GRAND COUNTY COUNCIL
REGULAR MEETING
Grand County Council Chambers
125 East Center Street, Moab, Utah

AGENDA
Tuesday, June 4, 2019

4:00 p.m.
☐ Municipal Building Authority Special Meeting (see separate Agenda)

4:05 p.m.
☐ Call to Order
☐ Pledge of Allegiance
☐ Approval of Minutes (Chris Baird, Clerk/Auditor)
   A. March 20, 2019 (Joint City-County Council Special Meeting & Rep. John Curtis Town Hall), postponed from April 2, 2019
   B. April 2, 2019 (County Council Meeting), Postponed from April 16, 2019
   C. April 16, 2019 (County Council Meeting), Postponed from May 7, 2019
   D. May 7, 2019 (Joint City-County Council Special Meeting), Postponed from May 21, 2019
   E. May 7, 2019 (County Council Meeting), Postponed from May 21, 2019
   F. May 21, 2019 (County Council Meeting)
☐ Ratification of Payment of Bills
☐ General Council Reports and Future Considerations
☐ Elected Official Reports
☐ Council Administrator Report
☐ Department Reports
   G. 2018 Building Department Report (Jeff Whitney, Chief Building Official/County Floodplain Administrator)
☐ Agency Reports
☐ Citizens to Be Heard
☐ Presentations
   H. Presentation on 911 system upgrade (Matt Ceniceros, IT Director)
☐ General Business- Action Items- Discussion and Consideration of:
   I. Authorizing submission of a match-required grant application to the State Office of Tourism for a Co-Operative Marketing Project in 2020 (Elaine Gizler, Moab Area Travel Council Executive Director, by phone)
   J. Approving proposed lease agreement with Emergency Medical Services Special Service District for use of the Civic Center and adjacent parking shed located at 540 and 580 E. 100 N. (aka, old senior center) (Christina Sloan, County Attorney), Postponed from May 7, 2019
   K. Approving proposed letter to SITLA regarding Love’s Truck Stop and the proposed bypass (Chairman Clapper)
   L. Adopting proposed Ordinance approving amendments to the High Density Housing Overlay (HDHO) Ordinance to clarify standards and procedures, and to correct a presumed mapping error in the adopted map (Zacharia Levine, Community & Economic Development Director)
M. Adopting proposed resolution approving Final Plat for Riley’s Roost Subdivision, located at 4511 E. Sunny Acres Lane (Zacharia Levine, Community & Economic Development Director)

☐ Consent Agenda- Action Items
N. Approving use of Grand County logo as a cooperating agency with Mill Creek Collaborative Group, Postponed from May 21, 2019

☐ Discussion Items
O. Discussion on calendar items and public notices (Bryony Hill, Council Office Coordinator)
P. Discussion and update on overnight rental moratorium and a decision making process so that definitive decisions can be made (Council Member Morse)

☐ Public Hearings- Possible Action Items (none)
☐ Closed Session(s) (if necessary)
☐ Adjourn

NOTICE OF SPECIAL ACCOMMODATION DURING PUBLIC MEETINGS. In compliance with the Americans with Disabilities Act, individuals with special needs requests wishing to attend County Council meetings are encouraged to contact the County two (2) business days in advance of these events. Specific accommodations necessary to allow participation of disabled persons will be provided to the maximum extent possible. T.D.D. (Telecommunication Device for the Deaf) calls can be answered at: (435) 259-1346. Individuals with speech and/or hearing impairments may also call the Relay Utah by dialing 711. Spanish Relay Utah: 1 (888) 346-3162

It is hereby the policy of Grand County that elected and appointed representatives, staff and members of Grand County Council may participate in meetings through electronic means. Any form of telecommunication may be used, as long as it allows for real time interaction in the way of discussions, questions and answers, and voting.

At the Grand County Council meetings/hearings any citizen, property owner, or public official may be heard on any agenda subject. The number of persons heard and the time allowed for each individual may be limited at the sole discretion of the Chair. On matters set for public hearings there is a three-minute time limit per person to allow maximum public participation. Upon being recognized by the Chair, please advance to the microphone, state your full name and address, whom you represent, and the subject matter. No person shall interrupt legislative proceedings.

Requests for inclusion on an agenda and supporting documentation must be received by 5:00 PM on the Wednesday prior to a regular Council Meeting and forty-eight (48) hours prior to any Special Council Meeting. Information relative to these meetings/hearings may be obtained at the Grand County Council’s Office, 125 East Center Street, Moab, Utah; (435) 259-1346.

A Council agenda packet is available at the local Library, 257 East Center St., Moab, Utah, (435) 259-1111 at least 24 hours in advance of the meeting.
<table>
<thead>
<tr>
<th>TITLE:</th>
<th>2018 Building Department Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td></td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Jeff Whitney, Chief Building Official/County Floodplain Administrator</td>
</tr>
</tbody>
</table>

**BACKGROUND:**
A verbal presentation summarizing the projects within the Building Department in 2018 and touching on 2019 projects will be provided.
**AGENDA SUMMARY**

**GRAND COUNTY COUNCIL MEETING**  
**JUNE 4, 2019**

**Agenda Item: H**

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>911 System Upgrade Status Presentation</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>Presenter(s):</strong></td>
<td>Matt Ceniceros, IT Director</td>
</tr>
</tbody>
</table>

**BACKGROUND:**

Our current 911 system was installed in August 2011, and typically this type system is either refreshed or completely upgraded every 5-6 years. We are now in year 8, and desperately need to have it replaced.

Over the past couple years we have been through several design and cost iterations and options as well as various commitments from UCA (Utah Communications Authority) on reimbursement options to fund the replacement of our aging and failing system. Of those designs, two main topologies existed. To build a geo-diverse system with core components hosted locally at Grand and Emery County with San Juan as a remote, or to become part of a larger regional system with core components hosted in Davis County and the PSAP’s connected remotely. Ultimately I recommended moving to the larger Davis county system, as I believe it will provide better reliability, support and lower costs.

Originally we were to fully pay for the system, but with new legislation and Rick Bailey pleading with UCA, it prompted them to commit to reimburse us for a portion of the cost of the system, not including the command post or the ongoing network costs. Then a RFP from UCA was put out that would have effectively replaced all 911 consoles across the state- and so we were advised to hang on until that was awarded- but ultimately the RFP was pulled back.

Now UCA has indicated that they will reimburse us for 100% of the system, not including the command post or ongoing network costs. This should represent a significant savings to us as the final design on-time costs total is approximately $170,000 of which UCA will likely reimburse us for up to $150,000.

On the 5th I will be travelling up to SLC to meet with UCA staff to review the costs and design of the system as proposed from CenturyLink to prepare them for our presentation to the UCA board meeting on the 12th, which I will be in attendance as well. At the board meeting they will vote on approving the funding for our system. As part of those meetings, I want to have a ready response that our council has reviewed the anticipated design and costs of the system, and the possibility of being reimbursed for it.

After returning from the UCA board meeting I will return to you, hopefully with an action item to approve the purchase.

I will provide a brief presentation for your review.

**Attachment(s):** Costs Estimates and Network Diagrams
Remote PSAPs
- Clearfield
- Uintah
- Summit
- Wasatch
- Box Elder
- Grand
- Emery
- San Juan

Note: Redundant Circuits leaving a location require diversity and avoidance. Blue ‘Host to Host’ circuits must not block BPDU’s as rapid spanning tree is used to recover from network outage.
# Davis Geo-Diverse Network Cost Summary

## Current Shared Network Costs
Davis, Layton and Clearfield

<table>
<thead>
<tr>
<th>Positions</th>
<th>PSAP</th>
<th>Monthly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NG9-1-1 Network at Davis</td>
<td>1,721.00</td>
</tr>
<tr>
<td></td>
<td>NG9-1-1 Network at Layton</td>
<td>1,721.00</td>
</tr>
<tr>
<td></td>
<td>WAN Network at Davis</td>
<td>1,468.36</td>
</tr>
<tr>
<td></td>
<td>WAN Network at Layton</td>
<td>1,468.36</td>
</tr>
<tr>
<td>15</td>
<td>Total</td>
<td>$6,378.72</td>
</tr>
</tbody>
</table>

## Future Shared Network Costs
Davis, Layton, Clearfield and 7 New Remotes

<table>
<thead>
<tr>
<th>Positions</th>
<th>PSAP</th>
<th>Monthly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NG9-1-1 Network at Davis</td>
<td>3,235.00</td>
</tr>
<tr>
<td></td>
<td>NG9-1-1 Network at Layton</td>
<td>3,235.00</td>
</tr>
<tr>
<td></td>
<td>WAN Network at Davis</td>
<td>1,497.24</td>
</tr>
<tr>
<td></td>
<td>WAN Network at Layton</td>
<td>1,497.24</td>
</tr>
<tr>
<td>42</td>
<td>Total</td>
<td>$9,464.48</td>
</tr>
</tbody>
</table>

## Network Upgrade Costs to support additional Remote Sites

<table>
<thead>
<tr>
<th>Positions</th>
<th>PSAP</th>
<th>Monthly Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>15</td>
<td>Current Network Shared Costs</td>
<td>6,378.72</td>
</tr>
<tr>
<td>42</td>
<td>Network Shared Costs with All PSAPs</td>
<td>9,464.48</td>
</tr>
<tr>
<td></td>
<td><strong>Additional Monthly Shared Network Costs</strong></td>
<td><strong>3,085.76</strong></td>
</tr>
<tr>
<td></td>
<td><strong>Monthly New per PSAP if shared by 7 new PSAPs</strong></td>
<td><strong>440.82</strong></td>
</tr>
</tbody>
</table>

---

1 CenturyLink bills approximately 9% to recover Federal Charges on NG9-1-1 services.  
2 CenturyLink bills approximately 22% to recover Federal Charges and State charges on WAN Network services.
### Remote Network Costs

<table>
<thead>
<tr>
<th>Positions</th>
<th>PSAP</th>
<th>Monthly Price</th>
<th>One Time Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Davis County Sheriff’s Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Layton City PD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Clearfield</td>
<td>712.24</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Box Elder</td>
<td>772.24</td>
<td>1,300.00</td>
</tr>
<tr>
<td>7</td>
<td>Summit County Sheriff</td>
<td>772.24</td>
<td>1,300.00</td>
</tr>
<tr>
<td>6</td>
<td>Uintah County CenturyLink</td>
<td>730.00</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Uintah County Strata</td>
<td>2,140.00</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Wasatch County Sheriff</td>
<td>772.24</td>
<td>1,300.00</td>
</tr>
<tr>
<td>3</td>
<td>Grand County Sheriff CenturyLink</td>
<td>1,390.00</td>
<td>4,825.00</td>
</tr>
<tr>
<td></td>
<td>Grand County Sheriff EmeryTel</td>
<td>730.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>2</td>
<td>San Juan County Sheriff CenturyLink</td>
<td>1,390.00</td>
<td>4,825.00</td>
</tr>
<tr>
<td></td>
<td>San Juan County Sheriff EmeryTel</td>
<td>730.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td>2</td>
<td>Emery County Sheriff CenturyLink</td>
<td>1,390.00</td>
<td>3,300.00</td>
</tr>
<tr>
<td></td>
<td>Emery County Sheriff EmeryTel</td>
<td>730.00</td>
<td>1,200.00</td>
</tr>
<tr>
<td></td>
<td>Additional EmeryTel Demarcation for Southeast</td>
<td>3,300.00</td>
<td>3,300.00</td>
</tr>
<tr>
<td>42</td>
<td>Total</td>
<td>$12,258.96</td>
<td>$23,750.00</td>
</tr>
</tbody>
</table>

1. Emery Tel and Strata bill the PSAPs directly and add Federal and State charges on their bills.
2. CenturyLink bills approximately 22% to recover Federal Charges and State charges on WAN Network services.
3. Pricing does not include disconnects for existing E9-1-1 services such as 9-1-1 trunks and make busy switches.
4. Frontier will be responsible to connect Central Offices to Utah Selective Router. Gateways will need to be purchased if they do not provide this connection.
5. ALI Database will need to be transferred from Frontier.
6. Pricing above is for remote network services and does not include legacy services or NG9-1-1 Port and record Charges.

---

### Southeast Geo Diverse Solution Network (Comparison Purposes Only)

#### Grand Host A, Emery Host B, San Juan Remote

<table>
<thead>
<tr>
<th></th>
<th>Monthly</th>
<th>One-Time Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand NG9-1-1 Network</td>
<td>$4,322.00</td>
<td>$2,069.00</td>
</tr>
<tr>
<td>Emery NG9-1-1 Network</td>
<td>$4,635.00</td>
<td>$2,069.00</td>
</tr>
<tr>
<td>Network Servers and San Juan</td>
<td>$2,400.00</td>
<td>$10,875.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,357.00</strong></td>
<td><strong>$15,013.00</strong></td>
</tr>
</tbody>
</table>
AGENDA SUMMARY

GRAND COUNTY COUNCIL MEETING

JUNE 4TH, 2019

Agenda Item: 1

<table>
<thead>
<tr>
<th>TITLE:</th>
<th>Authorizing submission of a match-required grant application to the State Office of Tourism for a Co-Operative Marketing Project in 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>FISCAL IMPACT:</td>
<td>This grant will not impact the 2020 budget but will require a commitment of $250,000 matching funds from the Travel Council Advertising budget.</td>
</tr>
<tr>
<td>PRESENTER(S):</td>
<td>Elaine Gizler, Executive Director, Moab Area Travel Council (by phone)</td>
</tr>
</tbody>
</table>

RECOMMENDATION:
I move to authorize the submission of a match-required grant application to the State Office of Tourism Co-op Marketing project in the amount of $250,000 ( $250,000 would then be matching from the Travel Council 2020 advertising budget) and authorize the Chair to sign all associated documents.

BACKGROUND:
The Utah Office of Tourism annually provides a Co-op Marketing Grant process that the Travel Council is eligible to apply through for matching funds for advertising projects that encourage visitation to Moab, Grand County and Utah, from outside of the state of Utah. This Cooperative Marketing Program was established in 2005 and has since successfully funded over 600 applications totaling $30,038,851 to local non-profit tourism organizations extending the state’s brand to $60,077,702 in out-of-state marketing dollars. The funds allocated for this effort are established by the Tourism Marketing Performance Funds that the State Office of Tourism receives from the Governor’s budget. This year the State Office of Tourism Co-op fund has over $2 million dollars available for out of state marketing. The State Office of Tourism has set a cap for any applicant request at $275,000. Matching funds and applications are only accepted once per year. In the four years I have been at the Moab Area Travel Council I have secured over $975,000 from this Co-op program for our targeted programs outside of Utah.

ATTACHMENT(S):
Project Budget and analysis
Letters of Project Support
Client: Discover Moab  
Request: 2020 CO-OP Markets Recommendation  
Date: 5/10/2019  
Deliverables: Strategy for picking new markets  

**CO-OP 2019 Recap (February-March):**

**Market/Media Mix:**
- For 2018 and 2019 CO-OP program, we have focused on southern California where we had a healthy media mix of billboards, Pandora, Linear TV, online banners, PPC, native and paid social, targeted to Los Angeles and San Diego markets.

**Objectives:**
- Generate awareness in southern California around Moab as a destination to visit.  
- Increase website page views and engagement with the brand through a multi-touch campaign.  
- Find the right audiences to reach when they are in the right mindset to plan and book a similar type of vacation such as Utah.  
- Track revenue, ROAS and ad exposed foot traffic into Moab.

**Audience:**
- Online audience included targeting outdoor enthusiasts, nature lovers, families, early retirees, those showing travel behavioral intent/interest to travel Utah/competitor destinations.  
- Legacy media placement was targeted to A25-54, skewing to programming and outdoor locations that present strong outdoor enthusiast audiences.
Timing:
- Based on the budget and media mix, we zeroed in on a two month buy. We wanted to remain in the same markets and same flighting as 2018 to support and influence both winter and spring travel, as well as overlap with the Road to Mighty campaign.
- As we’ve seen in past years, running in line with UOT’s Road to Mighty campaign helps leverage overall “Utah” awareness, giving Moab a bit of boost in website traffic and post impressions.

**Overall 2019 Trackable ROI and Performance Insights:**

Overall:
- When we compare YOY bookings and Trip Advisor page views from southern California market, campaign and not campaign attributed, last year was a slightly better start of year. Theory is that last year, California and Utah had a pretty bad snow/ski season compared to this year, so people may not be in the Spring/Summer vacation booking mode quite yet.
- Southern California is also a very sought-after market for a long of surrounding and national destinations which requires a large budget to break through to.
- However, we are confident that there will always be tourists from California visiting Moab. Interest in Moab is still looking up through YOY website Analytics (All traffic)
  - Los Angeles: Users are up 39.91%
  - San Diego: Users are up 15.39%

Online Metrics:
- The campaign generated **17,158,036 impressions**, with 6,007 post impressions, with Trip Advisor responsible for 70% of post impressions.
- **Over 62,000 page views** generated from clicks across partners, mostly from native.
- 707 hours spent so far with our four native articles, average time on page was over 2x the average of 1:11 at 2:24, generating 35,728 page views.
- Overall, we tracked **$50,000 in revenue** from the southern California market within these two months.
- The social campaign reached 331,432 people and drove an **engagement rate of 1.61%** (Benchmark is 1%).
- PPC generated an overall 12.33% CTR (**twice as high as the Travel BM: 6%**)
- There was a total of **177 ad exposed mobile devices tracked to downtown** and Arches National Park so far (**attribute window ends 4/30**).
- Pandora campaign delivered 4,718,018 video impressions, with 1,142 clicks to Moab’s website (0.41% CTR). Overall reach was 617,020 individuals across LA/San Diego markets, with campaign playing at 4x frequency.

Offline Exposure:
- San Diego linear television campaign delivered over 8,491,000 impressions with 96% reach and 7.8x frequency.
• San Diego outdoor posted both billboard and bikeshare ad placements across 93 days, delivering 3,432,979 impressions.
• Los Angeles outdoor included digital billboards across 28 days, delivering 2,814,750 impressions.
• All Linear TV and Outdoor placed received a minimum 1:1 match; **$300,000 additional value** to Moab’s advertising campaign.

2020 Markets Research:
• Discover Moab has had a significant presence in Seattle and California over many years. The last few years with Love Communication, we have utilized the COOP funds to target southern California. When looking forward for 2020, we compared the following data sources to select two new markets for us to focus on:
  - **Visa Vue Data**: 2018 Credit card spending by tourists in Moab broken out by origin cities.
  - **Magellan Origin Markets**: 2019 is the first year Discover Moab has Magellan platform, this is what UOT uses to track online partner’s ad exposed audiences to hotel searches and bookings. We can track based on our online targeting, where our audiences are coming from. This is a bit skewed because majority of our online marketing for Year Round is targeting specific markets such as SLC, Denver, Vegas and Phoenix, yet there is a small national component.
  - **Website traffic** (organic, paid): We pulled for the last 15 months, the top states and metros for all website traffic.
  - **MRI**: MRI data looks at specific attributes of Moab travelers (National Park travelers, bikers, hikers, etc.) and compares those individuals to the national average. Indexes can be understood by reading ‘100’ as the middle value on a scale that goes up and down. Numbers that are higher than ‘100’ indicate the segment you are analyzing is more likely to have that attribute. We can then see the top markets for these audiences.

2020 Markets Rationale:
• Love Communications is proposing that for the 2020 COOP campaign, requesting $250,000 match from the state for a total for $500,000 for this program, to shift markets to Chicago, IL and Austin, TX.

Chicago:
• **Visa Vue:**
  - 2018 Visa Vue information shows that Salt Lake City/Provo and Denver/Grand Junction are four of the top eight markets with no surprise there. Our Year-Round campaign heavily focuses on these two markets, along with Phoenix which ranks 7th. It is great to see that where we have used COOP efforts in the past has shown top spending, markets including Seattle, SF, L.A.
Without any marketing efforts, Chicago credit card spend on Visa was $1.5 million. Out of the top 20, Chicago is ranked 9th. All other markets that ranked ahead of Chicago, has been heavily marketed to by Discover Moab and Utah Office of Tourism in the past. We view Chicago as a great opportunity market that if we focused on, we could move the needle.

Note that Chicago beats San Diego in the ranking for credit card spend and is equal to Idaho, which is a very heavily targeted drive market for the state.

- **Magellan:**
  - We do have a small online portion that is behaviorally targeting the right audience nationally. In the top 10 origin markets, Chicago is 9th, beating Seattle.

- **Website Traffic:**
  - Below chart shows 2018-present website traffic by state, showing number of users and sessions.
  - Keep in mind, Utah, Colorado, Arizona and Nevada are markets in our Year-Round campaign. California based on its proximity to Utah, the size of the state, and the UOT’s/Discover Moab’s support in the state, is a state that is aware of Moab as a travel destination.

<table>
<thead>
<tr>
<th>Region</th>
<th>Users</th>
<th>New Users</th>
<th>Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utah</td>
<td>232,403</td>
<td>222,762</td>
<td>339,425</td>
</tr>
<tr>
<td>California</td>
<td>197,711</td>
<td>188,702</td>
<td>248,367</td>
</tr>
<tr>
<td>Colorado</td>
<td>163,221</td>
<td>159,626</td>
<td>224,832</td>
</tr>
<tr>
<td>Arizona</td>
<td>51,926</td>
<td>50,014</td>
<td>65,360</td>
</tr>
<tr>
<td>Texas</td>
<td>51,904</td>
<td>48,432</td>
<td>66,696</td>
</tr>
<tr>
<td><strong>Illinois</strong></td>
<td><strong>30,412</strong></td>
<td><strong>28,509</strong></td>
<td><strong>38,518</strong></td>
</tr>
<tr>
<td>Nevada</td>
<td>28,771</td>
<td>27,057</td>
<td>34,712</td>
</tr>
<tr>
<td>Washington</td>
<td>26,289</td>
<td>25,747</td>
<td>35,759</td>
</tr>
<tr>
<td>New York</td>
<td>24,488</td>
<td>23,877</td>
<td>31,423</td>
</tr>
<tr>
<td>Florida</td>
<td>22,128</td>
<td>21,668</td>
<td>29,590</td>
</tr>
</tbody>
</table>

Texas (4th) and Illinois (5th) are two states Discover Moab has not put specific markets efforts into, however, they are coming to the site organically.

The next chart goes a bit further in breaking out top metro’s, highlighting Chicago as the 7th market for website traffic:
<table>
<thead>
<tr>
<th>City</th>
<th>Users</th>
<th>New Users</th>
<th>Sessions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt Lake City</td>
<td>82,513</td>
<td>71,137</td>
<td>108,382</td>
</tr>
<tr>
<td>Los Angeles</td>
<td>74,315</td>
<td>68,268</td>
<td>94,542</td>
</tr>
<tr>
<td>Denver</td>
<td>65,938</td>
<td>60,058</td>
<td>85,740</td>
</tr>
<tr>
<td>Moab</td>
<td>50,342</td>
<td>41,115</td>
<td>76,599</td>
</tr>
<tr>
<td>Phoenix</td>
<td>25,802</td>
<td>24,508</td>
<td>31,984</td>
</tr>
<tr>
<td>San Diego</td>
<td>18,781</td>
<td>18,066</td>
<td>22,182</td>
</tr>
<tr>
<td>Chicago</td>
<td>18,010</td>
<td>16,159</td>
<td>21,335</td>
</tr>
<tr>
<td>Dallas</td>
<td>17,982</td>
<td>15,621</td>
<td>22,450</td>
</tr>
<tr>
<td>New York</td>
<td>14,293</td>
<td>13,574</td>
<td>17,631</td>
</tr>
</tbody>
</table>

- **Traditional Marketing Expenses:**
  - Something that we also consider when selecting markets is the expense of billboards, TV, radio in the markets we are selecting. We also have a media mix of online and traditional media channels.
  - In 2018 & 2019, we targeted L.A. and San Diego, balancing the cost of a large (#2) market like L.A., with a smaller (#27) market like San Diego. This mix of markets allowed us to get efficiency with San Diego in order to afford some high-impact splashes in L.A. For 2020, we are proposing Chicago (#3) and Austin (#39) for a similar juxtaposition of market size.

**MRI:**
- Chicago market over-indexes (128) for residents that like to visit National Parks, Backpack/Hike, or Bicycle during domestic vacations. Overall market size is reported as 11.83% A18+ for this active vacationer segment in Chicago. This index toward an active vacationer is similar to San Diego, but with a much larger market size, Chicago will provide a greater pool of Moab’s target audience (887,000 adults).

**Affordable Flights:**
- When we start considering markets that are no drive markets, we want to consider the consumer journey and cost associated to that with flights.
- When looking at Chicago to Moab, there are two affordable options.
  - Chicago to Denver to Moab average flight cost: United flight is $266
  - Chicago to SLC then driving: Delta is $300, Frontier is $250 + rental car

**Visa Vue:**
- Texas has always been an opportune market for Utah to focus on. For the 2018-2019 Utah Office of Tourism winter campaign, Love Communications was looking
for a few test markets for Connected TV and through that research landed on Miami, Atlanta, Dallas, and Houston. CTV for RTM is now national and we will be able to see the top cities for revenue.

- Dallas and Houston for 2018 both brought in $1 million each.
- Austin for 2018 brought in $641,549. Austin is a smaller city that is growing and booming. If we can take advantage of this growing metro now, we can grow Moab’s awareness to this audience faster and more impactful than the other larger Texas markets that visit Utah more for ski.

MRI:
- Austin market over-indexes (116) for residents that like to visit National Parks, Backpack/Hike, or Bicycle during domestic vacations. Overall market size is reported as 10.77% A18+ for this active vacationer segment in Austin (181,000 target audience).

Affordable Flights:
- When looking at Austin to Moab, there are two affordable options.
  - Austin to Denver to Moab average flight cost: United flight is $253
  - Austin to SLC then driving: Delta is $315 direct, United is $285 connecting + rental car
May 27, 2019

To Whom It May Concern:

High Point HUMMER & ATV has been a Moab, Utah business for over twenty years and has twenty year round employees. Austin, Texas is experiencing rapid growth, due to tech companies relocating to a more business friendly environment. Workers in Chicago and surrounding communities are increasingly looking for non-urban experiences. The spectacular outdoor adventures available in Utah offer a perfect “Get Away” vacation for highly paid workers that spend their days in an office staring at a computer screen. By creating awareness of the amazing outdoor activities that Moab has to offer, we can become a staple destination for the residents of Austin and Chicagoland, much like Moab offers the residents of Colorado. We support the efforts of the Moab travel council to create this awareness and build this marketplace.

Sincerely,

Scott and Lori McFarland
High Point HUMMER & ATV
435 259-2972
Moab, UT
RE: Support

Canyonlands By Night fully supports moving Travel Council marketing efforts to the Chicago, and Austin Markets. Chicago is a United Hub, and marketing will help support the Sky/West United flights coming into Moab. Increasing the enplanements will show other Airlines there is a need to bring people to and from Moab. Showcasing the Moab Area to Chicagoans brings an entirely different landscape to inspire them to visit. Moab is quite a departure from the major urban area of Chicago.

Austin is the fourth largest city in Texas with a population of over two million people, and one of the fastest growing cities. Austin demographics show the market likes active vacations with Biking, and Hiking included. Austin, can also be a drive market to Moab enabling people to bring along their outdoor equipment.

Moving into these new markets and showcasing all we have in Moab will inspire visitation to increase business growth.

Sincerely,

Rory Paxman and Rachel Paxman

Rory Paxman, Manager and Rachel Paxman, Sales Director
Brendon Cameron
425 Main Street, Moab UT 84532
435-259-5181

To whom it may concern.

I am writing with my full excitement for the Moab area Travel Council to further the advertisement of the Moab area. It’s my encouragement to the council to especially advertise the most impactful markets of Chicago & Austin. We were so excited when we looked to the business both of these areas could bring to Moab. As you know we are DIRECTLY impacted by the growth, or loss of visitation to Moab. As we are the largest private business in Moab, this impacts us the most. Because our team is striving for positive identical sales, we are asking for funding to advertise to these areas. Please consider and know that you would be helping our business community.

Thanks so much for your consideration.

Brendon Cameron
City Market Store Manager
May 28, 2019

Utah Office of Tourism, Film & Global Branding
Council Hall/Capitol Hill
300 N. State Street
Salt Lake City, UT 84114

To: Tourism Marketing Performance Co-op Grant Committee

At the May 14th Moab Area Travel Council Advisory Board Meeting the Board had an opportunity to review the UOT co-op application submitted to them by the Moab Area Travel Council for approval. A motion was made, seconded and supported unanimously for Travel Council to move forward with submittal for the requested co-op funds in the amount of $250,000. We fully support the work that the Moab Area Travel Council is proposing and ask that you do as well.

Thank you for your support as well. We appreciate the opportunity to work with the Utah Office of Tourism in an effort to encourage quality visitor experiences and opportunities.

Cordially,

Howard Trenholme
Moab Area Travel Council, Board Chair
June 4, 2019

Bryan Torgerson  
Resource Specialist  
SITLA  
217 E. Center Street, 2nd Floor  
Moab, Utah 84532  

Re: Consideration for Love’s Truck Stop in Northern San Juan County

Dear Mr. Torgerson:

We are writing to you as the leaseholder of the property at S. Highway 191 near Sunny Acres Lane for the proposed Love’s Truck Stop. As you may be aware, UDOT commissioned a transportation consultant firm, Fehr & Peers, for a conceptual bypass study in 2017. Last June, a presentation was made by the contractor to Moab City Council outlining various options for a bypass around Main Street in Moab in order to move truck traffic out of town.

We simply want to make sure that you and Love’s are aware of the bypass study options, one of which contemplated reconnecting through Kane Springs to Hole in the Rock. That is to say, truck traffic could eventually be moved elsewhere, away from the Highway 191-Sunny Acres Lane area. Thus, we want you and Love’s to be aware in the event that this idea ever came to fruition.

The study results may be available through the Engineering Department at Moab City.

Sincerely,

Evan Clapper, Chair  
Grand County Council

cc: San Juan County Commissioners  
    David Everitt, San Juan County Interim Administrator
**Title:** Adopting proposed Ordinance approving amendments to the High Density Housing Overlay (HDHO) Ordinance to clarify standards and procedures, and to correct a presumed mapping error in the adopted map

**Fiscal Impact:** N/A

**Presenter(s):** Zacharia Levine, Community and Economic Development Director

---

**Stated Motion:**

I move to adopt the proposed Ordinance approving amendments to the High Density Housing Overlay (HDHO) Ordinance to clarify standards and procedures, and to correct a presumed mapping error in the adopted map, and authorize the Chair to sign all associated documents.

**Staff Recommendation:**

Approve.

**Background:**

On January 15, 2019, the Grand County Council adopted Ordinance 584 establishing the High Density Housing Overlay (HDHO) boundaries and associated standards of development.

Following adoption of Ordinance 584, the County Attorney and Community and Economic Development Office collaborated to clarify the development standards as well as the review and approval procedures set forth in the ordinance. Staff will review redlined changes that reflect substantive amendments to the previously adopted ordinance. Several typographical and textual changes were also made to improve clarity but did not affect the policy’s implications on development standards or review and approval procedures.

Notable changes and associated justifications include:

<table>
<thead>
<tr>
<th>Amendment/Addition</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Specify full-time employment is 30 hours per week for 9 months in a calendar year</td>
<td>Ensure seasonal employees are eligible for HDHO Lots or Units</td>
</tr>
<tr>
<td>Clarify two-step approval process and what gets approved in each step: 1) Legislative application of HDHO to specific parcel and 2) Administrative approval of preliminary plat or site plan, and which elements</td>
<td>The original ordinance contemplated a two-step HDHO development approval process, but it needed to be clarified. In particular, the code was vague in what would be approved in each step. In the updated version, the County would first</td>
</tr>
</tbody>
</table>
attach and HDHO District to a specific parcel through legislative, discretionary action. Prior to attaching an HDHO District to a specific parcel, the Developer would be required to submit a Development Agreement acknowledging they are voluntarily seeking the increased density and other development standards associated with the HDHO District in exchange for deed-restricted lots or units.

Second, the County would approve subdivision or site plans through an administrative, non-discretionary action. The development standards established in the HDHO District, where explicitly different from the underlying zone district, would govern development reviews and approvals. Otherwise, the standards of the underlying district would apply.

The County will retain its wide reaching legislative discretion in determining whether or not to attach an HDHO District to a specific parcel. It will, in Staff’s opinion, receive the most important assurance it lacked with standard rezone requests, which is the assurance that a Developer would actually build housing for people who live and work in Grand County.

State Code prohibits legislative bodies from contracting away their zoning rights. The specific site planning elements, however, represent the elements of contract zoning State Code aims to prohibit. So, with the respect to the development standards, the County would administratively review and approve HDHO Development plats and site plans. In other words, if a preliminary plat or site plan meets the standards of the HDHO District, the County will approve it.

**Clarify content required in development agreement and timing**

Development agreements will verify that Developers or Subdividers are voluntarily seeking the HDHO and accept the standards, including deed restriction of units, as part of the overlay in exchange for higher densities. Development agreements will be reviewed as part of the legislative step of an HDHO application, and recorded prior to final plat recordation or building permit application (for site plans).

**Clarify point in time when deed-restricted HDHO Lots or Units must be identified**

Requiring a Developer or Subdivider to designate which lots or units will be deed-restricted at the time of preliminary plat or site plan review establishes certainty of compliance earlier in the review and approval process.
Remove all instances of waiving requirements or standards | To establish certainty for the public and eliminate any false expectations that waivers of development standards would be granted

Enforcement procedures | Improved for effectiveness and defensibility.

In addition to the standards and procedures clarifications, staff believes the adopted map inadvertently and erroneously omitted two parcels from the HDHO 15 district. The parcels are located near Jackson St. A record of mapping conversations related to the subject parcels is included for reference. Staff was asked by Planning Commission at the April 23rd meeting to mail flyers to neighboring properties as well as post informational signs prior to this County Council meeting.

**ATTACHMENT(S):**

1. Proposed Ordinance Amending the HDHO Ordinance and repealing Ord. 584
2. Redlined version of substantive code changes
3. Focus map on subject parcels
4. Record of conversation about subject parcels
5. Evidence of public hearing notices and mailings in the subject parcels’ vicinity
6. Citizen Comments
GRAND COUNTY, UTAH
ORDINANCE ______ (2019)

ORDINANCE ADOPTING NEW CHAPTER 4.7 HIGH DENSITY HOUSING OVERLAY (HDHO) DISTRICTS TO THE GRAND COUNTY LAND USE CODE AND REPEALING ORDINANCE 584

WHEREAS, the purpose of this ordinance is to:

A. Encourage the development and availability of housing that is accessible and affordable to a broad range of households with varying income levels within the County;

B. Promote the County’s goal to add housing units to the County’s housing stock that may be owned or rented by households actively employed within the County;

C. Facilitate new development in a compact and orderly manner;

D. Minimize the impacts of new development on existing neighborhoods and residents within HDH districts;

E. Reduce the cost of constructing and maintaining infrastructure associated with new development;

F. Actualize the affordable housing goals and policies identified in the Grand County General Plan, which includes incentives for increasing density in strategically identified areas throughout the County;

WHEREAS, the County Council finds and determines:

A. The Moab Area, which includes the City of Moab, Town of Castle Valley, and unincorporated areas of Grand County, faces a serious housing problem that threatens its
economic security, quality of life, and environment. The extreme lack of access to affordable housing has a direct impact upon the health, safety, and welfare of residents of the County. While no single housing program will solve all of the Area’s needs, the High Density Housing (HDH) Overlay has been identified as one solution among a broader set of solutions;

B. Population in the Moab Area has increased rapidly, reflecting overall trends in the State of Utah. Between 2000 and 2017, the population in Grand County rose from 9,225 to 10,292, equivalent to a 11.6 percent increase, and similar to the Utah growth rate of 12.6 percent\(^1\). This rapid population increase is expected to continue, driving demand for housing. The fastest growing demographic is the population over the age of 65, followed by young adults between the ages of 18 to 24;

C. More homeownership and rental housing is needed to accommodate future growth. Between 2010 and 2017, the number of family and non-family households expanded, although non-family households experienced a somewhat higher rate of increase. This pace is expected to continue, which means more homeownership and rental housing will be needed;

D. Real estate prices have escalated across all residential product types. In 2017, the median sales price for a single-family home was $325,000, $352,000 for a townhouse, and $275,000 for a condominium. Between 2014 and 2017, the median price increased by 30 percent for townhomes, and 42 percent for single-family homes and condominiums;

E. Despite a high proportion of renter households (35 percent in Grand County\(^2\)), there is a limited inventory of multifamily apartments. Higher density workforce housing products that could be more affordable to the workforce, such as apartments and condominiums, must compete with visitor accommodations, such as hotels and nightly rental units, for land. The economics of visitor accommodations allow them to pay more for land, making

---

\(^1\) US Census Bureau 2010; ESRI 2017
\(^2\) Grand County Assured Housing Feasibility Study completed by BAE Urban Economics in 2018.
it difficult to build housing affordable to the workforce;

F. The area’s rapidly appreciating home prices has made housing out-of-reach for many working families. Housing costs have increased rapidly, substantially outpacing increases in household incomes. In general, no homes sold in 2017 were affordable to households earning up to 80 percent of Area Median Income, which is equivalent to a family of four earning $54,150 annually. Households at 100 percent of median income ($67,700 for a family of four) had limited homeownership options. Rental housing may be priced such that it is more within reach of moderate-income households, although there is a shortage of units available for rent.

G. Tourism-related industries are the fastest growing employment sector in Grand County, accounting for approximately 43% of all employment\(^3\). Employment in accommodation and food services account for one out of every three jobs in Grand County. The next largest industries are retail and arts, entertainment, and recreation;

H. Jobs in tourism-related industries tend to be relatively low-paying, with some positions offering only seasonal or part-time employment with limited wage growth. The 2017 median household income in Grand County ($46,070) was lower than the statewide median of $62,902\(^4\);

I. Because affordable housing is in short supply within the Moab Area, lower-income households may be forced to live in less than adequate housing, pay a disproportionate share of their incomes to live in adequate housing, or commute ever-increasing distances to their jobs from housing located outside the Moab Area. These circumstances harm the County’s ability to provide high levels of service, attain goals articulated in the General Plan, and preserve a high quality of life for residents;

---

\(^3\) Grand County Assured Housing Feasibility Study completed by BAE Urban Economics in 2018.

\(^4\) The 2017 median household income data is taken from ESRI. This is different from the HUD Area Median Family Income (HAMFI), which is based on a four-person family household and was $56,700 in 2017. The median household income described here accounts for all households of all different sizes, including non-family households.
J. State and federal funds for the construction of new affordable housing are insufficient to fully address the current and projected shortages of affordable housing within the County. While the County has repeatedly amended its Land Use Code (LUC) to spur additional housing development, the private market has not provided adequate housing opportunities to extremely low-, very low-, low-, and moderate-income households;

K. The HDH Overlay was developed over a two-year period that involved dozens of public meetings, workshops, open houses, and public hearings; Public input greatly informed the overlay regulations and map boundaries.

WHEREAS, the Planning Commission is statutorily responsible for making recommendations to the County Council regarding textual amendments to the LUC;

WHEREAS, the Grand County Planning Commission held a public hearing on September 25, 2018 to solicit public comment on draft high density housing overlay (HDHO) Ordinance No. 584 and recommended approval to the County Council;

WHEREAS, the Grand County Council held a public hearing on November 7, 2018 to solicit public comment on Ordinance No. 584 and voted to approve the same;

WHEREAS, the Grand County Council passed, adopted, and approved Ordinance No. 584 on January 15, 2019 establishing the High Density Housing Overlay Districts;

WHEREAS, Grand County has determined that certain provisions of Ordinance No. 584 require modification or clarification to best serves its purposes;

WHEREAS, the Grand County Planning Commission held a public hearing on April 23, 2019 to solicit public comment this revised ordinance and recommended approval to the County Council; and,

WHEREAS, the Grand County Council held a public hearing on May 21, 2019 to solicit public comment on this revised ordinance and voted to approve the same.
NOW, THEREFORE BE IT RESOLVED, Section 4.7 of the Grand County LUC shall read:

See attached Section 4.7 High Density Housing Overlay (HDHO) Districts in Appendix A.

PASSED, ADOPTED, AND APPROVED by Grand County Council in a regular public meeting on __________, 2019 by the following vote:

Those voting aye: ____________________________________________

Those voting nay: ____________________________________________

Those absent: _______________________________________________

ATTEST:                                                  GRAND COUNTY COUNCIL

__________________________________________________________________
Chris Baird, Clerk\Auditor                                   Evan Clapper, Chair

DRAFT
Appendix A

Section 4.7 High Density Housing Overlay Districts

Sections:

4.7.1 Purpose.
4.7.2 Applicability.
4.7.3 Definitions.
4.7.4 Permitted Uses.
4.7.5 Development Standards.
4.7.6 Assurance of Primary Residential Housing and Occupancy.
4.7.7 Development Incentives
4.7.8 Application of HDHO District to a Specific Parcel.
4.7.9 HDHO Development Plat and Site Plan Approval.
4.7.10 Expiration of High-Density Housing Ordinance.
4.7.11 Enforcement.
4.7.12 Repeal/Savings Clause

4.7.1 Purpose.

The High Density Housing Overlay Districts (“HDHO Districts”) are designed to provide for modification of the otherwise applicable development standards of the underlying base district as specified in Articles 2 and 5 of the Grand County Code, in order to accomplish one or more of the following purposes:

A.Facilitating the provision of new housing units used for Primary Residential Occupancy by Actively Employed Households;

B. Achieving the goals of the housing element of the County’s General Plan;

C. Implementing the policies and goals of the housing element of the County’s General Plan;
D. Encouraging the development of new high quality housing units by assisting both the public and private sector in making the provision of these units economically viable; and

E. Encouraging the provision of primary residential housing through the combination of multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

### 4.7.2 Applicability.

The regulations set forth in this Section may be applied to real property located within the HDHO Boundaries, as shown in Exhibit A, upon application to and approval by the County Council pursuant to the provisions herein.

### 4.7.3 Definitions.

A. “Active Employment Household” or “Actively Employed Household” means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least fifty percent (50%) of all the adults comprising the household shall meet one of the following criteria:

1. A full-time (aggregate of 30 hours of employment per week) employee of an entity or entities located within Grand County; or
2. An owner or owner’s representative of a business or entity with a primary place of business within Grand County; or
3. A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within Grand County; or
4. A person who is unable to work or does not have a work history required under
subsections (1) through (3) above due to a Disability.

B. “Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an HDHO Development.

C. “Development Agreement” means a contract between Grand County and a Developer or Subdivider, which is recorded as an encumbrance upon an HDHO Development to govern and control said HDHO Development hereunder. A Development Agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

D. “High Density Housing Overlay District” or “HDHO District” means a zoning district that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this Section.

E. “High Density Housing Overlay Development” or “HDHO Development” means a subdivision or site plan approved within an HDHO District in which at least eighty percent (80%) of the lots or units are restricted for Primary Residential Housing occupied by Actively Employed Households.

F. “High Density Housing Overlay Lot” or “HDHO Lot” is a Lot restricted for Primary Residential Housing occupied by Actively Employed Households that otherwise meet the requirements of this Section.

G. “HDHO Lots or Units” or “HDHO Lots and Units” shall refer to HDHO Lots and/or
HDHO Units.

H. “High Density Housing Overlay Unit” or “HDHO Unit” is a dwelling unit restricted for Primary Residential Housing occupied by Actively Employed Households that otherwise meet the requirements of this Section.

I. “Household” means one (1) adult living alone, two (2) or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five (5) unrelated adults residing in the same residence.

J. “Primary Resident” means an adult that meets the “Primary Residential Occupancy” requirement.

K. “Primary Residential Housing” or “Primary Residential Development” shall have the same meaning as “High Density Housing Development,” which terms may be used interchangeably throughout this Section.

L. “Primary Residential Occupancy” means the owner of record occupying the dwelling unit for a minimum of nine (9) months out of any twelve (12) month period or a renter occupying the dwelling unit through a lease term no shorter than six (6) months out of any twelve (12) month period.

M. “Subdivider” means any person creating a subdivision and offering lots for sale to the public.

4.7.4 Permitted Uses.
The following uses are permitted within an HDHO Development upon the County Council’s approval of application of an HDHO District to a specific parcel:

A. Residential developments at a density greater than normally permitted by the underlying zoning district as described in the table below, when the development provides a minimum of eighty percent (80%) of HDHO Lots or Units deed restricted for Primary Residential Occupancy for Actively Employed Households. HDHO Lots and Units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of Section 4.7.4.A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this ordinance shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multi-family units may be constructed in a single-family residential zone.

<table>
<thead>
<tr>
<th>High Density Housing (HDH) District</th>
<th>Maximum Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDH 35a</td>
<td>35 lots or units per acre</td>
</tr>
<tr>
<td>HDH 35b</td>
<td>35 lots or units per acre</td>
</tr>
<tr>
<td>HDH 25</td>
<td>25 lots or units per acre</td>
</tr>
<tr>
<td>HDH 15</td>
<td>15 lots or units per acre</td>
</tr>
<tr>
<td>HDH 10</td>
<td>10 lots or units per acre</td>
</tr>
<tr>
<td>HDH 5</td>
<td>5 lots or units per acre</td>
</tr>
</tbody>
</table>

B. Accessory uses or structures incidental to the principally permitted use pursuant to Section 3.3 of this Land Use Code. Any Accessory Dwelling Unit permitted under Section 3.3 in an HDHO Development shall meet the occupancy and active employment requirements of Section 4.7.4.A.
4.7.5 Development Standards.

A. Eligibility. In order to reduce costs associated with the development and construction of Primary Residential Housing, the property development standards set forth in Section 4.7.5.C are established for and shall apply to all HDHO Developments within the HDHO Districts upon approval of a site plan or preliminary plat approval.

B. Property Development Standards. The following development standards shall apply to HDHO Developments within the HDHO Districts:

1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO Lots and Units. The following design standards shall apply to a development that utilizes the density increases allowed by this Section.

   a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

   b. Screening Requirements.

      1. Outdoor Storage Screening. All outdoor storage areas for materials, trash,
mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.

2. Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six (6) or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

   a. Be provided within ten feet (10’) of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer);

   b. Be not less than eighty percent (80%) opaque and be a minimum of three feet (3’) in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2’) tall at planting and anticipated to grow to at least three feet (3’) tall at maturity;

   c. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;

   d. Utilize plants found in Section 6.4.3.F, where required;

   e. Consist of at least two (2) of the following:

      i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

      ii. A berm with plantings as described above.

      iii. Transit shelters, benches, bicycle racks, and similar features may be
iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.

f. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

1. Be located at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9’);

2. Include at least one (1) tree per island;

3. Incorporate shrubs, perennials, and ornamental grasses, where required;

4. Be prepared with topsoil to a depth of two feet (2’) and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

5. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Façade Standards.

1. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or
other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

2. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:

   a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
   b. Dormers.
   c. Gables.
   d. Recessed entries, a minimum of three (3) feet deep.
   e. Covered front porches.
   f. Cupolas.
   g. Architectural Pillars or Posts.
   h. Quoins.
   i. Corbeling on wall.
   j. Decorative lintel.
   k. Incorporation of brick or stone on at least 25% of front surface area.

   e. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

   f. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.
g. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO Development. However, the building site area lot widths, and lot coverage percentages shall be designated on a preliminary plat or site plan pursuant to Section 4.7.9 below.

4. Density. Overall density of site development within an HDHO District shall not exceed the limits established in Section 4.7.4.

5. Building Height

a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b District shall not exceed four (4) stories or forty-two (42) feet in height.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.

d. Structures built within an HDHO Development must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:

1. 20 feet
2. The building’s setback at that point

e. From the exterior wall, the building’s height may increase to its maximum height at a rate not greater than a 45° angle from the maximum allowable height of the exterior wall.
Examples of HDH Height-Compliant Structures

28' Max. Height Examples

35' Max. Height Examples

50' Max. Height Examples
6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

7. Parking.

a. Number of spaces required

1. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

2. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-bedroom</td>
<td>1.75 per dwelling unit</td>
<td></td>
</tr>
<tr>
<td>Three-bedroom and Larger</td>
<td>2.0 per dwelling unit</td>
<td></td>
</tr>
</tbody>
</table>

b. Parking design requirements

1. Parking areas for single-family or two-family dwellings need not be paved.

2. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.

3. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.

4. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.

5. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.
8. **Minimum Standards of Physical Condition.** Each HDHO Unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

9. **Streets.** All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street.

10. **Signs.** Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be approved by the Planning and Zoning Administrator.

11. **Construction Timing.** The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO Units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four (4) HDHO Units shall be constructed.

### 4.7.6 Assurance of Primary Residential Housing and Occupancy.

A. **General.** HDHO Lots and Units shall be used for Primary Residential Housing for Actively Employed Households in perpetuity.

B. **Development Agreement.** The Developer or Subdivider shall enter into and record a Development Agreement encumbering the HDHO Development to ensure Primary Residential Occupancy by Actively Employed Households is maintained prior to prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder.

C. **Deed Restriction.** The following Deed Restriction shall be integrated into each deed of conveyance:
The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ________.

Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.

D. Enforcement. In addition to other remedies preserved herein, Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section by a record owner of any HDHO Lot or Unit in Grand County.

4.7.7 Development Incentives.

A. General. As a further inducement to the development of Primary Residential Housing beyond the relaxation and flexibility of development standards, the County, where appropriate, may also extend one or more Development Incentives to an HDHO Development, as set forth in Section 4.7.7.B, the selection of which shall depend on the quality, size, nature, and scope of the development being proposed. Incentives shall be targeted to improve the development design or to yield the greatest number of HDHO Units, so as to permit the County to meet its estimate of additional housing needs and the goals of the housing element of the County’s General Plan.
B. Additional Development Incentives. The County may also offer impact fee deferrals or waivers, property tax abatements, or direct financial contributions should the County Council determine that such incentives are warranted and in the best interest of the County.

4.7.8 Application of an HDHO District to a Specific Parcel.

A. Preapplication Conference. Prior to submission of an application requesting the County Council take legislative action to apply an HDHO District to a specific parcel(s) for an HDHO Development, the Developer or Subdivider shall meet with the Community and Economic Development Director or their designee(s), including other County staff deemed desirable or necessary by the Community and Economic Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Application Procedure. A request for application of an HDHO District to a specific parcel(s) 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 a zoning map amendment.

C. Effect. Application of an HDHO District to a specific parcel is a discretionary legislative decision, even where a developer also presents a site plan or subdivision proposal that otherwise conforms to the applicable requirements of this Section. Further, application of an HDHO District to a specific parcel does not constitute site plan, preliminary plat, or final plat approval. Rather, application of an HDHO District to a specific parcel, in conjunction with the Development Agreement, shall be deemed approval of permission to develop under the standards of this Section.

D. Development Agreement. In addition to the requirements of Section 9.2.3, Application for Zoning Map Amendment, each HDHO District Application shall include a
Development Agreement wherein Developer or Subdivider agrees to comply with the occupancy and active employment requirements of Section 4.7.4.A.

1. Commitment to percentage of HDHO Lots or Units. The Development Agreement shall include a commitment to providing a specific percentage of units in the HDHO Development, including all existing and proposed lots or units that will be deed restricted as HDHO Lots or Units.

2. No Amendment. Once the County has approved the Development Agreement, its material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

3. Recordation. The Developer or Subdivider shall record the Development Agreement prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder.

E. Lapse of approval. The HDHO District approval shall automatically expire and be void unless the County approves and Developer records a final plat for the HDHO Development in accordance with Sections 4.7.9 and 9.5 within 24 months of the date of HDHO District approval.

F. Conflict. In the event of conflict between the provisions of Section 9.2 and this Section 4.7.8, this Section shall control.

4.7.9 HDHO Development Plat and Site Plan Approval.

A. Application Procedure. Review of an HDHO Development plat or site plan is an administrative decision, which shall follow the County’s prior legislative review and approval of application of an HDHO District to a specific parcel.

B. HDHO Development Preliminary Plat and Final Plat. Each Subdivider shall submit and
the County shall review a preliminary plat application and final plat application in accordance with Sections 9.4 and 9.5, Preliminary Plat and Final Plat, and this Section 4.7.

1. In addition to the requirements of Section 9.4.2 and 9.5.1, Submittal Requirements, each plat shall include:
   a. Designation of HDHO Lots in accordance with Section 4.7.4;
   b. Plat Notes that read:
      1. Each HDHO Lot is subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. _______ and the requirements of Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay.
      2. Each HDHO Lot shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity.

C. HDHO Development Site Plans. Each Developer of a mixed use or multifamily residential HDHO Development shall submit and the County shall review site plan applications in accordance with Section 9.17, Site Plan Review, and this Section 4.7.

1. In addition to the requirements of Section 9.17.3, Submittal Requirements, each site plan shall include:
   a. Designation of HDHO Units in accordance with Section 4.7.4;
   b. Site Plan Notes that read:
      1. Each HDHO Unit is subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. _______ and the requirements of Grand County Land Use Code, Section 4.7,
High Density Overlay Districts Overlay.

2. Each HDHO Unit shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity.

D. In the event of conflict between the provisions of Section 9.4, 9.5, or 9.17 and this Section 4.7.9, this Section shall control.

4.7.9 Expiration of High Density Housing Ordinance.

This ordinance shall automatically expire after three hundred (300) HDHO Lots or Units have been approved or after two (2) years, whichever occurs first. A record of the number and location of HDHO Lots and Units approved shall be kept on file within the Community and Economic Development Department at all times.

4.7.10 Enforcement.

A. Penalties for Violation. As more particularly set forth in Section 1.9, Penalties for Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this Section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an HDHO Lot or Unit to a household not qualified under this Section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the County or its designee or to a seller or lessor of an HDHO Lot or Unit to obtain occupancy of housing for which the person is not eligible.

B. Legal Action. In addition to the remedies set forth in Sections 1.9, the County may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Section, including:
1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this Section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

4.7.12 Repeal/Savings Clause

Ordinance No. 584, enacted January 15, 2019, is hereby repealed; provided, however, that Ordinance No. 584 shall remain in force to authorize the arrest, prosecution, conviction, and punishment of a person who violates Ordinance No. 584 prior to the Effective Date of this Ordinance.
Exhibit A to HDH District

High Density Housing Overlay Boundaries

Legend
- HDH35
- HDH35b
- HDH25
- HDH15
- HDH10
- HDH5
Minimum Standards for Physical Conditions of High Density Housing Overlay (HDHO) Units

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS

- **Clean Unit:** All rooms will be cleaned as stated below:
  - **Kitchen:**
    - **Range:** Inner and outer services will be cleaned.
    - **Range hood and Exhaust Fan**
    - **Refrigerator and Freezer:** Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher - Must be in working order and inner and outer surfaces shall be clean.

- Blinds, Windows, Screens:
  - Windows - All window surfaces, inside and outside of the window glass, shall be clean.
  - Screens - Screens will be clean and in place with no holes or tears.

- Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- Bathrooms:
  - Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
  - Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
  - Tile - All tile and grout will be clean.
  - Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
  - Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.

- Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.
- Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean
- Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water system, etc.
- Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can
remain; if the wallpaper is peeling off, the wallpaper must be removed.

- Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.
ORDINANCE ADOPTING NEW CHAPTER 4.7 HIGH DENSITY HOUSING OVERLAY (HDHO) DISTRICTS TO THE GRAND COUNTY LAND USE CODE AND REPEALING ORDINANCE 584

WHEREAS, the purpose of this ordinance is to:

A. Encourage the development and availability of housing that is accessible and affordable to a broad range of households with varying income levels within the County;

B. Promote the County’s goal to add housing units to the County’s housing stock that may be owned or rented by households actively employed within the County;

C. Facilitate new development in a compact and orderly manner;

D. Minimize the impacts of new development on existing neighborhoods and residents within HDH districts;

E. Reduce the cost of constructing and maintaining infrastructure associated with new development;

F. Actualize the affordable housing goals and policies identified in the Grand County General Plan, which includes incentives for increasing density in strategically identified areas throughout the County;

WHEREAS, the County Council finds and determines:

A. The Moab Area, which includes the City of Moab, Town of Castle Valley, and unincorporated areas of Grand County, faces a serious housing problem that threatens its
economic security, quality of life, and environment. The extreme lack of access to affordable housing has a direct impact upon the health, safety, and welfare of residents of the County. While no single housing program will solve all of the Area’s needs, the High Density Housing (HDH) Overlay has been identified as one solution among a broader set of solutions;

B. Population in the Moab Area has increased rapidly, reflecting overall trends in the State of Utah. Between 2000 and 2017, the population in Grand County rose from 9,225 to 10,292, equivalent to a 11.6 percent increase, and similar to the Utah growth rate of 12.6 percent\(^1\). This rapid population increase is expected to continue, driving demand for housing. The fastest growing demographic is the population over the age of 65, followed by young adults between the ages of 18 to 24;

C. More homeownership and rental housing is to accommodate future growth. Between 2010 and 2017, the number of family and non-family households expanded, although non-family households experienced a somewhat higher rate of increase. This pace is expected to continue, which means more homeownership and rental housing will be needed;

D. Real estate prices have escalated across all residential product types. In 2017, the median sales price for a single-family home was $325,000, $352,000 for a townhouse, and $275,000 for a condominium. Between 2014 and 2017, the median price increased by 30 percent for townhomes, and 42 percent for single-family homes and condominiums;

E. Despite a high proportion of renter households (35 percent in Grand County\(^2\)), there is a limited inventory of multifamily apartments. Higher density workforce housing products that could be more affordable to the workforce, such as apartments and condominiums,

\(^1\) US Census Bureau 2010; ESRI 2017
\(^2\) Grand County Assured Housing Feasibility Study completed by BAE Urban Economics in 2018.
must compete with visitor accommodations, such as hotels and nightly rental units, for land. The economics of visitor accommodations allow them to pay more for land, making it difficult to build housing affordable to the workforce;

F. The area’s rapidly appreciating home prices has made housing out-of-reach for many working families. Housing costs have increased rapidly, substantially outpacing increases in household incomes. In general, no homes sold in 2017 were affordable to households earning up to 80 percent of Area Median Income, which is equivalent to a family of four earning $54,150 annually. Households at 100 percent of median income ($67,700 for a family of four) had limited homeownership options. Rental housing may be priced such that it is more within reach of moderate-income households, although there is a shortage of units available for rent.

G. Tourism-related industries are the fastest growing employment sector in Grand County, accounting for approximately 43% of all employment. Employment in accommodation and food services account for one out of every three jobs in Grand County. The next largest industries are retail and arts, entertainment, and recreation;

H. Jobs in tourism-related industries tend to be relatively low-paying, with some positions offering only seasonal or part-time employment with limited wage growth. The 2017 median household income in Grand County ($46,070) was lower than the statewide median of $62,902;

I. Because affordable housing is in short supply within the Moab Area, lower-income households may be forced to live in less than adequate housing, pay a disproportionate

3 Grand County Assured Housing Feasibility Study completed by BAE Urban Economics in 2018.
4 The 2017 median household income data is taken from ESRI. This is different from the HUD Area Median Family Income (HAMFI), which is based on a four-person family household and was $56,700 in 2017. The median household income described here accounts for all households of all different sizes, including non-family households.
share of their incomes to live in adequate housing, or commute ever-increasing distances to their jobs from housing located outside the Moab Area. These circumstances harm the County’s ability to provide high levels of service, attain goals articulated in the General Plan, and preserve a high quality of life for residents;

J. State and federal funds for the construction of new affordable housing are insufficient to fully address the current and projected shortages of affordable housing within the County. While the County has repeatedly amended its Land Use Code (LUC) to spur additional housing development, the private market has not provided adequate housing opportunities to extremely low-, very low-, low-, and moderate-income households;

K. The HDH Overlay was developed over a two-year period that involved dozens of public meetings, workshops, open houses, and public hearings; Public input greatly informed the overlay regulations and map boundaries.

WHEREAS, the Planning Commission is statutorily responsible for making recommendations to the County Council regarding textual amendments to the LUC;

WHEREAS, the Grand County Planning Commission held a public hearing on September 25, 2018 to solicit public comment on draft high density housing overlay (HDHO) Ordinance No. 584 and recommended approval to the County Council;

WHEREAS, the Grand County Council held a public hearing on November 7, 2018 to solicit public comment on Ordinance No. 584 and voted to approve the same;

WHEREAS, the Grand County Council passed, adopted, and approved Ordinance No. 584 on January 15, 2019 establishing the High Density Housing Overlay Districts;

WHEREAS, Grand County has determined that certain provisions of Ordinance No. 584 require modification or clarification to best serves its purposes;

WHEREAS, the Grand County Planning Commission held a public hearing on April 23, 2019 to solicit
public comment this revised ordinance and recommended approval to the County Council; and,

WHEREAS, the Grand County Council held a public hearing on May 21, 2019 to solicit public comment on this revised ordinance and voted to approve the same.

NOW, THEREFORE BE IT RESOLVED, Section 4.7 of the Grand County LUC shall read:

See attached Section 4.7 High Density Housing Overlay (HDHO) Districts in Appendix A.

PASSED, ADOPTED, AND APPROVED by Grand County Council in a regular public meeting on __________, 2019 by the following vote:

   Those voting aye: __________________________________________________
   Those voting nay: _________________________________________________
   Those absent: ___________________________________________________

ATTEST:             GRAND COUNTY COUNCIL

______________________________                     _____________________________
Chris Baird, Clerk\Auditor               Evan Clapper, Chair
Appendix A
Section 4.7 High Density Housing Overlay Districts

Sections:

4.7.1 Purpose.
4.7.2 Applicability.
4.7.3 Definitions.
4.7.4 Permitted Uses.
4.7.5 Development Standards.
4.7.6 Assurance of Primary Residential Housing and Occupancy.
4.7.7 Special Needs Emergency/Transitional Housing Development Incentives.
4.7.8 Application of HDHO District to a Specific Parcel.
4.7.9 HDHO Development Plat and Site Plan Approval.
4.7.10 Expiration of High-Density Housing Ordinance.
4.7.11 Enforcement.
4.7.12 Repeal/Savings Clause.

4.7.1 Purpose.

The High Density Housing Overlay Districts (“HDHO Districts”) are designed to provide for modification of the otherwise applicable development standards of the underlying base district as specified in Articles 2 and 5 of the Grand County Code, in order to accomplish one or more of the following purposes:

A. Facilitating the provision of new housing units used for Primary Residential Occupancy by Actively Employed Households;

B. Achieving the goals of the housing element of the County’s General Plan;
C. Implementing the policies and goals of the housing element of the County’s General Plan;

D. Encouraging the development of new high quality housing units by assisting both the public and private sector in making the provision of these units economically viable; and

E. Encouraging the provision of primary residential housing through the combination of multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

4.7.2 Applicability.

The regulations set forth in this Section may be applied to real property located within the HDHO Boundaries, as shown in Exhibit A, upon application to and approval by the County Council pursuant to the provisions herein.

4.7.3 Definitions.

A. “Active Employment Household” or “Actively Employed Household” means a household with at least one adult who meets one of the following criteria; provided, however, where there are unrelated individuals living together in one household, at least fifty percent (50%) of all the adults comprising the household shall meet one of the following criteria:

1. A full-time (aggregate of 30 hours of employment per week for any nine month period out of the calendar year) employee of an entity or entities located within Grand County; or

2. An owner or owner’s representative of a business or entity with a primary place of business within Grand County; or
3. A full-time (aggregate of 30 hours of employment per week) worker who is self-employed or works out of their home must provide their entire list of clients/workload so that it can be verified that a minimum of 75% of their work/clients are based within Grand County; or

4. A person who is unable to work or does not have a work history required under subsections (1) through (3) above due to a Disability.

B. “Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities, which seeks approval of an application for an HDHO Development.

C. “Development Agreement” means a contract between Grand County and a Developer or Subdivider, which is recorded as an encumbrance upon an HDHO Development to govern and control said HDHO Development hereunder. A Development Agreement shall run with the land and be binding upon the parties and their successors in title, as provided by its terms.

D. “High Density Housing Overlay District” or “HDHO District” means a zoning district that benefits from a higher density than that allowed under the existing underlying zoning designation, which attendant increased density encourages the provision of new housing units used for primary residential occupancy as further described in this Section.

E. “High Density Housing Overlay Development” or “HDHO Development” means a subdivision or site plan approved within an HDHO District in which at least eighty percent (80%) of the lots or units are restricted for Primary Residential Housing occupied by Actively Employed Households.
D.F. “High Density Housing Overlay Lot” or “HDHO Lot” is a Lot restricted for Primary Residential Housing occupied by Actively Employed Households that otherwise meet the requirements of this Section.

E.G. “HDHO Lots or Units” or “HDHO Lots and Units” shall refer to HDHO Lots and/or HDHO Units.

F.H. “High Density Housing Overlay Unit” or “HDHO Unit” is a dwelling unit restricted for Primary Residential Housing occupied by Actively Employed Households that otherwise meet the requirements of this Section.

G.I. “Household” means one (1) adult living alone, two (2) or more adults related to each other by blood, marriage, or another legally recognized relationship, or a maximum of five (5) unrelated adults residing in the same residence.

H.J. “Primary Resident” means an adult that meets the “Primary Residential Occupancy” requirement.

I.K. “Primary Residential Housing” or “Primary Residential Development” shall have the same meaning as “High Density Housing Development,” which terms may be used interchangeably throughout this Section.

J.L. “Primary Residential Occupancy” means the owner of record occupying the dwelling unit for a minimum of nine (9) months out of any twelve (12) month period or a renter occupying the dwelling unit through a lease term no shorter than six (6) months out of any twelve (12) month period.
1. “Special needs/transitional housing” means temporary housing that is made available to certain segments of the local population who face significant challenges in finding and retaining permanent housing. Special needs may include homelessness, substance abuse, domestic violence, or other similar needs.

K.M. “Subdivider” means any person creating a subdivision and offering lots for sale to the public.

4.7.4 Permitted Uses.

The following uses are permitted within an HDHO Development upon the County Council’s approval of application of an HDHO District to a specific parcel:

A. Residential developments at a density greater than normally permitted by the underlying zoning district as described in the table below, when the development provides a minimum of eighty percent (80%) of HDHO Lots or Units deed restricted for Primary Residential Occupancy for Actively Employed Households. HDHO Lots and Units may be owner-occupied or renter-occupied as long as the residents meet the occupancy and active employment requirements of Section 4.7.4.A. The maximum density (units/acre) limit shall be based on a calculation that includes all existing and all new units on the land area that is being included in the calculation. Residential development qualifying for greater density pursuant to the provisions of this ordinance shall be permitted to obtain such density by constructing residential housing types not otherwise allowed in the underlying zoning district. For example, multi-family units may be constructed in a single-family residential zone.

<table>
<thead>
<tr>
<th>High Density Housing (HDH) District</th>
<th>Maximum Density</th>
</tr>
</thead>
<tbody>
<tr>
<td>HDH 35a</td>
<td>35 lots or units per acre</td>
</tr>
<tr>
<td>HDH 35b</td>
<td>35 lots or units per acre</td>
</tr>
</tbody>
</table>
**4.7.5 Development incentives. Standards.**

**A. Eligibility.** In order to reduce costs associated with the development and construction of Primary Residential Housing, the property development standards set forth in Section 4.7.5.C are established for and shall apply to all HDHO Developments within the HDHO Districts upon approval of a site plan or preliminary plat approval.

**B. Property Development Standards.** The following development standards shall apply to HDHO Developments within the HDHO Districts:

1. **General Design Standards.** The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.
2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the Lots and Units. The following design standards shall apply to a development that utilizes the density increases allowed by this Section.

a. Sidewalks shall be installed along all street frontages where otherwise required by this LUC.

b. Screening Requirements.

1. Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.

2. Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six (6) or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:

a. Be provided within ten feet (10’) of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer);

b. Be not less than eighty percent (80%) opaque and be a minimum of three feet (3’) in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2’) tall at planting and anticipated to grow to at least three feet (3’) tall at maturity;

c. Not interfere with driver or pedestrian visibility for vehicles entering or
exiting the premises;

d. Utilize plants found in Section 6.4.3.F, where required;

e. Consist of at least two (2) of the following:

i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.

ii. A berm with plantings as described above.

iii. Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.

iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.

f. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:

1. Be located at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9’);

2. Include at least one (1) tree per island;
3. Incorporate shrubs, perennials, and ornamental grasses, where required;

4. Be prepared with topsoil to a depth of two feet (2’) and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and

5. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

d. Building Exterior Façade Standards.

1. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.

2. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:
   
   a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
   b. Dormers.
   c. Gables.
   d. Recessed entries, a minimum of three (3) feet deep.
   e. Covered front porches.
   f. Cupolas.
   g. Architectural Pillars or Posts.
   h. Quoins.
   i. Corbeling on wall.
   j. Decorative lintel.
   k. Incorporation of brick or stone on at least 25% of front surface area.
Planning staff shall have the authority to waive this requirement when the building is not visible from adjacent properties or the public right-of-way.

e. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

f. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.

g. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.

3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO Development. However, the building site area lot widths, and lot coverage percentages shall be designated on a preliminary plat or site plan pursuant to Section 4.7.9 below.

4. Density. Overall density of site development within an HDHO District shall not exceed the limits established in Section 4.7.4.

5. Building Height

a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b District shall not
exceed four (4) stories or forty-two (42) feet in height.

b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.

c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.

d. Structures built within an HDHO Development must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:

1. 20 feet

2. The building’s setback at that point

e. From the exterior wall, the building’s height may increase to its maximum height at a rate not greater than a 45° angle from the maximum allowable height of the exterior wall.
Examples of HDH Height-Compliant Structures

28' Max. Height Examples

35' Max. Height Examples

50' Max. Height Examples
6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

7. Parking.

a. Number of spaces required

1. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.

2. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two-bedroom</td>
<td></td>
<td>1.75 per dwelling unit</td>
</tr>
<tr>
<td>Three-bedroom and Larger</td>
<td></td>
<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>

b. Parking design requirements

1. Parking areas for single-family or two-family dwellings need not be paved.

2. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.

3. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.

4. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.

5. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.
8. Minimum Standards of Physical Condition. Each HDHO Unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street.

10. Signs. Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be approved by the Planning and Zoning Administrator.

11. Construction Timing. The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO Units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four (4) HDHO Units shall be constructed.

In addition to the relaxed and flexible development standards set forth in subsection C of this section, the County may offer other development incentives should the County Council determine that such incentives are warranted and in the best interest of the County. For example, the County may offer exceptions, waivers or modifications of other development standards that would otherwise inhibit density and achievement of affordable housing goals for the development site, including, but not limited to, placement of public works improvements. The County may also offer impact fee waivers, property tax abatements, or direct financial contributions.

4.7.6 Assurance of Primary Residential Housing and Occupancy.

A. General. HDHO Lots and Units shall be used for Primary Residential Housing for Actively Employed Households in perpetuity.
B. Development Agreement. The Developer or Subdivider shall enter into and record a Development Agreement encumbering the HDHO Development to ensure Primary Residential Occupancy by Actively Employed Households is maintained prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder.

C. Deed Restriction. The following Deed Restriction shall be integrated into each deed of conveyance:

   The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ________.

   Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.

D. Enforcement. In addition to other remedies preserved herein, Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval if the standards of this section are not met upon a violation or breach of this Section by a record owner of any HDHO Lot or Unit in Grand County.

4.7.7 Development Incentives.

A. General. As a further inducement to the development of Primary Residential Housing beyond the relaxation and flexibility of development standards, the County, where
appropriate, may also extend one or more Development Incentives to an HDHO Development, as set forth in Section 4.7.7.B, the selection of which shall depend on the quality, size, nature, and scope of the development being proposed. Incentives shall be targeted to improve the development design or to yield the greatest number of HDHO Units, so as to permit the County to meet its estimate of additional housing needs and the goals of the housing element of the County’s General Plan.

**Additional Development Incentives. 4.7.7 Special Needs Emergency/Transitional Housing.**

Pursuant to the applicable County codes, a developer may, at the sole discretion of the County and subject to certain requirements, satisfy a portion of its primary residential housing requirements by provisioning special needs/transitional housing units through either direct construction, land donation or the donation of existing units. There must be a quantified, demonstrated need for the emergency/transitional housing within the Grand County boundaries. The housing must be developed in collaboration with a federally recognized, 501(c)(3) nonprofit organization. The housing must satisfy all requirements of the applicable local, state and federal requirements. Given the unique and varying characteristics of the population to be served, the rents for special needs/transitional housing must be approved in advance by the County Council or its designee.

**4.7.8 Pre-application procedure.**

Prior to submitting an application for an HDHO district development, the applicant or prospective developer should hold preliminary consultations with the Community and Economic Development Director and other County staff as may be desirable, to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys and other data. Such preliminary consultations should include information on potential federal, state, and local affordable housing funding availability, and program requirements in guaranteeing the development’s consistency with the objectives of this overlay district.

**4.7.9 Application – Development plans and map required.**
An application for an HDHO district development must be for a parcel or parcels of land that is under the control of the person, corporation, or entity proposing the development. The application shall meet all requirements of and include all submission materials required in connection with an application for preliminary plat or site plan approval and shall be submitted with the County’s standard application form. In addition to the foregoing, the application shall include the following:

A. The proposed means for assuring the continuing existence, maintenance and operation of the development as a primary residential housing project; and

B. Such other information as may be required by the Community and Economic Development Director to allow for a complete analysis and appraisal of the planned development.

4.7.10 Findings.

In approving a development with respect to which the high density housing district zone is applicable, the County Council, upon the recommendation of the Planning Commission, shall make the following findings to ensure that the application is appropriate to the purpose and the location:

A. The concessions granted for density and deviation from design standards, are commensurate with the level of primary residential occupancy provided by the development. Specifically, the greater the extent of concessions and incentives, the greater the level of primary residential occupancy.

B. The developer enters into a development agreement to maintain the occupancy and employment restrictions of the development specific to the requirements of the County and any funding sources with greater or longer occupancy requirements.

4.7.11 Effect of High-Density Housing Overlay approval.

A. Not Approval of Final Plat
Approval of plans submitted in conjunction with an application for the High Density Housing Overlay shall not constitute approval of the final plat. Rather, it shall be deemed an expression of approval to the layout submitted on the preliminary plat as a guide to the preparation of the final plat, compliance with all requirements of Section 4.7, and the development agreement required under Section 4.7.6.

B. Lapse of Approval

The High Density Housing Overlay regulations codified herein for a development project within an HDHO district shall be valid for a period of 24 months from the date of approval and the general terms and conditions under which the approval was granted will not be changed. The HDH Overlay approval shall be deemed voided unless a final plat approval is granted within the 24-month period or unless the 24-month period is extended by the County Council at the request of the developer.

B. The County may also offer impact fee deferrals or waivers, property tax abatements, or direct financial contributions should the County Council determine that such incentives are warranted and in the best interest of the County.

4.7.8 Application of an HDHO District to a Specific Parcel.

A. Preapplication Conference. Prior to submission of an application requesting the County Council take legislative action to apply an HDHO District to a specific parcel(s) for an HDHO Development, the Developer or Subdivider shall meet with the Community and Economic Development Director or their designee(s), including other County staff deemed desirable or necessary by the Community and Economic Development Director, to discuss the procedures, standards, and regulations hereunder.

B. Application Procedure. A request for application of an HDHO District to a specific parcel(s) 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 a
C. Effect. Application of an HDHO District to a specific parcel is a discretionary legislative decision, even where a developer also presents a site plan or subdivision proposal that otherwise conforms to the applicable requirements of this Section. Further, application of an HDHO District to a specific parcel does not constitute site plan, preliminary plat, or final plat approval. Rather, application of an HDHO District to a specific parcel, in conjunction with the Development Agreement, shall be deemed approval of permission to develop under the standards of this Section.

D. Development Agreement. In addition to the requirements of Section 9.2.3, Application for Zoning Map Amendment, each HDHO District Application shall include a Development Agreement wherein Developer or Subdivider agrees to comply with the occupancy and active employment requirements of Section 4.7.4.A.

1. Commitment to percentage of HDHO Lots or Units. The Development Agreement shall include a commitment to providing a specific percentage of units in the HDHO Development, including all existing and proposed lots or units that will be deed restricted as HDHO Lots or Units.

2. No Amendment. Once the County has approved the Development Agreement, its material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.

3. Recordation. The Developer or Subdivider shall record the Development Agreement prior to recordation of a final plat approved hereunder or issuance of a building permit for any unit within a site plan approved hereunder.

E. Lapse of approval. The HDHO District approval shall automatically expire and be void unless the County approves and Developer records a final plat for the HDHO Development in accordance with Sections 4.7.9 and 9.5 within 24 months of the date of
HDHO District approval.

F. Conflict. In the event of conflict between the provisions of Section 9.2 and this Section 4.7.8, this Section shall control.

4.7.9 HDHO Development Plat and Site Plan Approval.

A. Application Procedure. Review of an HDHO Development plat or site plan is an administrative decision, which shall follow the County’s prior legislative review and approval of application of an HDHO District to a specific parcel.

B. HDHO Development Preliminary Plat and Final Plat. Each Subdivider shall submit and the County shall review a preliminary plat application and final plat application in accordance with Sections 9.4 and 9.5, Preliminary Plat and Final Plat, and this Section 4.7.

1. In addition to the requirements of Section 9.4.2 and 9.5.1, Submittal Requirements, each plat shall include:
   a. Designation of HDHO Lots in accordance with Section 4.7.4;
   b. Plat Notes that read:
      1. Each HDHO Lot is subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ______ and the requirements of Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay.

      2. Each HDHO Lot shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity.

C. HDHO Development Site Plans. Each Developer of a mixed use or multifamily
residential HDHO Development shall submit and the County shall review site plan applications in accordance with Section 9.17, Site Plan Review, and this Section 4.7.

1. In addition to the requirements of Section 9.17.3, Submittal Requirements, each site plan shall include:

   a. Designation of HDHO Units in accordance with Section 4.7.4;

   b. Site Plan Notes that read:

   1. Each HDHO Unit is subject to the Development Agreement recorded in the real property records of Grand County, Utah on ______ (Date) at Entry No. ______ and the requirements of Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay.

   2. Each HDHO Unit shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity.

D. In the event of conflict between the provisions of Section 9.4, 9.5, or 9.17 and this Section 4.7.9, this Section shall control.

4.7.9 Expiration of High Density Housing Ordinance.

This ordinance shall automatically expire after three hundred (300) HDHO Lots or Units have been approved or after two (2) years, whichever occurs first. A record of the number and location of HDHO units in receipt of certificates of occupancy Lots and Units approved shall be kept on file within the Community and Economic Development Department at all times.

4.7.10 Enforcement.
A. **Penalties for Violation.** As more particularly set forth in Section 1.9, Penalties for Enforcement, any person, firm, entity, or corporation violating any provision or failing to comply with any provision of this Section shall be guilty of a Class C misdemeanor. Without limiting the generality of the foregoing, it shall also be a Class C misdemeanor for any person, firm, entity, or corporation to sell or rent an HDHO Lot or Unit to a household not qualified under this Section. It shall further be a Class C misdemeanor for any person, firm, entity, or corporation to provide false or materially incomplete information to the County or its designee or to a seller or lessor of an HDHO Lot or Unit to obtain occupancy of housing for which the person is not eligible.

B. **Legal Action.** In addition to the remedies set forth in Sections 1.9, the County may institute any appropriate legal actions or proceedings necessary to ensure compliance with this Section, including:

1. Actions to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval;

2. Actions to recover from any violator of this Section civil fines, restitution to prevent unjust enrichment, and/or enforcement costs, including attorney fees;

3. Actions to seek judicial enforcement of such fines, restitution and costs, including judgment liens and foreclosure; and

4. Any other appropriate action for unlawful detainer, injunctive relief or damages.

### 4.7.12 Repeal/Savings Clause

Ordinance No. 584, enacted January 15, 2019, is hereby repealed; provided, however, that Ordinance No. 584 shall remain in force to authorize the arrest, prosecution, conviction, and
punishment of a person who violates Ordinance No. 584 prior to the Effective Date of this Ordinance.
Exhibit A to HDH District
Minimum Standards for Physical Conditions of High Density Housing Overlay (HDHO) Units

- Clean unit
- Carpets steam-cleaned two or three days prior to closing
- All scratches, holes, burned marks repaired in hardwood floors, linoleum, tile, and counter tops, etc.
- No broken or foggy windows
- All screens in windows (if screens were originally provided)
- All doors will be in working order with no holes
- All locks on doors will work
- All keys will be provided; e.g., door, mail box, garage
- All mechanical systems shall be in working order
- Walls paint ready
- Normal wear and tear on carpet; if carpet has holes, stains, etc., the carpet and padding shall be replaced or escrow funds at current market value per square foot for a comparable product shall be held at the time of closing to be used by the new buyer
- No leaks from plumbing fixtures
- Any safety hazard remedied prior to closing
- Satisfaction of radon issue if found at time of inspection
- All light fixtures shall be in working order
- All appliances that existed in the original Unit, remain and are in good working order and good condition

DEFINITIONS

- Clean Unit: All rooms will be cleaned as stated below:
- Kitchen:
  - Range - Inner and outer services will be cleaned.
  - Range hood and Exhaust Fan
- Refrigerator and Freezer - Inner and outer surfaces of refrigerator and freezer will be clean. Freezer will be defrosted.
- Cabinets and Countertops - Exterior and interior surfaces of cabinets and drawers will be clean. Door and drawer handles, if provided, shall be clean and in place.
- Sink and Garbage Disposal - Sink and plumbing fixtures will be clean. Garbage disposal must be in working order.
- Dishwasher - Must be in working order and inner and outer surfaces shall be clean.
- Blinds, Windows, Screens:
  - Windows - All window surfaces, inside and outside of the window glass, shall be clean.
  - Screens - Screens will be clean and in place with no holes or tears.
- Closets: Closets, including floors, walls, hanger rod, shelves and doors, shall be clean.
- Light Fixtures: Light fixtures will be clean and shall have functioning bulbs/florescent tubes.
- Bathrooms:
  - Bathtub, Shower Walls, Sinks - Bathtubs, shower walls and sinks shall be clean.
  - Toilet and Water Closet - Water closets, toilet bowls and toilet seats will be clean. If the toilet seat is broken or peeling, the seat shall be replaced.
  - Tile - All tile and grout will be clean.
  - Mirrors and Medicine Cabinets - Mirrors and medicine cabinets shall be cleaned inside and out.
  - Shelves and/or Other Cabinetry - All other shelving or cabinetry shall be cleaned inside and out.
- Walls, Ceilings, Painted Doors and Baseboards: Painted surfaces must be cleaned with care to ensure the surface is clean without damaging the paint.
- Floors: Floor cleaning includes sweeping and mopping and could include stripping, waxing and buffing. Types of floor surfaces include bamboo and marmoleum.
- Interior Storage/Utility Rooms: Storage/utility rooms shall be cleaned. Properly cleaned storage/utility rooms will be free from odors, removable stains, grease marks or accumulations.
- Washer/Dryer- Must be in working order and inner and outer surfaces shall be clean
- Safety Hazard: Any item that provides a safety hazard shall be fixed. This would include, but is not limited to, exposed electrical wiring, satisfaction of any radon issue found, ventilation for gas hot water
system, etc.

- Walls Paint-Ready: All holes shall be patched; all posters, pictures, etc., shall be removed from all walls; all nails, tacks, tape, etc., shall be removed from all walls; and all walls shall be clean and ready for the new buyer to paint. If wallpaper has been placed on the wall and in good condition, the wallpaper can remain; if the wallpaper is peeling off, the wallpaper must be removed.

- Windows: If a window is broken, including the locking mechanism, the window shall be replaced. If the window has a fog residue in the inside, it shall be replaced.
1212 South Jackson Street Comparison

Adopted HDH Boundaries

Proposed Revision
Jackson Street Business Resolutions Parcels - Record

- The previously included parcels on this block have been included, and at the highest density, since the 2017 open house
  - May 10th PC meeting is first HDH map, with Jackson Street included
  - First discussion of boundaries, as seen in minutes, is May 24th
- Letter from Amy was received by email on November 5th, included in November 20th council packet, page 562-563
  - Dec 4th packet, 167-168
  - Dec 18th packet, 413-414
  - Jan 2nd packet, 245-246
- HDH/Assured Housing Workshop on Dec 4, mention of Edge Parcels on page 6 of packet, but Jackson Street parcels not specifically called out
- The southern requested addition was included and called out on map for Dec 18 council meeting, among other map revisions
  - No specific discussion of this area in meeting
  - The revisions from this map were used for all staff work going forward
- January 15th Meeting Minutes
  - 1hr 41min - 2hr 2min is discussion with Mark Horowitz
  - He asks whether the band along Jackson was created to accommodate Mike Bynum, allowing him to add on to it
  - That idea is refuted by both sides of Jackson Street’s inclusion from the beginning in Spring of 2017.
- Justifications for original inclusion - Unbuilt/underbuilt parcels that are 1 block away from 191, and some of closest in county to downtown commercial core
  - After discussion among council on the impacts of the block of 4 included parcels, they were reduced from HDH35b to HDH15
November 1, 2018

Zacharia Levine
Community and Economic Development Director
Grand County

RE: High Density Housing Overlay District Boundary

Dear Zacharia-

This letter is to express our overall support of the proposed HDH Overlay District. Business Resolutions and its partners have a number of properties that could potentially benefit from the overlay. We do however have one concern with the boundary of the proposed HDH35b in the area of Jackson Street. There are four properties under joint ownership and only two of the four are currently proposed to be in the overlay. We respectfully request that the two properties listed below and shown on the attached map are included in the overlay. Only a portion of the 5.5 acre parcel can be developed due to steep slopes.

Parcel Number - 020070084
Address - 1212 S JACKSON
Area (acres) - 1.48

Parcel Number - 02MAY0010
Address - MADISON WAY 1267 S
Area (acres) - 5.50

This will give us the opportunity to design a more cohesive development on a larger tract of land; resulting in more housing units.

Sincerely,

Amy Weiser, Project Manager
Business Resolutions, LLC.
Public Hearing Notice

Proposed Amendments to the High Density Housing Overlay (HDHO 15)
Boundaries in the Vicinity of Your Property

Public Hearing Information
Planning Commission / County Council

Date: May 21, 2019
Time: 6:00 p.m. or later
Location: Grand County Courthouse
Council Chambers

For more information, contact the
Grand County Community & Economic Development Department
125 E. Center St.
Moab, Utah 84532
435-259-1343

You are receiving this notice because of your proximity to the potential changes in boundaries of the High Density Housing Overlay District, HDH-15 (see attached information).

A public hearing is a statutory requirement for changes to land use/zoning regulations, including map boundaries. At a public hearing, members of the public are provided a reasonable opportunity to comment on the subject of the hearing.
Proposed Ordinance amending the High Density Housing (HDH) Overlay and to correct an error in the adopted map.

Statement: On January 15, 2019, the Grand County Council adopted Ordinance 584 establishing the High Density Housing Overlay (HDHO) boundaries and associated standards of development.

Following adoption of Ordinance 584, the County Attorney and Community and Economic Development Office collaborated to clarify the development standards and review and approval procedures set forth in the ordinance. Staff will review the redlined changes to the previously adopted ordinance in the May 21, 2019 County Council meeting.

In addition to the standards and procedures clarifications, staff believes the adopted map inadvertently and erroneously omitted a parcel from the HDH 15 district. The parcel is located on the south side of Jackson St. A record of mapping conversations related to the subject parcels will be included in the formal meeting packet for reference. You may also request meeting packet information from the Community and Economic Development Department directly.

On April 23, 2019, the Grand County Planning Commission voted to send a favorable recommendation to the County Council for the proposed text changes in the ordinance and the proposed addition of the referenced parcel into the HDH 15 District.

While also noticed in the Moab Times Independent, the County’s website, and the State of Utah’s Public Meeting Notice website, you are receiving a mailed notice of this public hearing because of your proximity to the proposed boundary change.

**Please note that even if the County Council votes to adopt the new HDH Overlay District boundaries, the landowner/developer would still be required to ask for and receive approval for the HDH Overlay to be applied to their specific parcel. This requirement applies to any landowner/developer requesting approval for an HDH Overlay development based on their respective HDHO District.
High Density Housing Overlay Boundaries
Please share this with all involved in the decision making process (City and County)
Hello Everyone,

I am a concerned citizen and multiple small business owner in the Moab community. My husband and our family have been in the Moab valley for over 4 generations and we have seen a lot of change in this valley, mostly good, but some of the current proposed changes could be detrimental to citizens and small business in the future. My concern is the "taking" of private property rights. Some of the citizens of the community weren't here or don't remember when Moab was basically a drab ghost town when the uranium mines shut down. You couldn't even give away homes, business were closing and it was a pretty undesirable place. With the tourism industry, the town has flourished. The City and County benefit from the TRT and property tax and if the right to do nightly rentals is taken away, it will be a huge ding in the economy and in the tax revenue to our community. It seems like the citizens who want to stop all nightly rentals, tourism and to go back to the 1990's are people who have moved here in the last 10-15 years and now they want to shut the gates so no one else can come to Moab and build a future in a great community.

When nightly rentals were removed from the residential zones and put in commercial zone the County created an overlay for the complexes that had a majority of rentals versus full time residences. These include Rim Village, Rim Vistas, Coyote Run, Solano Vallejo, Puesta del Sol, Redcliff Condos, Southgate Villiage, Tierra Del Sol, Desert Wind, etc. in the County and Moab Springs Ranch, Entrada, Cottonwoods on Williams Way, etc in the City. I think it is only fair that these continue to be allowed to do nightly rentals along with those B&B's and current nightly rentals that are "Grandfathered" in. I am concerned about the talk of "sun-setting" the grandfathered rentals and those in complexes where nightly rentals are now allowed. People have invested in Moab with their hard earned cash. (I am not talking about the big money motels. These are individuals and families who have mortgages to pay. They bring money into the community through the TRT tax, property tax, and employing people to clean, do maintenance, electricians, plumbers, contractors, etc. I am a strong advocate for affordable housing, and housing solutions. I have 3 rentals that I lease at an affordable rate to try to help in a small way. You should not take away vested property rights from property owners and members of our community. We live in a free market society, which is one of the coveted principles that our country was founded upon. If you restrict and do away with nightly rentals I fear it will have economic impacts to our community that can not be reversed. Moab has been discovered! What is to stop people from investing in San Juan County. They will still have to go through Moab, impact traffic and our roads, use our services, but San Juan Co will get the tax benefits and the revenue. The market will correct itself. It always comes back to supply and demand...the basic economic principle. I would encourage you to tread carefully on private property rights. We don't want the state to come down and take over control of our community because you have pushed the boundary on taking away rights.

Respectfully yours,

Sue Dalton
435-260-8090, cell
May 24, 2019

Grand County Council
Zacharia Levine, Community and Economic Development Director

RE: HDH15 Overlay on Jackson Street

Dear Councilmembers-

At the public hearing this week on May 20th a Grand County Planning Commission member spoke against correcting the error to the HDH15 Overlay boundary on Jackson Street. He stated that it was not as simple as correcting a staff error and intimated that it had not been a part of the overall HDH Overlay process. This letter is to once again make clear that the County Council approved the boundary of the HDH15 overlay on the Jackson Street property (as shown on attached Exhibit A) at their January 15th meeting.

In summary, on November 5, 2018 our office submitted a letter requesting that the Council include all 4 of the parcels on the East side of Jackson Street rather than the draft proposal which only included 2 parcels. This letter and the map showing the requested change was emailed to Council members on the same day. At the Council meeting on November 7, 2018 Amy Weiser spoke to the letter and the request to include all 4 parcels. The letter, and map showing requested boundary, was included in the Council’s packets on November 20, 2018, December 4, 2018, and December 18, 2018. Claims that the public never saw this request are simply incorrect. The draft map was changed to include the 4 parcels when the Council approved the HDH Overlay Map and Ordinance on January 15, 2019.

On January 15th the Council approved the requested change to the HDH15 Overlay boundary for the properties on Jackson Street. The approval would increase the lots from 2 lots to 4 lots. The final map that came out increased the boundary, but only from 2 lots to 3 lots; it did not reflect all that was approved. The error was immediately brought to the attention of Community and Economic Development staff i.e. two additional lots not just one. We aren’t requesting a change to what was approved; we are requesting a correction to reflect what was approved. To put it another way, it could not have been increased even from 2 to 3 parcels without full approval by Council. You in fact approved to increase from 2 to 4 parcels as the public record proves rather than only 3.

We sincerely hope that the Council re-approves the change, and rights the inadvertent error to the HDH15 Overlay boundary for the Jackson Street lots. Thank you for your attention to this matter.

Mike Bynum, Manager
Business Resolutions Lots

October 15, 2018

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
Notice & notification:
After two years of extensive work by staff and public input this property is added with only brief notice to affected property owners. Nine properties border this parcel. Notice signage was ineffective. Notice was not sent by mail. Mail notice would only reach property owners, not actual residents. It takes Real Diligence to know what is happening at Planning and at Council. Signage & legal notification would easily be overlooked by any normal citizen.

My original query:
I understand why parcels in Highway Commercial are in the HDHO but I don’t understand why two small lots (1095 & 1121 jackson, a duplex) are included!? ... Also 410 E Jefferson (a small lot home) is also included. Depending on actual development, some small lot homes could be nearly surrounded by HDH. [btw; the owner @ 1121 jackson did not know that her home is now in the HDHO .... ].

My conclusion; that the intention is to create a development continuity thru these homes to specifcally include 'Resolutions' properties. I call that "Pre-pre approval"!

Adding these small lots implies that they are better developed as HDH and encourages their obsolescence. Would being adjacent to or surrounded by HDH improve your property value or not??
As Randy Day said; “You’re IN or you’re out” !!!

My opinion:
1212 Jackson ave. Parcel# 02-0070084 = 1.48 ac. Rural Residential/1 per ac. bordering nine small lot properties. multiplying development rights 15 fold and increasing building heights to 44 feet ..... is contrary to every aspect of the Land Use Code. EVERY. SINGLE. ONE.

I believe planning would be better served if 1212 jackson were rezoned SLR thus making a buffer between the SRL May Estates & Jefferson street homes and the impending plans ‘Resolutions’ may take. Resolutions remaining two parcels = 2.7 ac. X 15 = =/- 40. = 1.48 22hdh/8slr.

My Respectful Request;
The request of ‘Resolutions’ partners to include approx.. one acre of parcel 02-MAY-0010, Lot 8 (5.5 ac) in the May Estates subdivision is impossible.

Lot 8 is “Plat Restricted” from further subdivision. This was the promise of the Grand County council upon approval of final plat. I don’t see any legitimate way that parcel could be involved in any development plans ‘Resolutions’ may come forward with.

I ask that ‘Resolutions’ request to include un-re subdividable property be denied.

Sincerely,

Marc Horwitz 1275 boulder moab 05/29/19
1212 South Jackson Street Comparison

Proposed Revision

Adopted HDH Boundaries

BITTLE
MAIN ST US

Resolution
Lot 28
Main Est.
A FINAL PLAN OF
MAY ESTATES
A RESIDENTIAL SUBDIVISION IN THE 6TH SECTION, T 26 S, R 22 E, SUMMIT COUNTY, UTAH

NOTES:
1. Lot 8 Base is hereby restricted from further subdivision.

OWNERS & MORTGAGEE'S
DEDICATION
NOW OWNERS OF THE ABOVE DESCRIBED TRACT OF LAND, DO HEREBY DEDICATE THE SAME TO BE THE PERPETUAL,
PUBLIC, PARCEL LANDS FOR THE USE AND BENEFIT OF THE PUBLIC.

ACKNOWLEDGMENT
STATE OF UTAH
COUNTY OF SUMMIT
ON THE 8TH DAY OF MAY, 1980, BEFORE THE UNOFFICIAL EXPIRATION OF THE COUNTY COMMISSIONER'S OFFICE.

SURVEYOR'S CERTIFICATE
TIMOTHY M. KEOGH, R.E.
CERTIFY THAT I AM A REGISTERED UTAH LAND SURVEYOR, AND HOLD CERTIFICATE NO. 171000, AS
REGISTERED UNDER THE LAWS OF THE STATE OF UTAH, AND FURTHER CERTIFY THAT UNDER AUTHORITY OF THE
OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED THEREON.
I HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS AND STREETS HEREFOR TO BE KNOWN AS MAY
ESTATES.

BOUNDARY DESCRIPTION
A PARCEL OF LAND IN THE 6TH SECTION, T 26 S, R 22 E, SUM
MIT COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGNNING AT A CORNER ON THE
WEST LINE OF THE 6TH SECTION, S. 21 T., R. 22 E., SUMMIT COUNTY, UTAH, 8 FT. S. FROM THE SW CORNER
OF THE 6TH SECTION, S. 21 T., R. 22 E., SUMMIT COUNTY, UTAH, AND PROCEEDING S. 89' 54" E. 1915.2 FT.
TO A CORNER, THENCE S. 78' 45" E. 200.0 FT. TO A CORNER, THENCE S. 80' 42" W. 274.8 FT. TO A CORNER.
THENCE N. 78'-42" W. 299.8 FT. TO A CORNER. THENCE S. 80' 42" E. 211.2 FT. TO A CORNER. THENCE S. 80'
46" E. 1915.2 FT. TO A CORNER. THENCE S. 80' 46" E. 649.0 FT. TO A CORNER, THENCE N. 80' 46" E. 299.8 FT.
TO A CORNER, THENCE N. 80' 46" W. 274.8 FT. TO A CORNER, THENCE S. 80' 46" W. 1915.2 FT. TO A CORNER.
THENCE N. 80' 46" W. 649.0 FT. TO THE BEGINNING, HAVING THEREUPON CONTAINED 10.0 ACRES, MORE OR LESS.

BARTINS ARE BASED ON THE WEST LINE SW1/4 OF SEC. 7, SUMMIT COUNTY, UTAH.

MAY ESTATES
DO HEREBY DEDICATE THE FOLLOWING PARCELS OF LAND AND ALL PUBLIC UTILITY EASEMENTS AS REQUITED FOR PUBLIC USE.

ACREAGE

COUNTY OUTERCOMMISSIONER

COUNTY COUNCIL COMMISSIONER

COUNTY READER, NO.

[Signature]

[Signature]

[Signature]
**AGENDA ITEM: M**

| TITLE: | Adopting proposed resolution approving Final Plat for Riley’s Roost Subdivision, located at 4511 E. Sunny Acres Lane |
| FISCAL IMPACT: | N/A |
| PRESENTER(s): | Community and Economic Development Staff |

**STATED MOTION:**

Move to adopt the proposed resolution approving the Final Plat for Riley’s Roost Subdivision, located at 4511 E. Sunny Acres Lane, and authorize the Chair to sign all associated documents.

**STAFF RECOMMENDATION:**

Review and consider application materials provided related to the proposed Riley’s Roost final plat. Staff recommends the County Council adopt the Riley’s Roost final plat.

**BACKGROUND:**

See staff report attached.

**ATTACHMENT(s):**

- Proposed Resolution
- Staff Report
- Application
- Title Report
- Drainage Study
- Site, Utility, Grading & Drainage Plan
- Civil Plan Set
- Final Plat
- Covenants, Conditions & Restrictions
- Subdivision Improvements Agreement
- Agency Approval Letters
RESOLUTION ______ 2019

RESOLUTION OF THE GRAND COUNTY COUNCIL
APPROVING THE RILEY’S ROOST FINAL PLAT

WHEREAS, the Grand County General Plan (General Plan) was adopted by the Grand County Council on April 6, 2004, with Resolution #2654 and updated February 7, 2012, with Resolution #2976;

WHEREAS, the Grand County Land Use Code (LUC) was adopted by the Grand County Council on January 4, 1999 with Ordinance No. 299 and amended February 19, 2008, with Ordinance 468 for the purpose of regulating land use, subdivision and development in Grand County in accordance with the General Plan;

WHEREAS, Joe K. Riley (hereinafter referred to as “Applicant”), submitted an application for the Riley’s Roost Subdivision Final Plat, more specifically described as the following real property located in Grand County, Utah, and more specifically described as follows:

Beginning at a point thence North a distance of 981.23 feet from the East Quarter corner of Section 35, Township 26 South, Range 22 East SLM, and running thence North along the Section line a distance of 339.77 feet to the Northeast corner of the SE1/4NE1/4 of Said Section 35; thence with the north line of the SE1/4NE1/4 of said Section 35 North 89°53’15” West (Record=West) a distance of 541.49 feet; thence South 0°11 East a distance of 518.31 feet (Record=517.25’); thence North 87°42 East a distance of 240.90 feet; thence North 02°11’29” East a distance of 148.73 feet; thence North 86°23’56” East a distance of 305.42 feet to the point of beginning.

Containing 5.23 acres, More or Less.

WHEREAS, the subject parcel is zoned Rural Residential (RR) as more specifically described in the Grand County Land Use Code;

WHEREAS, the Grand County Planning Commission reviewed and approved the Riley’s Roost Subdivision Preliminary Plat at a public meeting on April 9, 2019;

WHEREAS, due notice was given that the Grand County Council would meet to hear and consider the proposed Final Plat in a public meeting on June 4, 2019;

WHEREAS, the County Council has considered all evidence and testimony presented with respect to the subject application;

NOW, THEREFORE, BE IT RESOLVED by the Grand County Council that it does hereby approve the Riley’s Roost Subdivision as proposed and described on the Final Plat, dated February 26, 2019.

PASSED, ADOPTED, AND APPROVED by the Grand County Council in open session this 4th day of June, 2019, by the following vote:

Those voting aye: ______________________________________

Those voting nay: ______________________________________

Those abstaining: ______________________________________

Those absent: ________________________________________

ATTEST

Grand County Council

______________________________  __________________________
Chris Baird, Clerk/Auditor        Evan Clapper, Chair
PROPERTY OWNER: Joe K. Riley
PROP. OWNER REP: Joe K. Riley
ENGINEER: SET Engineering
PROPERTY ADDRESS: 4511 E. Sunny Acres Lane
SIZE OF PROPERTY: 5.03 acres
EXISTING ZONE: Rural Residential (RR)
EXISTING LAND USE: Residential
ADJACENT ZONING AND LAND USE(S): Rural Residential (RR)

APPLICATION TYPE
Final Plat

STAFF RECOMMENDATION: Approve
Comments (optional): The proposed subdivision meets the County’s standards. Standard final plat approvals are administrative in nature, which means the threshold for approval is, strictly, compliance with the LUC.

APPLICATION PROCEDURE
Decision Type: Administrative
Public Notices: ☒ Public Meeting at:
☐ Planning Commission
☒ County Council
☐ Public Hearing 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: Click or tap here to enter text.

SUMMARY OF REQUEST
The subject property is 5.03 acres located at 4511 E. Sunny Acres Lane. The Riley’s Roost Final Plat is a three (3) lot subdivision with designed stormdrain detention and utilities.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
Applicant will dedicate land along a portion of Sunny Acres Lane in order to ensure adequate right-of-way for the public’s use and Grand County Roads Department’s maintenance. Applicant will extend water and sewer services to each proposed lot.
CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

9.5.2D Review by County Council (See staff comments in colored italics)

1. Action by County Council

The Zoning Administrator shall submit the final plat to the County Council, along with any preliminary plat conditions established by the Planning Commission, preliminary plat, and an appropriate recommendation. The County Council shall consider all proposals with respect to the dedication of rights-of-way for public use, the construction of utilities, streets, drainage, and other improvements, and when satisfied with the proposals, shall authorize the establishment of agreements for the same. The County Council shall act on the final plat within 30 days after the planning Commission makes a recommendation, or within a reasonable time thereafter.

Sunny Acres Lane is adequate, and should have no problems with the addition of three (3) new residences. All three (3) new residences will front on Sunny Acres Lane. Public Utility Easements have been provided between lots to provide adequate easements for proposed or future utility service. Surface drainage has been provided for with each lot. Each of the proposed lots complies with the underlying Rural Residential (RR) zone requirement of 1 acre minimum. Each lot will be hooked up to water and sanitary sewer systems.

COMPATABILITY WITH GENERAL PLAN

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

COMPATABILITY WITH LAND USE CODE (ZONING)

The subject property is zoned Rural Residential (RR). The proposed three (3) lots created by this Final Plat are compliant with current zoning regulations and the current zone. Staff has reviewed the subject application and finds it compliant with the pertinent Land Use Code.

LAND USE CODE REFERENCE SECTIONS

Section 9.5 Final Plat
Section 9.5.2D1 Action by County Council (See staff comments in colored italics)

See above comments.

Section 7.3 Streets
7.3.4 Half Right-of-Way (R.O.W)

Half Streets shall be prohibited except where essential to the reasonable development of the subdivision and where the Planning and Zoning Commission finds it will be practicable to require the dedication of the other half of a street when property is subdivided.

The Applicant will dedicate land along a portion of Sunny Acres Lane in order to assure adequate Right-of-Way for the public use and Grand County Roads Department’s maintainance.

Section 7.6 Easements
7.6.1 Utility Easements Required

Utility easements shall be provided in all residential areas unless otherwise approved by the Planning Commission and in commercial and industrial districts, except the Planning Commission may waive the requirement where other and assured provision is made for service access consistent with and adequate for the uses proposed.

The Applicant will provide Utility Easements.

7.6.2 Minimum Width

The minimum right-of-way width of each utility easement shall be 10 feet.

The Applicant will provide 10’ Utility Easements.

7.6.3 Utility Easement

Utility easements shall be provided of 10 feet in width on each side of all rear lot lines and 5 feet in width on each side of side lot lines. Where the rear or side lot lines abut property outside of the subdivision on which there are no rear or side lot lines easements at least 5 feet in width, the easements on the rear and side lot lines in the subdivision shall be 10 feet in width.

The Applicant will provide adequate Utility Easements
7.7.2B 100-Year Storm
All drainage and flood control facilities shall be designed in accordance with the Grand County Storm Drain Plan as amended and at a minimum to handle the calculated difference between historic flows and the anticipated post-development 100-year frequency storms for maximum period of intensity over the entire drainage basin with which the subdivision serves, and they shall be made in accordance with the approved improvement plan. The “100-year storm” referred to herein shall mean that storm run-off is calculated on the basis of a fully developed watershed.

*The Applicant is providing storm drain accommodations.*

7.7.2E
Catch basins shall be constructed in accordance with the Grand County Construction Standards.

*The Applicant is providing storm drain accommodations.*

7.7.2F
All drainage shall be designed by a Utah registered engineer.

*The Applicant has acquired the services of a Utah registered engineer.*

**PROPERTY HISTORY**
The original 5.03 acre lot, located at 4511 E. Sunny Acres Lane, previously was a vacant lot. The parent parcel utilized the Minor Record Survey process to subdivide into two parcels in 2018, and for that reason the applicant is required to subdivide utilizing the Preliminary and Final Plat procedures. The applicant desires to subdivide the lot into three (3) individual lots.
FINAL PLAT APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: __________
Final Plat Processing Fees: $650.00 first five (5) lots x $125.00 per lot in excess of five (5) lots __________
Submittal Received by: ______ Amount Paid: ______ Fees Received by: __________

CONTACT INFORMATION
Property owner: Joe K. Rilev
Address: 11850 S. Hwv 191. Suite A3
Phone: 619-889-9342 cell: 619-889-9342 fax:
Email address: joer1098@amail.com

Engineer: SET Engineering
Address: 1309 East 3rd Ave. #21. Durango, CO 81301
Phone: 970-403-5088 cell: _______ fax:
Email address: contact@setengineering.com

Surveyor: Red Desert Surveying. LLC
Address: 30 S. 100 East #2. Moab. UT 84532
Phone: 435-260-0104 cell: _______ fax:
Email address: lucas@reddesertsurvey.com

Property owner representative: ____________________________
Address: ________________
Phone: ___________________ cell: _______ fax:
Email address: ________________________________

PROJECT INFORMATION
Project name: Rilev's Roost
General location of the property: SE 1/4 NE 1/4 Section 35. Township 26 South Range 22 East &
Size of the subject property: 5.03 acres Number of lots: 3
Surrounding land uses: Residential
Current Zoning: RR district
February 11, 2019

Joe Riley
Via email: joeriley@gmail.com

Re: File No. 11827
Joe Riley
4511 East Sunny Acres Lane, Moab, Utah 84532

Dear Folks:

Please find attached the Commitment for Title Insurance you requested on the above property. If you have any questions, or need additional copies of anything, please let us know.

Very truly yours,

Glenna Oliver
Glenna Oliver

Attachment
ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY 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, STEWART TITLE GUARANTY COMPANY, a Texas 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 six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:

Anderson-Oliver Title Insurance Agency, Inc.
94 E. Grand Ave.
Moab, UT 84532
(435) 259-3000

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

File No. 11827
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 1 of 3
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.
   (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;
   (f) Schedule B, Part II - Exceptions; and
   (g) a countersignature 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.

(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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.
Issuing Office: 94 E. Grand Ave., Moab, UT 84532
Issuing Office’s ALTA® Registry ID: N/A
Loan ID Number: 
Commitment Number: 11827
Issuing Office File Number: 11827
Property Address: 4511 East Sunny Acres Lane, Moab, UT 84532
Revision Number:

1. Commitment Date: January 22, 2019 at 8:00 AM

2. Policy to be issued: Proposed Policy Amount
   (a) ALTA Owner’s Policy Standard $0.00
   Proposed Insured:
   (b) ALTA Loan Policy Standard $220.00
   Proposed Insured:
   TITLE COMMITMENT ONLY

3. The estate or interest in the Land described or referred to in this Commitment is:
   Fee Simple

4. The Title is, at the Commitment Date, vested in:
   Joe Riley

5. The Land is described as follows:
   Grand and San Juan County, Utah:
   Beginning at a point thence North a distance of 981.23 feet from the East Quarter Corner of Section 35, Township 26 South, Range 22 East, SLM, and running thence North along the Section line a distance of 339.77 feet; thence North 90°0’ West a distance of 541.49 feet; thence South 0°11’ East a distance of 517.25 feet; thence North 87°42’ East a distance of 240.90 feet; thence North 02°11’29” East a distance of 148.73 feet; thence North 86°23’56” East a distance of 305.42 feet to the point of beginning.
   (Parcel No. 02-0035-0038 for the portion in Grand County)
   (Parcel No. 26S22E351800 for the portion in San Juan County)

   EXCEPTING therefrom all oil and gas and oil and gas rights.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No. 11827
ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)
Page 1 of 2
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 11827

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.
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 11827

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

8. Taxes for the year 2019 are accruing as a lien, not yet due and payable. Taxes for the year 2018 have been paid in the amount of $1,583.43 for Tax Parcel No. 02-0035-0002 in Grand County and $77.85 for Parcel No. 26S22E351800 in San Juan County.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in
Exceptions

Schedule B. 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.

10. Rights to ditches and reservoirs; and the right of the proprietor of a vein or lode, to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; all as set forth in the Patent from The United States of America to Joseph H. Johnson dated December 20, 1904 and recorded in Grand County on February 23, 1905 in Book 1 at page 346 and recorded in San Juan County on December 26, 2017 in Book 1008 at page 941, Entry No. 142284.

11. Reservation, exception or conveyance of all oil and gas and oil and gas rights, so as to sever the same from the remaining fee simple estate, together with rights of ingress and egress in connection with the same, all as set forth in instruments of record including, but not limited to, the following
   a. Warranty Deed from Nicholas J. Murphy and Thelma Louise Murphy to Lawrence W. Bull and Mildred R. Bull dated November 13, 1961 and recorded in Grand County on November 13, 1961 in Book 104 at page 154, Entry No. 296313 and recorded in San Juan County on December 26, 2017 in Book 1008 at page 952, Entry No. 142293.
   b. Warranty Deed from Lawrence W Bull, et ux., to Larry R. Shirley, et ux., dated June 29, 1968 and recorded in Grand County on July 5, 1968 in Book 164 at page 593, Entry No. 324592 and recorded in San Juan County on September 9, 1968 in Book 454 at page 570, Entry No. X-6806A.
   e. Warranty Deed from Firman Loyd Sender, et ux., to Donald L. Webb, et ux., dated January 3, 1975 and recorded in Grand County on January 16, 1975 in Book 225 at page 192, Entry No. 353261 and recorded in San Juan County on May 23, 1975 in Book 589 at page 839, Entry No. E-5793.
   f. Warranty Deed from Margaret L. Webb to Garedl Earl Martin dated April 17, 1984 and recorded in Grand County on April 17, 1984 in Book 361 at page 66, Entry No. 40417 and recorded in San Juan County on April 26, 1984 in Book 659 at page 385, Entry No. 1H05328.
   g. Warranty Deed from Margaret Webb to Leroy Swapp Whitmer, et ux., dated September 22, 1986 and recorded in Grand County on September 23, 1986 in Book 680 at page 788, Entry No. 1100237.
   i. Warranty Deed from Leroy Swapp Whitmer, et ux., to Larry A. Nagel, et ux., acknowledged January 27, 1988 and recorded in Grand County on February 1, 1988 in Book 401 at page 357, Entry No. 414665.
   k. Warranty Deed from Larry A. Nagel to Larry A. Nagel dated April 28, 2017 and recorded in Grand County on April 28, 2017 in Book 852 at page 843, Entry No. 524480 and recorded in San Juan County on April 28, 2017 in Book 999 at page 123, Entry No. 137310.
   l. Warranty Deed from Larry A. Nagel to Matt Dickey dated January 24, 2018 and recorded in Grand County on January 29, 2018 in Book 863 at page 861, Entry No. 527938 and recorded in San Juan County on January 30, 2018 in Book 1013 at page 370, Entry No. 145991.

The Company makes no representation as to the present ownership of any such interests. There may be leases,
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

IS ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

grants, exceptions or reservations of interests that are not listed.

12. All easements and rights of way held by Utah Power & Light Company, its predecessors and successors, including, but not limited to, the Pole Line Easement granted by Nicholas and Thelma Murphy recorded in Grand County on June 12, 1956 as Entry No. 276217 in Book 6-R at page 532.


NOTE: This Easement covers "a strip of land 30 feet on each side of the Section Line common to Section 35 and 36, Township 26 South, Range 22 East, SLB&M, for a distance of 1320 feet between the southeast quarter of the Northeast quarter of said Section 35, and the southwest quarter of the northwest quarter of said Section 36" and is shown on the Recorder's Plat in Grand County as a public road.

14. All easements, rights-of-way, reservations and restrictions, however evidenced, as referred to in instruments of record including, but not limited to, the following:
   a. Warranty Deed from Lawrence W. Bull, et ux., to Larry R. Shirley, et ux., dated June 29, 1968 and recorded in Grand County on July 5, 1968 in Book 164 at page 593, Entry No. 324592 and recorded in San Juan County on September 9, 1968 in Book 454 at page 570, Entry No. X-6806A
   f. Warranty Deed from Larry A. Nagel to Larry A. Nagel dated April 28, 2017 and recorded in Grand County on April 28, 2017 in Book 852 at page 843, Entry No. 524480 and recorded in San Juan County on April 28, 2017 in Book 999 at page 123, Entry No. 137310.
   g. Warranty Deed from Larry A. Nagel to Matt Dickey dated January 24, 2018 and recorded in Grand County on January 29, 2018 in Book 863 at page 861, Entry No. 527938 and recorded in San Juan County on January 30, 2018 in Book 1013 at page 370, Entry No. 145991.

A judgment search was made in the following names and none were found of record except as noted above:
Joe Riley

CHAIN OF TITLE:

According to the Official Records, 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:

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

File No. 11827
UT ALTA Commitment For Title Insurance Schedule B-1-16 (4-2-18)
Page 3 of 4
Exceptions

Warranty Deed from Larry A. Nagel to Larry A. Nagel dated April 28, 2017 and recorded in Grand County on April 28, 2017 in Book 852 at page 843, Entry No. 524480 and recorded in San Juan County on April 28, 2017 in Book 999 at page 123, Entry No. 137310.

Warranty Deed from Larry A. Nagel to Matt Dickey dated January 24, 2018 and recorded in Grand County on January 29, 2018 in Book 863 at page 861, Entry No. 527938 and recorded in San Juan County on January 30, 2018 in Book 1013 at page 370, Entry No. 145991.

Warranty Deed from Matt Dickey to Joe Riley dated December 13, 2018 and recorded December 17, 2018 as Entry No. 532954 in Book 877 at page 539 in Grand County and Entry No. 159407 in Book 1033 at page 450 in San Juan County.
STG Privacy Notice
Stewart Title Companies

WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

SHARING PRACTICES

| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do the Stewart Title Companies protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards. |
| How do the Stewart Title Companies collect my personal information? | We collect your personal information, for example, when you request insurance-related services or provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |
| What sharing can I limit? | Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances. |

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056
WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Anderson-Oliver Title Insurance Agency, Inc., and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver’s license number.

All financial companies, such as Anderson-Oliver Title Insurance Agency, Inc., need to share customers’ personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

<table>
<thead>
<tr>
<th>Reasons we can share your personal information</th>
<th>Do we share?</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates’ everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
<tr>
<td>For our affiliates to market to you</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.</td>
<td>No</td>
<td>We don’t share</td>
</tr>
</tbody>
</table>

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices

| How often do/does Anderson-Oliver Title Insurance Agency, Inc. notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How do/does Anderson-Oliver Title Insurance Agency, Inc. protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards. |
| How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information? | We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies. |

What sharing can I limit?

Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 94 E. Grand Ave., Moab, UT 84532
Mail Tax Notice to: Joe Riley
PO BOX 488
Moab, UT 84532

ENT 532954 Bk 877
~
539

Date: 17-DEC-2018
~:00:24PM
Fee: $10.00 Charge Filed By: GKW
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: ANDERSON-OLIVER TITLE INSURANCE

WARRANTY DEED

File Number: 11739

Matt Dickey, GRANTOR(S), whose address is 12123 S. Comancherra Circle, Draper, UT 84020 hereby
CONVEY(S) AND WARRANT(S) to Joe Riley, GRANTEE(S) whose address is
PO Box 488, Moab, UT for the sum of ($10.00) Ten Dollars and No Cents and other
good and valuable considerations the following described tract of land in Grand County, State of Utah, to-
with:

Grand and San Juan County, Utah:

Beginning at a point thence North a distance of 981.23 feet from the East Quarter Corner of Section 35,
Township 26 South, Range 22 East, SLM, and running thence North along the Section line a distance of
339.77 feet; thence North 90°0' West a distance of 541.49 feet; thence South 0°11' East a distance of
517.25 feet; thence North 87°42' East a distance of 240.90 feet; thence North 02°11'29" East a distance
of 148.73 feet; thence North 86°23'56" East a distance of 305.42 feet to the point of beginning.

(Parcel No. 02-0035-0038 for the portion in Grand County)
(Parcel No. 26S22E351800 for the portion in San Juan County)

EXCEPTING therefrom all oil and gas and oil and gas rights.

Subject to easements, restrictions, and rights of way, however evidenced.

WITNESS the hand of said Grantor, this 13 day of December, 2018

Matt Dickey

State of Utah )
County of SALT LAKE ) ss.

On the 13 day of December, 2018, personally appeared before me, Matt Dickey, the signer(s) of the
foregoing Warranty Deed who duly acknowledged before me that he/she/they executed the same.

Notary Public
My commission expires: 11/5/20
Residing in: SLC

TONY VUONG
NOTARY PUBLIC STATE OF UTAH
COMMISSION NO. 891997
COMM. EXPIR: 11/05/2020

File No.: 11739
AO2 Warranty Deed
BACKGROUND
This drainage report has been developed to satisfy the requirements as defined by Grand County Final Plat Application Requirements and is consistent with the methodology and recommendations outlined in the Grand County Drainage Manual. The intent of this report is to compare the post-development runoff parameters from the proposed development to the historic stormwater runoff patterns, analyze the impact, and to develop appropriate mitigation measures to meet governing requirements.

The Riley’s Roost Subdivision project is in the south-central portion of Grand County in the Spanish Valley on the border with San Juan County. The total project area is approximately 5.25 acres, on which 3 rural residential lots will be developed. The development is bound by Sunny Acres Lane to the south and east and rural residential to the north and west.

The proposed project involves infrastructure improvements to develop 3 single family lots ranging in size from 1 to 2.8 acres. Subdivision level improvements include improvements to Sunny Acres Lane within Grand County, domestic water service, and sewer service to all lots. Franchise utilities (electric, telecom, etc.) will also be provided to all lots.

EXISTING CONDITIONS
Historically the site was undeveloped and consisted of native desert vegetation. The native soils predominately consist of Thoroughfare Fine Sandy Loam, and a small portion of the eastern area of Moab Gravely Fine Sandy loam (both NRCS Type A Hydrologic Soils Group). A NRCS Soil Report can be found in Appendix B: Soil Type Location and Information (NRCS).

The site is undeveloped and consists of typical native desert soils, vegetation, and ground cover. In its existing condition, the site appears to have been disturbed by livestock grazing which has reduced the vegetative cover.
The existing drainage pattern of the site generally sheet flow towards the northwest corner of the property.

Half of the road width of Sunny Acres Lane also conveys runoff towards the project which infiltrates into the sandy loam Type A soils along the shoulder.

The northern edge of the site contains a broad swale which directs runoff to the west.

The project is located within Basin 39B as identified in the Grand County Storm Drain Master Plan. This basin mainly consists of sandy desert shrubs and fine sandy loam. This basin is shown in Appendix A: DR01 – Drainage Map and can be further referenced in the Grand County Storm Drain Master Plan, also shown in Appendix E: Spanish Valley Storm Drain Master Plan Update – Figure 2-30.

The site is not within a FEMA designated floodplain.

The chart below shows existing land use.

<table>
<thead>
<tr>
<th>Existing Conditions</th>
<th>ROW (sf)</th>
<th>Lot 1 (sf)</th>
<th>Lot 2 (sf)</th>
<th>Lot 3 (sf)</th>
<th>Total (sf)</th>
<th>Total (Ac)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desert Shrub (poor)</td>
<td>8,856</td>
<td>44,014</td>
<td>49,287</td>
<td>126,106</td>
<td>228,263</td>
<td>5.24</td>
</tr>
<tr>
<td>Lawn, Landscaping</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Paved Parking Lots, Roofs,</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.00</td>
</tr>
<tr>
<td>Driveways</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8,856</strong></td>
<td><strong>44,014</strong></td>
<td><strong>49,287</strong></td>
<td><strong>126,106</strong></td>
<td><strong>228,263</strong></td>
<td><strong>5.24</strong></td>
</tr>
<tr>
<td>% IMP</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
<td>0%</td>
</tr>
</tbody>
</table>

**PROPOSED CONDITIONS**

The project subdivision site plan incorporates a drainage plan which maintains historic drainage patterns and limiting grading improvements while meeting Grand County requirements.

Subdivision Drainage improvements include drainage swales which will convey runoff to decentralized individual detention facilities for each lot. A roadside ditch is proposed alongside the improved portion of Sunny Acres Lane within the ROW.

Appendix A: C100 – Site, Utility, Grading and Drainage Plan shows the proposed subdivision as described below.

The site is zoned rural residential. Two 1-acre lots and one 2.8-acre lot are proposed. Typical infrastructure (water services, sewer services, and franchise utilities) will be installed to each lot. Sunny Acres Lane will be improved/widened to meet Grand County Standards. Drainage easements have been incorporated into the site plan in order to provide an area to direct drainage to the individual detention facilities. Drainage improvements shall be constructed by the applicant as shown in the drainage plan.

The design and construction of the residences and sites will be completed under separate permit. For the purpose of this study, it is assumed that Lots 1 and 2 will include up to 10,000 sf of impervious area (5,000 sf for buildings, 5,000 sf for drives, walks and patios) while Lot 3 will include up to 12,000 sf of impervious area (7,000 for buildings and 5,000 for drives walks and patios). Drainage and grading design for each residence will be completed during the building permit process but shall generally meet the requirements of this report. If additional impervious area for each lot beyond what was assumed in this report is proposed, the owner of the private residence shall be responsible for any additional drainage improvements.

Individual detention facilities for each lot are proposed site to provide for adequate detention and water quality.
The chart below shows assumed proposed conditions for the Riley’s Roost Subdivision.

<table>
<thead>
<tr>
<th>Proposed Conditions*</th>
<th>ROW</th>
<th>Lot 1</th>
<th>Lot 2</th>
<th>Lot 3</th>
<th>Total</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desert Shrub (poor)</td>
<td>7,916</td>
<td>22,014</td>
<td>27,287</td>
<td>90,106</td>
<td>147,323</td>
<td>3.38</td>
</tr>
<tr>
<td>Lawn, Landscaping</td>
<td>0</td>
<td>12,000</td>
<td>12,000</td>
<td>24,000</td>
<td>48,000</td>
<td>1.10</td>
</tr>
<tr>
<td>Paved Parking Lots, Roofs, Driveways</td>
<td>940</td>
<td>10,000</td>
<td>10,000</td>
<td>12,000</td>
<td>32,940</td>
<td>0.76</td>
</tr>
<tr>
<td>Total</td>
<td>8,856</td>
<td>44,014</td>
<td>49,287</td>
<td>126,106</td>
<td>228,263</td>
<td>5.24</td>
</tr>
<tr>
<td>% IMP</td>
<td>11%</td>
<td>23%</td>
<td>20%</td>
<td>10%</td>
<td>14%</td>
<td></td>
</tr>
</tbody>
</table>

* Proposed Conditions assumed for Lots 1-3

**OFFSITE FLOWS**

No major offsite flows or drainage ways are tributary to this project. The project is located at the top portion of Basin 39B. Minor flows from the adjacent ROW and private residence appear to infiltrate prior to impacting the Riley’s Roost subdivision.

**ONSITE FLOWS**

The property was analyzed as a single drainage basin to compare historic and proposed runoff parameters and to calculate detention requirements. The descriptions below, along with Appendix A: C100 – Site, Utility, Grading and Drainage Plan show the extent of the subdivision and drainage improvements.

Basin 1 – this basin includes the limits of the project site. This basin historically discharges at the NW corner of the project.

The table below provides a summary of historic and proposed drainage basin sizes and estimated runoff quantities.

<table>
<thead>
<tr>
<th>Existing Conditions</th>
<th>Basin ID #</th>
<th>Basin Size</th>
<th>(Ac)</th>
<th>CN</th>
<th>(Q_{24} \text{ (cfs)})</th>
<th>(Q_{10} \text{ (cfs)})</th>
<th>(Q_{100} \text{ (cfs)})</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basin 1</td>
<td>5.24</td>
<td>55</td>
<td>0.00</td>
<td>0.00</td>
<td>0.20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Proposed Conditions</th>
<th>Basin ID #</th>
<th>Basin Size</th>
<th>(Ac)</th>
<th>CN</th>
<th>(Q_{24} \text{ (cfs)})</th>
<th>(Q_{10} \text{ (cfs)})</th>
<th>(Q_{100} \text{ (cfs)})</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basin 1</td>
<td>5.24</td>
<td>58</td>
<td>0.00</td>
<td>0.00</td>
<td>0.53</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

It is worth noting that the historic and proposed condition did not produce runoff for events less than the 50 year 24-hr storm in, as these soils have very high \(K_{sat}\) values and can infiltrate water at an estimated rate of 2 to 6 inches/hour, per NRCS soil data.
ONSITE DETENTION AND WATER QUALITY

Detention
As required by Grand County design requirements, the NRCS TR-55 method was used to determine hydrologic calculations and subsequently used to determine detention volumes. Per the Grand County Drainage Manual design requirements, in Region 1, the allowable release rate shall be 0.03 cfs/acre, or 0.16 cfs for the 5.25 acre development. 100-Year runoff in the developed condition was calculated to be 0.53 cfs. Using NRCS TR-55 methods and Grand County criteria., a detention facility of 1,800 cf is required. This volume will be provided in 3 individual detention facilities for each lot. The tables below shows the detention calculation.

<table>
<thead>
<tr>
<th>Basin 1</th>
<th>Units</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area</td>
<td>5.24 ac</td>
<td></td>
</tr>
<tr>
<td>( q_{o} )</td>
<td>0.16 cfs</td>
<td>Greater of two values (historic 100-year 24-hr storm runoff peak rate of discharge and 0.03 cfs/acre County design requirement) was used for analysis</td>
</tr>
<tr>
<td>( q_{i} )</td>
<td>0.53 cfs</td>
<td>Post-development 100-year 24-hr storm runoff peak rate of discharge</td>
</tr>
<tr>
<td>( q_{o}/q_{i} )</td>
<td>0.30</td>
<td></td>
</tr>
<tr>
<td>( V_{s}/V_{r} )</td>
<td>0.38</td>
<td>NRCS Figure 6-1, Type II Rainfall</td>
</tr>
</tbody>
</table>

\[ V_{r} = 53.33 \times Q(A_{m}) \]

\[ A_{m} = 5.24 \text{ ac} \]
\[ A_{m} = 0.008 \text{ sq. mi} \]
\[ Q = 0.204 \text{ in} \quad \text{Proposed runoff in in. from Win TR55 TR-20 Report (100-yr storm)} \]
\[ V_{r} = 0.09 \text{ ac-ft} \]

\[ V_{s} = V_{r} \left( \frac{V_{r}}{V_{s}} \right) \]
\[ V_{s} = 0.0 \text{ ac-ft} \]
\[ V_{s} = 1474.4 \text{ cf} \quad \text{Detention Volume Required} \]
\[ V_{s} = 1769.3 \text{ cf} \quad \text{Detention Volume Required (20% Increase per Grand County design requirements)} \]
\[ V_{\text{provided}} = 2000.0 \text{ cf} \quad \text{Detention Volume Provided} \]

Detention Volume Table*

<table>
<thead>
<tr>
<th>ID</th>
<th>Imp Area (ac)</th>
<th>Vol. (cf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROW</td>
<td>0.02</td>
<td>51</td>
</tr>
<tr>
<td>Lot 1</td>
<td>0.23</td>
<td>546</td>
</tr>
<tr>
<td>Lot 2</td>
<td>0.23</td>
<td>546</td>
</tr>
<tr>
<td>Lot 3</td>
<td>0.28</td>
<td>656</td>
</tr>
<tr>
<td>Total</td>
<td>0.76</td>
<td>1800</td>
</tr>
</tbody>
</table>
Below is table showing estimated infiltration rates for the detention ponds. Runoff not captured by the ponds will be discharged through a rip rap lined weir structures for each detention pond. The overflow structures have been designed to overflow in a “sheet flow” manner through a broad rip rap lined boulder weir structure. Hydraulic calculations for the overflow of these structures can be found in the Appendix. Design details can be found in the project construction drawings.

<table>
<thead>
<tr>
<th>Detention Facility</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Area = 2074</td>
<td>sf</td>
<td></td>
</tr>
<tr>
<td>Volume = 2000</td>
<td>cf</td>
<td></td>
</tr>
<tr>
<td>Inf Rate* = 2</td>
<td>6 in/hr</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.17 0.50 ft/hr</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.00005 0.00014 ft/s</td>
<td></td>
</tr>
<tr>
<td></td>
<td>0.10 0.29 cfs</td>
<td></td>
</tr>
<tr>
<td>Drain Time= 5.79</td>
<td>1.93 hours</td>
<td></td>
</tr>
</tbody>
</table>

*Type A Soils- NRCS Soil Map

**Water Quality**

The residences shall implement Low Impact Development techniques to incorporate runoff into the landscape and site design, providing water quality for project runoff.

**OPERATIONS AND MAINTENANCE**

The following are recommendations to implement within the subdivision covenants to provide for functioning drainage system after installation:

- Mow or “weed whack” drainage swales ditches annually.
- Inspect condition of drainage swales, make repairs to continue to provide runoff conveyance as shown in the drainage plan.
- Mow or “weed whack” detention ponds.
- Inspect condition of detention ponds annually, make repairs as required to provide for adequate detention as shown in the drainage plan. This may require minor grading to remove sediment and maintain shape of facilities.

**EROSION CONTROL**

Construction activities that disturb one or more acres of land must be authorized under the Utah Pollutant Discharge Elimination System (UPDES). Owners and general contractors are required to obtain a Storm Water Permit. This permit covers infrastructure construction for the project. Residential construction for each lot is not covered by this permit and erosion control during the residential construction phase will be the responsibility of the lot owner or builder.

The owner and contractor shall complete a SWPPP if is more than one acre is disturbed. As general guidance, the following strategy shall generally be implemented. A more detailed plan shall be developed upon submittal for State permit but shall, at a minimum, meet City requirements.

**EROSION CONTROL PHASING OUTLINE STRATEGY:**

1. **PHASE 1 - MOBILIZATION**

   1.1 ESTABLISH VEHICLE TRACKING CONTROL (VTC), STAGING AND STORAGE AREAS (SSA), AND CONCRETE WASHOUT (CWA) AREAS FOR INFRASTRUCTURE CONSTRUCTION
1.2. INSTALL ROCK CHECK DAMS ALONG EXISTING ROADSIDE DITCHES AS NEEDED.
1.3. INSTALL SANITARY FACILITIES AND ANCHOR APPROPRIATELY.
1.4 INSTALL SILT FENCE AND PERIMETER CONTROLS
1.5 INSTALL SEDIMENT BASINS

2. PHASE 2 - INFRASTRUCTURE CONSTRUCTION
2.1. INSTALL CIP AT INLET OF EACH CULVERT AS CONSTRUCTED
2.2. REPLACE AND REPAIR ROCK CHECK DAMS
2.3. PROVIDE STREET SWEEPING AS NECESSARY
2.4. MAINTAIN SSA, VTC, AND CWA DURING CONSTRUCTION ACTIVITIES
2.5 INSTALL SEEDING OR OTHER REVEGETATION TECHNIQUES ON DISTURBED AREAS.

3. PHASE 3 - ESTABLISHMENT
3.1. REMOVE VTC, SSA, AND CWA AREAS
3.2. INSTALL PS IN ALL DISTURBED AREAS PER MANUFACTURES RECOMMENDATION
3.3. RCD AND CIP SHALL REMAIN IN PLACE UNTIL REVEGETATION IS 70% ESTABLISHED
3.4. BUILDING CONSTRUCTION SHALL BE COMPLETED UNDER SEPARATE PERMIT

METHODOLOGY
In order to be consistent with the Grand County Master Drainage Plans and Drainage Criteria, the SCS Technical Release No. 55 was used for determining the quantity of storm runoff for the project.

Detention volumes and storage release design for the detention facilities were developed in accordance with County criteria.

APPENDICES
 Appendix A: C100 – Site, Utility, Grading and Drainage Plan
 Appendix B: Soil Type Location and Information (NRCS)
 Appendix C: Hydrologic Calculations – Win TR-55 Input and Results
 Appendix D: Hydraulic Calculations
 Appendix E: Spanish Valley Storm Drain Master Plan Update Basin 39B Maps (3) – Figure 2-26, 2-29-2-30
Custom Soil Resource Report for Canyonlands Area, Utah - Parts of Grand and San Juan Counties
Sunny Acres Subdivision

February 5, 2019
The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale. Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Canyonlands Area, Utah - Parts of Grand and San Juan Counties
Survey Area Data: Version 13, Sep 13, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 31, 2009—Jun 2, 2017

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background.
<table>
<thead>
<tr>
<th>MAP LEGEND</th>
<th>MAP INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.</td>
</tr>
</tbody>
</table>
### Map Unit Legend

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>53</td>
<td>Moab gravelly fine sandy loam, 2 to 8 percent slopes</td>
<td>6.4</td>
<td>28.4%</td>
</tr>
<tr>
<td>88</td>
<td>Thoroughfare fine sandy loam, 2 to 8 percent slopes</td>
<td>16.1</td>
<td>71.6%</td>
</tr>
</tbody>
</table>

**Totals for Area of Interest** 22.5 100.0%

### Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,
onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a soil series. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into soil phases. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A complex consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An association is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An undifferentiated group is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include miscellaneous areas. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.
Canyonlands Area, Utah - Parts of Grand and San Juan Counties

53—Moab gravelly fine sandy loam, 2 to 8 percent slopes

Map Unit Setting

- **National map unit symbol:** 1vm9
- **Elevation:** 4,600 to 5,800 feet
- **Mean annual precipitation:** 9 to 12 inches
- **Mean annual air temperature:** 49 to 52 degrees F
- **Frost-free period:** 120 to 150 days
- **Farmland classification:** Not prime farmland

Map Unit Composition

- **Moab and similar soils:** 90 percent
- **Minor components:** 10 percent
- *Estimates are based on observations, descriptions, and transects of the mapunit.*

Description of Moab

Setting

- **Landform:** Valley flats, alluvial fans
- **Landform position (three-dimensional):** Talf
- **Down-slope shape:** Concave
- **Across-slope shape:** Convex
- **Parent material:** Alluvium derived from sandstone and shale and/or alluvium derived from igneous rock

Typical profile

- **A - 0 to 3 inches:** gravelly fine sandy loam
- **Bw - 3 to 10 inches:** gravelly fine sandy loam
- **Bk - 10 to 60 inches:** very gravelly fine sandy loam

Properties and qualities

- **Slope:** 2 to 8 percent
- **Depth to restrictive feature:** More than 80 inches
- **Natural drainage class:** Well drained
- **Runoff class:** Low
- **Capacity of the most limiting layer to transmit water (Ksat):** High (2.00 to 6.00 in/hr)
- **Depth to water table:** More than 80 inches
- **Frequency of flooding:** None
- **Frequency of ponding:** None
- **Calcium carbonate, maximum in profile:** 60 percent
- **Salinity, maximum in profile:** Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
- **Available water storage in profile:** Low (about 4.4 inches)

Interpretive groups

- **Land capability classification (irrigated):** 3s
- **Land capability classification (nonirrigated):** 7s
- **Hydrologic Soil Group:** A
- **Ecological site:** Semidesert Stony Loam (Blackbrush) (R035XY243UT)
- **Hydric soil rating:** No
Minor Components

Bluechief
  Percent of map unit: 5 percent

Factory
  Percent of map unit: 5 percent

88—Thoroughfare fine sandy loam, 2 to 8 percent slopes

Map Unit Setting
  National map unit symbol: 1vnj
  Elevation: 4,100 to 5,200 feet
  Mean annual precipitation: 7 to 9 inches
  Mean annual air temperature: 52 to 54 degrees F
  Frost-free period: 150 to 170 days
  Farmland classification: Prime farmland if irrigated

Map Unit Composition
  Thoroughfare and similar soils: 83 percent
  Minor components: 17 percent
  Estimates are based on observations, descriptions, and transects of the map unit.

Description of Thoroughfare

Setting
  Landform: Stream terraces, alluvial flats
  Landform position (three-dimensional): Tread, talf
  Down-slope shape: Linear, concave
  Across-slope shape: Linear, concave
  Parent material: Alluvium derived from sandstone and shale

Typical profile
  A - 0 to 2 inches: fine sandy loam
  C - 2 to 60 inches: stratified gravelly loamy sand to fine sandy loam

Properties and qualities
  Slope: 2 to 8 percent
  Depth to restrictive feature: More than 80 inches
  Natural drainage class: Well drained
  Runoff class: Low
  Capacity of the most limiting layer to transmit water (Ksat): High (2.00 to 6.00 in/hr)
  Depth to water table: More than 80 inches
  Frequency of flooding: Occasional
  Frequency of ponding: None
  Calcium carbonate, maximum in profile: 15 percent
  Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
  Available water storage in profile: Moderate (about 7.2 inches)
Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 7e
Hydrologic Soil Group: A
Ecological site: Desert Sandy Loam (Fourwing Saltbush) (R035XY118UT)
Hydric soil rating: No

Minor Components

Trail
Percent of map unit: 10 percent

Bluechief
Percent of map unit: 7 percent
WinTR-55 Current Data Description

--- Identification Data ---
User: Rapiejko                               Date:       2/20/2019  
Project: Sunny Acres                           Units:      English       
SubTitle: Existing                              Areal Units: Acres  
State: Utah                                      County:  Grand       
Filename: C:\Users\andrewr\Dropbox (SET Engineering, LLC)\SET Business\SET Projects current\Moab Sunny Acres\Drainage\Win-TR55\Sunny Acres-Existing.w55

--- Sub-Area Data ---

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Reach</th>
<th>Area(ac)</th>
<th>RCN</th>
<th>Tc</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>Outlet</td>
<td>5.24</td>
<td>55</td>
<td>.301</td>
<td></td>
</tr>
</tbody>
</table>

Total area: 5.24 (ac)

--- Storm Data ---

<table>
<thead>
<tr>
<th></th>
<th>1-Yr</th>
<th>2-Yr</th>
<th>5-Yr</th>
<th>10-Yr</th>
<th>25-Yr</th>
<th>50-Yr</th>
<th>100-Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>(in)</td>
<td>(in)</td>
<td>(in)</td>
<td>(in)</td>
<td>(in)</td>
<td>(in)</td>
<td>(in)</td>
<td>(in)</td>
</tr>
<tr>
<td>.93</td>
<td>1.17</td>
<td>1.47</td>
<td>1.74</td>
<td>2.13</td>
<td>2.45</td>
<td>2.82</td>
<td></td>
</tr>
</tbody>
</table>

Storm Data Source: User-provided custom storm data
Rainfall Distribution Type: Type II
Dimensionless Unit Hydrograph: <standard>
### Storm Data

#### Rainfall Depth by Rainfall Return Period

<table>
<thead>
<tr>
<th>Return Period</th>
<th>1-Yr (in)</th>
<th>2-Yr (in)</th>
<th>5-Yr (in)</th>
<th>10-Yr (in)</th>
<th>25-Yr (in)</th>
<th>50-Yr (in)</th>
<th>100-Yr (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.93</td>
<td>1.17</td>
<td>1.47</td>
<td>1.74</td>
<td>2.13</td>
<td>2.45</td>
<td>2.82</td>
</tr>
</tbody>
</table>

---

**Storm Data Source:** User-provided custom storm data  
**Rainfall Distribution Type:** Type II  
**Dimensionless Unit Hydrograph:** <standard>
### Watershed Peak Table

<table>
<thead>
<tr>
<th>Sub-Area or Reach</th>
<th>2-Yr</th>
<th>10-Yr</th>
<th>100-Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identifier</td>
<td>(cfs)</td>
<td>(cfs)</td>
<td>(cfs)</td>
</tr>
<tr>
<td><strong>SUBAREAS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BASIN 1</td>
<td>.00</td>
<td>.00</td>
<td>0.20</td>
</tr>
<tr>
<td><strong>REACHES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OUTLET</td>
<td>.00</td>
<td>.00</td>
<td>0.20</td>
</tr>
</tbody>
</table>
### Hydrograph Peak/Peak Time Table

<table>
<thead>
<tr>
<th>Sub-Area or Reach</th>
<th>2-Yr (cfs)</th>
<th>10-Yr (cfs)</th>
<th>100-Yr (cfs)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBAREAS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>BASIN 1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.20</td>
</tr>
<tr>
<td></td>
<td>n/a</td>
<td>n/a</td>
<td>12.24</td>
</tr>
<tr>
<td><strong>REACHES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OUTLET</td>
<td>0.00</td>
<td>0.00</td>
<td>0.20</td>
</tr>
</tbody>
</table>
Sub-Area Summary Table

<table>
<thead>
<tr>
<th>Sub-Area Identifier</th>
<th>Drainage Area (ac)</th>
<th>Time of Concentration (hr)</th>
<th>Curve Number</th>
<th>Receiving Reach</th>
<th>Sub-Area Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>5.24</td>
<td>0.301</td>
<td>55</td>
<td>Outlet</td>
<td></td>
</tr>
</tbody>
</table>

Total Area: 5.24 (ac)
Rapiejko                         Sunny Acres
Existing                        Grand County, Utah

Sub-Area Time of Concentration Details

<table>
<thead>
<tr>
<th>Sub-Area Identifier/ Identifier/</th>
<th>Flow</th>
<th>Length (ft)</th>
<th>Slope (ft/ft)</th>
<th>n</th>
<th>End Wetted Area (sq ft)</th>
<th>Perimeter (ft)</th>
<th>Velocity (ft/sec)</th>
<th>Time (hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1 SHEET</td>
<td>100</td>
<td>0.0250</td>
<td>0.150</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.247</td>
</tr>
<tr>
<td>BASIN 1 SHALLOW</td>
<td>500</td>
<td>0.0250</td>
<td>0.050</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.054</td>
</tr>
</tbody>
</table>

Time of Concentration             .301
**Sub-Area Land Use and Curve Number Details**

<table>
<thead>
<tr>
<th>Sub-Area Identifier</th>
<th>Land Use</th>
<th>Hydrologic Soil Group</th>
<th>Sub-Area (ac)</th>
<th>Curve Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>Desert shrub</td>
<td>(fair) A</td>
<td>5.24</td>
<td>55</td>
</tr>
</tbody>
</table>

Total Area / Weighted Curve Number

| 5.24 | 55 |
WinTR-55 Current Data Description

--- Identification Data ---

User: Rapiejko                               Date: 2/20/2019
Project: Sunny Acres                            Units: English
SubTitle: Proposed                               Areal Units: Acres
State: Utah                                        
County: Grand                                    
Filename: C:\Users\andrewr\Dropbox (SET Engineering, LLC)\__SET Business\__SET Projects current\Moab Sunny Acres, Jennifer Johnson and Joe K Riley\Drainage\Win-TR55\Sunny Acres-Proposed.w55

--- Sub-Area Data ---

<table>
<thead>
<tr>
<th>Name</th>
<th>Description</th>
<th>Reach</th>
<th>Area (ac)</th>
<th>RCN</th>
<th>Tc</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td></td>
<td>Outlet</td>
<td>5.24</td>
<td>58</td>
<td>.301</td>
</tr>
</tbody>
</table>

Total area: 5.24 (ac)

--- Storm Data ---

Rainfall Depth by Rainfall Return Period

<table>
<thead>
<tr>
<th></th>
<th>1-Yr (in)</th>
<th>2-Yr (in)</th>
<th>5-Yr (in)</th>
<th>10-Yr (in)</th>
<th>25-Yr (in)</th>
<th>50-Yr (in)</th>
<th>100-Yr (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>.93</td>
<td>1.17</td>
<td>1.47</td>
<td>1.74</td>
<td>2.13</td>
<td>2.45</td>
<td>2.82</td>
</tr>
</tbody>
</table>

Storm Data Source: User-provided custom storm data
Rainfall Distribution Type: Type II
Dimensionless Unit Hydrograph: <standard>
### Storm Data

**Rainfall Depth by Rainfall Return Period**

<table>
<thead>
<tr>
<th>Return Period</th>
<th>Rainfall Depth (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-Yr</td>
<td>0.93</td>
</tr>
<tr>
<td>2-Yr</td>
<td>1.17</td>
</tr>
<tr>
<td>5-Yr</td>
<td>1.47</td>
</tr>
<tr>
<td>10-Yr</td>
<td>1.74</td>
</tr>
<tr>
<td>25-Yr</td>
<td>2.13</td>
</tr>
<tr>
<td>50-Yr</td>
<td>2.45</td>
</tr>
<tr>
<td>100-Yr</td>
<td>2.82</td>
</tr>
</tbody>
</table>

**Storm Data Source:** User-provided custom storm data

**Rainfall Distribution Type:** Type II

**Dimensionless Unit Hydrograph:** <standard>
## Watershed Peak Table

<table>
<thead>
<tr>
<th>Sub-Area or Reach</th>
<th>2-Yr (cfs)</th>
<th>10-Yr (cfs)</th>
<th>100-Yr (cfs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>0.00</td>
<td>0.00</td>
<td>0.53</td>
</tr>
<tr>
<td>OUTLET</td>
<td>0.00</td>
<td>0.00</td>
<td>0.53</td>
</tr>
</tbody>
</table>
Hydrograph Peak/Peak Time Table

<table>
<thead>
<tr>
<th>Sub-Area</th>
<th>Peak Flow and Peak Time (hr) by Rainfall Return Period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2-Yr</td>
</tr>
<tr>
<td>Identifier</td>
<td>(cfs)</td>
</tr>
<tr>
<td>(hr)</td>
<td>(hr)</td>
</tr>
<tr>
<td>----------</td>
<td>--------</td>
</tr>
<tr>
<td>SUBAREAS</td>
<td></td>
</tr>
<tr>
<td>BASIN 1</td>
<td>.00</td>
</tr>
<tr>
<td></td>
<td>n/a</td>
</tr>
<tr>
<td>REACHES</td>
<td></td>
</tr>
<tr>
<td>OUTLET</td>
<td>.00</td>
</tr>
</tbody>
</table>
Sub-Area Summary Table

<table>
<thead>
<tr>
<th>Sub-Area Identifier</th>
<th>Drainage Area (ac)</th>
<th>Time of Concentration (hr)</th>
<th>Curve Number</th>
<th>Receiving Reach</th>
<th>Sub-Area Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>5.24</td>
<td>0.301</td>
<td>58</td>
<td>Outlet</td>
<td></td>
</tr>
</tbody>
</table>

Total Area: 5.24 (ac)
Rapiejko                         Sunny Acres
Proposed                        Grand County, Utah
Sub-Area Time of Concentration Details

<table>
<thead>
<tr>
<th>Sub-Area Identifier/ Flow Length (ft)</th>
<th>Slope (ft/ft)</th>
<th>Mannings's n</th>
<th>End Wetted Area (sq ft)</th>
<th>Perimeter (ft)</th>
<th>Velocity (ft/sec)</th>
<th>Time (hr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1 SHEET                        100</td>
<td>0.0250</td>
<td>0.150</td>
<td></td>
<td></td>
<td>0.247</td>
<td></td>
</tr>
<tr>
<td>BASIN 1 SHALLOW                      500</td>
<td>0.0250</td>
<td>0.050</td>
<td></td>
<td></td>
<td>0.054</td>
<td></td>
</tr>
</tbody>
</table>

Time of Concentration  0.301
## Sub-Area Land Use and Curve Number Details

<table>
<thead>
<tr>
<th>Sub-Area Identifier</th>
<th>Land Use</th>
<th>Hydrologic Soil Group</th>
<th>Sub-Area Area (ac)</th>
<th>Curve Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>User defined urban (Click button or Desert shrub) (fair)</td>
<td>A</td>
<td>1.51</td>
<td>67</td>
</tr>
<tr>
<td></td>
<td></td>
<td>A</td>
<td>3.73</td>
<td>55</td>
</tr>
<tr>
<td><strong>Total Area / Weighted Curve Number</strong></td>
<td></td>
<td></td>
<td>5.24</td>
<td>58</td>
</tr>
</tbody>
</table>
SUB-AREA:

BASIN 1 Outlet .00819  58.  .301

STREAM REACH:

STORM ANALYSIS:

2-Yr 1.17 Type II 2
10-Yr 1.74 Type II 2
100-Yr 2.82 Type II 2

STRUCTURE RATING:

GLOBAL OUTPUT:

2 0.05 YYYYN YYYYNN

<table>
<thead>
<tr>
<th>Area or Reach Identifier</th>
<th>Drainage Area (sq mi)</th>
<th>Rain Gage ID or Location</th>
<th>Runoff Amount (in)</th>
<th>Elevation (ft)</th>
<th>Time (hr)</th>
<th>Rate (cfs)</th>
<th>Rate (csm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>0.008</td>
<td></td>
<td>0.0</td>
<td>24.00</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
<tr>
<td>OUTLET</td>
<td>0.008</td>
<td></td>
<td>0.0</td>
<td>24.00</td>
<td>0.0</td>
<td>0.0</td>
<td>0.0</td>
</tr>
</tbody>
</table>

STORM 2-Yr

<table>
<thead>
<tr>
<th>Start Time (hr)</th>
<th>Flow Values (cfs)</th>
<th>Rate (cfs)</th>
<th>Rate (csm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.974</td>
<td>0.07</td>
<td>0.11</td>
<td>0.17</td>
</tr>
<tr>
<td>12.108</td>
<td>0.47</td>
<td>0.51</td>
<td>0.53</td>
</tr>
<tr>
<td>12.241</td>
<td>0.47</td>
<td>0.45</td>
<td>0.43</td>
</tr>
<tr>
<td>12.374</td>
<td>0.35</td>
<td>0.34</td>
<td>0.33</td>
</tr>
<tr>
<td>12.507</td>
<td>0.29</td>
<td>0.28</td>
<td>0.28</td>
</tr>
</tbody>
</table>

WinTR-20 Printed Page File  Beginning of Input Data List
TR20.inp

WinTR-20: Version 1.10  0  0  0.05
Sunny Acres
Proposed

Name of printed page file:
TR20.out

WinTR-20 Printed Page File  End of Input Data List
<table>
<thead>
<tr>
<th>Line</th>
<th>Start Time (hr)</th>
<th>Flow Values @ time increment of 0.019 hr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>(cfs) (cfs) (cfs) (cfs) (cfs) (cfs)</td>
</tr>
<tr>
<td>14.902</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.035</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.168</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.301</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.434</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.567</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>15.701</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>15.834</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>15.967</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>16.100</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.233</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.366</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.499</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.632</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.765</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.898</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>17.031</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>17.164</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>17.297</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.430</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.564</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.697</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.830</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.963</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.096</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.229</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.362</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.495</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.628</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.761</td>
<td>0.06</td>
<td>0.06</td>
</tr>
</tbody>
</table>
### Sunny Acres Proposed

#### Line

<table>
<thead>
<tr>
<th>Start Time (hr)</th>
<th>Flow Values @ time increment of 0.019 hr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(cfs)</td>
</tr>
<tr>
<td>21.689</td>
<td>0.05</td>
</tr>
<tr>
<td>21.822</td>
<td>0.05</td>
</tr>
<tr>
<td>21.955</td>
<td>0.05</td>
</tr>
<tr>
<td>22.088</td>
<td>0.05</td>
</tr>
<tr>
<td>22.221</td>
<td>0.05</td>
</tr>
<tr>
<td>22.354</td>
<td>0.05</td>
</tr>
<tr>
<td>22.487</td>
<td>0.05</td>
</tr>
<tr>
<td>22.620</td>
<td>0.05</td>
</tr>
</tbody>
</table>

#### Area or Reach Identifier

<table>
<thead>
<tr>
<th>Drainage Area (sq mi)</th>
<th>Rain Gage Location</th>
<th>Runoff Amount (in)</th>
<th>Elevation (ft)</th>
<th>Peak Flow Time (hr)</th>
<th>Peak Flow Rate (cfs)</th>
<th>Peak Flow Rate (csm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OUTLET 0.008</td>
<td>0.204</td>
<td>12.16</td>
<td>0.53</td>
<td>65.05</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**WinTR-20: Version 1.10**

**Proposed**

**STORM 100-Yr**

**SUB-AREA:**

**BASIN 1 Outlet**

| .00819 | 58. | .301 |

**STREAM REACH:**

| Basin 1 | Outlet | .00819 | 58. | .301 |

---

**WinTR-20 Version 1.10**

**Page 2**

02/20/2019 11:37
### STORM 100-Yr

**SUB-AREA:**
- **BASIN 1 Outlet**
  - 0.00819 m³
  - 58.0
  - 0.301

**STREAM REACH:**

<table>
<thead>
<tr>
<th>Line</th>
<th>Start Time (hr)</th>
<th>Flow Values @ time increment of 0.019 hr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(cfs)</td>
<td>(cfs)</td>
</tr>
<tr>
<td>12.906</td>
<td>0.19</td>
<td>0.19</td>
</tr>
<tr>
<td>13.039</td>
<td>0.18</td>
<td>0.17</td>
</tr>
<tr>
<td>13.127</td>
<td>0.17</td>
<td>0.16</td>
</tr>
<tr>
<td>13.305</td>
<td>0.16</td>
<td>0.15</td>
</tr>
<tr>
<td>13.438</td>
<td>0.15</td>
<td>0.15</td>
</tr>
<tr>
<td>13.571</td>
<td>0.14</td>
<td>0.14</td>
</tr>
<tr>
<td>13.704</td>
<td>0.14</td>
<td>0.13</td>
</tr>
<tr>
<td>13.837</td>
<td>0.13</td>
<td>0.13</td>
</tr>
<tr>
<td>13.971</td>
<td>0.12</td>
<td>0.12</td>
</tr>
<tr>
<td>14.104</td>
<td>0.12</td>
<td>0.12</td>
</tr>
<tr>
<td>14.237</td>
<td>0.11</td>
<td>0.11</td>
</tr>
<tr>
<td>14.370</td>
<td>0.11</td>
<td>0.11</td>
</tr>
<tr>
<td>14.503</td>
<td>0.11</td>
<td>0.11</td>
</tr>
<tr>
<td>14.636</td>
<td>0.11</td>
<td>0.11</td>
</tr>
<tr>
<td>14.769</td>
<td>0.11</td>
<td>0.10</td>
</tr>
<tr>
<td>14.902</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.035</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.168</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.301</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>15.434</td>
<td>0.10</td>
<td>0.09</td>
</tr>
<tr>
<td>15.567</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>15.701</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>15.834</td>
<td>0.09</td>
<td>0.09</td>
</tr>
<tr>
<td>15.967</td>
<td>0.09</td>
<td>0.08</td>
</tr>
<tr>
<td>16.100</td>
<td>0.08</td>
<td>0.08</td>
</tr>
</tbody>
</table>

WinTR-20 Version 1.10

**Sunny Acres Proposed**

Line

<table>
<thead>
<tr>
<th>Line</th>
<th>Start Time (hr)</th>
<th>Flow Values @ time increment of 0.019 hr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(cfs)</td>
<td>(cfs)</td>
</tr>
<tr>
<td>16.233</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.366</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.499</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.632</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.765</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>16.898</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>17.031</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>17.164</td>
<td>0.08</td>
<td>0.08</td>
</tr>
<tr>
<td>17.297</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.430</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.564</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.697</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.830</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>17.963</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.096</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.229</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.362</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.495</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.628</td>
<td>0.07</td>
<td>0.07</td>
</tr>
<tr>
<td>18.761</td>
<td>0.06</td>
<td>0.06</td>
</tr>
<tr>
<td>18.894</td>
<td>0.06</td>
<td>0.06</td>
</tr>
<tr>
<td>19.027</td>
<td>0.06</td>
<td>0.06</td>
</tr>
</tbody>
</table>

WinTR-55, Version 1.00.10

Page 4

2/20/2019 11:39:30 AM
<table>
<thead>
<tr>
<th>Basin</th>
<th>Outlet</th>
<th>Area (sq mi)</th>
<th>2-Yr (cfs)</th>
<th>10-Yr (cfs)</th>
<th>100-Yr (cfs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASIN 1</td>
<td>0.008</td>
<td>0.0</td>
<td>0.0</td>
<td>0.53</td>
<td></td>
</tr>
<tr>
<td>OUTLET</td>
<td>0.008</td>
<td>0.0</td>
<td>0.0</td>
<td>0.53</td>
<td></td>
</tr>
</tbody>
</table>
Proposed

STORM 100-Yr

SUB-AREA:

<table>
<thead>
<tr>
<th>BASIN</th>
<th>Outlet</th>
<th>Area</th>
<th>SLOPE</th>
<th>Flow</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Outlet</td>
<td>0.00819</td>
<td>58.</td>
<td>0.301</td>
</tr>
</tbody>
</table>

STREAM REACH:
Riley's Roost - Detention Pond Overflow Weir - Lot 1,2 - 0.17 cfs

**Rectangular Weir**
- Crest = Broad
- Bottom Length (ft) = 2.00
- Total Depth (ft) = 0.50

**Calculations**
- Weir Coeff. Cw = 2.60
- Compute by: Known Q
- Known Q (cfs) = 0.17

**Highlighted**
- Depth (ft) = 0.10
- Q (cfs) = 0.170
- Area (sqft) = 0.20
- Velocity (ft/s) = 0.83
- Top Width (ft) = 2.00
Riley's Roost - Detention Pond Overflow Weir - Lot 3 - 0.33 cfs

Rectangular Weir
Crest = Broad
Bottom Length (ft) = 2.00
Total Depth (ft) = 0.50

Calculations
Weir Coeff. Cw = 2.60
Compute by: Known Q
Known Q (cfs) = 0.33

Highlighted
Depth (ft) = 0.16
Q (cfs) = 0.330
Area (sqft) = 0.32
Velocity (ft/s) = 1.04
Top Width (ft) = 2.00
SPANISH VALLEY
STORM DRAIN MASTER PLAN UPDATE

FIGURE 2-26
SPANISH VALLEY
STORM DRAIN MASTER PLAN UPDATE

FIGURE 2-29
LOT 3
126,106 Sq. Ft.
2.89 Acres

LOT 1
44,014 Sq. Ft.
1.01 Acres

LOT 2
49,287 Sq. Ft.
1.13 Acres

DEDICATION
8,856 Sq. Ft.
0.20 Acres

ROAD
26.00' 254.20'

N 89°53'15" W 541.49'
S 00°11'00" E 518.31'
N 88°03'06" E 240.90'
N 02°11'29" W 150.21'
N 86°23'56" E 305.42'

RECORD = WEST 541.49'

100.30'
101.06'
417.25'
80.58'
76.52'

1309 E. 3rd Ave., #21
Durango, CO 81301
970-403-5088

Revisions:
PLAN NO. C100
FOR REVIEW ONLY
NOT FOR CONSTRUCTION
(PRELIMINARY PLAT APPLICATIONS)

NAME OF SUBDIVISION: RILEY'S ROOST SUBDIVISION
SITE, UTILITY, GRADING AND DRAINAGE PLAN
GRAND COUNTY, UT

PROJECT: SUNNY ACRES
DATE: 02/21/19
DRAWN BY: ABR
CHECKED BY: JP

#    DATE      DESCRIPTION

ENGINEERING
GRAPHICAL SCALE (FT)
0 30
15

RILEY'S ROOST SUBDIVISION
Preparation Summary Table: NOT TO Be Calculated

Building Conditions

Area

Expected

PROPOSED CONDITION

Site

Prepared by: E:\\Site Survey Data
Prepared for: Site Survey Data

PRELIMINARY PLAT APPLICATIONS
DECLARATION of COVENANTS, CONDITIONS AND RESTRICTIONS

RECITALS

Covenants, Conditions and Restrictions (the Declaration) is made this ________ day of __________, 2019.

WHEREAS, Declarant is the Owner of certain property in the County of Grand, State of Utah, which is more particularly described as:

Lots 1, 2 and lot 3 less that portion located within San Juan County of Riley’s Roost, as platted and recorded in Book _____, Page(s) _______________, Document Number ____________, Grand County, Utah.

RECITALS:

Declarant desires to provide for the preservation of values, desirability and amenities in the community.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is part of the Properties, including contract seller, but excluding those having such interest merely as security for the performance of an obligation.

Section 2. “Properties” shall mean and refer to that certain real property hereinbefore described.

Section 3. “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Preparties.

Section 4. “Declarant” shall mean and refer to Joe K. Riley, his heirs, successors and assigns.

ARTICLE II
ARCHITECTURAL CONTROL

Section 1. No building, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to an approved in writing as to the harmony of external design and location in relation to surrounding structures, and/or topography. This article shall not apply to the declarant.

Section 2. The initial Architectural Control Committee, for the purpose of administering and enforcing these protective covenants, shall be Joe K. Riley and Jennifer L. Johnson.
ARTICLE III
RILEY’S ROOST USE RESTRICTIONS

1. Easements for installation and maintenance of utilities, facilities and signage are reserved as shown in the recorded plat.
2. No primary dwelling shall be erected upon any of said lots unless such dwelling contains at least twelve hundred (1200) square feet of enclosed floor space. For the purpose of this restriction, 1200 square feet may include attached garage but is exclusive of any patio, porch or unattached space.
3. No building on Lot 1 and Lot 2 shall be located nearer than 40 feet from the lot line shared with Lot 3.
4. No mobile home shall be placed on any Lot whether left on wheels or placed on a permanent foundation, basement, crawl space or other permanent footing.
5. No residential unit, building or structure on any lot shall be permitted to fall into disrepair and each residential unit, building and structure shall at all times be kept in good condition and repair and adequately painted and otherwise finished.
6. In the event that any residential unit, building or structure is damaged or destroyed, it shall be expeditiously repaired, rebuilt or shall be demolished and removed.
7. No animals, livestock, swine, pigeons, chickens, ducks, turkeys or poultry of any kind shall be raised, bred or kept on any lot except that up to two horses, two domestic dogs, and/or two domestic cats may be kept provided that they are not kept, bred or maintained for any commercial purpose and do not create objectionable noise or odor.
8. No lot shall be used or maintained as a parking place for semi-trailer trucks, commercial trailers, equipment or materials for greater than 7 days in a 30-day period, except during the course of construction.
9. No lot shall be used or maintained as a dumping ground for rubbish.
10. All vehicles parked outside for more than 72 hours must be in running condition and legally registered.
11. Trash, garbage or other waste shall not be kept except in sanitary containers, emptied weekly.
12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
13. No individual sewage disposal system shall be permitted on any lot.
14. When these covenants do not cover a situation, the rules and regulations of the County of Grand shall be applied. In all cases where there are conflicting rules showing a difference in requirements, the stricter of the two shall be used. The decision of the Architectural Control Committee shall govern in determining which rules are more strict.
15. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date of recording of these covenants after which time said covenants shall be automatically extended for successive periods of ten (10) year periods, an instrument signed by a majority of the then Owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

ARTICLE IV
DECENTRALIZED DRAINAGE MAINTENANCE

Section 1. Lot owner shall inspect condition of drainage swales annually and make repairs to continue to provide runoff conveyance as shown in drainage plan. Including mowing or “week whacking” drainage swales ditches annually.
Section 2. Lot owner shall inspect condition of detention ponds annually and make repairs as required to provide for adequate detention as shown in the drainage plan. This includes mowing or “weed whacking” detention ponds and may require minor grading to remove sediment and maintain shape of facilities.

ARTICLE V
GENERAL PROVISIONS

Section 1. Enforcement. Any owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and shares now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended during the first twenty-five (25) year period or successive ten (10) year periods by an instrument signed by 100% of the Lot Owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand this __________ Day of __________, 2019

DECLARANT

By: _________________________

Joe K. Riley

STATE OF UTAH
COUNTY OF ____________________

On this ____ day of ____________, 2019, before me personally appeared Joe K. Riley to me known or proven on the basis of satisfactory evidence to be the Grantor who lawfully executed the foregoing Quitclaim Deed as a free and voluntary act.

__________________________________
A Notary Public Commissioned in the State of Utah

County of _________________________

Name: ____________________________

My commission expires: ______________
SUBDIVISION IMPROVEMENTS AGREEMENT

RILEY’S ROOST SUBDIVISION

THIS AGREEMENT, dated this _______ day of __________, 2019, between the COUNTY COUNCIL OF GRAND COUNTY, UTAH (hereinafter referred to as “COUNTY”) and JOE K. RILEY (hereinafter referred to as “SUBDIVIDER”).

WHEREAS, SUBDIVIDER has submitted to the COUNTY for approval and execution a final plat designated RILEY’S ROOST and dated _______________________________, hereinafter referred to as “the Plat” or “the Subdivision”); and

WHEREAS, the COUNTY has fully considered said plat, the proposed development and the improvements of the land therein and the effect on the neighboring properties by reason of the proposed development; and

WHEREAS, engineered subdivision improvements and construction plans and specifications (Required Improvements) have been submitted to the COUNTY and approvals have been received from all necessary and requested COUNTY referral agencies and consultants, or representatives, including, but not limited to:

1. Grand Water and Sewer Service Agency (GWSSA), pertaining to water and sewer system improvements;
2. San Juan Water Conservancy District pertaining to sewer system improvements.
3. Sunrise Engineering Inc., consultants to the GWSSA, pertaining to water and sewer system improvements;
4. State of Utah Health Department, Division of Drinking Water, pertaining to water system improvements;
5. Horrocks Engineers, consultants to the COUNTY, pertaining to the streets and roads, driveways, drainage and trail system improvements; and
6. Moab Valley Fire District; pertaining to fire protection issues.

WHEREAS, the COUNTY is willing to approve and execute said plat upon the agreement of the SUBDIVIDER to the matters hereinafter described subject to any conditions established by the County Council, and subject to all requirements, terms and conditions of the Grand County Land Use Code except as modified by this plat approval, and subject to the Grand Construction Standards and other applicable laws, rules and regulations; and

WHEREAS, the COUNTY and SUBDIVIDER mutually acknowledge that the matters set forth herein are reasonable conditions and requirements to be imposed by COUNTY in connection with its approval of the Plat, and that such matters are necessary to protect promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that the COUNTY is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed to by the SUBDIVIDER, and in that regard the Statues of the State of Utah pertaining to COUNTY planning and the existing ordinances of Grand County, State of Utah, pertaining to Subdivision Improvements Agreements provide that the collateral used as security for the construction of the agreed upon Required Improvements may include cash, bond, irrevocable letter of credit, or other collateral acceptable to the County Council; and

PAGE 1
WHEREAS, SUBDIVIDER has submitted and the COUNTY has agreed to Subdivision Bon as the form of collateral to guarantee the Required Improvements, as specified in Final Plat Submittal 04/19/2019 which is incorporated herein by this reference.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES, AND THE APPROVAL, EXECUTION, AND ACCEPTANCE OF THE PLAT BY THE COUNTY, IT IS FURTHER AGREED AS FOLLOWS:

IMPROVEMENTS TO BE COMPLETED

SUBDIVIDER agrees to construct the Required Improvements as specified in Final Plat Submittal 04/19/2019, consistent with the requirements of the County Council, the Grand County Land Use Code, and the Grand Construction Standards and other applicable laws, rules and regulation.

COLLATERAL DEED OF TRUST

In order to secure the Required Improvements to be completed by the SUBDIVIDER, and so long as, and to the extent that, Required Improvements to service a particular lot or lots remain unfinished, the SUBDIVIDER agrees to guarantee such performance of the unfinished Improvements Subdivision Bond to 100 percent of the cost of such unfinished Required Improvements, plus a collateral overage of 25 percent of the cost of such unfinished Required Improvements.

RELEASE OF SUBDIVISION BOND OR OTHER GUARANTEE

If and to the extent that the SUBDIVIDER provides another form of collateral acceptable to the COUNTY at the date of this Agreement, such as cash, bond, or other collateral, the guarantee may be partially or fully released.

In addition, from time to time, as the Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the cash, bond, or other collateral, the letter of credit guarantee or substitute collateral. Each collateral release request shall be summarized on the County’s Collateral Release Form and must show, or include the following:

1. Dollar amount of (original) collateral guarantee,
2. Improvements completed, including dollar value,
3. Improvements not completed, including dollar value,
4. Amount of (all) previous releases,
5. Amount of collateral guarantee requested released,
6. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and
7. Reasonable fee, if the COUNTY requires any, to cover the cost of administration and inspections.

Upon receipt of the application, the COUNTY, or its agent, shall inspect the Required Improvements, both those completed and those uncompleted. If the COUNTY determines from the inspection that the Required Improvements shown on the application have been completed, as provided herein, a portion of the collateral supporting the commitment guarantee shall be
released. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the total amount of the collateral:

1. Less, 100 percent of the costs of the Required Improvements not completed; and
2. Less, any collateral overage (25%) that is applicable to the costs of the Required Improvements not completed.

**TIME OF COMPLETION**

SUBDIVIDER agrees to complete the Required Improvements within 24 months maximum from the date of execution of this Agreement.

The COUNTY may, at their discretion, extend the completion dates for the Required Improvements. Both the COUNTY and SUBDIVIDER shall sign any such extension.

**DEFAULT**

The following conditions, occurrences, or actions will constitute default by SUBDIVIDER;

1. Failure to commence construction of any part of the Required Improvements within 12 months from the date of the execution of the Agreement.
2. Failure to complete the Required Improvements materially consistent with the approved engineering plans and specifications as part of this Plat, or any approved changes of such plans and specifications.
3. Failure to complete the Required Improvements within the stated or extended times for completion.
4. The appointment of a receiver for the SUBDIVIDER or the filing of a voluntary or involuntary petition in bankruptcy respecting the SUBDIVIDER.
5. COUNTY determines that the letter of credit, bond, cash, deed of trust, or other collateral, either will terminate, will lapse, or be withdrawn, prior to the actual and substantial completion of the Required Improvements.

**REMEDIES**

In the event of default, the COUNTY may draw on (withdraw funds from) the commitment guarantee. The COUNTY will have the right, but no obligation, to complete the Required Improvements itself or contract with a third party for completion, and the SUBDIVIDER hereby warrants that in the event of default, the COUNTY, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the subdivision for the purposes of construction, maintaining, and repairing such Required Improvements. Alternatively, the COUNTY may assign the proceeds of the guarantee to a subsequent SUBDIVIDER or lender who has acquired the Subdivision, or a portion thereof, by purchase, foreclosure, or otherwise who will then have the same rights of completion as the COUNTY, if and only if, the subsequent SUBDIVIDER or lender agrees in writing to complete the unfinished Required Improvements.

**COLLATERAL PROCEEDS**

In the event of a default, collateral proceeds shall be utilized as follows:

1. All collateral proceeds must be applied to the unfinished Required Improvements.
2. Any excess collateral proceeds after completing the Required Improvements are payable to the SUBDIVIDER.
3. The COUNTY has no obligation to utilize any funds, other than the collateral proceeds, to complete any of the Required Improvements.

**RECORDING**

After receiving approval of the Plat, SUBDIVIDER shall record this Agreement with the Recorder of Grand County, Utah.

**MISCELLANEOUS**

1. This agreement is binding upon and inure to the benefit of the heirs, representatives, transferees, successors, and assignees of the parties.
2. The paragraph headings are descriptive only and neither implies nor limits the substantive material.
3. The failure to enforce or the waiver of any specific requirements or parts of this Agreement by either party shall not be construed as a general waiver of this Agreement.
4. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement remain in effect.
5. SUBDIVIDER is not an agent or employee of the COUNTY.

**GRAND COUNTY COUNCIL**

________________________________________
Chairman,

**ATTEST:**

Diana Carroll, Clerk/Auditor

**SUBDIVIDER:**

________________________________________
Joe K. Riley

State of Utah )
County of Grand )

Subscribed and sworn to before me on this ______ day of ______________, 2019 by

________________________________________.
Dear Kenny,

Ms. Johnson came in and paid her will serve fees last week. GWSSA is able to serve the Riley’s Roost project with culinary water service. Sewer service will be provided by San Juan County. I received a verbal confirmation of service availability from San Juan. As far as the placement of the water connections, all three lots can connect to the GWSSA main on the east side of the property. Ms. Johnson will need to make sure the line to the larger lot is in a recorded easement or row for her water line. We will work with their contractor on placement. Each lot will have its own service. The owners are not adding any main lines. If you have any questions; please do not hesitate to reach out.

Thank you,
Dana

---

**Dana Van Horn**  
Agency Manager  
Grand Water & Sewer Service Agency  
3025 E. Spanish Trail Rd.  
Moab, UT 84532  
P: (435) 259-8121

GWSSA GIS Data Disclaimer: Maps and data are to be used for representation purposes only and have not been prepared for legal, engineering or surveying purposes. GWSSA assumes no liability for errors or omissions in any information. The information contained on the cadastral maps is used to locate and identify parcels of land for reference purposes only and is NOT to be interpreted or used as a "legal description." The only legally binding legal description is the description recorded in the recorder’s office. The GIS database and maps are subject to constant change and the accuracy and completeness is not guaranteed.

---

From: Kenny Gordon <kgordon@grandcountyutah.net>  
Sent: Tuesday, April 9, 2019 8:38 AM  
To: Dana Van Horn <dana@grandwater.org>  
Subject: RE: Approval letter

Dana

Thanks, I will let them know.

---

From: Dana Van Horn [mailto:dana@grandwater.org]  
Sent: Tuesday, April 09, 2019 8:37 AM  
To: Kenny Gordon  
Subject: RE: Approval letter

I called and left a message last week. I haven’t heard from them.

Dana

---

**Dana Van Horn**  
Agency Manager
May 10, 2019

Subject: Riley’s Roost Subdivision – Final Plans Drainage Report

Kenny Gordon, Zoning and Planning Administrator
Grand County
125 E. Center
Moab, Utah 84532

Dear Kenny:

Final Drainage Report dated April 19, 2019 from Set Engineering.
Riley’s Roost Subdivision Plans

We concur with the methodology and calculations of the drainage study. The final plans are approved meeting the Grand County Construction Standards.

The following items need to be addressed prior to issuing the final approval.

The plans require a stamp from a Professional Engineer registered in the State of Utah.

An approval letter from San Juan County – Spanish Valley Water and Sewer District for sewer service required.

Add a note to the plat that an access permit from Grand County will be required to construct driveways.

Sincerely,

HORROCKS ENGINEERS

David Dillman, PE
Principal
cc: file
Kenny,  
Here is the best I have at this time for the service contract. The lots will require full impact fee payment for the sewer and they need to be sure that we can actually serve them. I see on the plans you sent the locations they are proposing. The main line is about 9.4 feet deep to the best I can determine from the design plans.

Ben Musselman  
PUBLIC WORKS DIRECTOR  
ROAD DEPARTMENT  
435-587-3230 ph, 435-459-1918  
bmusselman@sanjuancounty.org
<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>27</td>
<td>28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>5:00PM Airport Board Meeting (Chambers)</td>
<td>4:00PM Mental Health Board Meeting (Four Corners)</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5:00PM County Council Meeting (Chambers)</td>
<td>5:00PM Health Board Meeting (Green River)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td>1:30PM BLM/Grand County Coordination Mtg (Moab Field Office)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td></td>
</tr>
<tr>
<td>5:00PM Mosquito Abatement District (District Office)</td>
<td>10:00AM Joint Mtg with San Juan Commissioners (OSTA pavilion)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>4:00PM Open House - Changing Form of Gov't (Grand Center)</td>
<td>3:00PM Sand Flats Stewardship Committee Mtg (EMS trg room)</td>
<td>5:30PM Mosquito Abatement District (District Office)</td>
<td></td>
</tr>
<tr>
<td>10:00AM Joint Mtg with San Juan Commissioners (OSTA pavilion)</td>
<td>12:30PM Council on Aging (Grand Center)</td>
<td>2:00PM Conservation District (Hospital)</td>
<td>6:30PM Thompson Water District Board (Thompson Fire Station)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td>1:30PM BLM/Grand County Coordination Mtg (Moab Field Office)</td>
<td>5:30PM CHCSSD (Hospital)</td>
</tr>
<tr>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>10:00AM Joint Mtg with San Juan Commissioners (OSTA pavilion)</td>
<td>12:30PM Council on Aging (Grand Center)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>5:00PM County Council Meeting (Chambers)</td>
<td>4:00PM Open House - Changing Form of Gov't (Grand Center)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>3:00PM Conservation District (Hospital)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>5:30PM OSTA Advisory Committee (OSTA Conf....)</td>
<td>6:00PM Cemetery Maintenance (District Offi...</td>
<td>4:00PM Open House - Changing Form of Gov't (Grand Center)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>5:00PM Mosquito Abatement District (District Office)</td>
<td>10:00AM Joint Mtg with San Juan Commissioners (OSTA pavilion)</td>
<td>12:30PM Council on Aging (Grand Center)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>5:00PM County Council Meeting (Chambers)</td>
<td>4:00PM Open House - Changing Form of Gov't (Grand Center)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>4:00PM Open House - Changing Form of Gov't (Castle Valley Town Building)</td>
<td>4:00PM Open House - Changing Form of Gov't (Castle Valley Town Building)</td>
<td>4:00PM Thompson Springs Service Fire District Mtg (Chambers)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>5:00PM Museum of Moab (Grand Center)</td>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>4:00PM Thompson Springs Service Fire District Mtg (Chambers)</td>
<td>4:00PM Open House - Changing Form of Gov't (Castle Valley Town Building)</td>
<td>5:00PM County Council Meeting (Chambers)</td>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>5:00PM Museum of Moab (Grand Center)</td>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>5:00PM Planning Commission (Chambers)</td>
<td>5:30PM Library Board Mtg (Library)</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
<td>9:00AM Canyon County Partnership (CCP) (Orangeville Community Center)</td>
<td>10:00AM County Offices Closed</td>
<td>8:00AM County Offices Closed</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>6:30PM Thompson Water District Board (Thompson Fire Station)</td>
<td>5:30PM Library Board Mtg (Library)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>6:30PM Thompson Water District Board (Thompson Fire Station)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>6:30PM Thompson Water District Board (Thompson Fire Station)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
<tr>
<td>7:00PM Recreation SSD (City Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>11:30AM Local Emergency Planning Committee (Fire District - 45 S. 100 E.)</td>
<td>4:00PM Airport Board Meeting (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>5:00PM Planning Commission (Chambers)</td>
<td>12:00PM Change of Gov't - Study Committee Mtg (Chambers)</td>
</tr>
</tbody>
</table>

Independence Day
<table>
<thead>
<tr>
<th>Sunday</th>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
<th>Saturday</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4:00PM Noxious Weed Control (Grand Center)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>1:00PM Homeless Coordinating Committee Meeting (Zions Bank)</td>
<td>Independence Day</td>
<td>8:00AM County Offices Closed</td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>11:00AM EMS SSD (EMS Training Center)</td>
<td>4:00PM Thompson Springs Special Service Fire District Meeting (Chambers)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>10:00AM Historical Preservation Commission (Grand Center)</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>2:00PM Conservation District (Hospital)</td>
<td>3:00PM Travel Council Advisory (Chambers)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td>10</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td>11:00AM Trail Mix (Grand Center)</td>
<td>1:00PM Homeless Coordinating Committee Meeting (Zions Bank)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td></td>
<td></td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>10:00AM Historical Preservation Commission (Grand Center)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>1:00PM EMS SSD (EMS Training Center)</td>
<td>4:00PM Thompson Springs Special Service Fire District Meeting (Chambers)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>10:00AM Historical Preservation Commission (Grand Center)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>4:00PM Thompson Springs Special Service Fire District Meeting (Chambers)</td>
<td>4:00PM County Council Meeting (Chambers)</td>
<td>2:45PM Mental Health Board (Four Corners) (Green River)</td>
<td>1:00PM Watershed Partnership (Grand Center)</td>
<td>12:00PM Housing Authority of Southeastern Utah (City Chambers)</td>
<td>1:00PM SEMALG (Price)</td>
</tr>
<tr>
<td>15</td>
<td>2:45PM Mental Health Board (Four Corners) (Green River)</td>
<td>3:00PM Moab Tailings Project Steering Committee (Chambers)</td>
<td>5:30PM Health Board Meeting (Green River)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>4:00PM Arches Special Service District Board (Grand Center)</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>5:30PM Health Board Meeting (Green River)</td>
<td>5:30PM Planning Commission (Chambers)</td>
<td>8:00AM County Offices Closed</td>
<td>1:00PM SEMALG (Price)</td>
<td>4:00PM Arches Special Service District Board (Grand Center)</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>8:00AM County Offices Closed</td>
<td>1:00PM SEMALG (Price)</td>
<td>1:00PM Watershed Partnership (Grand Center)</td>
<td>1:00PM Watershed Partnership (Grand Center)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>8:00AM County Offices Closed</td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>8:00AM County Offices Closed</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>1:30PM BLM/Grand County Coordination Mtg (Moab Field Office)</td>
<td>8:30AM Chamber of Commerce (Zions Bank)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>29</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>31</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>1:00PM SEMALG (Price)</td>
<td>5:30PM CHCSSD (Hospital)</td>
<td>11:00AM Housing Task Force (Library)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Employment Opportunities

GCSO Corrections Officer
Posted August 1, 2017 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the supervision of the Assistant Jail Commander the Corrections Officer is a... Full Description

GCSO Patrol Deputy
Posted August 1, 2017 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Patrol Supervisor the Deputy Sheriff... Full Description

GCSO-Communications/Dispatch
Posted January 26, 2018 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Jail Commander the... Full Description

GCSO-Food Services Asst. Mgr.
Posted January 30, 2019 8:00 AM | Closes May 31, 2019 5:00 PM
Must Complete Sheriff's Office Application Click Here to Download Job Summary Under the direct supervision of the Jail Commander the... Full Description

Road Department Laborer
Posted May 22, 2019 8:00 AM | Closes June 7, 2019 5:00 PM
GENERAL PURPOSE Performs a variety of unskilled or semi-skilled work in the operation of the vehicles, machinery, and hand tools used in construction, maintenance, and... Full Description

Apply Online
MAKE A DIFFERENCE IN YOUR COMMUNITY
Become a Grand County Board or District Volunteer

Due Date: OPEN UNTIL FILLED

COUNTY BOARD, COMMISSION AND COMMITTEE

The following Boards, Commissions & committees currently have vacancies. Applicants must live in Grand County unless otherwise indicated, have the appropriate expertise when required by law, and agree to abide by the County’s Conflict of Interest Ordinance.

<table>
<thead>
<tr>
<th>Board, Commission or Committee</th>
<th>Vacancies</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Advisory Board</td>
<td>1</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Historical Preservation Commission</td>
<td>1</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Housing Authority of Southeastern Utah</td>
<td>1</td>
<td>12/31/2023</td>
</tr>
<tr>
<td>Noxious Weed Control Board</td>
<td>1</td>
<td>12/31/2021</td>
</tr>
</tbody>
</table>

DISTRICT BOARD

The following District Boards currently have vacancies. Applicants must reside in Grand County, must be a registered voter within the District, and may not be an employee of the District.

<table>
<thead>
<tr>
<th>District Board</th>
<th>Vacancies</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arches Special Service District</td>
<td>2</td>
<td>12/31/2022</td>
</tr>
<tr>
<td>Canyonlands Health Care Special Service District</td>
<td>1</td>
<td>12/31/2020</td>
</tr>
<tr>
<td>Transportation Special Service District</td>
<td>1</td>
<td>12/31/2019</td>
</tr>
</tbody>
</table>

Interested applicants shall complete the “Board, Commission, and Committee Certification and Application Form” available at www.grandcountyutah.net/pdf/BoardAppForm.pdf, or at the County Council’s Office. Completed applications may be emailed to council@grandcountyutah.net, or delivered to 125 E. Center Street. All new qualified applicants will be interviewed. The County Council will making appointments at a Regular Council Meeting upon a recommendation from Board, Commission, Committee or District Board. Board member responsibilities can be found at https://www.grandcountyutah.net/194/Boards-Commissions-Committees. For more information, please contact Bryony Hill at (435) 259-1346.
<table>
<thead>
<tr>
<th>Date</th>
<th>Event Name</th>
<th>Permit Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>JUNE</td>
<td>1 Thelma &amp; Louise 1/2 Marathon</td>
<td>Permitted</td>
</tr>
<tr>
<td>JULY</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>
Greetings to All,
Thank you in advance for reading this opinion paper which I have “pixelized” to assist me in moving to clear decisions in the moratorium process in which we are now engaged. In thinking about the issues associated with all we are trying to do it is clear to me that I need to “chunk down” the process into individual decisions and actions rather than trying to solve all the issues at one time. If this means we need to deal with some of the issues in a second moratorium, then so be it, we should do so. Of primary importance in my mind, is that we take action on as much as we can in the time we have to do so. This being said I would be most interested in seeing the Planning and Zoning Commission make decisions on the subjects below individually and passing on their recommendations to County Council as soon as possible so Council can act on them in the order they are presented.

Below I have indicated what my decision-making process would be on these issues. If the P&Z or Council as a whole were to respond to the decision points differently then we only need to change the following decisions to anticipate the results of the previous decisions.

Decision 1. Do we want to remove all use by right zoning for nightly rental properties, including Hotels, Motels, Bed and Breakfasts, RV Parks, Camping Grounds and Residential Units as Overnight Rental Condominiums, Townhomes, Multi-family homes, and Apartment projects in Grand County?

If Yes, Then:

Decision 2. Do we want to protect the vested rights of currently developed properties and currently vested properties by establishing a mechanism to do so?

If Yes, Then:

Decision 3. Do we do this by Overlay Zones or by designating them as Non-Conforming Uses?

Discussion Item: If Overlay Zones, do we blanket overlay as suggested by Landmark (North, City and South)? Or do we apply the Overlay Zones only to properties that are Currently Built and Currently vested?

My opinion is that it is paramount to do the overlay zones as Parcel Specific and not as a general overlay. Parcel Specific Overlay Zones give the rights to the currently developed and currently vested properties and allow the County to select any other site-specific parcels which may enhance the community in the future by this type of development. Establishing General Overlay Zones essentially opens the door for negotiation for special treatment of parcels which may be non-desirable or inappropriate to develop and can be construed as a use by right irrespective of whether it is or not. We need to be specific about this.

Further it is my opinion that “Non-Conforming Uses” are just another name for “Pending Lawsuits.” They are a bad idea from the standpoint of how one can truthfully and effectively represent the property in a sale by both the Seller and any Agent of the Seller who may be involved. Christina please weigh in on this, but it is my understanding from your conversation
at the P&Z meeting last evening that you think the non-conforming use designation is a dangerous path to travel down from a legal point of view. I think it would be helpful for the P&Z and Council to hear your take on this once more so there is total clarity on it. Thank you for that.

If yes to Site Specific Overlay Zones, Then,

Decision 4.

   Locate and Ratify the Zoning Overlay Specific Sites on a Zoning Map concurrently with the definition of the Permitted Uses for those Overlay Zones.

Once this is accomplished and ratified, Then,

Decision 5. (As per Landmark Suggestions)
   A. Approval Procedures
   B. Permitted Uses
   C. Site Master Plan Required
   D. Development Standards
      Part 1- General Requirements
      Part 2- Architecture, Density, Massing and Form
      Part 3- Additional Design Requirements
      Part 4- Open Space
      Part 5- Landscape Standards
      Part 6- Parking Requirements

If at any point in the decision-making process the decisions made are contrary to the above decisions or we discover that other decisions need to be added to the process then I would deal with them as they come up but trying to prioritize them and make them fit in the general outline of getting the decisions made in a timely and coherent manner.

I am of the opinion that this approach may be one that is useful to consider and will be a much easier and a more appropriate expenditure of our time. Again thank you for your consideration of this “wee hours of the morning” missive.

Regards,
Terry