ballard RV Park
100 N Main St
Thompson, UT 84540
ballardrvpark@gmail.com
www.moabrvpark.com
(423) 836-5239
Extent of wastewater system:

(a) The extent of the proposed area being served is on Figure PWTS; the wastewater system would operate year round with septic tanks and wastewater collection lines. The proposed design will be compliance with UDEQ, R317-4.

The existing wastewater facilities were interpreted from site inspection. No as-built information has been found (to date). The existing system treats 32 RV spaces with deep wall trenches. The proposed disposal site will be moved to the southwesterly corner of the property. The proposed Wastewater System will replace the existing wastewater treatment system.

Wastewater Capacity:

<table>
<thead>
<tr>
<th>Proposed Uses:</th>
<th>Design Capacity</th>
<th>Unit per</th>
<th># of Units</th>
<th>GPD</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Housing</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1-bedroom Apartments</td>
<td>150 Bedroom</td>
<td>1</td>
<td>150 Apartments R317-4-13 Table 3, Apartments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RV &amp; Camping Experience</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>RV Spaces with Hook Ups - Existing</td>
<td>125 Space</td>
<td>32</td>
<td>4000</td>
<td>R317-5, Table 5-2</td>
<td></td>
</tr>
<tr>
<td>RV Spaces with Hook Ups - Proposed</td>
<td>125 Space</td>
<td>34</td>
<td>4250</td>
<td>32 RV sites, Table 5-2</td>
<td></td>
</tr>
<tr>
<td>Other Uses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laundry</td>
<td>580 Washer</td>
<td>1</td>
<td>580 R317-4-13 Table 3 - Launderette</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Store, 2 bathrooms</td>
<td>500 Bathroom</td>
<td>0</td>
<td>0 R317-4-13 Table 3 - Stores</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total GPD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>8980</strong></td>
</tr>
</tbody>
</table>

The minimum septic tank sizes based on requirements in R317-4-7 is \( V=1,125 + 0.75Q \) is as follows:

<table>
<thead>
<tr>
<th>Septic Tankage</th>
<th>Minimum Use</th>
<th>Tanks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total GPD</strong></td>
<td>7860</td>
<td>9000</td>
</tr>
</tbody>
</table>

Estimates for deep trenches based on application rate of 0.7gal/ft²/day:

<table>
<thead>
<tr>
<th>Seepage Trenches:</th>
<th>SF Required Lateral Length # 100’ Laterals</th>
<th>Application Rate 0.7gal/day/ft²</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 foot x 4 foot deep trenches</td>
<td>12828.57</td>
<td>1603.57</td>
</tr>
<tr>
<td>2 foot x 5 foot deep trenches</td>
<td>12828.57</td>
<td>1282.86</td>
</tr>
<tr>
<td>2 foot x 6 foot deep trenches</td>
<td>12828.57</td>
<td>1069.05</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Disposal - Deep Trench</th>
<th>Area Use</th>
<th>100’ Laterals use</th>
<th>space</th>
<th>acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>4 foot trench</td>
<td>12828.57</td>
<td>1603.57</td>
<td>16.04</td>
<td>16.00</td>
</tr>
<tr>
<td>5 foot trench</td>
<td>12828.57</td>
<td>1282.86</td>
<td>12.83</td>
<td>13.00</td>
</tr>
<tr>
<td>6 foot trench</td>
<td>12828.57</td>
<td>1069.05</td>
<td>10.69</td>
<td>11.00</td>
</tr>
</tbody>
</table>
Location, General:

As shown on Figure PWTS, the proposed wastewater system will need to maintain separation distances to the Ballard RV Park water storage facilities and other appurtenances as required by UDEQ R309 and R317-4 and provide protection from any sources of contamination and are more than 50 feet from storage tanks.

Continued protection:

The site plan on Figure PWTS shows that there is a 50 foot separation from drinking water facilities and will demonstrate that the proposed facilities are outside any zones of influence for the wastewater system.

Any proposed septic or wastewater facilities should be located hydraulically down gradient of public water supplies for continued protection.

Contact information, owner, address, phone number

Engineer/Agent: William H. Anderson, P.E.
Anderson Engineering, Inc.
5520 Sourdough Rd.
Bozeman, MT 59715
Cell: 406 925 0590
bill@andersonmontana.com

Owner’s Senior Site manager: TBD
Senior Site Manager

Owner: Ballard RV Park
Walt Williams and Ron Carter of Ballard RV park are planning to build an addition to their existing RV park which will basically double the size of the park as it is now.

This will double the amount of culinary water now supplied to their business.

The Board members of the Thompson Special Service District have agreed to sell additional water for use by the new addition to Ballard RV Park in Thompson Springs.

The Thompson Special Service District affirms that they have adequate water reserves in their Spring Collection Area to service the new Ballard Park addition as it is planned.

Sincerely, A J Rogers - Chairman - TSSD Date: 8-31-18
Hi Kenny. I wanted to respond on this subject with a little history on RV park expansions and bath houses in Grand County. I wish I was at the PC meeting and could have helped you through his. I’d be happy to attend the upcoming County Council meeting if you need my assistance.

In recent years, SET Engineering has designed four RV projects that proposed full hookup RV sites further than 250 feet from a bath house:

- The KOA Expansion 1 proposed cabins and full hookup RV sites to the east.
- The KOA Expansion 2 proposed cabins and full hookup RV sites to the south.
- The Spanish Valley Campground expanded to the south with full hookup RV sites.
- The ACT Campground was a full design that proposed a mix of sites including full hookup RV sites.

As with the Ballard RV Park project, three expansion projects were prompted by the need to accommodate larger RV’s that have become more prevalent. The larger RV’s are well equipped with plumbing but require additional space to maneuver and park.

In the KOA expansions and the Spanish Valley expansion, only full hookup sites were proposed. The new ACT Campground has a mix if sites including many full hookup RV sites. The majority of the full hookup RV sites in all four projects are not within 250 feet of a bath house. SET Engineering was transparent about this and County made the determination that since the sites provided full hookups, that no additional bath houses were warranted. The same determination was made early in the application process with the Ballard site.

To my knowledge the operators do not receive complaints related to this subject and to be consistent with the precedent set by recent similar projects, the Ballard RV Expansion should not be required to add additional facilities. If you would like us to provide exhibits of the other facilities, we can describe where the RV sites are versus the bath houses.

Let me know if I can help explain this to others. I’m available if you want to talk as well. I’ll be in your office at some point later this week if you want to look at drawings. We’re hoping that you will concur.

Thanks, Jeff
This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. E-mail transmission cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. The sender therefore does not accept liability for any errors or omissions in the contents of this message, which arise as a result of e-mail transmission. If verification is required please request a hard-copy version. SET Engineering, LLC, www.setengineering.com
# Agenda Summary

**GRAND COUNTY PLANNING COMMISSION**  
March 12, 2019

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Wingate Village Preliminary Plat</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(s):</strong></td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
</table>

**FOR OFFICE USE ONLY:**

- **Attorney Review:** N/A

## STATED MOTION:

Move to forward a favorable recommendation of the Wingate Village Preliminary Plat to the Grand County Council.

## STAFF RECOMMENDATION:

Review and consider application materials provided to the planning commission related to the proposed Wingate Village Preliminary Plat. Staff recommends the planning commission move to forward a favorable recommendation to the Grand County Council.

## BACKGROUND:

See staff report attached.

## ATTACHMENT(s):

- Application
- Preliminary Plat
- Title Report
- Drainage Study
- CC&R Documents
- Application Fee
DATE: Tuesday, March 12, 2019
TO: Grand County Planning Commission
SUBJECT: Preliminary Plat – Planned Unit Development (PUD)

PROPERTY OWNER: Rural Community Assistance Corporation
PROP. OWNER REP: Housing Authority of Southeastern Utah – Ben Riley, Executive Director
ENGINEER: Goff Engineering
PROPERTY ADDRESS: 3318 S. Willow Tree Rd
SIZE OF PROPERTY: 4.12 acres
EXISTING ZONE: Highway Commercial (HC)
EXISTING LAND USE: N/A (Vacant Lot)
ADJACENT ZONING AND LAND USE(S): Highway Commercial (HC), Rural Residential (RR)

APPLICATION TYPE
Preliminary Plat – Planned Unit Development

STAFF RECOMMENDATION: Approve
Comments (optional): Planning commission can discuss the proposed setbacks as they vary from those standard within the HC zone (hence the application for PUD approval), but staff recommends approval.

APPLICATION PROCEDURE
Decision Type: Legislative

Public Notices: ☐ Public Meeting at: ☒ Public Hearing at:
☐ Planning Commission ☒ Planning Commission
☐ County Council ☐ County Council
Attachments:
☐ Approval Letters ☐ Legal Description
☐ Site Plan ☐ Public Comments
☐ Landscape Plan ☐ Agency Comments
☐ Vicinity Map ☐ Response to Standards
☐ Legal Notice ☒ Other: Application, Preliminary Plat, Title Report,
Drainage Study, CC&R Documents, & Application Fee.

SUMMARY OF REQUEST
The subject property is 4.12 acres located at 3318 S. Willow Tree Rd, just north of Southgate Village & east of KOA. The Wingate Village will be comprised of 33 lots (20 townhomes & 13 residential). Because the applicant is proposing setbacks that are smaller than the standard setbacks called for in the HC zone, the subdivision is proposed as a planned unit development (PUD).

SITE IMPROVEMENTS / ADDITIONS / CHANGES
The Wingate Village development will extend Willow Tree Rd, and create the addition of Subida Dr, & Wingate Village Loop. The development also will extend water, sewer, & electric utilities. Installation of storm drain infrastructure is also
planned for the development.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

4.4 – PUD, Planned Unit Development

4.4.3 Approvals Procedures

-PUD district developments shall be reviewed and approved in accordance with the procedures of section 9.2, Text and Zoning Map Amendments (Rezonings), and shall be considered to be zoning map amendment. The application is presented in a public hearing to reflect the legislative nature of PUD review and approval.

9.4.4 Issues for Consideration

The Planning Commission shall, in its action on the preliminary plat, consider Article 7, Subdivision Standards, the physical arrangement of the subdivision, and determine the adequacy of street right-of-way and alignment, the street standards of Grand County, the existing street pattern in the area and with all applicable provisions of the General Plan. The Planning Commission shall also ascertain that adequate easements for proposed or future utility service and surface drainage are provided, and that the lot size and area are adequate to comply with the minimum requirements for the underlying zone district and for the type of sanitary sewage disposal proposed. [Ord. 546, 2016.] Staff believes that all applicable requirements under Article 7 of the Grand County Land Use Code have been met. The physical arrangement of the subdivision, the adequacy of street right-of-ways and alignment, Grand County street standards, and existing street pattern in the area are in compliance with the General Plan. Utility services and storm drainage have been extended and provided. The Applicant will continue to work the County

COMPATIBILITY WITH GENERAL PLAN

Staff believes the proposed subdivision is supported by the General Plan.

Chapter 3.2 (Vision: Recreation and Access), Goal 1, Strategy E - Encourage development proposals that include dedication of easements that maintain access through historic corridors and to public lands and connect to existing and planned trails.

COMPATIBILITY WITH LAND USE CODE (ZONING)

The subject property is zoned Highway Commercial (HC). Residences are a permitted use within the HC zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.

LAND USE CODE REFERENCE SECTIONS

(See staff comments in colored italics)

6.14 Affordable Housing

The proposed subdivision will provide new lots for the Housing Authority’s Mutual Self-Help program, which uses USDA guaranteed loans. This program is for low- to moderate-income households, which requires eligibility verification, and requires participants to contribute “sweat-equity” (i.e. 30 hours/wk) into the construction. Ben Riley, Executive Director of the Housing Authority, can provide up-to-date information on the current status of long-term deed restrictions in the Self-Help Program.

7.2.2 Side Lot Lines

Side lot lines shall be substantially at right angles to street lines unless otherwise approved by the Planning Commission. For the most part, lot lines are at right angles to street lines.

7.2.3 Street Frontage Required

Each lot or building tract shall front upon a public street. Each proposed lot fronts upon a proposed public street.

7.3.2 Street Layout

Unless otherwise approved by the Planning Commission, provisions shall be made for the extension of streets and in accordance with the requirements of the Grand County Transportation Plan and Grand County Construction Standards. All streets shall bear a logical relationship to the topography and to the location of existing or planned streets on adjacent properties. Adequate local streets shall be provided to accommodate the subdivision and provide access to lots. Where the
layout of streets is not shown in the Grand County Transportation Plan, the arrangement of streets in a subdivision shall either:

A. Provide for the continuation or appropriate projection to existing principal streets in surrounding areas; or

B. Conform to a plan for a neighborhood or planned unit development approved by the Planning Commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impracticable or where neighborhood design makes a varied plan appropriate.

*Subdivision meets requirements of 7.3.2(A) & (B).*

### 7.3.8 CulDeSacs

Culdesacs shall not exceed 1000 feet in length or serve more than 20 dwelling units and shall have a turnaround diameter of 100 feet, subject to the limitations of the Grand Construction Standards. Ordinarily, cul-de-sacs are discouraged as they do not result in a continuation or conformance to existing streets or streets pattern, and may be used only where unusual drainage or land ownership configurations exist that make other designs impractical.

*Subdivision meets the requirements of 7.3.8.*

### 7.3.11 Street Design Standards

Street and alley widths, curves, grades design speed and centerline radius shall meet the Grand Construction Standards, which is summarized, in part, as follows:

<table>
<thead>
<tr>
<th>Design Features</th>
<th>Major Collector</th>
<th>Minor Collector</th>
<th>Local Type 1</th>
<th>Local Type II</th>
<th>Public Lane</th>
<th>Private Lane</th>
<th>Private Access Tract</th>
<th>Alley</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of lanes</td>
<td>4</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>Lane width (ft.)</td>
<td>12’</td>
<td>12’</td>
<td>11’</td>
<td>11’</td>
<td>11’</td>
<td>11’</td>
<td>8’</td>
<td>10’</td>
</tr>
<tr>
<td>Surface width (ft.)</td>
<td>60’</td>
<td>50’</td>
<td>34’</td>
<td>24’</td>
<td>24’</td>
<td>24’</td>
<td>16’</td>
<td>20-30</td>
</tr>
<tr>
<td>Rights-of-way width (ft.)</td>
<td>80’</td>
<td>66’</td>
<td>56’</td>
<td>56’</td>
<td>56’</td>
<td>44’</td>
<td>24’</td>
<td>20-30</td>
</tr>
<tr>
<td>Maximum grade (%)</td>
<td>8%</td>
<td>8%</td>
<td>10%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
<td>12%</td>
</tr>
<tr>
<td>Min. centerline radius (ft.)</td>
<td>450’</td>
<td>450’</td>
<td>250’</td>
<td>150’</td>
<td>150’</td>
<td>150’</td>
<td>75’</td>
<td></td>
</tr>
</tbody>
</table>

*Subdivision meets the requirements of 7.3.11.*

### 7.4.2 Sidewalks

Sidewalks shall be 5 feet in width in the NB, Neighborhood Business District and in the GB, General Business District; or 6 feet in width if installed adjacent to a curb. Sidewalks built in all other districts shall be 4 feet in width. The construction
specification of all sidewalks will conform to the Grand Construction Standards (maintained in the office of the Grand County Road Superintendent). *Four (4) foot sidewalks are proposed for all new streets.*

**PROPERTY HISTORY**
The Wingate Village development is proposed subdivision on vacant lots. It plans to extend roadway, utility and storm drain systems and provide thirty three (33) lots.
PRELIMINARY PLAT APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: 1/31/2019
Preliminary Plat Processing Fees: $550.00 for first five (5) lots x $125.00 per lot for each lot in excess of five lots
Submittal Received by: ______ Fee Paid: 4050.00 Fees Received by: ____________________________

CONTACT INFORMATION
Property owner: Rural Community Assistance Corporation
Address: 5480 Fruitland Dr, Salt Lake City, UT 84108
Phone: (801) 477-2601 cell: n/a fax: (801) 477-2670
Email address: danderson@ruralco.org

Engineer: Goff Engineering
Address: 128 Rock Point Dr. Suite A Durango, CO 81301
Phone: (970) 247-1705 cell: n/a fax: n/a
Email address: tengel@goffengineering.com or rharries@goffengineering.com

Property owner representative: Housing Authority of Southeastern Utah - Ben Riley
Address: 321 E. Center St.
Email address: brenriley@frontier.com

PROJECT INFORMATION
Project name: Wingate Village
General location of the property: North of Southgate Village and East of KOA
Size of the subject property: 4 acres Number of lots: 33
Surrounding land uses: HC and RR
Current Zoning: HC district

REQUIRED - Agency will review for ability to serve the lots and adequate existing and future easements or provide a letter with detailed requirements for the site.

Moab Valley Fire Department __________________________________________
Grand County Road Supervisor _______________________________________
Grand Water and Sewer Service Agency _______________________________________
Rocky Mountain Power _________________________________________________
FEMA Floodplain Administrator ______________________________________ (provide site map)
ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE ISSUED BY
FIRST AMERICAN TITLE COMPANY

NOTICE

IMPORTANT: "READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT; THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I Requirements; Schedule B, Part II Exceptions; and the Commitment Conditions, FIRST AMERICAN TITLE COMPANY, a Nebraska corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
First American Title  
File No.: 59,462G Update #3  

**g** "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.  

**h** "Title": The estate or interest described in Schedule A.  

2. If all of the Schedule B, Part I Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.  

3. The Company's liability and obligation is limited by and this Commitment is not valid without: 

(a) the Notice;  
(b) the Commitment to Issue Policy;  
(c) the Commitment Conditions;  
(d) Schedule A;  
(e) Schedule B, Part I Requirements; and  
(f) Schedule B, Part II Exceptions; and  
(g) a counter-signature by the Company or its issuing agent that may be in electronic form.  

**4. COMPANY'S RIGHT TO AMEND**  

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.  

**5. LIMITATIONS OF LIABILITY**  

(a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:  
   (i) comply with the Schedule B, Part I Requirements;  
   (ii) eliminate, with the Company's written consent, any Schedule B, Part II Exceptions; or  
   (iii) acquire the Title or create the Mortgage covered by this Commitment.  

(b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.  

(c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.  

(d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.  

(e) The Company shall not be liable for the content of the Transaction Identification Data, if any.  

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I Requirements have been met to the satisfaction of the Company.  

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.  

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**  

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.  

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.  

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.  

(d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
First American Title
File No.: 59,462G Update #3

(e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is $2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

Transaction Identification Data for reference only:

Issuing Agent: South Eastern Utah Title Company
Issuing Office: 150 East 100 North, Moab, Utah 84532
ALTA Universal ID: 0002907
Loan ID Number:
Commitment Number: 59,462G
Issuing Office File Number:
Property Address: 3318 S. Willow Tree Rd., Moab, Utah 84532
[Revision Number: ]
First American Title  
File No.: 59,462G Update #3

**SCHEDULE A**

1. Effective Date: September 26, 2018 @ 8:00 A.M.

2. Policy (or Policies) to be issued:  
   
<table>
<thead>
<tr>
<th>Policy Amount</th>
<th>Policy Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$TBD</strong></td>
<td><strong>$TBD</strong></td>
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</tbody>
</table>

   Proposed Insured: **TBD**

b. ALTA Extended Loan Policy  
   
<table>
<thead>
<tr>
<th>Policy Amount</th>
<th>Policy Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$TBD</strong></td>
<td><strong>$TBD</strong></td>
</tr>
</tbody>
</table>

   Proposed Insured: **TBD**

c. Endorsements  
   Closing Protection Letter to First American Title  
   
<table>
<thead>
<tr>
<th>Policy Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$TBD</strong></td>
</tr>
</tbody>
</table>

   $25.00

3. Title to the fee simple estate or interest in the land is at the Effective Date vested in:

**Parcel 1**  
**RURAL COMMUNITY ASSISTANCE CORPORATION**

**Parcel 2**  
**GRAND COUNTY SCHOOL DISTRICT**

4. The land referred to in this Commitment is situated in the State of Utah, County of Grand  
   and is described as follows:

**SEE ATTACHED EXHIBIT “A”**

By: [Signature]

Authorized Counter (This Schedule A valid only when Schedule B is attached)
PARCEL 1:

A PARCEL OF LAND WITHIN THE SW1/4 SECTION 22, T26S, R22E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS N 00 DEG. 03' W 1306.3 FT. THENCE S 89 DEG. 59' E 428.8 FT. FROM SW CORNER SECTION 22, T26S, R22E, SLM, AND PROCEEDING THENCE S 89 DEG. 59' E 121.3 FT., THENCE N 31 DEG. 55' E 397.6 FT., THENCE S 53 DEG. 23' E 565.8 FT., THENCE S 89 DEG. 59' W 407.6 FT., THENCE S 00 DEG. 05' E 177.6 FT., THENCE S 89 DEG. 57' W 378.5 FT., THENCE N 00 DEG. 05' E 178.0 FT. TO THE POINT OF BEGINNING.

EXCEPTING therefrom all oil, gas and minerals, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0022-0088
Property Address: 3318 S. WILLOW TREE RD., MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)

PARCEL 2:

BEGINNING AT A POINT ON THE WEST BOUNDARY OF GRANTOR'S PARCEL, SAID POINT BEING N 00 DEG. 03'00" W 1128.44 FEET AND EAST 806.94 FEET AND N 00 DEG. 05'00" W 108.88 FEET FROM THE SW CORNER OF SECTION 22, T26S, R22E, SLM, AND PROCEEDING THENCE N 00 DEG. 05'00" W 68.72 FEET TO THE NW CORNER OF GRANTOR'S PARCEL; THENCE N 89 DEG. 59'00" E 128.57 FEET; THENCE S 20 DEG. 34'10" E 0.80 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 278.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 117.34 FEET, (A CHORD BEARING OF S 51 DEG. 28'23" W 116.47 FEET); THENCE WITH A REVERSE CURVE HAVING A RADIUS OF 15.00 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 20.28 FEET, (A CHORD BEARING OF S 78 DEG. 10'41" W 18.77 FEET); THENCE WITH A REVERSE CURVE HAVING A RADIUS OF 178.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 21.02 FEET, (A CHORD BEARING OF N 66 DEG. 29'06" W 21.01 FEET) TO THE POINT OF BEGINNING.

EXCEPTING therefrom all oil, gas and minerals, that have been previously reserved or transferred in prior documents.

Tax Parcel No: 02-0022-0056 (Includes additional property)
Property Address: NONE ASSIGNED, MOAB, UTAH 84532
(Vacant land, per Grand County Tax Roll)
Frist American Title
File No.: 59,462G Update #3

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

5. Release or Reconveyance of item #:

6. Other: #16 The title company requests a copy of the Corporate Resolutions/ Operating Agreement of RURAL COMMUNITY ASSISTANCE CORPORATION that lists the required signors and their respective titles for the preparation of the closing documents.
SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I "Requirements" are met.

2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

3. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.

5. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

7. Any lien or right to lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.
Parcel 1
8. Taxes for the year 2018 are now accumulating not yet due, plus any other assessments including but not limited to Special Service Districts and Personal property taxes. Taxes for 2017 were not assessed.

Tax Parcel No.: 02-0022-0088

9. Claim, right, title or interest to water or water rights whether or not shown by the public records.

10. Said land is located within the boundaries of Grand County and may be subject to taxes or assessments levied by said County/District.

11. “Any right or asserted right of a Trustee in Bankruptcy to avoid that certain Trustee’s deed which was recorded January 6, 2010 in Book 756 at page 317 as entry no. 493827 of official records of Grand County, under any of the Trustee’s avoiding powers defined in Section 547 or 548 of the Bankruptcy Code, 11 U.S.C. Ss547, 548.”

12. (Note) This exception will be deleted upon recording of a Deed to a bona fide purchaser for full value.

13. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following was found of record: Any claim, right, title or interest under the Reservation of all gas, oil and mineral rights as reserved in the Warranty Deed recorded February 4, 1966 in Book 131 at page 6 as entry no. 306776 AND any claim, right, title or interest under the Reservation of all gas, oil and mineral rights as reserved in the Warranty Deed recorded January 10, 1972 in Book 194 at page 77 as entry no. 338921. The Title Company has not verified the vested current owner of this severed interest.

14. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

15. An Easement in favor of Grand County, recorded January 5, 2007 in Book 686 at page 204 entry no. 475619. (This easement will automatically be extinguished upon the extension of the Willow Tree Road dedication Northerly).

16. Subject to RURAL COMMUNITY ASSISTANCE CORPORATION being a legal entity, in good standing and licensed to do business.
First American Title  
File No.: 59,462G Update #3

Parcel 2
17. Taxes for the year 2018 are now accumulating not yet due, plus any other assessments including but not limited to Special Service Districts and Personal property taxes. Taxes for 2017 were not assessed.

Tax Parcel No.: 02-0022-0056 (Informational Note: includes additional property)

18. Claim, right, title or interest to water or water rights whether or not shown by the public records.

19. Said land is located within the boundaries of Grand County and may be subject to taxes or assessments levied by said County/District.

20. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following was found of record: Any claim, right, title or interest under the Reservation of all gas, oil and mineral rights as reserved in the Warranty Deed recorded January 10, 1972 in Book 194 at page 77 as entry no. 338921. The Title Company has not verified the vested current owner of this severed interest.

21. Ditches, canals, easements, rights of way or fence lines that may be established upon said land.

22. An access and utility Easement in favor of Grand County, recorded November 22, 2006 in Book 682 at page 520 as entry no. 474966.

23. A County Road Right of Way in favor of Grand County, recorded December 12, 2006 in Book 684 at page 12 as entry no. 475112.

A judgment, federal tax lien, Utah State bankruptcy, and National SDN search was made in the following names.

Buyers: TBD  
Sellers: RURAL COMMUNITY ASSISTANCE CORPORATION and GRAND COUNTY SCHOOL DISTRICT
First American Title  
File No.: 59,462G Update #3

TITLE INQUIRIES concerning this Commitment can be directed to:  
Leanne Blackmon/Title Agent ~ leanne@southeasttitle.com  
Maddelyn Simboli/Title Agent ~ maddy@southeasttitle.com  

EMAIL CLOSING DOCUMENTS TO:  
Deborah Brown/Escrow Agent ~ deborah@southeasttitle.com  
or Emily Lanter/Escrow Agent ~ emily@southeasttitle.com

**CHAIN OF TITLE**

According to the Official Records, as of the Effective Date, the following documents conveying the land described herein within a period of 24 months prior to the date of this commitment are as follows:

None were found recorded within the last 24 months.
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 02-0022-0088  Serial #:26-22-22-14.5&17.6  Entry: 493827
Name: RURAL COMMUNITY ASSISTANCE CORP
  c/o Name:
Address 1: 3120 FREEBOARD DR #201
Address 2:
City State Zip: WEST SACRAMENTO  CA 95691-0000
Mortgage Co:
Status: Non-Taxable  Year: 2018  District: 002 SPANISH VALLEY  0.010532

Property Address
WILLLOW TREE RD 3318 S
MOAB  84532-0000
Acres: 4.11

Owners  Interest  Entry  Date of Filing  Comment
RURAL COMMUNITY ASSISTANCE CORP  493827  01/06/2010  (0756/0317)

*** SPECIAL NOTE ***
Tax Rates for 2018 have been set and approved. All levied taxes and values shown on this printout for the year 2018 should be correct.

2018 Taxes: 0.00  2017 Taxes: 0.00
Special Fees: 0.00
Penalty: 0.00
Abatements: ( 0.00)
Payments: ( 0.00)
Amount Due: 0.00
Review Date 02/16/2010
NO BACK TAXES!

Back Tax Summary

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<th>Specials Total</th>
<th>Penalty</th>
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<td>0.00</td>
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<td>0.00</td>
<td>10.25%</td>
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</tr>
</tbody>
</table>

Totals: 0.00 0.00 0.00 0.00 0.00 701.80 0.00

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG AT A POINT WHICH BEARS N 00°03'W 1306.3 FT THENCE S 89°59'E 428.8 FT FROM SW COR SEC 22 T26S R22E SLM AND PROCEEDING THENCE S 89°59'E 121.3 FT; THENCE N 31°55'E 397.6 FT; THENCE S 53°23'E 585.8 FT; THENCE S 89°59'W 407.6 FT; THENCE S 00°05'E 177.6 FT; THENCE S 89°57'W 378.5 FT; THENCE N 00°05'E 178.0 FT TO BEG AND CONT 4.11 AC
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 02-0022-0056  Serial #:25-22-22-16 & 17.5  Entry:
Name: GRAND COUNTY SCHOOL DISTRICT
Property Address
C/o Name:  
Address 1:  264 S 400 E  
Address 2:  
City State Zip:  MOAB UT 84532-0000  
Mortgage Co:  
Status: Non-Taxable  Year: 2018  District: 002 SPANISH VALLEY  0.010532

Owners  Interest  Entry  Date of Filing  Comment
GRAND COUNTY SCHOOL DISTRICT

**** SPECIAL NOTE ****
Tax Rates for 2018 have been set and approved. All levied taxes and values shown on this printout for the year 2018 should be correct.

<table>
<thead>
<tr>
<th>2018 Taxes: 0.00</th>
<th>2017 Taxes: 0.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Fees: 0.00</td>
<td></td>
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<tr>
<td>Penalty: 0.00</td>
<td></td>
</tr>
<tr>
<td>Abatements: (0.00)</td>
<td></td>
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<tr>
<td>Payments: (0.00)</td>
<td></td>
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<tr>
<td>Amount Due: 0.00</td>
<td></td>
</tr>
</tbody>
</table>

NO BACK TAXES!

DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description

BEG POINT WHICH BEARS N 0°03'W 1306.3 FT & N 89°59'E 806.8 FT FROM SW COR SEC 22 T26S R22E SLB&M & PROC N 89°59'E 742.9 FT; S 0°05'W 880.1 FT; N 89°56'W 742.9 FT; N 0°05'E 879 FT POB. 15.00 AC SUBJECT TO EASEMENTS EN474985 BK 882 PG 520
This Notice, which is required by governmental regulations, gives us the opportunity to welcome you and thank you for using the services of South Eastern Utah Title Company. If you have not had the opportunity to use our services before, we think you’ll be happy with what we do. If you are one of the many loyal customers with whom we have worked with before, we extend a special “Thank You”

**PRIVACY POLICY**

**We Are Committed to Safeguarding Customer Information**

In Order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore we have adopted this privacy policy to govern the use and handling of your personal information.

**Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

**Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

Information we receive from you on applications, forms and in other communications to us, whether in writing, in person by telephone or any other means.

Information about your transactions with us, our affiliated companies, or others; and

Information we receive from a consumer reporting agency.
Use of Information

We request information from you for our own legitimate business purposes and not form the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customers relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy. We currently maintain various safeguards to comply with federal regulations to guard your nonpublic personal information.

Should you have any questions regarding the above privacy policy, or if we can be of any assistance in your real estate transaction, please feel free to contact us.

We look forward together with you and assisting you with the completion of your transactions.
Wingate Village
Affordable Housing Project

Grand County, UT

Drainage Report
Project #16-205

06 December 2018

Prepared for:
Housing Authority of Southeastern Utah
(HASU)

Prepared By:

GOFF ENGINEERING & SURVEYING, INC.
126 Rock Point Drive, Suite A
PO Box 97
Durango, CO 81302
(970) 247-1705
(970) 247-1710 Fax
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EROSION CONTROL & STORMWATER MANAGEMENT .......................................................... 3

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ATTACHMENTS
  A. Hydrology Exhibit (Reduced Size)
  B. NOAA Atlas 14 Rainfall Data
  C. NRCS Soil Data
  D. Soil Percolation Test Results
  E. HydroCAD Pond Analysis Report
  F. Hydraulic Nomographs
  G. Manning’s Flow Calculation
  H. Southgate Development Drainage Plan
INTRODUCTION
This drainage study is an overview of the storm drainage considerations for the proposed Wingate Village affordable Housing Project in Grand County Utah. This report investigates the design parameters of stormwater conveyance and attenuation. Design considerations are in general accordance with the hydrologic and hydraulic engineering methods and procedures described in the Grand County Design Criteria for Drainage Studies Within Spanish Valley, December 2011.

The purpose of this Hydrologic/ Hydraulic analysis is to quantify developed condition stormwater runoff, and determine minimum detention pond size to ensure that downstream properties are not adversely affected by runoff due to this development.

PROJECT LOCATION
The project site for the proposed development is two adjacent parcels (APN 020220079 & 020220063) at the present terminus of Willow Tree road. The site is bordered by the Southgate subdivision on the south, KOA campground on the west and a mixture rural residential and undeveloped private properties on all other sides.

EXISTING CONDITIONS
The subject parcels for the proposed development total 4.30 acres in size. The site is presently undeveloped and vegetation consists of sparse high desert grasses and shrubs. Community water, sanitary, and storm drainage utilities exist on site extending from Willow Tree Road and then easterly to Spanish Valley road. An earthen maintenance roadway follows these utility alignments.

Topographically, the site slopes downgradient to the northwest at relatively flat slopes (1% to 3%), although the ground surface undulates with frequent sand dunes and hummocks. There is a well-defined arroyo that bisects the development site that appears to carry runoff infrequently. This arroyo appears to be the primary conveyance for the Southgate development south and southeast of the parcel, per the attached Hydrology Exhibit. An outlet culvert from a detention facility located within the Southgate subdivision is plumbed into this arroyo on the Wingate site, although no easement for this has been discovered.

![Figure 1 - Existing Pipe Outlet from Southgate Development](image-url)
The arroyo definition becomes more obscure north of the HASU parcel, yet it appears to ultimately discharge into the Spanish Valley roadside swale through a private parcel (APN 020220094).

Existing soils are described as 100% Shepard Fine Sand, 2 to 8 percent slopes. The hydrologic soil group classification from the Nation Resource Conservation Service (NRCS) is Type A, which translates to providing high infiltration rate and low runoff potential. The NRCS soil data and percolation test have been attached.

DEVELOPED CONDITIONS
This project intends to construct 13 residential homesite lots and four multi-unit buildings that will include 20 units. The project also requires construction of on-site roadways, extension of Willow Tree Lane, utility main extensions and relocations, and will include an on-site stormwater attenuation facility. Refer to the concurrently submitted Wingate Village Improvement Plans for orientation.

The detention pond will provide storage capacity to detain the runoff produced by the 100-year storm and release at the historic rate of 0.03 cfs/acre through the orifice plate. The pond will store 9,214 cf of stormwater below the overflow grate. In the rare event of a fully plugged stormwater facility or catastrophic rain event, a spillway with riprap has been provided to prevent damage to the facility and downstream KOA property. See attached HydroCAD Report for detention pond routing calculations.

The attenuated flow released from the pond will combine with the offsite conveyance pipe, Storm Drain B, and be routed through the KOA site, following the historic drainage path. The KOA site to the north will be developed concurrently. Limited offsite grading, a flared end section, and riprap erosion protection will be needed if KOA’s development is delayed.

A storm drain system, SD-B, meeting the requirements of Grand County will be constructed to collect and route offsite stormwater through the project, bypassing the onsite pond storage volume. A 24” drain pipe system has been selected in order to meet the flow requirements of the Spanish Valley Master Drainage Plan, 2011 (MDP, herein). The MDP indicated future facilities will be constructed to convey 24 cfs from lands east of US 191 to the historic arroyo bisecting the project site. This flow amount would be coupled with approximately 6 cfs from Drainage Basin 102B. Hydraulic nomographs and Manning’s flow calculation have been attached to display junction structures and typical minimum pipe slope without surcharge, respectively.

HYDROLOGIC ANALYSIS
The SCS TR-20 Method was selected for accurate routing of the 100-year storm through the detention pond. Some of the non-impervious areas will be desert landscaping and some will be manicured lawns in hydrologic soil type A, reflecting a weighted average curve number of 76.

EROSION CONTROL & STORMWATER MANAGEMENT
The project disturbance area will be 4.9 acres. The selected contractor will be required to follow all applicable EPA NPDES and local standards for erosion and sedimentation control. More information regarding the requirements can be found in the MDP, Section 2.9.3. A Stormwater Management Plan (SWMP) is not included as a part of the project design; this will be drafted by
the contractor, if applicable. Installation and maintenance of BMP’s during construction is recommended to control contamination from being discharged into adjacent properties and streets.

**CONCLUSION**
With the implementation of the mitigation measures described in this report, no adverse impacts to downstream capacity or water quality are anticipated with proper installation and maintenance of the stormwater system described in this report. The offsite drainage identified in the MDP has been routed around the site to the historic drainage location, conveyed per Grand County standards.
OFFSITE DRAINAGE BASINS
FROM FINAL SPANISH VALLEY STORM DRAIN MASTER PLAN UPDATE, DECEMBER 2011
## POINT PRECIPITATION FREQUENCY ESTIMATES

Sanja Perica, Sarah Dietz, Sarah Heim, Lillian Hiner, Kaziungu Maitaria, Deborah Martin, Sandra Pavlovic, Ishani Roy, Carl Trypaluk, Dale Unruh, Fenglin Yan, Michael Yekta, Tan Zhao, Geoffrey Bonnin, Daniel Brewer, Li-Chuan Chen, Tye Parzybok, John Yarchoan

NOAA, National Weather Service, Silver Spring, Maryland

[PF_tabular](#)  | [PF_graphical](#)  | [Maps & aerials](#)

### PF Tabular

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<td>4.80</td>
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1. PDS-based point precipitation frequency estimates with 90% confidence intervals (in inches)
Canyonlands Area, Utah - Parts of Grand and San Juan Counties

80—Sheppard fine sand, 2 to 8 percent slopes

Map Unit Setting
National map unit symbol: 1vn8
Elevation: 4,600 to 5,000 feet
Mean annual precipitation: 6 to 8 inches
Mean annual air temperature: 52 to 54 degrees F
Frost-free period: 150 to 170 days
Farmland classification: Not prime farmland

Map Unit Composition
Sheppard and similar soils: 70 percent
Minor components: 30 percent
Estimates are based on observations, descriptions, and transects of the map unit.

Description of Sheppard

Setting
Landform: Sand sheets on cuestas, sand sheets on structural benches
Down-slope shape: Linear, convex
Across-slope shape: Convex, linear
Parent material: Eolian deposits derived from sandstone

Typical profile
A - 0 to 3 inches: fine sand
C - 3 to 60 inches: fine sand

Properties and qualities
Slope: 2 to 8 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Excessively drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): High to very high (6.00 to 20.00 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum in profile: 10 percent
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water storage in profile: Low (about 4.2 inches)

Interpretive groups
Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: A
Ecological site: Desert Sand (Sand Sagebrush) (R035XY115UT)
Hydric soil rating: No

Minor Components
Nakai
Percent of map unit: 10 percent
# Record Sheet for Conducting Soil Percolation Tests

**Utah Division of Water Quality**

**Name of Project or Development:** SOUTHGATE AFFORDABLE HOUSING  
**Date of Test:** 1/25/17 - 1/26/17

**Location of Property:** GRAND COUNTY, UTAH

**Name of Person Performing Test:** JAMES KEOGH

**Percolation Test No.:** LOCATION #2

<table>
<thead>
<tr>
<th>Period of time hole was saturated</th>
<th>4 HR.</th>
<th>Time interval used for measuring water drop</th>
<th>10 MIN.</th>
<th>Hole width or diameter</th>
<th>11 INCH</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total depth of hole</td>
<td>4 FT.</td>
<td>Period of time soil permitted to swell</td>
<td>18 HR.</td>
<td>Depth of water table</td>
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<th>Successive Percolation Tests</th>
<th>Initial Depth to Water</th>
<th>Beginning Time</th>
<th>Final Depth to Water</th>
<th>Ending Time</th>
<th>Distance Water Dropped in Inches</th>
<th>Elapsed Time in Minutes</th>
<th>Perc Rate in Minutes/inch</th>
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</tbody>
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Final Stabilized Percolation Rate: **2.5 minutes/inch**

Description log of soil exploration hole No.: ________

**Thickness of Each Stratum**

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<tr>
<th>Surface</th>
<th>Description and Texture of Each Stratum</th>
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<tr>
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**Location:** GRAND COUNTY, UTAH

**Date of Test:** 1/25/17 - 1/26/17

**Name of Person Performing Test:** JAMES KEOGH

**Percolation Test No.:** LOCATION #2

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<th>Hole width or diameter</th>
<th>11 INCH</th>
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<tr>
<td>Total depth of hole</td>
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<td>Period of time soil permitted to swell</td>
<td>18 HR.</td>
<td>Depth of water table</td>
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<th>Initial Depth to Water</th>
<th>Beginning Time</th>
<th>Final Depth to Water</th>
<th>Ending Time</th>
<th>Distance Water Dropped in Inches</th>
<th>Elapsed Time in Minutes</th>
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<td>7</td>
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<td>10</td>
<td>2.35</td>
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<tr>
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<td>12:19</td>
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Final Stabilized Percolation Rate: **2.5 minutes/inch**

Description log of soil exploration hole No.: ________

**Thickness of Each Stratum**

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<th>Surface</th>
<th>Description and Texture of Each Stratum</th>
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**Record Sheet for Conducting Soil Percolation Tests**

**Utah Division of Water Quality**

**Southgate Affordable Housing**

**Grand County, Utah**

Name of Project or Development: 

Date of Test: 1/25/17 - 1/26/17

Name of Person Performing Test: James Keogh

Percolation Test No.: Location #1

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<td>4 HR.</td>
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<th>Final Depth to Water</th>
<th>Ending Time</th>
<th>Distance Water Dropped in Inches</th>
<th>Elapsed Time in Minutes</th>
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7

8

Final Stabilized Percolation Rate: 13.33 minutes/inch

Descriptive log of soil exploration hole No. __________

**Thickness of Each Stratum**

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---
ON SITE DRAINAGE

1S

Detention Pond

2P
### Area Listing (all nodes)

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<th>Description</th>
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</thead>
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</tr>
<tr>
<td>2.190</td>
<td>98</td>
<td>Impervious Areas (1S)</td>
</tr>
<tr>
<td>1.000</td>
<td>63</td>
<td>Natural western desert, HSG A (1S)</td>
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<tr>
<td><strong>4.130</strong></td>
<td><strong>76</strong></td>
<td><strong>TOTAL AREA</strong></td>
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## Soil Listing (all nodes)

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<td>HSG A</td>
<td>1S</td>
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<td>HSG B</td>
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<td>HSG D</td>
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<td>2.190</td>
<td>Other</td>
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<td><strong>4.130</strong></td>
<td><strong>TOTAL AREA</strong></td>
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<td>Subcatchment Numbers</td>
<td>Ground Cover</td>
<td>Total (acres)</td>
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<tr>
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<td></td>
<td>&gt;75% Grass cover, Good</td>
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<td>Impervious Areas</td>
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<td></td>
<td>Natural western desert</td>
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<tr>
<td></td>
<td>TOTAL AREA</td>
<td>4.130</td>
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Time span=5.00-20.00 hrs, dt=0.05 hrs, 301 points
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN
Reach routing by Stor-Ind+Trans method  -  Pond routing by Stor-Ind method

Subcatchment 1S: ON SITE DRAINAGE
Runoff Area=4.130 ac   53.03% Impervious   Runoff Depth>0.81”
Tc=10.0 min   CN=76   Runoff=5.45 cfs  0.277 af

Pond 2P: Detention Pond
Peak Elev=4,562.50’ Storage=9,227 cf   Inflow=5.45 cfs  0.277 af
Outflow=0.11 cfs  0.066 af

Total Runoff Area = 4.130 ac   Runoff Volume = 0.277 af   Average Runoff Depth = 0.81”
46.97% Pervious = 1.940 ac  53.03% Impervious = 2.190 ac
Summary for Subcatchment 1S: ON SITE DRAINAGE

Runoff = 5.45 cfs @ 12.03 hrs, Volume= 0.277 af, Depth> 0.81"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs
Type II 24-hr 100 year Rainfall=2.82"

<table>
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<tr>
<th>Area (ac)</th>
<th>CN</th>
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<td>39</td>
<td>&gt;75% Grass cover, Good, HSG A</td>
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<tr>
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<td>Natural western desert, HSG A</td>
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<tr>
<td>* 2.190</td>
<td>98</td>
<td>Impervious Areas</td>
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<tr>
<td>4.130</td>
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<td>46.97% Pervious Area</td>
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<tr>
<td>2.190</td>
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<td>53.03% Impervious Area</td>
</tr>
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</table>

Tc Length Slope Velocity Capacity Description
(min) (feet) (ft/ft) (ft/sec) (cfs) Direct Entry, Min
10.0

Subcatchment 1S: ON SITE DRAINAGE

Hydrograph

Type II 24-hr 100 year Rainfall=2.82"
Runoff Area=4.130 ac
Runoff Volume=0.277 af
Runoff Depth>0.81"
Tc=10.0 min
CN=76
Summary for Pond 2P: Detention Pond

Inflow Area = 4.130 ac, 53.03% Impervious, Inflow Depth > 0.81" for 100 year event  
Inflow = 5.45 cfs @ 12.03 hrs, Volume= 0.277 af  
Outflow = 0.11 cfs @ 19.53 hrs, Volume= 0.066 af, Atten= 98%, Lag= 450.2 min  
Primary = 0.11 cfs @ 19.53 hrs, Volume= 0.066 af  

Routing by Stor-Ind method, Time Span= 5.00-20.00 hrs, dt= 0.05 hrs  
Peak Elev= 4,562.50' @ 19.53 hrs  
Surf.Area= 3,700 sf  
Storage= 9,227 cf  

Plug-Flow detention time= 260.7 min calculated for 0.066 af (24% of inflow)  
Center-of-Mass det. time= 162.2 min (974.7 - 812.5)  

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<th>Invert</th>
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<td>4,559.00'</td>
<td>13,230 cf</td>
<td>Custom Stage Data (Prismatic) Listed below (Recalc)</td>
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<tr>
<th></th>
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<tr>
<td>4,559.00</td>
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<td>4,563.50</td>
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<th>Device</th>
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<tr>
<td>#1</td>
<td>Primary</td>
<td>4,559.50'</td>
<td>1.0&quot; Vert. Orifice/Grate C= 0.600</td>
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<tr>
<td>#2</td>
<td>Primary</td>
<td>4,560.50'</td>
<td>1.0&quot; Vert. Orifice/Grate C= 0.600</td>
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<td>#3</td>
<td>Primary</td>
<td>4,561.50'</td>
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</table>

Primary OutFlow Max=0.11 cfs @ 19.53 hrs  
HW=4,562.50' (Free Discharge)  
1=Orifice/Grate (Orifice Controls 0.05 cfs @ 8.28 fps)  
2=Orifice/Grate (Orifice Controls 0.04 cfs @ 6.74 fps)  
3=Orifice/Grate (Orifice Controls 0.03 cfs @ 4.71 fps)
Pond 2P: Detention Pond

Inflow Area=4.130 ac
Peak Elev=4,562.50'
Storage=9,227 cf

Flow (cfs) vs. Time (hours)
CHART 55B

Diameter of Culvert Throat (D) in Inches

Discharge per Barrel (Q/N) in CFS

Scale

1. Smooth Inlets (Concrete)
2. Rough Inlets (CMP)

Example

THROAT SECTION

THROAT MAY VARY FROM 4.1 TO 6.1 D

ELEVATION

TAPER

PLAN

Example

D = 72 INCHES (6.0 FEET)
Q = 600 CFS

Entrance

HW1

HW2

D

(Feet)

(1) 2.36 14.2
(2) 2.42 14.5

Headwater Depth at Throat in Terms of Diameters (HW/D) in Ft. Per Ft.

1.5 HW

FES C3

OK

Throat Control for Side-Tapered Inlets to Pipe Culvert
(Circular Section Only)
**CHART 1B**

**EXAMPLE**

\[ Q = \frac{D^2}{18} \text{ cfs} \]

\[ H = \frac{Q}{25} \text{ feet} \]

\( D \text{ in feet} \)

**Diameters (D) in Inches**

**Discharge (Q) in CFS**

**HW/D Scale**

**Entrance Type**

1. Square edge with headwall
2. Groove end with headwall
3. Groove end projecting

**Headwater Depth in Diameters (HW/D)**

**Headwater Depth for Concrete Pipe Culverts with Inlet Control**

---

*Note: To use scale (2) or (3) project horizontally to scale (1), then use straight inclined line through D and Q scales, or reverse as illustrated.*
## Manning Formula Uniform Pipe Flow at Given Slope and Depth

Can you help me translate, program, or host these calculators? [Hide this request]

Check out our newest spreadsheet update: Download Spreadsheet  Open Google Sheets version  View All Spreadsheets

---CAUTION: If you have downloaded the spreadsheet prior to September 24, you may have received incorrect results!---

### Wingate Affordable Housing

**Offsite Conveyance Pipe**

<table>
<thead>
<tr>
<th>Set units:</th>
<th>m</th>
<th>mm</th>
<th>ft</th>
<th>in</th>
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<p>| | | | | |</p>
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<th></th>
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<td>in</td>
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<td>Manning roughness, (n)</td>
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<tr>
<td>Pressure slope (possibly equal to pipe slope), (S_0)</td>
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<td>% rise/run</td>
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<tr>
<td>Percent of (or ratio to) full depth (100% or 1 if flowing full)</td>
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<td>%</td>
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<table>
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<td>Velocity head, (h_v)</td>
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<td>Flow area</td>
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<td>sq. in</td>
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<tr>
<td>Wetted perimeter</td>
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<td>Hydraulic radius</td>
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<td>Top width, (T)</td>
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<tr>
<td>Shear stress (tractive force), (\tau)</td>
<td>66.3530</td>
<td>N/m²</td>
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\(\n\)
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WINGATE VILLAGE PLANNED UNIT DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions of Wingate Village Planned Unit Development (this “Declaration”) is made and entered into as of _____________ __, 2019, by WINGATE VILLAGE DEVELOPMENT, LLC (“Declarant”), for the purpose of establishing a residential planned unit development project known as WINGATE VILLAGE PLANNED UNIT DEVELOPMENT.

RECITALS

A. Declarant is the owner of certain real property located in Moab, Grand County, Utah, which is more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the “Property”). Defined terms used in these Recitals and this Agreement shall have the meanings given in Article 1 below.

B. Declarant intends to create a residential planned unit development on the Property that will be known as “Wingate Village Planned Unit Development” (the “Project”). The Project will consist of thirty-three (33) Lots upon each of which the Declarant or Owner will construct a single family and/or multifamily residence (“Residence”). Declarant shall specify, on the subdivision plat or as otherwise allowed by this Declaration, the areas available for single family residences (“Single Family Area”) and the areas available for multifamily residences (“Multifamily Area”). Notwithstanding anything in this Declaration to the contrary, the Project is a planned unit development and not a cooperative or a condominium project.

C. In connection with the development of the Project, Declarant is recording this Declaration for the mutual benefit of the Owners. Each Owner acquiring a Lot or a Residence in the Project is taking the same subject to all of the terms and conditions of this Declaration and, by accepting title thereto, agrees to be bound by this Declaration.

DECLARATION

Declarant hereby declares that all of the Property described below shall be held, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements,
assessments, charges and liens, and to the Plat recorded concurrently herewith. This Declaration is for the purpose of protecting the value and desirability of the Property and the individual Lots and Units by, among other things, establishing and coordinating architectural styles and using design, landscape and architectural features to create a pleasing environment. This Declaration shall be construed as covenants of equitable servitude; shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of each Owner thereof. The above Recitals shall constitute a part of this Declaration and are incorporated herein by this reference.

ARTICLE 1
DEFINITIONS AND CONCEPTS

The following definitions and concepts shall control in this Declaration:

1.1. “Articles” means and refers to the Articles of Incorporation of the Association. The purpose of the Articles is to establish the Association as a non-profit corporation under Utah law.

1.2. “Association” means the Wingate Village Homeowners Association, a Utah nonprofit corporation, its successors and assigns.

1.3. “Bylaws” means and refers to the Bylaws of the Association, as the same may be amended, modified or restated from time to time as permitted in the Articles and Bylaws. The purpose of the Bylaws is to govern the Association’s internal affairs, such as (for purposes of example but not limitation) voting, elections and meetings. A copy of the initial Bylaws is attached hereto as Exhibit A.

1.4. “Common Area” means all real property, including the improvements thereto and facilities thereon, which the Association owns, leases or otherwise holds possessory or use rights in, at any given time, for the common use and enjoyment of the Owners. Common Area has been designated on the Plat and may be otherwise established as provided for in this Declaration. The Declarant anticipates that the Common Area will include a detention pond, playground, areas around the cul-d-sac, as designated on the Plat, and signage at the entry to the Project.

1.5. “Common Expenses” means the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of the Owners, including any reasonable reserve, as the Association may find necessary and appropriate pursuant to the Governing Documents.

1.6. “Community Association Act” means the Utah Community Association Act, Title 57, Chapter 8a of the Utah Code, and any amendments thereto.

1.7. “Declarant” means Wingate Village Development, LLC, a Utah limited liability company, and its successors and assigns.
1.8. "Declarant Control Period" means the period of time during which the Declarant has Class B membership status as provided for herein.

1.9. "Declaration" means this instrument and any amendments, restatements, supplements or annexations thereto which are recorded in the official records of the Grand County Recorder, State of Utah.


1.11. "Governing Documents" means, collectively, this Declaration, the Articles, the Bylaws and any amendments or supplements to any of the foregoing, and includes any rules, regulations and resolutions established pursuant to the authority of the Declaration, Articles or Bylaws.

1.12. "Lot" means a separately numbered and individually described plot of land shown on the Plat designated as a Lot for private ownership. The Plat initially contains thirty-three (33) Lots, of which twenty (20) Lots are apartment units contained within multifamily buildings.

1.13. "Lot Owner" means the owner of a Lot and is synonymous with the term "Owner" and "Unit Owner."

1.14. "Member" means a member of the Association and is synonymous with the terms "Owner" and "Unit Owner." As used herein and in the Bylaws and Articles, "Member" is used to identify Owners or Unit Owners as members of the Association.

1.15. "Mortgage" means a mortgage, a deed of trust, a deed to secure a debt or any other form of security instrument encumbering title to any Unit.

1.16. "Mortgagee" means and refers to a lender holding a first Mortgage, and includes a beneficiary under a deed of trust.


1.18. "Owner" means the entity, person or group of persons owning fee simple title to any Lot which is within the Property. Regardless of the number of parties participating in ownership of each Lot, the group of those parties shall be treated as one "Owner.” The term “Owner” may include purchasers under a real estate purchase contract, provided such purchaser is granted the rights of an “Owner” in such contract, but does not include persons who hold an interest merely as security for the performance of an obligation unless and until title is acquired by foreclosure or similar proceedings. Membership is appurtenant to and may not be separated from Lot ownership.

1.19. "Plat" means the subdivision plat recorded herewith prepared and certified by a Utah Registered Land Surveyor and any amendments or replacements thereof, or additions thereto.
1.20. “Project” means the residential and multifamily subdivision project known or referred to as “The Wingate Village, Planned Development” which comprises the entire Property and which is made subject to this Declaration.

1.21. “Property” means the real property which is more fully described in Exhibit B attached hereto and incorporated herein by this reference.

1.22. “Property Insurance” has the meaning given in Section 5.1.

1.23. “Single Family Area” includes Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 12, as designated on the Plat.

1.24. “Unit” means a single family dwelling in the Single Family Area, with or without walls or roofs in common with other single family dwellings, or an apartment unit in a building containing multiple apartment units in the Multifamily Area. When the term “Unit” is used, it includes fee title to the Lot on which the Unit is constructed.

1.25. “Unit Owner” means and is synonymous with the term “Owner” and “Lot Owner.”

ARTICLE 2
PROPERTY RIGHTS

2.1. Owner’s Acknowledgment; Notice to Purchasers. By accepting title to any Lot, all Owners are given notice that the use of their Units and Common Area is limited by the covenants, conditions, restrictions, easements and other provisions in the Governing Documents, as they may be amended, expanded, modified or restated from time to time. Each Owner, by acceptance of a deed, acknowledges and agrees that the use and enjoyment and marketability of his or her Unit can be limited, restricted or otherwise affected by said covenants, conditions, restrictions, easements and other provisions in the Governing Documents. All purchasers of Units are on notice that the Association may have adopted changes to the Governing Documents that might differ from those a purchaser might receive from or have disclosed by the Owner from whom the purchaser is purchasing his or her Unit, including the initial Bylaws attached hereto as Exhibit A. Purchasers are encouraged to obtain copies of the current Governing Documents, which may be obtained from the Association.

2.2. Units.

(a) Ownership. Each Unit is owned in fee simple by the Owner, subject to the covenants, conditions, restrictions and easements in this Declaration and other provisions of the Governing Documents.

(b) Activities within Units. No rule shall interfere with the activities carried on within the confines of Units; provided, however, the Association may (i) restrict or prohibit commercial or other activities not normally associated with property that is intended for residential use, (ii) restrict or prohibit any activities that create additional monetary costs for the Association or other Owners, (ii) restrict or prohibit any activities that create a danger to the health or safety of occupants of other Units, (iv) restrict or prohibit any activities that generate
excessive noise or traffic, (v) restrict or prohibit any activities that create unsightly conditions visible outside the dwelling, or (vi) restrict or prohibit any activities that create an unreasonable source of annoyance, all as may be determined by the Association.

(c) **Household Composition.** No rule of the Association shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power, in its discretion, to require that all occupants of residences in the Single Family Area or of apartments in the Multifamily Area be members of a single housekeeping unit and to limit the total number of occupants permitted in each Unit on the basis of the size and facilities of the Unit and its fair use of the Common Area.

### 2.3 Common Area

(a) **Ownership; Conveyance.** Prior to the expiration of the Declarant Control Period, the Declarant will convey fee simple title to the Common Area to the Association, free and clear of all encumbrances and liens, but subject to this Declaration, and easements and rights-of-way of record. The Association shall accept the deed of conveyance of the Common Area upon Declarant’s presentment of the same.

(b) **Rights of Use and Rules and Regulations Concerning the Common Area.** Every Unit Owner shall have a right and easement of use and enjoyment in and to the Common Area which easement shall be appurtenant to and shall pass with the title to every Unit, subject to the Governing Documents. The Board shall have the right to establish and enforce rules and regulations governing the use of the Common Area, including but not limited to rights of use, hours of use, delegation of use, and standards of conduct. Additional rights to establish rules and regulations governing the Common Area may be set forth and established elsewhere in the Governing Documents.

(c) **Board Authority and Rights in the Common Area.** The Board shall have the right, for and on behalf of the Association, to:

(i) enter into agreements or leases which provide for use of the Common Area by a similar association in consideration for use of the Common Area and facilities of the other association or for cash consideration, or for use by third parties for cash consideration;

(ii) with the approval of at least seventy-five percent (75%) of Unit Owners to sell, exchange, hypothecate, alienate, mortgage, encumber, dedicate, release or transfer all or part of the Common Area to any private individual, corporate entity, public agency, authority or utility;

(iii) grant easements for public utilities or other public purposes consistent with the intended use of the Common Area;

(iv) take such steps as are reasonably necessary or desirable to protect the Common Area against foreclosure; and
(v) take such other actions with respect to the Common Area which are authorized by or otherwise consistent with the Governing Documents.

2.3. **IRS Section 42 Tax Credit Project.** Declarant anticipates that certain areas of the Project, including the Multifamily Area, will be financed as a low income housing tax credit project (“LIHTC Project”), and, as such, will be subject to additional restrictions which will be recorded against the Property. All governing Documents will be interpreted and/or amended so as to be consistent with the requirements of the LIHTC Project, and all rules promulgated by and actions taken by the Board and the Members shall be consistent with the LIHTC Project requirements.

2.4. **Declarant’s Right of Use.** As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of the Common Area, including any community buildings, without charge during the Declarant Control Period to aid in its development and marketing activities.

2.5. **Delegation of Use.** Any Unit Owner may delegate his right of enjoyment of the Common Area to the members of his or her family, tenants, guests, licensees and invitees, but only in accordance with the applicable rules and regulations of the Association and other Governing Documents. The Board may, by rule, require Unit Owners to forfeit their right of use in the Common Area for so long as the Unit Owner has delegated his or her right of use in the Common Area to his or her tenant. The repair costs for any damage to the Common Area and their facilities, including personal property owned by the Association, caused by a Unit Owner, or by such Unit Owner’s family members, tenants, guests, licensees of invitees, shall create a debt to the Association. Such debts owed to the Association as a result of damage to the Common Area and facilities shall be a specific assessment charged to the Unit Owner who caused, or whose family member, tenant, guest, licensee or invitee caused, such damage.

2.6. **Declarant’s Reasonable Rights to Develop.** Notwithstanding anything in the Governing Documents to the contrary, no rule or action by the Association shall unreasonably impede Declarant’s right to develop and market the Project.

**ARTICLE 3**

**ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS**

3.1. **Membership.** Every Owner is a Member of the Association. Membership in the Association automatically transfers upon transfer of title by the record Owner to another person or entity, and membership in the Association is appurtenant to, and may not be separated from, ownership of a Unit.

3.2. **Voting Rights.** The Association has two (s) classes of voting membership, Class A and Class B.

(a) **Class A.** Every Owner is a Class A Member, except that the Declarant is not a Class A member until Declarant’s membership converts to Class A membership as provided for in Section 3.2(b) below. Class A Members are entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit, the group of such persons
shall constitute a single Member, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. A vote cast at any Association meeting by any co-Owner, whether in person or by proxy, is conclusively presumed to be the vote of all co-Owners of the Unit concerned unless written objection is made prior to that meeting, or verbal objection is made at that meeting, by another co-Owner of the same Unit. In the event an objection is made, the vote involved shall not be counted for any purpose except to determine whether a quorum exists. If a single Owner owns more than one Unit, the Owner is entitled to one vote for each Unit owned.

(b) **Class B.** The Class B member is the Declarant. The Class B member is entitled to four (4) votes for each Unit owned. Declarant will cease to be a Class B member and shall become a Class A member on the happening of one of the following events, whichever first occurs:

(i) Sixty (60) days after the date upon which seventy-five percent (75%) of the Lots subject to this Declaration have been conveyed to persons other than Declarant; or

(ii) Seven (7) years after all Declarants have ceased to offer lots for sale in the ordinary course of business; or

(iii) the date Declarant notifies the other Owners in writing that it is waiving its right to four (4) votes for each Lot it owns.

Upon the occurrence of the first of any of the foregoing events, Declarant shall thereafter be entitled to one (1) vote for each Lot owned by it.

3.3. **Change of Corporate Status.** The Association has been set up and established as a non-profit corporation under Utah law. However, the continuing existence and viability of the Association is not vested in its corporate status. During any period in which the Association is not incorporated or otherwise has a change of corporate status (e.g., involuntary dissolution under the Utah Nonprofit Corporation Act for failure to file for corporate renewal), the Governing Documents shall nevertheless continue to be effective as the Governing Documents of the Association, and the Association shall have all rights, power and authority granted in the Governing Documents, and no Unit Owner may escape or avoid any assessment, charge, lien, rule or other matter contained in the Governing Documents by virtue of such change of corporate status. In the case of the suspension or administrative dissolution of the Association for failure to file annual reports or similar documents necessary to maintain its corporate existence, any two (2) Members are authorized, to the extent they deem necessary and without approval of the other Members, to take such actions as may be reasonably necessary to remove any suspension or administrative dissolution, including the authority to re-incorporate the Association under the same or similar name of the Association, and such corporation shall be deemed the successor to the Association. If the Members fail to remove any suspension or reincorporate as provided herein, the Association shall continue to operate and function under the Governing Documents as an unincorporated association.
3.4. **Rulemaking Authority.** The Association may, from time to time, subject to the provisions of the Governing Documents, adopt, amend, modify and repeal reasonable rules and regulations governing the Project, including without limitation the use of any Common Area, parking restrictions and limitations, limitations upon vehicular travel within the Community, and restrictions on other activities or improvements on the Property.

3.5. **Notice; Promulgation of Rules.** A copy of the Association’s rules and regulations, as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Unit Owner. Upon such mailing or other delivery, said rules and regulations shall have the same force and effect as if they were set forth in, and were a part of, this Declaration. In addition to or in lieu of providing notice by mail, the Association may provide notice by electronic means such as electronic mail (e-mail) to Unit Owners and may require that Unit Owners, in addition to keeping the Association informed as to their current mailing address, maintain a current e-mail address with the Association for such purpose.

**ARTICLE 4**

**FINANCES AND ASSESSMENTS**

4.1. **Assessments; Authority.** The Association is hereby authorized to levy assessments against the Owners as provided for herein. The following are the types of assessments that may be levied by the Association, which are more particularly described below: (a) annual assessments or charges; (b) special assessments; (c) specific assessments; (d) emergency assessments; (e) any other amount or assessment levied or charged by the Association pursuant to this Declaration; and (f) interest, costs of collection and reasonable attorney fees, as hereinafter provided.

4.2. **Creation of Lien and Personal Obligation of Assessments.** Excepting Declarant, each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association all assessments and charges, however denominated, which are authorized in the Governing Documents. All such amounts shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment or amount is charged, which lien shall arise when the Owner fails or refuses to pay an assessment when due. Such assessments and other amounts shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment became due. No Owner may exempt himself or herself from liability for assessments by nonuse of the Common Area, by the sale, transfer, disposition or abandonment of his or her Unit, or by any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Declarant to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making or repairs or improvements, or from any other action it takes. If any Unit has more than one person as an Owner at the time an assessment or charge is made pursuant to this Article 4, the obligations and liabilities of all such persons as Owners shall be joint and several.

4.3. **Purpose of Assessments.** The assessments levied by the Association shall be used to advance the purposes for which the Association was formed, as set forth and articulated in the Governing Documents. The assessments may provide for, but are not limited to, the
4.4. **Initial Annual Assessments.** The Declarant shall initially establish the amount of the annual assessments. Thereafter, the establishment of annual assessments shall be according to the procedures and requirements of Section 4.5 below and the Governing Documents.

4.5. **Annual Assessments: Budgeting.**

   (a) **Adoption of Budget.** At least sixty (60) days before the beginning of each fiscal year, the Association shall prepare a budget of the estimated Common Expenses for that year. Annual assessments for Common Expenses shall be based upon the estimated net cash flow requirements of the Association to cover items including, without limitation, the cost of routine maintenance and operating of the Common Area; the cost of common sewer and water utilities and trash removal services provided to the Project that aren’t separately metered and assessed to individual Owners and Units; premiums for insurance coverage as deemed desirable or necessary by the Association; landscaping, care of grounds, and common lighting within the Common Area; routine renovations within the Common Area; wages; common water and utility charges for the Common Area; reserves for any insurance deductible; legal and accounting fees; expenses and liabilities from a previous assessment period; and the supplementing of any reserve fund established by the Association.

   (b) **Notice of Budget and Assessment.** The Association shall send a copy of the final budget, together with notice of the amount of the annual assessment to be levied pursuant to such budget, to each Owner at least thirty (30) days prior to the effective date of such budget. The budget shall automatically become effective unless disapproved in writing by Members representing at least sixty-six percent (66%) of all eligible votes in the Association. Any such petition must be presented to the Association within ten (10) days after notice of the budget and assessment. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings pursuant to the Bylaws. Unless the budget for the assessment is disapproved by the Members as set forth above, the Association is thereafter authorized to levy the assessment as provided for herein.

   (c) **Failure or Delay in Adopting Budget.** The failure or delay of the Association to prepare, distribute or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of an Owner’s obligation to pay his or her allocable share of the expenses of the Association. In the event of such failure or delay, all Owners shall continue to pay assessments on the same basis as during the last year for which a budget was adopted and an
assessment was made until notified of the amount of the new annual assessment, which new assessment shall be due on the first day of the next payment period which begins more than thirty (30) days after such new annual or adjusted budget is adopted and the Owners receive notice as provided herein.

(d) **Automatic Budget Approval.** Notwithstanding the foregoing, if the budget proposed by the Association will increase the annual assessment by an amount not greater than five percent (5%) more than the previous annual assessment, then such budget and corresponding annual assessment shall be automatically approved and effective upon thirty (30) days notice.

(e) **Adjustment of Budget and Assessment.** The Association may revise the budget and adjust the annual assessment from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth in Section 4.5(b) above; provided, however, that such an adjustment is exempt from the requirements of Section 4.5(b) if the adjustment would either decrease the annual assessment or increase the annual assessment by no greater than five percent (5%).

4.6. **Special Assessments.** In addition to the annual assessments, the Association may levy a special assessment in any assessment year, applicable to that year only, to cover unbudgeted expenses or expenses in excess of those budgeted, including without limitation the costs to defray, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area that may be undertaken by the Association. Any such special assessment may be levied against the entire Membership if such special assessment is for Common Expenses. Except as otherwise provided in this Declaration, any special assessment relating to Common Expenses shall require the affirmative vote or written consent of a majority of the entire Membership. Special assessments shall be payable in such manner and at such times as determined by the Association and may be payable in installments extending beyond the fiscal years in which the special assessment is approved.

4.7. **Specific Assessments.** The Association shall have the power to levy specific assessments against a particular Unit to cover costs incurred in bringing any Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees or guests; provided, however, the Association shall give the Unit Owner against whom the specific assessment is being made prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying any specific assessment under this subsection.

4.8. **Emergency Assessments.** Notwithstanding anything contained in this Declaration, the Association may levy emergency assessments in response to an emergency situation. Prior to the imposition or collection of any assessment due to an emergency situation, the Association shall pass a resolution containing the written findings as to the necessity of such expenditure and why the expenditure was not or could not have been reasonably foreseen or accurately predicted in the budgeting process and the resolution shall be distributed to the Members with the notice of the emergency assessment. An emergency situation is one in which the Association finds:
(a) An expenditure, in its discretion, required by an order of a court, to defend the Association in litigation, or to settle litigation;

(b) An expenditure necessary to repair or maintain the Property or any part of it for which the Association is responsible where a threat to personal safety on the Property is discovered;

(c) An expenditure necessary to repair, maintain or cover actual Association expenses for the Property or any part of it that could not have been reasonably foreseen by the Association in preparing and distributing the pro forma operating budget (for example: increases in utility rates, landscape or maintenance contract services, attorney fees incurred in the defense of litigation, etc.); or

(d) Such other situations in which the Association finds that immediate action is necessary and in the best interests of the Association.

4.9. **Uniform Rate of Assessment.** Unless otherwise provided for in this Declaration or elsewhere in the Governing Documents, assessments must be fixed at a uniform rate for all Units; provided, however, that no assessments shall accrue against the Declarant for Units owned by Declarant so long as the Declarant has Class B membership.

4.10. **Declarant’s Option to Fund Budget Deficits.** During the Declarant Control Period, Declarant may, in its sole discretion and without any obligation to do so, fund any budget deficit of the Association, including without limitation funding any initial capital or operational reserve fund. In the event Declarant funds any budget deficit, it shall not establish any obligation by Declarant to continue to fund any future deficits.

4.11. **Payment; Due Dates.** The assessments provided for herein shall commence to accrue against a Unit upon conveyance of the Unit to a bona fide purchaser, adjusting the amount of such assessment according to the number of months remaining in the fiscal year. Due dates shall be established by resolution of the Association, with such resolution. Installments of assessments may be levied and collected on a monthly, quarterly, semi-annual, or annual basis, as determined by resolution of the Association. The Association may require advance payment of assessments at closing of the transfer of title to a Unit.

4.12. **Capitalization of Association.** Upon acquisition of record title to a Unit by the first Owner thereof other than Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to 15% of the annual assessment per Unit for that year or in such other amount as the Association may specify which may be a flat rate from year to year approximating 15% of the annual assessment per Unit levied during the first year in which the Association adopts a budget, but in no event shall such contribution from Declarant exceed $300 per Unit. This amount shall be in addition to, and not in lieu of, the annual assessment and shall not be considered an advance payment of such assessment. This amount shall be for use in covering operating expenses and other expenses incurred by the Association pursuant to the Governing Documents.
4.13. **Effect of Non-Payment of Assessment; Remedies of the Association.** Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of eighteen percent (18%) per annum (or such lesser rate as the Association shall determine appropriate) until paid. In addition, the Association may assess a late fee for each delinquent installment that shall not exceed ten percent (10%) of the installment.

(a) **Remedies.** To enforce this Article 4, the Association may, in the name of the Association:

   (i) bring an action at law against the Owner personally obligated to pay any such delinquent assessment without waiving Association’s lien for the assessment;

   (ii) foreclose the lien against the Unit in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law;

   (iii) restrict, limit or totally terminate any or all services performed by the Association on behalf of the delinquent Owner;

   (iv) terminate, in accordance with Section 57-8a-204 of the Community Association Act, the Owner’s right to receive utility services paid as a Common Expense;

   (v) exercise any other rights authorized by the Community Association Act for non-payment of assessments and other charges;

   (vi) suspend the voting rights of the Owner for any period during which any assessment or portion thereof against the Owner’s Unit remains unpaid; and/or

   (vii) accelerate all assessment installments that will become due within the subsequent twelve (12) months so that all such assessments for that period become due and payable at once. This acceleration provision may only be invoked against an Owner who has been delinquent in paying any assessment or installment two (2) or more times within a twelve (12) month period.

(b) **Attorney Fees and Costs.** There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and reasonable attorney fees incurred by the Association, together with, where applicable, an account for the reasonable rental for the Unit from time to time of commencement of the foreclosure. The Association shall be entitled to the appointment of a receiver to collect the rental income or the reasonable rental without regard to the value of the other security.

(c) **Power of Sale.** A power of sale is hereby conferred upon the Association which it may exercise to foreclose on any Lot or Unit to collect any assessment due under this Declaration. Under the power of sale, an Owner’s Unit may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust.
and said Owner was the “trustor.” For purposes of foreclosing on any Unit as provided herein, and in compliance with Utah Code Ann. §57-8a-212(1)(j), the Declarant hereby conveys and warrants pursuant to Utah Code Ann. §57-1-20 and 57-8a-402 to South Eastern Utah Title Company, with power of sale, the Lots and all improvements to the Lots for the purpose of securing payment of assessments under this germ of this Declaration. The Association may designate any person or entity qualified by law to serve as trustee for purposes of power of sale foreclosure.

4.14. **Exempt Property.** The following property subject to this Declaration is exempt from the assessments created herein: (a) all property dedicated to and accepted by any local public authority; (b) the Common Area; (c) all Units or other real property owned by Declarant; and (d) any other property declared exempt as set forth in this Declaration or within any Plat.

4.15. **Subordination of Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first Mortgage held by a Mortgagee if the Mortgage was recorded prior to the date the assessment became due.

4.16. **Termination of Lien.** A sale or transfer of any Unit shall not affect any assessment lien made as to such Unit prior to such sale or transfer; provided, however, the sale or transfer of any Unit pursuant to foreclosure of a first Mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Unit or Owner from personal liability for assessments coming due after he or she takes title or from the lien of such later assessments.

4.17. **Books, Records and Audit.**

(a) The Association shall maintain current copies of the Governing Documents and other similar documents, as well as its own books, records and financial statements which shall all be available for inspection by Owners and insurers as well as by holders, insurers and guarantors of first mortgages during normal business hours upon reasonable notice. Charges shall be made for copying, researching or extracting from such documents. An Owner or holder, insurer or guarantor of a first Mortgage may obtain an audit of Association records at its own expense so long as the results of the audit are provided to the Association.

(b) The Association shall prepare a roster of Owners for each Unit and the assessments applicable thereto at the same time that it shall fix the amount of the annual assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any Member at reasonable times.

(c) The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Unit has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.
ARTICLE 5
INSURANCE

5.1. Property and Casualty Insurance

(a) The Directors shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the Owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses which shall be included in the annual assessments made by the Association. To the extent reasonably available, the Association shall obtain and continue in effect, on behalf of all Owners all insurance required to be obtained by it pursuant to Utah Code Ann. §57-8a-403, including blanket property insurance on the physical structure of all Units and the Common Area insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils (the “Property Insurance”). If the Association becomes aware that Property Insurance is not reasonably available, it shall give all Owners notice of such fact within seven (7) days. The total amount of coverage provided by the Property Insurance shall not be less than 100% of the full replacement cost of the insured property at the time the insurance is purchased and at each renewal date, excluding items normally excluded from property insurance policies and without deduction for depreciation or coinsurance. The Property Insurance policy may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements herein. The Property Insurance shall include coverage for any fixture, improvement or betterment installed by an Owner to his or her Unit, including floor coverings, cabinets, light fixtures, electrical fixtures, heating or plumbing fixtures, paint, wall coverings, windows and any other item permanently part of or affixed to the Unit. Notwithstanding anything herein to the contrary, the Association is not required to obtain Property Insurance or any other insurance for any property or other improvement that is not attached to a Unit or other attached dwelling.

(b) The Property Insurance shall be written in the name of the Association, and the proceeds thereof shall be payable to the Association as trustee for the Owners. Each Owner shall be an insured under the Property Insurance policy.

(c) Insurance premiums for then Property Insurance policy, and any other insurance premiums paid by the Association, shall be a Common Expense of the Association to be included in the annual assessments levied by the Association.

(d) The Association may make a special assessment to each Owner to cover the amount of any deductible under the Property Insurance policy, not to exceed $10,000 in the aggregate or such other amount satisfying the requirements of Utah Code. Ann. §57-8a-405(9). The Association shall set aside the amount of any deductible collected pursuant to this subsection
and not use the same for any purpose other than paying the deductible with respect to any claim made on the Property Insurance policy.

(e) In the event of an insured loss covered by the Property Insurance policy, the deductible shall be treated as a Common Expense in the same manner as the premiums for the Property Insurance policy. However, if the Association reasonably determines, after notice and opportunity to be heard, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Association may assess the full amount of such deductible against such Owner and the Owner’s Lot.

(f) If a loss occurs that is covered by the Property Insurance policy in the name of the Association and another property insurance policy in the name of an Owner:

(i) the Association’s policy provides primary insurance coverage; and

(ii) notwithstanding Subsection 5.1(e) and subject to Subsection 5.1(g) (A) the Owner is responsible for the Association’s policy deductible, and (B) the Owner’s policy applies to that portion of the loss attributable to the Association’s policy deductible.

(g) As used in this Subsection 5.1(g), “Covered Loss” means a loss, resulting from a single event or occurrence, that is covered by the Association’s Property Insurance policy; “Lot Damage” means damage to any combination of a Lot, a dwelling on a Lot, or appurtenant to a dwelling on a Lot; and “Lot Damage Percentage” means the percentage of total damage resulting in a Covered Loss that is attributable to Lot Damage. An Owner who owns a Lot that has suffered Lot Damage as part of a Covered Loss is responsible for an amount calculated by applying the Lot Damage Percentage for that Lot to the amount of the deductible under the Association’s Property Insurance policy. If an Owner does not pay the amount required under this Subsection 5.1(g) within thirty (30) days after substantial completion of the repairs to, as applicable, the Lot or a dwelling on the Lot, the Association may levy an assessment against the Lot for that amount.

(h) The Association shall provide notice to each Owner of the Owner’s obligation under Subsection 5.1(g) for the Association’s policy deductible and of any change in the amount of the deductible.

(i) If, in the exercise of the business judgment rule, the Association determines that a claim is likely not to exceed the Association’s Property Insurance policy deductible, then (i) the Owner’s policy is considered the policy for primary coverage to the amount of the Association’s policy deductible; (ii) the Owner who does not have a policy to cover the Association’s Property Insurance policy deductible is responsible for the loss to the amount of the Association’s policy deductible, as provided in Subsection 5.1(g); and (iii) the Association need not tender the claim to the Association’s insurer.

5.2. **Replacement or Repair of Property.** In the event of damage to or destruction of any part of the Common Area improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the
costs of repair or replacement of the property damaged or destroyed, the Association may make a
reconstruction assessment against all Unit Owners to cover the additional cost of repair or
replacement not covered by the insurance proceeds, in addition to any other common
assessments made against such Unit Owner. In the event that the Association is maintaining
blanket casualty and fire insurance on the Units, the Association shall repair or replace the same
to the extent of the insurance proceeds available. In the event of damage or destruction by fire or
other casualty to any portion of the Property covered by insurance written in the name of the
Association, the Directors are empowered to and shall represent the Members in any
proceedings, negotiations, settlements or agreements. The Association is appointed attorney-in-
fact of each Owner for this purpose.

5.3. **Damage to a Portion of the Project.**

(a) If a portion of the Project for which the Association is required to obtain
Property Insurance is damaged or destroyed, the Association shall repair or replace the portion
within a reasonable amount of time unless:

(i) the Project is terminated;

(ii) repair or replacement would be illegal under a state statute or local
ordinance governing health or safety; or

(iii) (A) at least 66% of the allocated voting interests of the Owners in
the Association vote not to rebuild; and (B) each Owner of a dwelling on a Lot that will
not be rebuilt votes not to rebuild.

(b) If a portion of the Project is not repaired or replaced because the Project is
terminated, the termination provisions of applicable law and the Governing documents apply.

The cost of repair or replacement in excess of Property Insurance proceeds and reserves
is a Common Expense.

5.4. **Entire Project Damaged or Destroyed.** If the entire Project is damaged or
destroyed and not repaired or replaced, then:

(a) The Association shall use the Property Insurance proceeds attributable to
any damaged Common Area to restore the damaged area to a condition compatible with the
remainder of the Project;

(b) The Association shall distribute the insurance proceeds attributable to Lots
and common areas (if any) that are not rebuilt to:

(i) the Owners of the Lots that are not rebuilt;

(ii) the Owners of the Lots to which the Common Area that are not
rebuilt were allocated; or

(iii) the Mortgagees or lien holders of the Lots; and
(c) The Association shall distribute the remainder of the insurance proceeds to all the Owners or Mortgagees in proportion to the Common Expense liabilities of all the Lots.

5.5. **Decision Not to Rebuild a Unit.** If the Owners vote not to rebuild a Unit: (a) the Unit’s allocated interests are automatically reallocated upon the Unit Owner’s vote as if the Unit had been condemned; and (b) the Association shall prepare, execute, and submit for recording an amendment to the Declaration reflecting the reallocations described in this Section 5.4.

5.6. **Liability Insurance.** The Directors shall obtain a comprehensive policy of public liability insurance covering all of the Common Area for at least $1,000,000.00 per occurrence for personal or bodily injury and property damage that results from the operation, maintenance or use of the Common Area. Liability insurance policies obtained by the Association shall contain a “severability of interest” clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

5.7. **Fidelity Insurance.** The Association, in its discretion, may elect to obtain fidelity coverage against dishonest acts on the part of managers, directors, officers, employees, volunteers, management agents or others responsible for handling funds held and collected by the Association for the benefit of the Owners or Members. If the Association elects to procure fidelity insurance, the Association shall seek a policy which shall (a) name the Association as obligee or beneficiary, (b) be written in an amount not less than the sum of (i) three months’ operating expenses and (ii) the maximum reserves of the Association which may be on deposit at any time, and (c) contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of “employee.”

5.8. **Annual Review of Policies.** The Association shall review all insurance policies at least annually in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacements of the property which may be damaged or destroyed. The Association may, to the extent it deems necessary to more fully protect and insure the Association and its property, or to otherwise comply with evolving laws and insurance standards, modify the coverage standards set forth in this Article 5 without the necessity of amending this Declaration.

5.9. **Changes to Community Association Act.** The insurance provisions set forth in this Article 5 are intended to comply with and conform to the terms and conditions in Part 4 of the Community Association Act. If Part 4 of the Community Association Act is amended or modified after the date of this Declaration, the Declarant during the Declarant Control Period and the Association after the Declarant Control Period may amend this Article 5 to conform to the terms and conditions of Part 4 of the Community Association Act, as amended, by filing a recorded amendment to or restatement of this Declaration in the official records of the Salt Lake County Recorder, State of Utah.
ARTICLE 6
ARCHITECTURAL CONTROLS AND STANDARDS

6.1. **Architectural Control Committee.** There is hereby created an Architectural Control Committee (“ACC”) which shall be composed of a minimum of three (3) or more representatives appointed by the Board of Directors. If the Board of Directors does not establish or appoint the ACC the Board itself shall carry out the functions and responsibilities of the ACC. Notwithstanding the above, during the Declarant Control Period, the Declarant shall be entitled to carry out the functions and responsibilities of the ACC or may otherwise appoint all members of the ACC. The Association shall have no jurisdiction over architectural matters during the Declarant Control Period. Unless appointed by the Declarant, all members of the ACC shall be Members of the Association.

6.2. **Architectural Control Committee Approval.** The ACC’s primary responsibility is to ensure that the exteriors of all Units, including the roofs, be maintained in the same color and texture as originally established by the Declarant and that no Unit Owner or other person attach, erect, install, or place any thing on the exterior of Units or the interior of Units where the same might be visible from outside the Unit, or other buildings and structures in the Property without first obtaining ACC approval in accordance with this Article. In this regard, no structure, building, fence, wall, or thing shall be placed, erected, or installed upon any Lot or to any Unit and no improvements or other work (including exterior alterations of existing improvements, or planting or removal of landscaping) shall take place within the Property until the plans and specifications showing, without limitation, the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the ACC in accordance with this Article and any rules and regulations adopted by the ACC pursuant to the authority of this Article. ACC approval shall be required regardless of whether the structure, building, fence, wall, or thing to be constructed, placed, erected, or installed is new, or an addition, extension or expansion, change or alteration, or re-construction, replacement, re-erection, or re-installation of any of the foregoing.

6.3. **Rules, Regulations, Guidelines, and Procedures.** The Architectural Control Committee may establish rules, regulations, guidelines, and procedures to govern the submission, review, and approval of any plans submitted to it for review. Any rules, regulations, guidelines, and procedures established by the Architectural Control Committee hereunder may be made available to any Member upon request by that Member.

6.4. **Abandonment of Architectural Plan.** Without the prior written approval or vote of at least sixty-six percent (66%) of the Entire Membership, neither the Association nor the ACC shall have the power, by act or omission, to change, waive or abandon any plan, scheme or regulations pertaining to the architectural design or the exterior appearance or maintenance of Units, and the maintenance of the Common Area, including walls, fences, driveways, lawns and plantings.

6.5. **Application to Declarant.** The Declarant shall not be required to comply with the provisions of this Article in the initial construction of the Property.
ARTICLE 7
PARTY WALLS

7.1. General Rules of Law to Apply. Each wall that is built as a part of the original construction upon the Project which serves and/or separates any two adjoining Units shall constitute a party wall. To the extent not inconsistent with the provisions of this Article 6, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

7.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent said destruction or damage is not covered by insurance and repaired out of the proceeds of the same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

7.4. Exposure to Elements. Notwithstanding any other provision of this Article 6, an Owner who by negligent or willful actions causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that said protection is not covered by insurance and paid for out of the proceeds of the same.

7.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article 6 shall be appurtenant to the land and shall pass to such Owner’s successors-in-title.

ARTICLE 8
MAINTENANCE

8.1. Association’s Responsibility. The Association shall be responsible for maintenance of the Common Area. The cost of such maintenance shall be a Common Expense. This maintenance includes but is not limited to upkeep of all landscaping, upkeep and maintenance of the playground, the detention facility, and any other buildings and facilities which constitute part of the Common Area. The Association shall not have any responsibility for upkeep and maintenance of the Project or the Units, unless expressly required by this Declaration or expressly assumed by the Association pursuant to the authority of this Declaration.

8.2. The Association shall not have any responsibility for upkeep and maintenance of the Project or the Units, unless expressly required by this Declaration or expressly assumed by the Association pursuant to the authority of this Declaration.
8.3. Owner’s Responsibility. Each Owner shall be responsible for maintenance of his or her Unit, in a manner consistent with all applicable provisions of the Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association by the Governing Documents. Without limiting the foregoing, each Owner shall, at such Owner’s cost and expense, maintain the Unit so as to preserve, protect and restore the appearance thereof consistent with the original design and construction of all Units. Each Unit Owner shall also be responsible, at his or her sole cost and expense, to remove snow, ice and other obstacles from any public or private walkways or sidewalks appurtenant to his or her Unit. For purposes of this Section 7.2, public sidewalks located in front of (and for end Units, to the side of) each Unit shall be deemed appurtenant to that Unit. The Association may, however, in the default of the Owner to perform maintenance with respect to an Owner’s Unit which is such Owner’s responsibility, and after ten (10) days’ written notice to such Owner (which notice shall not be required in the event of emergency or threat to life, health, property or safety), provide exterior maintenance upon the Unit for which such Owner is responsible and may charge such Owner the costs of such maintenance as a specific assessment.

8.4. Access at Reasonable Hours. For the sole purpose of performing the maintenance required or otherwise authorized by this Article 7, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours.

8.5. Other Services Provided by Association. In addition to the maintenance of the common detention center servicing the Project and the payment of all costs with respect thereto, to the extent determined to be necessary or desirable by the Association, the Association may provide additional services to the Unit Owners as a Common Expense or specific assessment, as appropriate.

8.6. Alteration of Certain Maintenance Duties by Rule. The duty of maintenance for the area of a Lot outside the walls of the Unit, may be altered by rule of the Association.

ARTICLE 9
USE AND CONDUCT RESTRICTIONS AND REQUIREMENTS

The following use and other restrictions shall apply to the Project. These restrictions are in addition to those established by federal, state, or local law and ordinance and those which may be set forth elsewhere in the Governing Documents.

9.1. General Use Restrictions. All of the Property which is subject to this Declaration is hereby restricted to residential dwellings and buildings in connection therewith. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be removed from other locations to the Property. After the initial construction of a Unit on a Lot, no subsequent building or structure dissimilar to that initial construction shall be built on that Lot. No building or structure of a temporary character, trailer, basement, tent, camper, shack, garage, barn or other outbuilding shall be placed or used on any Lot at any time.

9.2. Quiet Enjoyment. No noxious or offensive activity shall be carried on upon any part of the Property nor shall anything be done thereon which may be or may become an
annoyance or nuisance to the Unit Owners, or which shall in any way interfere with the quiet enjoyment of each of the Owners or which shall in any way increase the rate of insurance.

9.3. **Parking.** No Owner shall park more than two (2) motor vehicles on each of his or her Lot or within the Project at any time. No motor vehicle which is inoperable shall be allowed within the Property (other than within the enclosed garage of a Unit), and any inoperable motor vehicle which remains parked on any Lot (other than in the enclosed garage of a Unit) over 72 hours shall be subject to removal by the Association at the vehicle owner’s expense, which expense shall be payable on demand. If the motor vehicle is owned by a Unit Owner, any amounts payable to the Association pursuant to this Section 8.4 shall be secured by the Lot, and the Association may enforce collection of said amounts in the same manner provided for in this Declaration for the collection of assessments. Recreational vehicles, boats, travel trailers and similar personal property shall only be parked within the Project as permitted by rule of the Association.

9.4. **Timeshares Prohibited.** No Unit Owner shall offer or sell any interest in his Unit under a “timesharing” or “interval ownership” plan, or any similar plan.

9.5. **Signs.** The Association shall have the right to regulate the display, use, size and location of signs within the Property. The right to regulate includes the right of prohibition. Notwithstanding the Association’s right of regulation, no signs, advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on the exterior of any Unit, within or upon the Common Area, or any portion of the Property. Nor shall such signs, billboards, objects of unsightly appearance, or nuisances be placed or permitted to remain within any Unit where the same are visible from the public streets or roadways. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the Declarant Control Period or by the Association in furtherance of its powers and purposes set forth in the Governing Documents, as the same may be amended from time to time.

9.6. **Compliance with Laws.** No Unit Owner shall permit anything to be done or kept in his Unit or any part of the Property that is in violation of any applicable federal, state, or local law, ordinance, or regulation or in violation of any LIHTC Project restrictions

9.7. **No Commercial Activities.** No commercial activities of any kind whatever shall be conducted on any portion of the Property, including an in-home business as defined by local ordinances. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its agents during the construction and sales period or by the Association in furtherance of its powers and purposes set forth in the Governing Documents, as the same may be amended from time to time or to any on-site property manager under contract to perform services for the Association.

9.8. **Smoking.** The Association is authorized to, by rule or resolution, prohibit tobacco smoking within or around the Common Areas and any other portion of the Property, including within Units or on patios of any Unit when it is reasonably determined that the smoke or the smell from the smoking might filter or drift into other Units or interfere with the use and enjoyment of the Property by other Unit Owners. In addition, the Association is authorized to
enforce and otherwise bring an action for nuisance under the provisions of Title 78, Chapter 38 of the Utah Code for and on behalf of any Unit Owner against any other Unit Owner or occupant whose smoking creates or constitutes a nuisance under said provision of the Utah Code.

9.9. **Pets and Animals.**

(a) **Restrictions.** The Association has the right to regulate and restrict, by rule of the Association, the keeping and harboring of pets and animals within the Property, including the keeping and harboring of pets and animals within the Units. This right includes the right to restrict the type, breed or species of animal, the number of animals which may be kept, the areas in which the animals may be kept or taken, and to completely eliminate the keeping and harboring of pets. Until such time as the Association adopts a policy expressly authorizing the keeping of pets and animals, the same shall not be prohibited within the Property. The Association may also establish procedural rules and regulations to implement its rules which should include provisions for notice and hearing. Commercial breeding of pets and animals is prohibited within the Property and may not be allowed or authorized by Association rule or resolution.

(b) **Owner Responsibility.** In the event the Association authorizes the keeping of pets and animals, Unit Owners must take due care to ensure that their pets and animals do not make excessive noises, cause any offensive smell, or create any physical threat to the safety of any other Unit Owner or person within the Property, or the safety of any guests, lessees, or invitees, particularly among children. Unit Owners are responsible for any property damage, injury, or disturbance that their pet may cause or inflict anywhere within the Property. To the extent the Association is subjected or otherwise exposed to any liability, claims, damages, costs, losses, or expense as a result of the actions of an animal, the Association has the right to make a claim against the Unit Owner. Unit Owners shall indemnify the Association from any claims, damages, or causes of action that arise from or otherwise relate to the conduct of their pets. This indemnification shall include any attorney fees, costs and expenses incurred by the Association.

9.10. **Hazardous Activities and Substances.** No Owner shall engage in or permit any of said Owner’s guests, visitors, tenants or invitees to engage in any activity that will cause an increase in insurance premiums for insurance coverage on the Property nor shall any Owner or any Owner’s guests, visitors, tenants or invitees engage in any activity that will cause or permit any hazardous substance or material to be stored, used or disposed of on or within the Property.

9.11. **External Apparatus.** The Association, by rule adopted by the Association, regulate, restrict or prohibit Owners from hanging, displaying, attaching or otherwise affixing any object (including without limitation awnings, canopies or shutters) on the exterior or roof of such Owner’s Unit if the same is visible from the public street in front of the Project (i.e., Merrimac Avenue) if such object detracts from the overall appearance and appeal of the Project.

9.12. **Exterior Television or Other Antennas.** To the extent not prohibited by law, no television, radio or other electronic antenna or device of any type shall be erected, constructed, affixed, placed or permitted to remain on the exterior of any Unit, on any Common Area, or the exterior of any building or structure upon the Property, or within any Unit, including the roof, where the same is visible from outside the Unit. The Association is hereby authorized to
establish and promulgate rules and regulations to govern the placement and installation of antennas covered by the Federal Communications Commission’s rules on “Over-the-Air Reception Devices,” which requires such antennas to be screened from street level view.

9.13. **Garbage Removal.** All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon. Garbage shall be placed in proper containers. Garbage containers for each Unit shall be kept inside the garages of such Units until such garbage containers are ready to be placed on the street for pick up by the city.

9.14. **Pest Control.** No Unit Owner or Unit occupant shall permit any object or condition to exist within or upon the Unit which would induce, breed or harbor insects, rodents or other pests. Each Unit Owner shall perform such pest control activities within and upon his or her Unit as may be necessary to prevent insects, rodents and other pests from being present in his or her Unit.

9.15. **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property. No derrick, lift, shaft or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the Property.

9.16. **Interior Utilities.** All utilities, fixtures and equipment installed within a Lot, commencing at a point where the utility lines, pipes, wires, conduits or systems enter boundaries of a Lot, shall be maintained and kept in repair by the Owner thereof. An Owner shall do no act or any work that will impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Lots or Owners.

**ARTICLE 10**
**LEASES AND LEASING**

10.1. **Purpose and Intent of Lease Restrictions.** The purpose of this Article 9 is to further Declarant’s intent to protect the value and desirability of the Project as a harmonious and attractive residential community and to avoid any deterioration of the same into a transient-apartment like community.

10.2. **Notification of Board.** An Owner who enters into a lease or rental agreement must notify the Association of the same, in writing, within fifteen (15) days after execution of the lease or rental agreement and along with such notification must provide to the Association a copy of the lease or rental agreement. An Owner must comply with the foregoing notice provision for each tenant with which it enters into a lease or rental agreement and for each renewal of any existing lease or rental agreement.

10.3. **Leasing Restrictions.** Any lease or rental agreement for any Unit shall be in writing and shall clearly state that (a) the terms of such lease or rental agreement shall be subject in all respects to the provisions of this Declaration and the other Governing Documents and (b) any failure by tenant/lessee/renter to comply with the terms of such documents shall be a default under the lease. Units may be leased only in their entirety. There shall be no subleasing of Units or assignment of leases without prior written approval of the Association. To further
Declarant’s intent, as set forth above, Owners may only lease their Units to Single Families. For purposes of this Article, the term “Single Family” means an individual living alone, a group of two or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than four persons who maintain a single housekeeping unit within the Unit. Any lease or rental agreement, whether an initial agreement or any renewal thereof, shall provide for a minimum lease term of not less than six (6) months; provided, however, the Association shall have the power to allow leases for a term of less than six months upon a showing by the Owner that such a lease is required to avoid undue hardship. Furthermore, the Association is authorized to make this Article more restrictive, including without limitation requiring longer minimum lease periods and establishing rental caps on the number of Units that may be rented within the Property. In no event shall nightly rentals be allowed.

10.4. **Enforcement Against Owner.** Notwithstanding any other rights of enforcement under this Declaration and other Governing Documents, or by applicable law, the Association may impose a fine, not to exceed $250, which shall constitute a lien upon such Owner’s Lot, for each violation by Owner’s tenant/lessee/renter of this Declaration or other Governing Documents. Such fine shall be imposed after the Association has given an Owner not less than ten (10) days’ written notice of such violation, and the Owner has failed to take appropriate actions within such 10-day period to remedy the same; provided, however, the Association shall not be required to give written notice before assessing a fine if the Association has previously given the Owner written notice during the preceding 12-month period for the same or similar violations. The Association may impose an additional fine on the Owner for each day such violation continues after the 10-day notice period provided herein (unless the Association is not required to give ten (10) days’ written notice as provided herein), which additional fines shall constitute a lien upon such Owner’s Lot. The Association need not provide any additional notice prior to fining an Owner for a continuing violation. There shall be added to any such fine reasonable attorney fees and costs incurred by the Association in enforcing this Article. Any fine levied pursuant to this Article shall be recoverable by the Association in the same manner as an assessment under Article 4 and shall create a lien in favor of the Association against the Owner’s Unit in the same manner as an assessment.

10.5. **Enforcement of Lease by Association.** Any lease or rental agreement for any Unit within the Property shall include the following language, and, if such language is not expressly contained in such lease or rental agreement, the Owner leasing his Unit hereby agrees that such language shall be deemed incorporated into the lease:

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NOTICE: Any violation of the Declaration of Covenants, Conditions and Restrictions of Wingate Village, Planned Development. (the "Declaration") and/or any rules and regulations adopted pursuant thereto (collectively, the "Violations"), by the lessee, tenant, any occupant or any guest of lessee, is deemed to be a default under the terms of the lease and authorizes the Landlord/Owner to terminate the lease without liability and to evict the lessee in accordance with Utah law. The Landlord/Owner hereby delegates and assigns to the Wingate Village Homeowners’ Association, or any management company which contracts with the Association, power and authority of enforcement against the lessee for breaches resulting from any Violations, including the power and authority to evict the lessee as attorney-in-fact on
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behalf and for the benefit of the Landlord/Owner, in accordance with the terms hereof. If the Association proceeds to evict the lessee, any costs, including reasonable attorney fees, court costs, and any other expenses incurred by the Association associated with the eviction shall be an assessment and lien against the Unit.

10.6. **Cumulative Nature of Remedies.** The remedies provided in this Article are cumulative and in addition to any remedies provided in this Declaration or at law or in equity.

**ARTICLE 11**

**SAFETY AND SECURITY**

Each Owner and occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and security of their property within the Property. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

**ARTICLE 12**

**EASEMENTS**

12.1. **Encroachments.** Each Lot and the Property included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or constructed by the Declarant. In the event a Residence or permitted structure containing on a Lot is partially or totally destroyed and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent Units or Common Area due to construction shall be permitted and that a valid easement for said encroachment and the maintenance thereof shall exist.

12.2. **Utilities.** There is designated on the Plat an easement upon, across, over and under the Property for public utility purposes. By virtue of this easement, it shall be expressly permissible for all public utilities serving the Property to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other necessary equipment on the Property, provided that all such services shall be placed underground, except that said public utilities may affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under roofs and exterior walls. Notwithstanding anything to the contrary contained in this Section 11.2, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property in such a way as to unreasonably encroach upon or limit the use of the Common Area, the Common Areas or any structure thereon. In the initial exercise of easement rights under this Section 11.2, a utility shall make reasonable efforts to occupy and use the same physical location or lane as other utilities. After a utility service has initially exercised its easement rights under this Section 11.2, the utility shall make reasonable efforts to occupy and use the same physical location as its prior installations. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, Declarant or the Association shall have the right to grant such easement on said Property without conflicting with the terms hereof. Declarant reserves the right to convey to itself and to other adjoining landowners, easements for roadway and utility use in the Project and
the right to connect to and use utility easements owned or controlled by the Association or serving the Property.

12.3. **Maintenance by Association.** An easement is hereby granted to the Association, its officers, agents, employees and to any maintenance company selected by the Association to enter in or to cross over a Lot and any Limited Common Area to perform the duties of maintenance and repair authorized or permitted the Association under this Declaration or the other Governing Documents.

12.4. **Drainage and Irrigation Easements.** Declarant reserves for itself and its successors and assigns, and for the Association, and its officers, agents, employees and successors and assigns, an easement to enter on, across, over, in and under any portion of the Property for the purpose of modifying the grade of any drainage channels on the Property to improve the drainage of water. Declarant also reserves the right to use or delegate the use of any irrigation ditches existing on the Property on the date this Declaration is recorded, and Declarant reserves for itself and its successors and assigns the right to construct, access and maintain additional irrigation ditches and lines on the Property for such other purposes as Declarant may from time to time deem appropriate.

12.5. **Owners’ Easements of Enjoyment.** Every Owner has a right and easement of use and enjoyment in and to the Common Area designated by the Declarant for the exclusive use of an Owner’s Unit. This easement is appurtenant to and passes with the title to every Lot, subject to the provisions of the Governing Documents. A Unit Owner has no easement of use of the air space outside of the boundaries of his Unit or, in the case of a patio or deck, outside the confines of the patio or deck as depicted on the Plat. Therefore, subject to the Association’s right of regulation, each Unit Owner’s easement of use with respect to an appurtenant patio or deck shall not extend (i) horizontally beyond or outside of the center line of any wall or other exterior surface constituting the perimeter boundary of the patio or deck or (ii) vertically beyond the interior surface of any covered area or ceiling over the patio/deck. In the event that a patio or deck is uncovered, the Unit Owner’s easement of use of the airspace for such patio or deck shall not extend beyond the height of the interior surface of the ceiling within the Unit Owner’s Unit.

12.6. **Easement for Declarant.** The Declarant shall have a transferable easement over and on the Project and the facilities and utilities of the Project for the purpose of making improvements on the Property for the purpose of doing all things reasonably necessary and proper in connection with the development and marketing of the Project.

12.7. **Reservation of Easements by Declarant.** The Declarant hereby reserves to itself during the Declarant Control Period the right to reserve easements over, beneath and through the Property, including over the Common Area and related facilities, for the purpose of making improvements to and developing the Property, including without limitation constructing, installing, marketing and maintaining any landscaping features, entrance features, project signage, street lights, paths, trails or sidewalks or other facilities or things benefiting the Property. The Declarant reserves to itself during the Declarant Control Period the right to make any dedications and to reserve, grant, vacate or terminate any easements, rights-of-ways and licenses as may be reasonably required by any governmental authority or to carry out the intent
and design of the Declarant’s plan for development of the Property, without compensation therefor.

12.8. **Easements of Record.** The easements provided for in this Article 11 shall in no way affect any other recorded easement.

12.9. **Limitations on Easements.** In no event shall any easement granted or reserved herein be construed to or have the effect of permitting entry into the interior portion of any Unit.

**ARTICLE 13**

**SPECIAL DEVELOPMENT RIGHTS**

13.1. **Intent and Purpose of Special Development Rights.** In addition to any other rights granted or reserved to the Declarant in this Declaration and the other Governing Documents, and notwithstanding any covenants, conditions, restrictions or other provisions of limitation within this Declaration, the Declarant, as the developer of the Property, is granted special development rights. These combinations of rights maximize the flexibility of the Declarant to adjust the size and mix of the Property to the demands of the marketplace, both before and after creation of the Project. This Declaration shall be liberally construed to advance Declarant’s rights and interest in developing the Property.

13.2. **Municipal Zoning and Subdivision Approvals.** The Declarant shall have the right to further subdivide the Property and to apply for any zoning or subdivision approvals or permits from Salt Lake City, Utah, or any other applicable governmental authority with respect to the Property or any adjacent property owned by Declarant, whether or not such adjacent property is annexed into the Project. This right includes but is not limited to applying for and obtaining zoning permits, subdivision approvals, plat approvals or approvals to amend the Plat or any plats. Further, except for any such approval that would (a) affect title to the Owner’s Unit or (b) alter the boundaries of an Owner’s Lot, each Unit Owner hereby waives his or her right to object to any such approval sought by Declarant, and, to the extent the approval and consent of any Owner is required under state or local law each Owner agrees to sign the application or other documents required for such action.

13.3. **Declarant Business, Marketing and Sales.** Notwithstanding any provisions to the contrary contained in this Declaration or any other Governing Documents, it shall be expressly permissible for Declarant, or its written designee, to maintain such facilities and conduct such activities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of Units during the Declarant Control Period, and upon such portion of the Property as Declarant deems necessary, including without limitation a business office, storage areas, construction yard, signs, model units and sales offices. As part of the overall program of development of the Property into a residential community and to encourage the marketing thereof, the Declarant shall have the right of use of any Units which have not been conveyed to purchasers without charge during the Declarant Control Period to aid in its marketing activities.

13.4. **Additional Development Rights.** The Declarant shall have the right to (a) dedicate any access roads and streets serving the Property for and to public use, to grant road
easements with respect thereto and to allow such street or road to be used by owners of adjacent land; (b) convert any part or portion of the Property to a different regime of residential ownership; or (c) create or designate common areas or within the Property.

13.5. **Assignment of Declarant’s Rights.** Any and all rights and powers of the Declarant contained in this Declaration and other Governing Documents may be delegated, transferred or assigned by the Declarant, in whole or in part. To be effective, any such delegation, transfer, or assignment must be in writing, signed by Declarant, indicate the extent and nature of such assignment, and be recorded in the Office of the Salt Lake County Recorder.

**ARTICLE 14**

**AMENDMENT**

14.1. **By Class A Members.** Except as otherwise specifically provided herein, this Declaration may be amended, modified, extended, or revoked, in whole or in part, by the affirmative vote or written consent, obtained by written ballot or otherwise, or any combination thereof, of Owners representing at least sixty-six percent (66%) of the total votes in the Association. Notwithstanding the above, the percentage of votes necessary to amend a specific provision shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that provision.

14.2. **By Declarant.** Declarant has the right to unilaterally amend, modify, extend or revoke this Declaration for any purpose during the Declarant Control Period, with or without notice to the Class A Members. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer, or guarantor of mortgage loans to make, purchase, insure, or guarantee mortgage loans on any Lot; (d) to satisfy the requirements of any local, state or federal governmental agency; or (e) to correct any scrivener’s error. However, any such amendment occurring after the Declarant Control Period shall not adversely affect the title to any Lot unless the Owner shall consent in writing. Declarant’s right to amend shall be construed liberally and shall include, without limitation, the right to amend and/or restate this Declaration in part or in its entirety.

14.3. **By the Association.** The Association has the right, after the Declarant Control Period, to unilaterally amend this Declaration if such amendment is necessary to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination.

14.4. **Validity.** No amendment made by the Class A Members or the Association during the Declarant Control Period shall be effective unless the Declarant provides its prior express written consent to such amendment, which consent is within Declarant’s sole and absolute discretion. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.
14.5. **Effective Date.** Unless a later effective date is specified in the amendment, any amendment shall be immediately effective upon recording in the office of the Salt Lake County Recorder a copy of such amendment accompanied by a verified certificate of the Secretary of the Association stating that the required number of votes or consents was obtained and that a record of such votes or originals of the consents will be placed on file in the Association’s office. In the case of unilateral amendment by Declarant as provided for herein, such amendment shall be immediately effective upon recording in the official records of the Salt Lake County Recorder, State of Utah, a copy of such amendment signed and verified by the Declarant.

**ARTICLE 15**

**ENFORCEMENT**

15.1. **Violations Deemed a Nuisance.** Every violation of this Declaration or any rule, regulation, or resolution established pursuant to the authority of this Declaration is deemed a nuisance and is subject to all the remedies provided for the abatement or correction of the violation provided for in this Declaration, any rule, regulation or resolution, or by law or equity.

15.2. **Legal Action Authorized.** The Association, the Declarant or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all provisions of this Declaration or any rule, regulation or resolution established pursuant to the authority of this Declaration, including all charges and liens now or hereafter imposed pursuant to the authority of this Declaration, against any person, persons or entities violating or attempting to violate any provision of this Declaration or any rule, regulation or resolution established pursuant to the authority of this Declaration, to restrain or abate or otherwise recover damages for the violation, and against the land to enforce any charge or lien created by this Declaration. In addition to taking legal action, the Declarant and the Association shall have the right to grant variances and stay enforcement proceedings against any Owner on a case-by-case basis when they determine such action is in the best interests of the Association.

15.3. **Fines and Penalties.** The Association may levy a fine or penalty against any Owner who fails to refrain from violating this Declaration or any rule or regulation established pursuant to the authority of this Declaration. Such fine or penalty shall be in an amount that is specifically provided for in a fine schedule adopted, and amended from time to time, by the Association. The Association may establish time frames and requirements for written notice, hearings, and cure periods for Owners in violation prior to levying such fine or penalty, which notice shall be at least 48 hours. Any fine or penalty levied by the Association that is not paid within 15 days (such time period shall be stayed should the Governing Documents require any period to cure or for notice and hearing) shall be recoverable by the Association in the same manner as an assessment under Article 4, and shall create a lien in favor of the Association against the Owner’s Unit in the same manner as an assessment.

15.4. **Attorney Fees and Costs.** Any fine or penalty levied against an Owner for any violation shall include any attorney fees and costs incurred by the Association with respect to such violation. The prevailing party in any action to enforce this Declaration or any rule or regulation established pursuant to the authority of this Declaration shall be entitled to an award of reasonable attorney fees and costs incurred in such action.
15.5. Nonexclusive Remedies. All the remedies set forth in this Declaration are cumulative and not exclusive to any others provided elsewhere in the Governing Documents, the Community Association Act, or by other applicable laws and ordinances.

15.6. Non-Liability. The Association, officers, or Members of the Association shall not be liable to any Unit Owner, lessee, tenant, member or other individual for a mistake in judgment, or for any negligence or non-feasance arising in connection with the performance or non-performance of duties under the Governing Documents or the Community Association Act.

15.7. Arbitration; Mediation. The Association may, by rule or resolution, establish procedures for mandatory mediation or arbitration to settle disputes between and among the Association and Unit Owners. Any such rule or resolution shall operate prospectively only.

ARTICLE 16
GENERAL PROVISIONS

16.1. Implied Rights; Board Authority. The Association may exercise any right or privilege given to it expressly by the Governing Documents, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. All rights and powers of the Association may be exercised by the Association without a vote of the membership except where applicable law or the Governing Documents specifically require a vote of the membership.

16.2. Disclaimer of Liability. The Association shall not be liable for any failure of services to be obtained by the Association or paid for as a Common Expense, or for personal injury or property damage caused by the elements, any Unit Owner, or any other person resulting from electricity, water, snow or ice which may leak or flow from or over any of the Property or from any pipe, drain, conduit, appliance or equipment, or any secondary or consequential damages of any type. No diminution, offset or abatement of any assessment shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Property by the Association or from any action taken by the Association to comply with any law, ordinance, or with the order or directive of any governmental authority.

16.3. Dates and Times. In computing any period of time prescribed or allowed by the Governing Documents, the day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a state or federal holiday, in which event the period runs until the end of the next day that is not a Saturday, a Sunday or a state or federal holiday. The deadline of the last day of the period so computed shall be 5:00 P.M., Mountain Time.

16.4. Interpretive Conflicts. In the event of any conflict between the provisions of any of the Governing Documents, the documents shall control in the following order of authority: (1) the Declaration; (2) the Articles; (3) the Bylaws; and (4) any rule, regulation, or resolution passed pursuant to the authority of the foregoing documents.

16.5. Severability. All of the terms and provisions of this Declaration shall be construed together, but if any one of said terms and provisions, or any part thereof, shall at any time be held invalid, or for any reason become unenforceable, no other terms and provisions, or
any part thereof, shall be thereby affected or impaired; and the Declarant, Association and Owners, their successors, heirs and assigns shall be bound by each term and provision of this Declaration, irrespective of the invalidity or enforceability of any other term or provision.

16.6. **Duration.** The covenants, conditions, restrictions and easements of this Declaration shall run with and bind the Property, and shall inure to the benefit of, and be enforceable by, the Association, the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless terminated by sixty-six percent (66%) of the Owners and the recordation of a notice of termination in the official records of the Salt Lake County Recorder, State of Utah.

16.7. **Notices.** Any notice required to be sent under the provisions of this Declaration shall be deemed to have been properly sent when deposited in the U.S. Mail, postage prepaid, to the last known address of the person who is entitled to receive it. The Association may, by resolution, adopt a policy for notification via electronic communication or transmission (such as e-mail) to Unit Owners in lieu of notice by mail. In addition, the Association may require that Unit Owners maintain a current e-mail address with the Association for such purpose. The Association may, from time to time, adopt other methods for giving any notice to Owners for purposes of this Declaration or the other governing documents, provided such methods are fair and reasonable and otherwise comply with the Community Association Act.

16.8. **Gender and Grammar.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

16.9. **Waivers.** No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

16.10. **Topical Headings.** The topical headings contained in any article, section, or subsection of this Declaration are for convenience only and do not define, limit, or construe the contents of this Declaration or any provision hereof.

[Signatures on following page.]
IN WITNESS WHEREOF, the undersigned, as the Declarant herein, has hereunto set its hand this _____ day of ____________, 2017.

WINGATE VILLAGE DEVELOPMENT, LLC
a Utah limited liability company

_________________________________
By:_________________________________
 Its: ________________________________

SIGNATURE WITNESSING

STATE OF UTAH
) ) ss
COUNTY OF GRAND
) )

On this ___ day of ____________, in the year ______, before me, _____________________, personally appeared ____________________________, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding or attached document in my presence.

_________________________________
Notary Public

SLC_3393173.5
EXHIBIT A

BYLAWS OF THE ASSOCIATION

[See attached.]
EXHIBIT B

LEGAL DESCRIPTION OF THE PROPERTY

SERIAL NUMBER

The following real property is located in Grand County, Utah:
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Previous Balance</td>
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</tr>
<tr>
<td>Licenses &amp; Permits - Planning &amp; Z. Fees</td>
<td>4,060.00</td>
</tr>
<tr>
<td>10-3220-000-000 PLANNING &amp; Z. FEES</td>
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<tr>
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</table>

Duplicate Copy

02/01/2019 9:13 AM
Our Mission: The Mission of Grand Water & Sewer Service Agency is: to utilize our expertise, knowledge, experience, and long range planning to secure and maximize the resources to protect our community’s health and welfare by providing culinary water, irrigation water and wastewater collection services with a commitment to efficiency, sustainability, safety, and public awareness.

**Grand Water & Sewer Service Agency**

Summary of 2018 culinary water use:
332,242,000 gallons sold (1020 AF)
1986 Active Connections
Estimated Equivalent Residential Connections = 2,205

Distribution: GWSSA has over 60 miles of water distribution piping. We have a one million-gallon steel water tank and a three million-gallon concrete tank. Construction is in process of an additional 500,000-gallon concrete tank. We are also in the process of upsizing waterlines throughout the valley to increase fire protection for our residents and to accommodate new growth.

Availability: GWSSA presently employs four groundwater wells that are approved for culinary use by the Division of Drinking Water. We generally run one well during the colder months and add a second well to supplement during the outdoor watering season. Peak source capacity is 3,285 gpm. The rate at which new sources, storage and distribution are developed is dependent upon growth. Location and type of growth do not matter as much as the rate of growth. For example: A 200-unit apartment building can be constructed in the time it takes to build one home. This would accelerate our growth rate requiring swifter planning on GWSSA’s part if there were multiple projects. If a developer proposes a project in an area that GWSSA does not have sufficient fire flows or pressures; the developer is required to pay to upgrade the GWSSA facilities in order to receive service. Another example: The high-density housing overlay on Lance Avenue. Lance is served by a four-inch water line. Any developer wishing to utilize the overlay would likely be required to replace the existing water line with an eight-inch line and possibly add fire hydrants.

We are not hydrologists and do not consider ourselves qualified to estimate actual amount of available water in the aquifer. GWSSA believes that once the USGS Study is published and the Division of Water Rights completes their adjudication process we will endeavor to form a Groundwater Management Plan that will outline trigger points to manage availability.

Quality: GWSSA culinary water is of excellent quality. Our water quality reports are available at [www.grandwater.org](http://www.grandwater.org)
A (partial) Summary of key facts, findings, questions, and references on the State of our Watershed, plus some goals and actionable items

Compiled by Jeff Adams, Canyonlands Watershed Council

1. The 6-month moratorium on overnight accommodations provides a critical time to establish a working understanding of our water systems to guide planning efforts. Even though we do not know everything about our water system, and are waiting on studies to be published and water rights to be adjudicated, we do know a lot and can make reasonable assumptions based on the best currently available information in order to take measures to protect the long term health and reliability of our water and thus community.

2. Key outcomes of this moratorium could include:
   a. Coordinate monitoring efforts and analyze/model all available well, spring, creek, and precipitation data to understand trends in our water availability
   b. Determine a Safe Yield (the amount of water that can be withdrawn each year without risking harm to the aquifer) for both the Glen Canyon and Valley Fill aquifers
   c. Refine our understanding of current groundwater use and compare this to Safe Yield in order to establish a remaining number of Equivalent Residential Connections (ERC’s) that our water systems can currently support. Water infrastructure capacity also needs to be factored.
   d. Identify and consider strategies for conservation and/or developing additional water resources with careful intention to avoid demand hardening (loss of ability to decrease water use in a drought without compromising essential water uses like cooking and bathing or cutting off junior rights holders)
   e. Adopt ordinances that insure all new development and redevelopment meets the highest water standards including water efficient landscaping, green storm water infrastructure, and plumbing for greywater reuse

3. Provisional results from the USGS water study indicate there was 11,300 – 12,700 Acre feet per year of groundwater discharge during the study period
   a. Safe Yield is likely somewhere between these volumes, which are significantly lower than previous estimates
   b. “Predictions from current models range from a slight increase in Colorado River Basin precipitation to a greater than 30% decrease in annual runoff”
   c. Adjusting the USGS data to account for this estimated potential decreased runoff of 30% puts future groundwater discharge at 7,910 – 8,890 AF/YR under climate variability scenarios. Some percentage of climate variability reductions in runoff needs to be considered in setting a Safe Yield for our aquifers.

4. The draft Current Water Use section documents 14,504 AF of water diverted in 2017 for all users

---

1 USGS draft report, table 12, (not published)
a. This includes groundwater and some surface water, which need to be differentiated in order to compare to the USGS figures
b. Some amount of the diverted water returns to groundwater and/or becomes base flow in Mill/Pack Creek (“return flows”), or is discharged into the Colorado River, while the majority is used by people and plants or lost to evaporation. The amount and location of return flows needs to be better understood.
c. Data is lacking on diversion volumes for private springs, private wells, and Pack Creek surface diversions and the numbers used are estimates based on paper water rights, which are likely high. Diversion from these sources needs to be better understood.
d. This draft will be discussed at 3/20/19 MAWP meeting, 1-3pm, Grand Center.

5. A meeting between Marc Stilson (Div. Water Rights), Dave Horsley (Div. Water Rights), Dana Van Horn (GWSSA), Arne Hultquist (Watershed Coordinator), and Jeff Adams (Canyonlands Watershed Council) on January 9, 2019 to discuss the draft Current Water Use section resulted in agreement about discharges from our watershed that could be available for further development with specific infrastructure/efforts. These sources of water include:
   a. Effluent from the Waste Water Treatment Plant (or conservation prior to entering the sewer system plus conservation of outdoor uses)
   b. Sub-surface outflow to the Colorado River
   c. Winter overflow from springs and base flow in creeks
   d. Irrigation return flows into Mill and Pack Creeks
   e. The group agreed that all other water sources were believed to be diverted at or near capacity, and the volumes from the above sources need to be determined

6. Watershed-wide monitoring of well levels, spring and creek discharge, precipitation, and use is needed.
   a. Monitoring is currently done by Moab City, GWSSA, MIC, USGS, and SJSVSSD
   b. Groundwater levels appear to be in decline based on a review of the USGS Ground Water Watch. The USGS has well level plots available for five wells in the golf course area, with all five plots showing a peak water level around 1988 (in connection to Ken’s Lake being completed in 1981) with a steady downward trend since (with seasonal / annual upticks). The three additional wells with plotted data in the vicinity of Matheson Wetlands also show a declining trend in water levels3. Coordinated monitoring, analysis, and modeling of groundwater levels and flow paths is critically needed.
   c. GWSSA submitted a Monitoring Plan report to the State Engineer on 6/28/20174 with data, “that has not indicated ‘any negative affects’”
      i. Based on this monitoring, the State Engineer approved increasing groundwater withdrawals from 816 AF/YR to 965 AF/YR

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3 USGS Ground Water Watch – Moab-Spanish Valley -  

ii. Continuation and expansion of this monitoring, along with correlation and analysis with other data sources is needed.
d. SJSVSSD is required to monitor as part of its Change Application\(^5\)
   i. “(M)onitor data related to the regional groundwater table, potential contamination issues within the valley, and potential adverse impacts to the natural environment including at the Matheson Wetlands preserve” (p2)
   ii. “If the existing monitoring networks are not collecting sufficient data to accomplish the full scope of this task, the (SJSVSSD) is advised that additional efforts on the (SJSVSSD)’s part will be required to accomplish and comply with this condition” (p2, emphasis added)
   iii. Having the Junior right holder incur the Cost of additional monitoring seems fair, though this issue is far to important to be left in the hands on one entity and its consultants.

7. Creek flow patterns ("hydrograph") of Mill/Pack Creeks are typified by relatively consistent base flows (groundwater fed) with episodic spikes in flow during spring snow melt and storm events.
   a. Sheely diversion is a tunnel on Right Hand at Mill Creek that directs creek water to Ken’s Lake; an agreement between GWSSA and BLM requires that a minimum three cubic feet per second of water flow past Sheely diversion to sustain riparian ecosystem functions.
   b. During irrigation season MIC often diverts, per their rights, the majority/all of the remaining flows of Mill Creek near Power Dam. Depending on shareholder usage, some portion of this water overflows back into Mill Creek down stream of the diversion points.
   c. The Pack Creek diversion immediately down stream of the bridge diverts close to 100% of base flows into the irrigation diversion channel.
   d. MIC and GWSSA try to shut down their irrigation diversions during storm events to avoid filling them with sediment.

8. Ken’s lake is intermittently reliable for meeting irrigation needs with surface water and has had significant mandatory reductions in 2018 (50%), 2013 (60%), and 2012 (40%); In 2018 GWSSA pumped 646 acre feet of groundwater from the Valley Fill Aquifer to augment ssers impacted by low Ken’s lake levels, plus pumped additional water for MIC\(^6\)
   a. Ken’s Lake has been mentioned as a potential future source of culinary water “when all of the agriculture converts to development”. The capital and on-going costs of this treatment infrastructure is expensive, and comes with probable sacrifices to recreation uses and agrarian lifestyles.

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\(^5\) Letter from State Engineer regarding SJSVSDD Monitoring Plan and request for variance to increase pumping from 50 gpm to 320 gpm - [https://waterrights.utah.gov/docImport/0605/06059206.pdf](https://waterrights.utah.gov/docImport/0605/06059206.pdf). See also OSE approving water rights transfer (footnote #2)

b. Ken’s lake has not been consistently reliable for irrigation and thus does not appear to be a reliable option for culinary uses.

c. A presentation by Weber Basin Water Conservancy District cited that municipal land use often uses more water than agriculture because of lawns, and is dependent on housing density. Additional data and clarification should be sought if Ken’s Lake is to be considered as a possible future culinary water source through conversion of agriculture uses.

   a. Seepage from Ken’s Lake and/or Faux Falls creek has increased well water levels in the area since being built in 1981, see USGS plots per footnote 3
   b. GWSSA reports estimated seepage data in the annual reports, with values ranging from 2,339 AF (2017) to 187 AF (2009)\(^8\)
   c. UT code 73-3b-101 “Groundwater Recharge and Recovery Act”\(^9\) sets conditions where a water rights holder can obtain a permit to Recharge and a permit to Recover water artificially placed in an aquifer
      i. Under this act, the permit holder may recover “the amount of water stored by the recharge project which the State engineer determines has reached the aquifer and remains within the hydrologic area of influence” – This would be great to have the State Engineer determine
      ii. Currently GWSSA/MIC do not have permits to artificially recharge the aquifer, to my knowledge, as Ken’s Lake was designed to store surface water for irrigation
      iii. As the Rights holder, it could be interpreted that these entities would have first right to recover the water recharging the aquifer
      iv. Moab City may also want to consider this approach as a means of “banking” excess winter spring flows

10. Three major paper water rights holders in the Moab-Spanish valley watershed are Moab City, GWSSA/GCWCD and Moab Irrigation Company with a total of 18,314 Acre feet per year (AF/YR)\(^10\). Most of these rights have priority dates pre-1950’s.

11. The Moab-Spanish valley watershed has far more paper water rights allocated than wet water exists. The UT Division of Water Rights is currently going through a multi-year Adjudication process to determine which water rights are in good standing and which shall be forfeited. The Adjudication will help to determine total water demand and seniority under UT water law.

12. A few key points of the Order of the State Engineer (OSE) approving the San Juan Spanish Valley Special Service District (SJVSSD) change application\(^11\) to transfer 5,000

\(^7\) Presentation by David Rice, Conservation Programs Coordinator, at UT Water Conservation Workshop, October 2018, Salt Lake City
\(^8\) GWSSA Annual reports can be found here: [http://www.grandwater.org/annual-reports.html](http://www.grandwater.org/annual-reports.html)
\(^9\) UT Groundwater Recharge and Recovery Act - [https://le.utah.gov/xcode/Title73/Chapter3B/C73-3b-P1_1800010118000101.pdf](https://le.utah.gov/xcode/Title73/Chapter3B/C73-3b-P1_1800010118000101.pdf)
AF/YR of water rights into the Spanish Valley/Bridger Jack Mesa/ Colorado River (2017 priority date) include:

a. “This approval … does not guarantee the applicant water in the future except as may be available to the applicant under the respective priority of the underlying application” (p5)
b. Approval was predicated on previous estimates of 13,000 - 17,000 AF/YR of water (p7)
c. “The State Engineer believes there is some volume of water available for development by the applicant that will not exceed the safe yield of the target aquifers even with future full development of the existing approved municipal uses for Moab City and Grand County” (p9) (emphasis added)
d. 20 Entities/ individuals Protested this change application, including GWSSA, Moab City, BLM, Div. Wildlife Resources, and The Nature Conservancy (p2)

   a. UT State Engineer Kent Jones presented at the Southeast Utah Water workshop in Moab, October 2017:
      i. “The meek will not inherit the water”
      ii. Australia replaced Prior Appropriation water law, maybe UT should consider this as well
   b. OSE for SJSVSSD – Requires a comprehensive groundwater recharge and discharge study to establish safe yield, and notes that SJSVSSD “will be required to enter into a groundwater management plan to reduce uses to safe yield volumes” if determined by said study
   c. The concept of a groundwater management plan is great, though this appears to be a tool to allow junior rights holder SJSVSSD to develop and use water resources held by right, and planned to be used by, senior rights holders Moab/GWSSA/MIC. This is a matter for counsel with a water attorney.

14. The Colorado River has been cited as a potential source of more water during discussions about our limited water availability and continued development
   a. GCWCD and SJSVSSD each hold 5,000 +/- AF/YR of rights to surface water from the river
   b. There are infrastructure costs, water quality, and Colorado Compact legal considerations to weigh in any decision to pursue this source.

15. Moab City has hired hydrogeology consultants to updated the Water Source protection plans and perform a Hydrologic and Environmental Systems Analysis (HESA) of the City springs/ wells

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12 Phase 1 of the HESA is available here: http://www.heath-hydrology.com/City_of_Moab_-_MCSW_Phase_1_HESA_Report.pdf; Castle Valley also had a HESA and the report is available here: http://www.castlevalleyutah.com/pdfs/2016HSAHHICastleValleyFinalReportPhase1HESA.pdf
MOAB WATER FACTS

City of Moab Water Conservation and Drought Management Advisory Board

October 2018

Paper Groundwater Rights:
Moab City: 10,091 AF ** (others have calculated it at 9440 and 9658)  
GWSSA: 3940 AF ***  
SJSVSSD: 500 AF *(Currently they have approval for 500 AF but their water right is 5,000 AF)  
Estimated private well water rights currently being used: 400 AF*

Estimated surface water rights that are “base flow” or groundwater:
GCWCD & MIC at Shelley Tunnel: 2,500 AF*  
MIC Lower Diversions: 1783 AF ****

Total amount of GW currently considered appropriated:
Paper water rights (14,931 total) + base flow rights (4,283) = 19,214 AF

Current estimate of production potential:
Moab City: 5,401 AF**  
GWSSA: 3,940 AF*** (potential was reported as 9,444 AF but they only have 3,940 AF of water rights)  
SJSVSSD: 0 AF*  
GCWCD & MIC at Shelley Tunnel: 2,500 AF*  
MIC Lower Diversions: 1783 AF ****  
Private Wells: 400 AF *  
Total current production potential = 14,024 AF

Current estimate of Water requirements:
Moab City estimate at build out: 9434 AF***  
GWSSA estimate by 2060: 1550****  
SJSVSSD estimate by 2060: 500* (5000 if full rights are developed as stated in the SJSVSSD 40-year water right plan)  
GCWCD & MIC at Shelley Tunnel if use stays the same: 2,500 AF *  
MIC Lower Diversions if use stays the same: 1783 AF ****  
Private Wells if use stays the same: 400*  
Total Current estimate of water requirements = 16,167 AF

Estimates of current groundwater use:
Moab City: 2283 AF **  
GWSSA: 830 AF***  
SJSVSSD: 0  
Private Wells: 400 *  
GCWCD & MIC at Shelley Tunnel: 2,500 AF *  
MIC Lower Diversions: 1783****  
Estimated total amount of groundwater currently being used= 7,796

Sources:
*UDWRi  
**Moab City 2016 Water Conservation Plan  
*** GWSSA 2014 Water Conservation Plan  
**** MIC 2017 Water Distribution Plan

Conversions and Acronyms:

AF = Acre Foot or Acre Feet  
Cfs = cubic feet per second  
1 AF = 325,851 gallons  
1 cubic foot = ~7.5 gallons  
1 cfs/year = 236,000,000 gallons  
1 cfs/year = 724 AF  
GWSSA = Grand Water and Sewer Service Agency  
SJSVSSD = San Juan Spanish Valley Special Service District  
UDWRi = Utah Division of Water Rights  
GW = Groundwater  
GCWCD = Grand County Water Conservancy District  
MIC = Moab Irrigation Company  
TNC = The Nature Conservancy  
GCA=Glen Canyon aquifer  
VF=Valley Fill aquifer

Estimates for Use:
- single-family home with landscaping = 1.0 AF per year  
- condominium without landscaping = .45 AF  
- seasonal cabin without landscaping = .25 AF  
- hotel room = .36 AF
I believe Eric Johanson, Engineering is coming to the meeting. Attached is the water fact sheet that we posted on the sustainablemoab.com website. I know most of you are familiar with the document. Below is a preliminary water user estimate:

Water Use by Sector

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<tr>
<th></th>
<th>Annual Quantity</th>
<th>Percentage of Total Use</th>
<th>Units</th>
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<tbody>
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FYI - many of the hotels in town that joined the Green to Gold Business Program have been receptive to messaging to their guest and learning about conservation. Attached are the postcards that were provided. Additionally, I have distributed over 200 door hangers about water conservation. I just dropped 20 more to Moab Spring Ranch yesterday.

Rosemarie
--
Dr Rosemarie Russo, Sustainability Director
217 East Center Street
Moab, Utah 84532-2534
435 355-0617
www.sustainablemoab.com

Please consider the environmental impact of printing.
February 12, 2019

A regular meeting of the Grand County Planning Commission convened on the above date at the Grand County Courthouse, 125 E. Center St., Moab, UT 84532

**Members Present:** Chair Gerrish Willis, Vice Chair Abby Scott, Christine “Cricket” Green, Kevin Walker, Robert O’Brien, Emily Campbell and Rachel Nelson

**Members Absent:**

**Staff Present:** Zacharia Levine and Kenny Gordon

**Council Liaison:** Terry Morse

Meeting was called to order at 5:00 pm by Chair Gerrish Willis.

**Citizens to be heard:** Mark Horwitz. Complaint about bed & breakfasts. Consider bed & breakfasts in a different light.

**Action Item**

Chair Gerrish Willis talk about the January 22, 2019 minutes. Emily Campbell stated that she was not present and that the minutes showed that she was present. Robert O’Brien stated that he was not present at that meeting. Gerrish Willis pointed out other errors in the minutes. Gerrish Willis also pointed out the under item six (6) there were some errors. Emily Campbell pointed out that item three (3) misspelling, should be “use” and not “sue.” Voted (as listed below).

**Discussion Item**

On February 5, 2019 County Council passed an ordinance enacting a temporary land use regulation prohibiting new land use permits for any land use associated with overnight accommodations, including hotels/motels, campgrounds, bed and breakfasts, condominiums and townhomes used for overnight accommodations, or any other land use associated with overnight accommodations. This temporary land use regulation does not apply to existing structures or vested development projects.

Gerrish Willis asked about the term “bunkhouses.” Zacharia Levine provided some clarification about the ordinance.

Staff intends to review the adopted temporary land use regulation with planning commissioners as well as the questions and considerations provided by the Council. Staff intends for this to be a preliminary discussion regarding the process planning commission will follow in order to eventually provide recommendations to the County Council on changes to the land use code, if deemed necessary.

This document will serve to direct and guide the Community and Economic Development Department and the Planning and Zoning Commission in deliberations on the planning and regulation of future development in Grand County by locating and proposing appropriate zoning and/or rezoning of new development of the following Land Uses:

- All overnight rental accommodations, including but not limited to hotels, motels, condominiums, bed and breakfasts, apartments and bunk houses
- General retail and wholesale businesses
- Restaurants
- Light industry
- Automobile related businesses including ATV’s and OHV’s
- Other businesses which are appropriate for the economic benefit of the community

This should include considerations of:

- Where the respective uses should be located in the county
- A map of the placement of the uses that can be used to create the necessary zoning to ensure the intent of this moratorium is adhered to
• Attention given to a balance of services in locations that will serve the beneficial needs of the community
• Economic diversification
• Current essential needs

It is anticipated this study will result in legislative action being taken by the County Council on the recommendations of both the Community and Economic Development Department and the Planning and Zoning Commission once they have completed their evaluations and have put forth their conclusions.

How much lodging related development does the County want and need? Where does it belong? In what form should it be allowed?

Terry Morris addresses the commission. Council would hope that the Planning Commission would be able to do this in consideration of specific uses but other resources like water so that there is a firm grip on what the usage is of those resources and to try and foresee future development in a way that won’t over tax the resources that we have.

Planning Commission determines to compile a list of questions and comments for County Council to further define the process and how to proceed.

Approval of Minutes: January 22, 2019: Motion to approve the January 22, 2019 meeting minutes with corrections made by Kevin Walker, Seconded by Abby Scott. For 4, against 0, abstained 3 (Gerrish Willis, Robert O’Brien, and Emily Campbell were not present). The January 22, 2019 minutes were approved.

Future Considerations:

Community Development Department Update: None.

County Council Liaison report: None.

Adjournment: Motion to adjourn meeting, all were unanimous. Adjourned at 6:45 pm.
Grand County Planning Commission

February 26, 2019

A regular meeting of the Grand County Planning Commission convened on the above date at the Grand County Courthouse, 125 E. Center St., Moab, UT 84532

Members Present: Chair Gerrish Willis, Vice Chair Abby Scott, Robert O’Brien, Christine “Cricket” Green, Kevin Walker, and Rachel Nelson

Members Absent: Emily Campbell

Staff Present: Zacharia Levine and Kenny Gordon

Council Liaison: Terry Morse

Meeting was called to order at 5:00 pm by Chair Gerrish Willis.

Citizens to be heard: Mark Horwitz. The winds of change are coming and I love what you’re doing with this moratorium.

Action Items:

Ballard RV Park Expansion (Conditional Use Permit)

Move to forward a favorable recommendation of the Ballard RV Park Expansion (Conditional Use Permit) to the Grand County Council.

Review and consider application materials provided to the planning commission related to the proposed Ballard RV Park Expansion (Conditional Use Permit). Staff recommends the planning commission move to forward a favorable recommendation to the Grand County Council with the following conditions:

- Establish no noise hours from 10:00 p.m. to 6:00 a.m.
- Establish a no fire policy
- Provide a landscaping and screening plan in accordance with Section 6.4 of the LUC

*Note: This campground established a vested application prior to the enactment of Ordinance 586 prohibiting applications for new accommodations based development for a six-(6)-month period.

Gerrish Willis points out that not all proposed sites are within 200’ of a bathhouse per Grand County Land Use Code 3.2.3(6). Robert O’Brien motions to require applicant to work with planning and zoning staff to meet the requirement of the Grand County Land Use Code. Seconded by Abby Scott. All were unanimous, motion carries.

3058 & 3060 Spanish Valley Dr. (Sketch Plan)

The applicant is seeking approval of the 3058 & 3060 Spanish Valley Drive (Sketch Plan) from the Planning Commission. Planning Commission shall express its approval as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons therefor.

Review and consider application materials provided to the planning commission related to the proposed subdivision of 3058 & 3060 Spanish Valley Drive. Staff recommends approval of the Sketch Plan, which is a non-binding, non-vesting approval. Approval of the sketch plan does not constitute legislative action applying the HDH overlay to the subject parcels or preliminary plat approval. The applicant will be required to seek legislative approval of the HDH overlay and administrative approval of the preliminary plat in subsequent phases.

Applicant, Glen Lent presents to the planning commission. Idea of site plan is one of affordability, but with affordability to create a community space that all can enjoy. Fronts of the houses are to the green court, or the inside of the development. Parking provided around the outer perimeter, toward the alley way. Attached two (2) car garages, provided for each unit. Area between detached garage and building provide a private backyard for each unit.
Abby Scott motions to approve the sketch plan for the property at 3058 & 3060 Spanish Valley Drive. Seconded by Robert O’Brien. All were unanimous, motion carries.

Discussion Item:
Review the recently adopted temporary land use regulation prohibiting new overnight accommodations developments in unincorporated Grand County for a period of six (6) months.

Staff hopes to accomplish the following with planning commission:
- Ensure planning commission members are clear on their directive from the county council
- Establish a timeline for providing a recommendation to the county council, with several intermediate benchmarks and opportunities for public involvement identified.
- Review and respond to the latest statements provided by the county council
- Determine interest in and support for establishing a citizen working group to assist with the research, analysis, and recommendation process.
- Explore possible dates for a joint planning commission – council meeting in late March or early April

*Note: The following section will serve as a running catalog of discussions about the referenced Temporary Land Use Regulation (TLUR). It is provided in reverse chronological order so planning commissioners and members of the public can review the discussion as it evolves.

On February 19, 2019, the county council reviewed the questions and comments noted in the section dated February 15, 2019 below, and provided the following response (in no particular order):

- Pay particular attention to the whereas statements in the adopted ordinance, as these serve as the foundation for the TLUR and the issues Grand County needs to address.
- Segment the geographic areas under consideration to north of the Colorado River and south of Moab City Limits. While Thompson Springs, Crescent Junction, and Elgin (Green River) are of interest and import to the County, primary consideration shall be given to the areas south of I-70.
- Consider establishing a citizen working group to assist with the research, analysis, and recommendation process.
- Consider identifying the full range of zoning tools available to the County in its regulation of accommodations-based developments. For example, the County could permit accommodations-based developments through an overlay (like the HDH overlay), implement stricter form-based, implement higher energy efficiency or environmental performance standards, require collocation of uses (i.e. mixed-use), create new zone districts, or use a host of other tools.
- Consider the Council’s desire to provide for a mix of commercial uses available to both residents and visitors, and give particular consideration to the needs of small businesses serving residents and entrepreneurs furthering industry diversification in the area.
- While coordination with the City is desired, proceed with the analysis and recommendation process as directed by the county council. County staff will consult with City staff and, when and where appropriate, advise the Councils on needed areas for coordination and collaboration.
- The Council is interested in co-hosting open house and public participation events with the City of Moab when and where appropriate.

February 15, 2019:
As of February 15, 2019, staff and planning commissioners collectively developed the following list of questions and considerations. The intended use of this list is to gain additional clarity from the county council on desired next steps and pertinent issues related to the TLUR.

The following is a tentative schedule discussed by Planning Commission, staff and County Council Liaison, Terry Morse.
March 12: PC meeting, Start at 4pm
- Request the following individuals provide reports on their agency’s or non-profit’s current knowledge of the availability, usage, quality, and distribution of water in the Moab Valley. Their reports should be five pages or less. Ideally, each individual will present their report highlights in about 5 minutes, and PC members will engage in Q&A to ensure clarity on what is known/not known and where there is agreement/disagreement.
- Staff will present to the PC a first pass at the County’s “zoning toolbox” as it pertains to accommodations-based uses

March 26: PC meeting, Start at 4pm, end at 5:30pm; 1st public scoping meeting, Start at 5:30pm
- Public scoping meeting will be used to query the public for ideas on updating the County’s plans/codes

April 2: Joint PC-CC workshop. 12-3pm.
- Report on PC’s initial positions/ideas
- Report on findings from public scoping meeting
- Ensure PC and CC are on the same page still

April to early May: work on zoning tools/solutions/packages

May 14: 2nd public scoping meeting: Start at 5:30pm
- Present zoning preliminary alternatives to the public and generate feedback

June 11: Planning Commission Public Hearing for draft ordinance

June 18: Recommended ordinance presented to County Council as a discussion item

July 2: County Council first reading of draft ordinance in a public hearing

July 16: County Council votes on ordinance

**Note the public hearing dates at planning commission and county council represent the very last dates of regularly scheduled meetings to adopt changes to the land use code prior to the moratorium expiring.

Approval of Minutes: February 12, 2019: Postpone approval of the February 12, 2019 meeting minutes.

Future Considerations:

Community Development Department Update: None.

County Council Liaison report:: None.

Adjournment: Motion to adjourn meeting, all were unanimous. Adjourned at 7:34 pm.