



GRAND COUNTY COUNCIL REGULAR MEETING

Grand County Council Chambers
Held virtually on Zoom
Moab, Utah

See below for instructions to give public comment via Zoom

Dial: (669) 900 - 6833 Meeting ID: 847 2716 7143 # Password (if needed): 547255

Link: <https://us02web.zoom.us/j/84727167143?pwd=ekFsODJOVWRNcEJlHIDSUR4SnY0Zz09>

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

AGENDA

Tuesday, August 4, 2020

2:30 p.m. Grand County Council Workshop

- Workshop on Grand County Department Restructuring (Chris Baird, Council Administrator)
- Recess

4:00 p.m.

- Call to Order
- Citizens to Be Heard (and again at approximately 6:00 pm)
We are receiving public comments by phone and online through Zoom.
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Link: <https://us02web.zoom.us/j/84727167143?pwd=ekFsODJOVWRNcEJlHIDSUR4SnY0Zz09>
Please note that when joining the meeting, you will be placed in a waiting room and will be added to the meeting by the moderator. Your comments will be recorded and on YouTube.
- Approval of Minutes (Quinn Hall, Clerk/Auditor)
A. July 21, 2020 (County Council Meeting)
- Ratification of Payment of Bills
- Council Member Disclosures
- General Council Reports and Future Considerations
- Elected Official Reports
- Council Administrator Report
- Department Reports
- Agency Reports
- Presentations
B. Presentation on COVID-19 update from Moab Regional Hospital (Jen Sadoff, Moab Regional Hospital CEO and Dr. Dylan Cole)
C. Presentation on Broadband infrastructure and Emery Telecom's application to provide phone services in Grand County (Jared Anderson, Emery Telecom Chief Operating Officer)
- General Business- Action Items- Discussion and Consideration of:
D. Approving letter of support for Moab Regional Hospital's expansion project (Jen Sadoff, Moab Regional Hospital CEO)
E. Approving extension of the declaration of local emergency to September 1, 2020 (Chris Baird, Council Administrator)

- F. Approving volunteer appointment to the Grand County Transportation Special Service District Board (Councilmember Halliday)
- G. Approving amended job description for the “Travel Council Director” position to include economic development duties, re-title Economic Development Director, and reclassify the pay Grade from 14 to 16 (Chris Baird, Council Administrator)
- H. Adopting proposed resolution approving the filing of cross-appeals to 2020 appeals filed by taxpayers subject to central assessment (Chris Kauffman, County Treasurer)
- I. Ratifying the Chair’s signature on a Memorandum of Understanding between Grand County and the Bureau of Land Management as a Cooperating Agency for Development of the Environmental Assessment for the December 2020 Competitive Oil and Gas Lease Sale Parcels in Grand County (Councilmember Clapper)
- J. Approving Moab Uranium Mill Tailings Remedial Action Project’s 2020 Annual Statement of Continued Compliance (Russ von Koch UMTRA Liaison)
- K. Approving local consent for Desert Moon Eatery’s limited-service restaurant liquor license, located at 75 West Old Hwy 6 & 50, Thompson Springs, UT (Mallory Nassau, Assistant Council Administrator)
- L. Adopting a proposed resolution approving the Phase 1 Final Plat for the Peak View Subdivision, a high-density housing overlay, located at 3640 South Spanish Valley Drive (Mila Dunbar-Irwin, Planning and Zoning Administrator)
- Consent Agenda- Action Items**
- Discussion Items**
 - M. Calendar items and public notices (Mallory Nassau, Assistant Council Administrator)
- Public Hearings- Possible Action Items** (none)
- Closed Session(s):**
 - 1. Purchase, Exchange, Lease or Sale of Real Property, including any form of a water right or water shares
- Adjourn**

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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.

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
AUGUST 4, 2020

Agenda Item: Workshop

TITLE:	Workshop on Grand County Department Restructuring
FISCAL IMPACT:	n/a discussion only
PRESENTER(S):	Chris Baird

Prepared By:

Chris Baird

FOR OFFICE USE ONLY:

Attorney Review:

N/A

BACKGROUND:

There are currently 13 departments and no official divisions operating under the Council Administrator's office.

The intent of this workshop is to discuss the possible benefits of redefining some of these departments as divisions and grouping them under a department.

Possible benefits include reducing the number of direct reports to the Council Administrator and Assistant Council Administrator. This reduction in supervisory responsibility would provide more time for actualizing the Council's strategic plan, and other higher level policy revisions.

Additionally, a department director (or maybe committee), would be responsible for enhancing the coordination between all divisions within the department. This would increase efficiency and provide the citizens of Grand County with enhanced services.

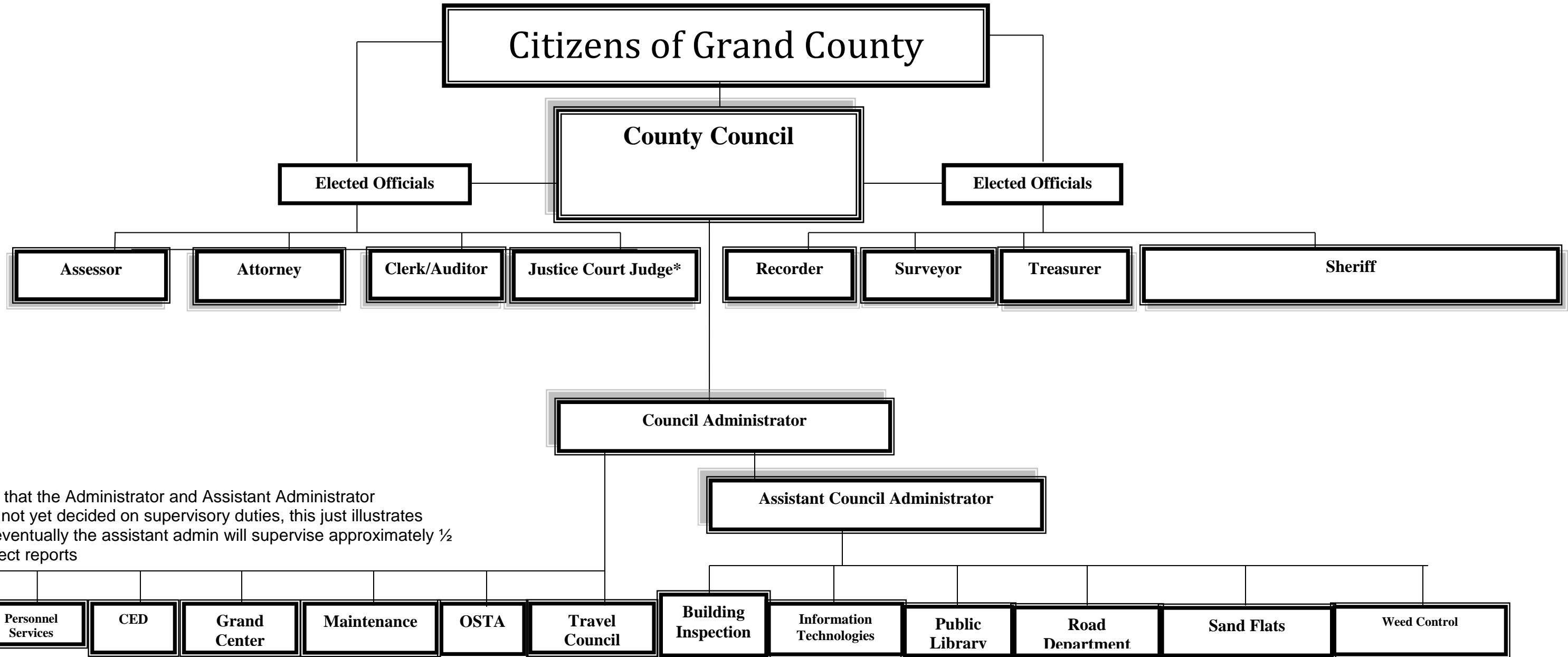
Establishing departments and divisions would also create a better structure for future growth. The current practice is to add another department to the Council Admin's direct reports when new upper level positions are established. A department and division structure would provide better opportunity to nest new positions into our organizational structure in a more efficient and effective manner.

A sample organizational chart is attached. This is NOT a proposal, but a quick sketch intended to illustrate the concept. An actual restructuring such as this should include workshops with all affected department heads. And, restructuring may occur in phases.

ATTACHMENT(S):

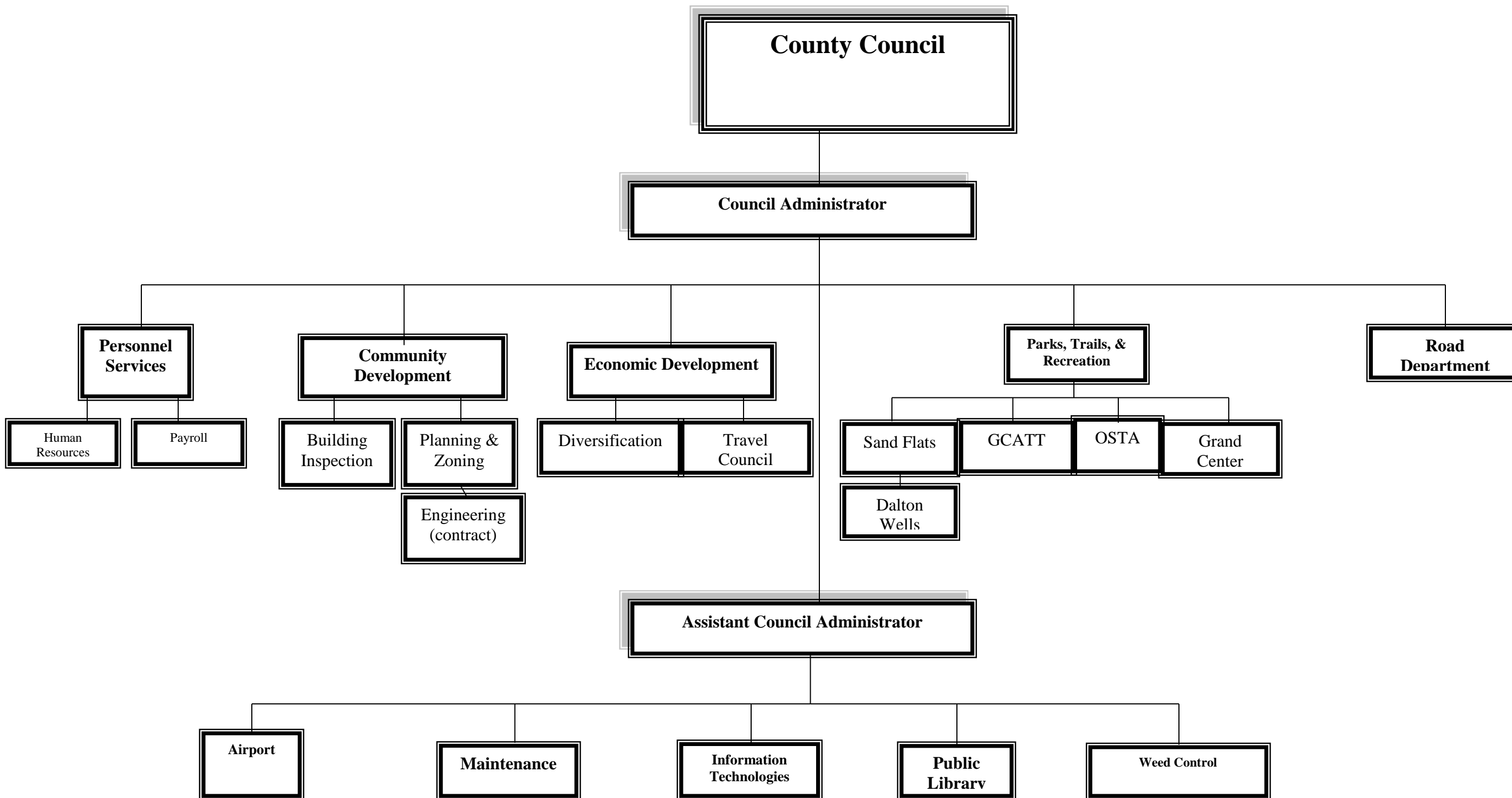
Current and Sample Organizational Charts

Simplified 2020 Grand County Organizational Chart – Current Structure



*note that the Administrator and Assistant Administrator have not yet decided on supervisory duties, this just illustrates that eventually the assistant admin will supervise approximately ½ of direct reports

Sample Organizational Structure Creating Departments and Divisions
This is NOT a proposal, but an example for the purposes of discussion
Other elected officials are omitted for simplicity





**GRAND COUNTY
COUNCIL REGULAR MEETING**

**Grand County Council Chambers
Held virtually on Zoom
Moab, Utah**

WATCH ON YOUTUBE - search for: "GRAND COUNTY UTAH GOVERNMENT"

**MINUTES
21 JULY 2020**

The Grand County Council met in a regular meeting on 21 July, 2020. Due to the COVID-19 Pandemic, the meeting was streamed/attended electronically. It was also broadcast on YouTube and saved there for future viewing. Council members in attendance were Chair Mary McGann (at the anchor location), Gabriel Woytek, Evan Clapper, and Greg Halliday. Also in attendance were Assistant County Council Administrator Mallory Nassau, and Clerk/Auditor Quinn Hall. Jaylyn Hawks arrived at 1:58 pm, and Curtis Wells arrived at 2:01 pm. County Attorney Christina Sloan arrived at 2:30. Rory Paxman was absent for the first session.

1:50 p.m.

Call to Order Chair McGann called the meeting to order at 1:53

Canvass of the Election

Canvass of the June 30, 2020 Primary Election Returns (Grand County Board of Canvassers)

Quinn Hall (County Clerk/Auditor) presented the election results to the council.

Motion by Greg Halliday to accept the Canvass of the Election for the June 30th Utah Primary Election.

Motion Seconded by Evan Clapper

Discussion (none at this time)

Motion Passes 4-0 (Hawks, Paxman, and Wells absent)

Workshop on Planning Commission Small Area Plan for 2021 (Emily Campbell, Planning Commission Chair and Mila Dunbar-Irwin, Planning and Zoning Administrator)

- Mila and Emily presented about the small area plan concerning the area near the Hwy 191/313 connection. Emily discussed future workshops and plans – noting the ability to modify and adapt the plan as the process moves forward
- Mila discussed the planning survey, noted the questions, and described the plan timeline
- Curtis mentioned the timeline may inadvertently prohibit some uses if it's too long
- Evan asserted the timeline was likely appropriate, and even quick by normal standards
- Curtis reiterated the need for a quick plan to allow uses to move forward

- Mila noted timelines for public comment and legal review are somewhat fixed and perhaps should not be shortened
- Emily discussed the scope and essential elements of the plan. Mila suggested the council weigh in on the geographic area of the plan, the vision, the goals, the zones and the design standards of the plan. Council and Planning Commission discussed the potential boundary of the plan.
- Emily asked about the vision for the area. Planning Commission and council discussed future use and development in the area. Jaylyn and Evan noted the goal of preserving the landscape/viewshed. Council discussed the preservation of the “gateway” to Moab. Gabriel noted aversion to seeing Moab sprawl to the north.
- Emily discussed and briefly ran through the survey for public response.
- Kevin noted the planning commission has seen increasing applications for housing and developments in the area. Evan and Curtis noted that at this point a high-level vision is likely more appropriate.
- Mila noted the potential to create separate zones for the 313/191 area and the area surrounding the airport. Council and Planning Commission discussed excluding the area around the airport in the small area plan – and in the short term focusing on only the area around the 313/191 interchange.
- Curtis noted increasing demand by developers for use in that area, and discussed the current Recreational Vehicle (RV) use in the area. Emily noted the Planning Commission has considered and is aware of the issue.
- Gabriel noted the potential for highway issues – stoplights, exits, turn lanes, etc.

3:30 pm - Chair McGann called for recess until 4:00 pm.

Recess

Call to Order

Chair McGann called the meeting back in session at 4:01 pm.

In attendance were councilmembers Mary McGann (present at the anchor location), Evan Clapper, Curtis Wells, Gabriel Woytek, and Greg Halliday. Also in attendance were Assistant County Council Administrator Mallory Nassau, County Attorney Christina Sloan, and Clerk/Auditor Quinn Hall. Jaylyn Hawks arrived at 4:04 pm. Rory Paxman arrived at 4:11 pm.

Thompson Springs Special Service Fire District Board Meeting (see separate agenda)

4:08 Call to order of Regular County Council Meeting

Citizens to Be Heard

- Reed Pendleton commented about the 313/191 small area plan and the existing standards for the area and suggested his proposed campground would be bound by existing standards
- Anna Sprout commented about the high school’s plan for reopening and noted the high-risk nature of the reopening plan.

Approval of Minutes (Quinn Hall, Clerk/Auditor)

A. July 7, 2020 (County Council Meeting)

Motion by Greg Halliday to approve the minutes from 7 July 2020

Motion Seconded by Jaylyn Hawks

Discussion

Motion Passes 7-0

Ratification of Payment of Bills

Motion by Gabriel Woytek to ratify and approve payment of bills in the amount of \$2,921,928.98 and payroll in the amount of \$212,788.46 for a combined total of \$3,134,717.44.

Motion Seconded by Greg Halliday

Discussion

- Jaylyn suggested that out of the ordinary expenses in payroll and bills be highlighted – airport, insurance, etc.

Roll Call Vote: Rory Paxman, yes. Gabriel Woytek, yes. Evan Clapper, yes. Jaylyn Hawks, yes. Greg Halliday, yes. Curtis Wells, yes. Mary McGann, yes.

Motion Passes 7-0

Council Member Disclosures (none at this time)

General Council Reports and Future Considerations

Rory Paxman

- None at this time

Gabriel Woytek

- Attended Canyonlands Healthcare Service District meeting – the district has not seen any major incidents, but they're on high alert
- Attended Moab Area Watershed meeting – they offered a summary of water rights in the valley and they're looking to establish a long-term plan for safe yields from the aquifer

Evan Clapper

- Trail Mix still meeting remotely
- Met with the Emergency Medical Services District – the audit went well
- Met with Cemetery District Board – some 4th of July service memorials

Jaylyn Hawks

- Attended Planning Commission meeting – new planning commission member

- Housing Authority is accepting applications moving forward. Mutual Self-Help/Wingate housing is moving forward; Arroyo Crossing is taking applications as well
- Attended an Audit Committee meeting
- Attended a Tripartite Board meeting and was appointed as member – they provide individuals and families a year-round assistance program for heating and cooling, rent, and utilities assistance
- Attended Association of Local Governments meeting
- COVID Cares funding round 1 and 2 allocated - trucks and trailers to haul food to Grand County
- Attended Southeast Utah Economic Development Department meeting

Greg Halliday

- Attended Conservation Service District meeting – ongoing restoration in Pack Creek
- Crop school in February
- Transportation Special Service District – the state will be doing an asphalt “test strip” on Murphy Lane
- Met with Museum Board – they need a new roof
- Residential fire in Castle Valley, Moab Valley Fire Dept. assisted

Curtis Wells

- Met with the Motorized Trails Committee and discussed Sand Flats and Manti-La Sal travel plans
- Met with Mosquito District board – trap counts are down, but there are some Human Resource/Employee issues. Perhaps the district could function better as a department
- Arches Hotspot Committee meeting – the deadline has been extended until November 1st
- Curtis was appointed to the Governor’s Rural Partnership committee

Mary McGann

- Attended Moab Area Housing Task Force Meeting – they’ll offer a presentation at the next meeting
- Attended Homeless Recovery Meeting – significant relapse in homelessness
- 116 employment openings in Grand County
- Hospital can see patients in person now
- Moab Area Partnership has an opening
- Wingate Village is helping people find housing

Elected Official Reports

Christina Sloan

- Noted the takings claim from Reed Pendleton – there is a hearing July 29th, public comment is accepted via email or at the hearing

Council Administrator Report (Chris Baird, County Council Administrator) (none at this time)

Department Reports (none at this time)

Agency Reports (none at this time)

Presentations

Judge Danalee Welch presentation (see below – technical issues pushed this later)

General Business- Action Items- Discussion and Consideration of:

- B. Approving the establishment of a work group committee to investigate solar farm options for the community for the purpose of sustainability and zero emission goals. (Andy Solsvig, Airport Director)

Presentation

Andy Solsvig discussed creating a committee to discuss a possible solar farm near the airport. Committee could be comprised of locals and local land management agencies.

Motion by Evan Clapper to approve the establishment of a work group committee to investigate solar farm options for the community for the purpose of sustainability and zero emission goals

Motion Seconded by Rory Paxman

Discussion

- Evan questioned the need for bylaws, etc.
- Andy noted this was a preliminary committee to investigate the idea only
- Evan volunteered to be on the committee
- Gabriel suggested that we look to something that would be a model for other communities

Motion Passes 7-0

Presentation (from earlier in the agenda)

Judge Danalee Welch reported about the court proceedings. There were no in-person court hearings for March, and current court hearings are via video/technology. There is a plan to reopen the courts. Interested in pursuing some special hearings for certain at-risk populations. Danalee was appointed to the Well-Being Committee

C. Approving volunteer appointment to the Planning Commission (Councilmember Hawks)

Presentation

Jaylyn discussed the appointment to the planning commission, to fill the vacancy. Josie Kovash was selected to fill the position.

Motion by Jaylyn Hawks to approving volunteer appointment of Josie Kovash to the Planning Commission

Motion Seconded by Gabriel Woytek

Discussion (none at this time)

Motion Passes 7-0

D. Approving Grand County's Rural County Grant (RCG) application as recommended by the Grand County Economic Development Advisory Board (GCED) (Elaine Gizler, Moab Area Travel Council Director)

Presentation

Elaine discussed the grant. Funding would be allocated to administration, business retention and expansion, diversification and recovery, a Grand Area Initiative Event (a virtual networking opportunity) a business summit, training, and scholarships.

Motion by Jaylyn Hawks to approve Grand County's Rural County Grant (RCG) application as recommended by the Grand County Economic Development Advisory Board

Motion Seconded by Evan Clapper

Discussion (none at this time)

Motion Passes 7-0

- E. Adopting proposed resolution approving the Phase 1 Final Plat of the Viewgate Terrace Subdivision, a high-density housing overlay, for parcel number 02-0007-0090 located at 1248 and 1260 S Highway 191 (Mila Dunbar-Irwin, Planning and Zoning Administrator)

Presentation

Mila described the Viewgate Terrace Phase 1 final plat. Noted the division between the hotel and parking lot and the High Density Housing Overlay (HDHO).

Motion by Jaylyn Hawks to approve the Viewgate Terrace Phase 1 Final Plat and Stormwater Drainage and Access Easement for real property known as 1248 and 1260 S Highway 191

Motion Seconded by Evan Clapper

Discussion

- Evan offered thanks to staff for their efforts

Motion Passes 7-0

- F. Adopting the proposed resolution approving the Replat of Amended Lots 35 and 38 in the Blu Vista Subdivision (Mila Dunbar-Irwin, Planning and Zoning Administrator)

Presentation

Mila discussed the replat – the owner is the same for both properties – they’re combining lots

Motion by Evan Clapper to adopt the proposed resolution approving the Replat of Amended Lots 35 and 38 in the Blu Vista Subdivision

Motion Seconded by Greg Halliday

Discussion

- Evan asked if there was anticipated opposition, and Mila noted neighbors don’t live in town

Motion Passes 7-0

- G. Adopting a proposed resolution approving the Phase 1 Final Plat for the Peak View Subdivision, a high-density housing overlay, located at 3640 South Spanish Valley Drive (Mila Dunbar-Irwin, Planning and Zoning Administrator)

Presentation

Mila noted the council’s familiarity with the motion and the plat

Motion by Evan Clapper to adopt the proposed resolution approving the Phase 1 Final Plat of the Peak View Subdivision, a HDHO Development conditioned upon the following:

1. Owner shall sign, notarize, and record the following documents in the Grand County Recorder’s Office prior to recording the Phase 1 Final Plat:

- a. Peak View Subdivision HDHO Development Agreement approved on November 11, 2019, in the form approved and presented by the County Attorney on July 7, 2020;
- b. Peak View Subdivision SIA approved herewith;
- c. On-Site Stormwater Drainage Easement approved herewith;
- d. Off-Site Stormwater Drainage Easement in the form approved and presented by the County Attorney on July 7, 2020;

2. Owner shall revise the Phase 1 Final Plat prior to recording the same to designate eighty percent (80%) of the Lots in Phase 1 as HDHO Lots which shall be deed restricted in accordance with the High Density Housing Overlay requirements of LUC Section 4.7, the Peak View Subdivision Master Plan, and the Development Agreement;

3. Owner shall submit a revised OPC which includes the cost to complete required improvements for the Spanish Valley Drive Multi-Use Pathway and to Spanish Valley Drive, which OPC shall be approved by the County Engineer prior to his signature on the Phase 1 Final Plat and attached to the SIA prior to recording;

4. Owner shall submit an infrastructure improvement bond in the amount of 125% of the OPC for required public improvements prior to recording the Phase 1 Final Plat, which shall include the Spanish Valley Drive Multi-Use Pathway and Spanish Valley Drive;

5. Owner shall provide the County with a copy of the recorded deed containing the deed restriction, within 30 days of recording a deed of original conveyance of an HDHO Lot or Unit from Owner. to adopt a proposed resolution approving the Phase 1 Final Plat for the Peak View Subdivision, a high-density housing overlay, located at 3640 South Spanish Valley Drive

Motion Seconded by Gabriel Woytek

Discussion

- Christina discussed the documents. Christina noted the opinions of the road supervisor and county engineer that silt will be deposited on the adjacent property. The County Engineer agrees with Christina that the indemnification clause could potentially create problems for the county in the future.
- Greg discussed drainage issues and suggested mitigation is imperative
- Curtis asked about a possible future agreement

Substitute Motion by Curtis Wells to postpone action until a future date

Motion seconded by Jaylyn Hawks

Discussion

- Evan noted his hesitance to approve any indemnification that could potentially burden the tax payer
- Curtis noted the council can revisit a revised plan in the future
- Jaylyn noted her desire to see the project proceed and commended the developers for working with the county, but also noted her desire to not place any burden on the taxpayer.

- Wes Felice (developer attorney) noted the developer could present an alternative plan and noted the developer would like to remove the county from the issue by making the developer responsible for the drainage and not the county
- Curtis noted the motion on the floor.

Motion Passes 6-1 Evan Clapper opposed

Consent Agenda

- H. Approving 2020 surplus of Grand County Search and Rescue equipment (Nancy May GCSAR Administrative Assistant and Cody E. McKinney Fleet Manager for Grand County)
- I. Adopting proposed resolution amending Resolution No. 3215 updating the Safety and Accident Review Committee membership with the Assistant Council Administrator serving as a voting member and the Vice-Chair

Presentation

Motion by Jaylyn Hawks

Motion Seconded by Greg Halliday

Discussion

Jaylyn noted some minor wording changes/edits

Motion Passes 6-0. Paxman absent.

Discussion Items

- J. Calendar items and public notices (Mallory Nassau, Assistant Council Administrator)

Mallory discussed upcoming events.

- Elaine has been running special events
- Rally on the Rocks cancelled
- Outerbike cancelled

Jaylyn noted that the small area plan should perhaps consider a moratorium for development in the area until the plan is in place.

Evan noted there are two new hospitalizations for COVID-19 and would like an update from the hospital at the next meeting.

Evan supports reviewing some of the special service districts status.

Greg noted there is a new member for the transportation district – voting is on the agenda for the 4th.

Public Hearings- Possible Action Items (none at this time)

Closed Session(s) (if necessary) (none at this time)

Adjourn

Chair McGann adjourned the meeting at 5:49 pm.

GRAND COUNTY COUNCIL:

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor



GRAND COUNTY COUNCIL MEMBERS
Mary McGann (Chair) · Jaylyn Hawks (Vice Chair)
Evan Clapper · Greg Halliday · Rory Paxman
Curtis Wells · Gabriel Woytek

August 4, 2020

Re: Moab Regional Hospital USDA-Rural Development Direct & Guaranteed Community Facilities loan applications

To Whom It May Concern:

This letter is in support of Moab Regional Hospital applying for USDA funds to expand their medical office building and hospital. The loans will provide funding for adding space to meet the significant growth in healthcare utilization that the area has experienced in the last nine years since the hospital opened, as well as to meet the health needs of the community identified in the recent Community Health Needs Assessment.

The additional space will provide the following:

- Expand the Emergency Department to handle the significant increase in volume the area has experienced with the rise in recreational tourism.
- Build an Addiction Medicine space to care for patients with Alcohol and Substance Use Disorders, which has been identified as the number one community health issue in the last three Community Health Needs Assessments.
- Allow the hospital to expand their Urgent Care services and locate them in an area that creates staffing efficiencies to lower the cost of care.
- Provide space for additional visiting specialists and family practice providers.
- Develop an on-site pharmacy, which will allow patients to fill prescriptions seven days a week and after-hours.
- Provide an on-site employee daycare. Access to daycare is extremely limited, and makes recruiting healthcare workers to the community very difficult.
- Add an additional surgical suite, ancillary services space, and expand the Outpatient Nursing area where wound care and chemotherapy are provided.

Moab Regional Hospital is committed to providing high-quality care and a robust line of services. We are grateful for their equal commitment to reducing financial barriers and keeping prices low. In addition to the expansion, the USDA funding will be used to restructure existing debt that was financed during the last recession at a high rate. This project will result in a significant monthly savings that can be used to reduce healthcare costs, provide expanded community health services, and keep our rural, independent, non-profit community hospital strong.

Thank you for your consideration of their loan request.

Sincerely,

Mary McGann
Chair of the Grand County Council



Grand County

EXECUTIVE ORDER

Extending a State of Local Emergency Due to Infectious Disease COVID-19 Novel Coronavirus

WHEREAS, on January 21, 2020, the Utah Department of Health activated its Department Operations Center in response to the evolving global outbreak of novel coronavirus;

WHEREAS, the Utah Department of Health recognizes COVID-19 as a threat to the health and safety of the residents of Utah;

WHEREAS, the Utah Department of Health, local health departments, and health and medical partners have activated response plans and protocols to prepare for the likely arrival of the virus in Utah;

WHEREAS, these partners have also worked to identify, contact, and test individuals in the State of Utah who have been potentially exposed to COVID-19 in coordination with the United States Centers for Disease Control and Prevention (CDC);

WHEREAS, proactively implementing mitigation measures to slow the spread of the virus is in the best interests of the state of Utah and its people;

WHEREAS, COVID-19, a respiratory disease that can result in serious illness or death, is caused by the SARS-Co V-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and is easily transmissible from person to person;

WHEREAS, the CDC identifies the potential public health threat posed by COVID-19 both globally and in the United States as "high," and has advised that person-to-person transmission of COVID-19 will continue to occur globally, including within the United States;

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services Secretary Alex Azar declared a public health emergency for COVID-19, beginning on January 27, 2020;

WHEREAS, on February 28, 2020, the State Emergency Operations Center raised its activation level to Level 3 - Elevated Action and the Utah Division of Emergency

Management and Department of Health activated a Joint Information System for public information;

WHEREAS, on March 6, 2020, Governor Gary Herbert issued a The Declaration of State Emergency for the state of Utah;

WHEREAS, on March 10, 2020, Grand County’s chief executive officer declared a State of Local Emergency due to COVID-19 under the Utah Disaster Response and Recovery Act;

WHEREAS, on March 16, 2020, Utah Governor Gary Herbert established a “Utah Leads Together Plan,” which Plan outlines an “urgent” planning phase beginning March 16 and continuing for 8-12 weeks;

WHEREAS, on March 16, 2020, the Southeastern Utah Health Department (SEUHD) enacted a comprehensive Public Health Order suspending or curtailing a variety of business activities within Carbon, Emery, and Grand Counties to combat the spread of COVID-19, which Order was amended on March 31, 2020;

WHEREAS, on March 21, 2020, the Utah Supreme Court signed its Administrative Pandemic Order closing all Utah courts to in-person appearances until June 1, 2020, and has since been extended to the present time;

WHEREAS, on August 3, 2020, SEUHD confirmed ninety three (93) positive cases of COVID-19 in within its boundaries, including four hospitalizations;

WHEREAS, as of August 3, 2020, CDC data indicates there are 41,175 confirmed cases of COVID-19, and 313 related deaths in the State of Utah;

WHEREAS, the Utah Department of Public Safety, Division of Emergency Management, State Emergency Operations Center, is coordinating resources across state government to support the Utah Department of Health and local officials in alleviating the impacts to people, property, and infrastructure, and is assessing the magnitude and long-term effects of the incident with the Utah Department of Health;

WHEREAS, the State of Utah has implemented the Utah COVID-19 Community Task Force to coordinate the response to the incident throughout the entire state and among all levels of government;

WHEREAS, Moab Regional Hospital has limited resources to treat severe or serious cases in the event of sustained community transmission of COVID-19 in Moab, Utah;

WHEREAS, Moab Regional Hospital and the Canyonlands Care Center, Moab’s only senior care facility, are located within the same facility, thereby increasing risk of illness or death for Grand County’s most vulnerable population;

WHEREAS, more than three (3) million visitors, national and international, travel to Grand County each year, increasing the risk of a local COVID-19 outbreak;

WHEREAS, the circumstances of a local COVID-19 outbreak may exceed the capacity of the services, personnel, equipment, supplies and facilities of Grand County, and require the combined forces of a mutual aid region or regions to combat; and

WHEREAS, Governor Gary Herbert has designated Grand County as being at “Moderate Risk” as defined by the “Utah Leads Together Plan”, which requires extreme caution and significant mitigation measures; and

WHEREAS, on July 7, 2020 Grand County signed a Joint Amended Public Health Order with the Southeastern Utah Health Department lasting through August 20, 2020; and

WHEREAS, these conditions do create a continuing “Local State of Emergency” within the intent of the Disaster Response and Recovery Act found in Title 53, Chapter 2a of the Utah Code Annotated 1953, as amended;

NOW, THEREFORE, the Grand County Council, and its Chief Executive Officer, Mary Mullen McGann, hereby renew Grand County’s “Local State of Emergency” for an additional 62 days, which renewal shall be reviewed on October 6, 2020;

IN WITNESS WHEREOF, we have hereunto set my hand and caused to be affixed the Seal of Grand County, Utah on this the 4th day of August, 2020 in the City of Moab, Utah.

Mary Mullen McGann
Chief Executive Officer and
Chair, Grand County Council

ATTEST:

Quinn Hall
Grand County Clerk-Auditor

July 14, 2020

Grand County Council
125 E. Center Street
Moab, UT 84532

Re: Grand County Transportation Special Services District Recommendation Letter

Dear Grand County Council Members:

The Grand County Transportation Special Services District received 1 application for 1 open vacancy. The Grand County Transportation Special Service District met in an open meeting on July 14, 2020, and interviewed the candidate, Archie Walker. At that meeting, board members voted unanimously to recommend Archie Walker to the board until term ending 12/31/2024.

Thank you,

The Grand County Transportation Special Service District Board.



Board and Commission Application and Certification Form

Instructions: Complete and sign this form and return it to Grand County Council Office, 125 E. Center St., Moab, UT 84532; fax: 435-259-2574; or council@grandcountyutah.net

Board or Commission Applied For: Grand County Transportation Special Service District

Name: Archie Walker

Mailing Address: _____

City: Moab State: UT ZIP Code: 84532

Day Phone: _____ Email Address: _____

In what year did you establish your current residency in Grand County? 2013
(residency is required for all Boards; some District boards require residency within the District, which may not include Moab City limits; **two** years' residency prior to assuming board membership is required for Planning Commission)

If not Grand County, which county do you reside in? (applicable for Historical Preservation Commission and Housing Authority of Southeastern Utah) _____

Occupation or professional training: Building Contractor

List your work experience that is relevant to your application for a position on the Board or Commission for which you are applying (if needed, attach a separate page):

life long resident of Grand County.

worked Law enforcement 27 yrs

Fire 28 yrs

Ems 19 yrs

General Contractor 21 yrs -

I know county quite well

List your non-work experience that is relevant to your application for a position on the Board or Commission for which you are applying:

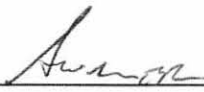
Known to Hunt - ATV - UTV - 4x4 -
Business owner
Property owner

CERTIFICATION

I have read Resolution No. 3184, I understand the eligibility requirements for serving on the above-named Board or Commission, and I certify, that all the information on this form is true and correct.

Additionally, I have read and understand the County's Professional Ethics and Conflict of Interest Ordinance No. 593 (2019), including my duty to disclose non-restricted conflicts of interest prior to relevant discussions and votes and recuse myself from discussions and votes involving my restricted conflicts of interest.

If appointed, I agree to faithfully attend the meetings and adhere to the State law, County resolution and ordinance, and the Bylaws that govern the Board or Commission on which I am appointed to serve. .

Signature:  Date: 11 June 2020

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

AUGUST 4, 2020

Agenda Item: G

TITLE:	Approving amended job description for the “Travel Council Director” position to include economic development duties, re-title Economic Development Director, and reclassify the pay Grade from 14 to 16 (Chris Baird, Council Administrator)
FISCAL IMPACT:	None – There has been a reciprocal reduction in the P&Z Director’s position
PRESENTER(S):	Chris Baird

Prepared By:

Chris Baird

FOR OFFICE USE ONLY:

Attorney Review:

N/A

SUGGESTED MOTION:

I move to approve the amended job description for the “Travel Council Director” to include economic development duties, re-title to “Economic Development Director”, and reclassify the pay Grade from 14 to 16, retro-active to July 12th.

BACKGROUND:

As per a prior decision to remove economic development duties from the former Community and Economic Development position (re-titled to Planning and Zoning Director), the Travel Council Director’s job description is proposed to include these economic development duties. The position is also proposed to be re-titled to “Economic Development Director” to reflect the broader scope of duties, and also the potential future organizational restructuring creating a Grand County Economic Development Department. This new department to include both tourism and diversified economic development duties. Several other Counties have employed a similar model successfully.

In anticipation for this action, and to ensure a smooth transition with no economic development interruptions, Elaine Gizler began training for and taking on these new duties multiple weeks prior this meeting. Hence the retro-active application of the reclassification.

In the future it will likely be necessary to amend other travel council staff’s job descriptions to reflect a new department. However, at this time Grand County only has the resources to provide general fund money for the Director’s activities (TRT can’t be used for the proportion of time spent on diversified economic development). Elaine would also like some time to become acquainted with the duties prior to redrafting her staff’s job descriptions.

ATTACHMENT(S):

Proposed Job Description for “Economic Development Director”

Grand County

Job Description

Title: Economic Development Director	Job Code: 2700
Division: Administration	Effective Date: 7/2019
Department: Economic Development	Last Revised: 7/2020

GENERAL PURPOSE

Performs a variety of **complex administrative, managerial, and professional** duties related to planning, organizing, directing and coordinating the Economic Development Department of Grand County to promote economic diversification, tourism, travel, recreation, film, and event/convention activities. Manages the State-Funded Thompson Welcome Center.

SUPERVISION RECEIVED

Works under the general direction of the Council Administrator and/or Assistant Council Administrator.

SUPERVISION EXERCISED

Provides close supervision to the Economic Development Department Staff, volunteers, contractors, and Thompson Welcome Center staff.

ESSENTIAL FUNCTIONS

Managerial and Administration: Performs various day-to-day managerial and administrative functions; monitors and manages annual budgets for the Economic Development Department including the Moab Area Travel Council, the Thompson Welcome Center, and various diversified Economic Development grants and activities; writes and runs reports; makes policy and procedure recommendations and implements upon approval; reviews and approves accounts payable; monitors general accounting functions.

Tracks and analyzes multiple economic -based statistics; develops and implements programs for business development, advertising and publicity, promotions of recreational scenic and tourism attractions and information sources, develops advertising plans, oversees the internet, and implements educational programs and materials for the benefit of tourists and citizens. Administers a state contract for the Thompson Welcome Center; serves as the principal staff liaison to the Economic Development Advisory Board and the Travel Council Advisory Board.

Economic Development: Prepares, maintains, updates and implements the economic development elements of the County's General Plan, including metrics used to monitor and evaluate economic development. Facilitates economic development through capacity building, expansion and retention of existing local enterprises, and administration of federal, State, and other programs and grants. Writes grants and pursues other opportunities associated with economic development.

Identifies industry sector and occupational opportunities for economic development. Collaborates with representatives from the State, City and County (including Canyonlands Field), USU Moab, Moab Area Chamber of Commerce, Moab Small Business Development Center (SBDC), Southern Utah Realtors Association, Utah Guides and Outfitters, and others.

Responds to inquiries regarding local and regional economic data, trends, and resources, such as industrial and commercial development opportunities, economic health, and property tax. Provides information services on matters of economic health, property tax issues, economic and real estate trends, and regional, domestic, and international development.

Monitors State legislation related to economic development and apprises County stakeholders.

Oversees the relationship between the Utah State Tax Commission and the Travel Council staff for obtaining the Transient Room Tax collection reports, validating the reports for accuracy and completeness, reporting discrepancies to the Utah State Tax Commission, and following up with the Utah State Tax Commission to ensure accuracy of information. Oversees Over Night Rental Compliance with Host Compliance. Collecting reports, validating the reports to ensure compliance and accuracy of information.

Grant Funding: Prepare and submits grant applications with the Governor's Office of Economic Development, the Economic Development Corp of Utah, the Utah Office of Outdoor Recreation, the Utah Office of Tourism, the Utah Arts Council, and others as monies become available for local economic development projects and events; manages awarded grants to ensure compliance with grantor conditions and requirements; prepares and submits various periodic reports as required.

Public/Departmental Relations: Attends various domestic and international professional shows to promote Grand County; develops and oversees Familiarization Tours and public relations; participates in local and regional committees and boards; represents the Economic Development Department, the Travel Council and the County with public, private, and government offices and staff to promote the County;

oversees the management of special event permitting processes; serves on boards. Works with National Parks, BLM, and other public land agencies to assist in providing the public with updates as well as participating in meetings and committees.

Promotes economic development within Grand County; creates and implements advertising campaigns centered on events designed to increase and enhance local event opportunities for the residents of the County; develops working relationships with local event organizers and other tourism organizations throughout the state of Utah. Creates the annual marketing plan, monitors status, and allocates appropriate proportions for administration and marketing.

Serve as liaison between local non-profit organizations, civic groups, and other government entities and the County in efforts to promote economic diversification and keep communication lines open; sits on event committees throughout the County as needed.

Works closely with local businesses facilities to help promote local economic diversification; includes local establishments in ads and promotions; directs the creation of and oversee the distribution of the annual visitor's guide for the County; directs the creation of other publications as needed to promote the area; develops "request for bid" documents in order to ensure that each publication is within budget; works closely with printing companies to ensure that the materials are edited, approved, and printed in a timely manner; oversees paid ad placement in magazines, social media and newspapers promoting general tourism and events being held locally; uses desktop publishing software to create an ad or works closely with publication personnel; ensures that the ad is placed appropriately and as planned

Staffing & Personnel Management: In conjunction with the Personnel Services Director and Council Administrator, recruits, hires, disciplines, and dismisses department employees; assign personnel and equipment to maintain scheduled operations; oversees the training of personnel in the operation of equipment; establishes priorities for equipment repair and purchase; oversees record keeping of all work performed, hours worked by individual employees, time records for departmental payroll, leave records.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Graduation from college with a bachelor's degree in economics convention and/or hospitality management, sales and marketing, business administration, public administration, or a related field;

AND

- B. Six (6) years of experience directly related to the economic development or travel industry, convention and/or hospitality management with sales and marketing responsibilities or hospitality programming; Four (4) of which in a supervisory capacity

OR

- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Thorough knowledge of Grand County and its tourism potential in relation to outdoor recreation, economic development and diversification principles, ; lodging industry; economic development and tourism at the local, state, and national level; advertising, design, layout and copywriting ; the methods and techniques of developing and operating public convention and hospitality management and sales and marketing programs; various software applications, i.e., Windows, WordPerfect, PowerPoint, Word, and Excel, etc.; graphic design methods and practices related to advertising, design, layout and copywriting; public speaking; fiscal management and budget development; general office maintenance and practices; grantsmanship, business and technical writing; interpersonal communication skills; public relations; the policies and procedures of the county; pertinent federal, state and local laws, codes and regulations; transient room tax laws; principles of management, supervision and employee motivation.

Thorough skill in the art of diplomacy, cooperative problem solving and lobbying; use of office equipment, i.e. personal computer, phone, fax, adding machine, copy machine, scanner, digital camera, etc.; math skills, English and grammar skills; the use of audio visual equipment.

Ability to track economic indicators and how those indicators are affected by programs, events, and advertising efforts sponsored and directed by Grand County, identifying, planning, and conducting business and special interest group conferences; manage, administer and direct a large and comprehensive marketing program; analyze problems, identify solutions and project consequences of proposed actions; operate personal computer in utilizing various programs to produce or compose marketing materials, formal documents, proposals, reports and records; develop and administer departmental goals, objectives and procedures; prepare and present budget estimates; perform bookkeeping and be able to balance budgets; direct, motivate, develop, and evaluate subordinates; communicate effectively verbally and in writing; develop effective working relationships with supervisors, fellow employees, and the public; work independently and deal effectively with considerable stress caused by workload and time deadlines; identify and respond to sensitive community and organization issues; exercise initiative and independent judgment and to act resourcefully under varying conditions.

3. Special Qualifications:

Must possess a valid state of Utah driver's license.

4. Work Environment:

Incumbent of the position performs in a typical office setting with appropriate climate controls. Tasks require variety of physical activities, not generally involving muscular strain, related to walking, standing, stooping, sitting, and reaching. Moderate lifting (35 pounds) is a recurring need. Hand-eye coordination is necessary to operate computers, audio visual equipment and various pieces of office equipment. Mental application utilizes memory for details, listening, patience, verbal instructions, emotional stability, discriminating thinking and creative problem solving. Frequent travel required in normal course of job performance.

* * * * *

Disclaimer: The above statements describe the general nature, level, and type of work performed by the incumbent(s) assigned to this classification. They are not intended to be an exhaustive list of all responsibilities, demands, and skills required of personnel so classified. Job descriptions are not intended to and do not imply or create any employment, compensation, or contract rights to any person or persons. Management reserves the right to add, delete, or modify any and/or all provisions of this description at any time as needed without notice. This job description supersedes earlier versions.

I _____ have reviewed the above job description. Date _____
(Employee)

INCLUDE
PICTURE

Grand County Job Description

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Title:	_____ Economic Development Director Travel Council Executive Director
Job Code:	2700
Division:	Administration
Effective Date:	9/2017 7/2019
Department:	Moab Area Travel Council Economic Development
Last Revised	_____ Last Revised: 7/2020

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GENERAL PURPOSE

Performs a variety of **complex administrative, managerial, and professional** duties related to planning, organizing, directing and coordinating the ~~Economic Development Department of Travel Council~~ of Grand County to promote ~~economic diversification, tourism~~ diversification, tourism, travel, recreation, ~~film, and event~~ convention activities. Manages the ~~State Funded~~ Thompson Welcome Center, ~~that is state-funded through Canyonlands Travel Region.~~

SUPERVISION RECEIVED

Works under the general direction of the Council Administrator ~~and/or Assistant Council Administrator.~~

SUPERVISION EXERCISED

Provides close supervision to the ~~Administrative Assistant, Information and Events Planner, and Information specialist/Graphic Designer~~ Economic Development Department Staff, volunteers, ~~and~~ contractors, ~~and~~ Thompson Welcome Center staff.

ESSENTIAL FUNCTIONS

Managerial and Administration: Performs various day-to-day ~~managerial and~~ administrative functions; ~~prepares, negotiates and administers departmental budget;~~ monitors and manages annual budgets for the ~~Economic Development Department including the Moab Area~~ Travel Council, the Thompson Welcome Center, ~~and various diversified Economic Development grants and activities;~~ ~~ensures compliance with established budget limitations;~~ writes and runs reports; makes policy and procedure recommendations and implements upon approval; reviews and approves accounts payable; monitors general accounting functions.

Tracks and analyzes multiple ~~economic, tourism~~-based statistics; develops and implements programs for ~~business development,~~ advertising and publicity, promotions of recreational scenic and tourism attractions and information sources, ~~tacks and analyzes multiple tourism-based statistics;~~ develops ~~advertising~~ advertising plans, oversees the internet, and implements ~~tourism-related~~ educational programs and materials for the benefit of tourists and citizens. Administers a state contract for the Thompson Welcome Center; serves as the ~~principal~~ principle staff liaison to the ~~Economic Development Advisory Board and the~~ Travel Council Advisory Board.

Economic Development: Prepares, maintains, updates and implements the economic development elements of the County's General Plan, including metrics used to monitor and evaluate economic development. Facilitates economic development through capacity building, expansion and retention of existing local enterprises, and administration of federal, ~~and~~ State, and other programs and grants. ~~Writes grants and pursues other opportunities associated with economic development~~

Identifies industry sector and occupational opportunities for economic development. Collaborates with representatives from the State, City and County (including Canyonlands Field), USU Moab, Moab Area Chamber of Commerce, Moab Small Business Development Center (SBDC), Southern Utah Realtors Association, Utah Guides and Outfitters, and others.

Responds to inquiries regarding local and regional economic data, trends, and resources, such as industrial and commercial development opportunities, economic health, and property tax. Provides information services on matters of economic health, property tax issues, economic and real estate trends, and regional, domestic, and international development.

Monitors State legislation related to economic development and apprises County stakeholders.

Prepare and submits grant applications with the Utah Office of Tourism, the Utah Arts Council and others as monies become available for local tourism-based projects and events; manages awarded grants to ensure compliance with grantor conditions and requirements; prepares and submits various periodic reports as required.

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Oversees the relationship between the Utah State Tax Commission and the Travel Council staff for obtaining the Transient Room Tax collection

reports, validating the reports for accuracy and completeness, reporting discrepancies to the Utah State Tax Commission, and following up with the Utah State Tax Commission to ensure accuracy of information. Oversees Over Night Rental Compliance with Host Compliance. Collecting reports, validating the reports to ensure compliance and accuracy of information of information.

Grant Funding: Prepare and submits grant applications with the Governor's Office of Economic Development, the Economic Development Corp of Utah, the Utah Office of Outdoor Recreation, the Utah Office of Tourism, the Utah Arts Council, and others as monies become available for local tourism-based-economic development projects and events; manages awarded grants to ensure compliance with grantor conditions and requirements; prepares and submits various periodic reports as required.

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Public/Departmental Relations: Attends various domestic and international professional shows to promote Grand County; develops and oversees Familiarization Tours and public relations; participates in local and regional committees and boards; represents the Economic Development Department, the Travel Council and the County with public, private, and government offices and staff to promote the County; oversees the management of special event permitting processes; serves on boards. Works with National Parks, BLM, and other public land agencies to assist in providing the public with updates as well as participating in meetings and committees.

Promotes economic development within Grand County through general and event based tourism; creates and implements advertising campaigns centered on events designed to increase and enhance local event opportunities for the residents of the County; develops working relationships with local event organizers and other tourism organizations throughout the state of Utah. Creates the annual marketing plan, monitors status, and allocates appropriate proportions for administration and marketing.

Serve as liaison between local non-profit organizations, civic groups, and other government entities and the County in efforts to promote tourism economic diversification and keep communication lines open; sits on event committees throughout the County as needed.

Works closely with local lodging-businesses facilities to help promote local tourism economic diversification; includes local establishments in ads and promotions; directs the creation of and oversee the distribution of the annual visitor's guide for the County; directs the creation of other publications as needed to promote the area; develops "request for bid" documents in order to ensure that each publication is within budget; works closely with printing companies to ensure that the materials are edited, approved, and printed in a timely manner; oversees paid ad placement in magazines, social media and newspapers promoting general tourism and events being held locally; uses desktop publishing software to create an ad or works closely with publication personnel; ensures that the ad is placed appropriately and as planned.

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Staffing & Personnel Management: In conjunction with the Personnel Services Human Resource Director and Council Administrator, recruits, hires, disciplines, and dismisses department employees; assigns personnel and equipment to maintain scheduled operations; oversees the training of personnel in the operation of equipment; establishes priorities for equipment repair and purchase; oversees record keeping of all work performed, hours worked by individual employees, time records for departmental payroll, leave records.

MINIMUM QUALIFICATIONS

1. Education and Experience:

- A. Graduation from college with a bachelor's degree in economics, convention and/or hospitality management, sales and marketing, business administration, public administration, or a related field;
- AND
- B. Four-Six (64) years of experience directly related to the economic development or travel industry, convention and/or hospitality management with sales and marketing responsibilities or hospitality programming; Four (4) of which in a supervisory capacity
- OR
- C. An equivalent combination of education and experience.

2. Knowledge, Skills, and Abilities:

Thorough knowledge of Grand County and its tourism potential in relation to outdoor recreation, economic development and diversification principles, general activities and local events; lodging industry; economic development and tourism at the local, state, and national level; advertising, design, layout and copywriting/copy writing; the methods and techniques of developing and operating public convention and hospitality management and sales and marketing programs; various software applications, i.e., Windows, WordPerfect, PowerPoint, Word, and Excel, etc.; graphic design methods and practices related to advertising, design, layout and copywriting; public speaking; fiscal management and budget development; general office maintenance and practices; grantsmanship, business and technical writing; interpersonal communication skills; public relations; the policies and procedures of the county; pertinent federal, state and local laws, codes and regulations; transient room tax laws; principles of management, supervision and employee motivation.

Thorough skill in the art of diplomacy, cooperative problem solving and lobbying; use of office equipment, i.e. personal computer, phone, fax, adding machine, copy machine, scanner, digital camera, etc.; math skills, English and grammar skills; the use of audio visual equipment.

Ability to track economic indicators and how those indicators are affected by programs, events, and advertising efforts sponsored and directed by Grand County, identifying, planning, and conducting business and special interest group conferences; manage, administer and direct a large and comprehensive marketing program; analyze problems, identify solutions and project consequences of proposed actions; operate personal computer in utilizing various programs to produce or compose marketing materials, formal documents, proposals, reports and records; develop and administer departmental goals, objectives and procedures; prepare and present budget estimates; perform bookkeeping and be able to balance budgets; direct, motivate, develop, and evaluate subordinates; communicate effectively verbally and in writing; develop effective working relationships with supervisors, fellow employees, and the public; work independently and deal effectively with considerable stress caused by workload/work-load and time deadlines; identify and respond to sensitive community and organization issues; exercise initiative and independent judgment and to act resourcefully under varying conditions.

3. Special Qualifications:

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I _____ have reviewed the above job description. Date _____
(Employee)

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AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

AUGUST 4, 2020

Agenda Item: H

TITLE:	Approving the filing of cross-appeals to 2020 appeals filed by taxpayers subject to central assessment, including PacifiCorp
FISCAL IMPACT:	N/A
PRESENTER(S):	Chris Kauffman, County Treasurer

Prepared By:

Christina Sloan,
 County Attorney
 and Chris
 Kauffman, County
 Treasurer

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to approve the filing of cross-appeals to 2020 appeals filed by taxpayers subject to central assessment, including PacifiCorp.

BACKGROUND:

“Centrally assessed properties” are those assessed by the Utah State Tax Commission instead of the local Assessor and associated with natural resource usage, public utilities, or transportation. Properties can be taxed based on land, personal property and/or income generation. Examples of centrally assessed properties include, mining operations, oil/gas extraction, oil/gas pipelines, power/communication lines, rail lines and airlines.

If the owner of a centrally assessed property disagrees with the valuation that is placed on their property, they can appeal the valuation. The centrally assessed appeals process proceeds through State Courts and is different than the locally assessed appeals process that initially goes through the Board of Equalization. If centrally assessed property owners succeed in lowering their value through appeal, it generally means that the taxing entities will see a drop in tax revenue or have to issue a refund of taxes already paid. Taxing entities may institute a judgement levy that will recoup those lost taxes by increasing taxes in subsequent years. This has not been done in Grand County for many years. Successful appeals can also lead to the State Tax Commission issuing lower values in the future. This shifts the tax burden from centrally assessed properties onto residences and businesses.

Counties have had success in stopping or ameliorating valuation reductions through filing their own cross appeals and participating in the process. For 2019 alone, if all of the currently filed appeals were ruled in favor of the centrally assessed property owner, taxing entities in Grand County would lose approximately 1.6 million and Grand County’s portion would be approximately 363,000. A similar amount is at stake for 2018.

UAC has a website that tracks appeals by county and gives some rough estimates of impacts. You can sign up for an account at.

<https://centrallyassessed.uacnet.org/>

ATTACHMENT(S):

Proposed Resolution

PacifiCorp Cross Appeal, filed July 16, 2020

GRAND COUNTY, UTAH
RESOLUTION NO. _____

**APPROVING THE FILING OF CROSS-APPEALS TO 2020 APPEALS FILED BY
TAXPAYERS SUBJECT TO CENTRAL ASSESSMENT, INCLUDING PACIFICORP**

WHEREAS, Utah Code Ann. § 59-2-1007 allows a county to object to an assessment and request a hearing with the Utah State Tax Commission (“cross-appeal”) within sixty days from when an owner of a centrally assessed property objects and requests a hearing (“appeal”);

WHEREAS, PacifiCorp Inc. owns centrally assessed property in Grand County and has filed an appeal with the Utah State Tax Commission contesting their 2020 assessment; and

WHEREAS, it is in the best interest of the County that it file a cross-appeal so that the County can fully participate in the proceedings initiated by the owner(s), including subsequent appeals to the District Court or Utah Supreme Court arising from such proceedings, with the purpose to protect the County’s financial interests and the equality of the tax burdens of taxpayers within its jurisdiction.

NOW, THEREFORE, the GRAND COUNTY COUNCIL resolves that:

1. A cross-appeal should be filed by legal counsel and pursued in response to the appeals initiated by PacifiCorp Inc.;
2. The Grand County Council directs the prosecution of the cross-appeal under the advice of legal counsel, hereby authorizing Thomas W. Peters Esq., to file the necessary cross-appeals to protect the County’s interests;
3. The filing of a cross-appeal by Thomas W. Peters on July 16, 2020 before the Utah State Tax Commission is hereby ratified and approved; and
4. In the event an appeal by an owner not identified above is subsequently discovered, legal counsel is authorized to file a cross-appeal using his or her discretion to ensure timeliness, but such cross-appeal must be subsequently brought before the Council as soon as possible for ratification.

PASSED in an open meeting of the Grand County Council on August 4, 2020 by the following vote:

Aye:
Nay:
Absent:

GRAND COUNTY COUNCIL

Mary McGann, Chair

ATTEST:

Quinn Hall
County Clerk/Auditor

THOMAS W. PETERS - 8856
PETERS | SCOFIELD
A Professional Corporation
7430 Creek Road, Suite 303
Sandy, UT 84093
Telephone: (801) 322-2002
Facsimile: (801) 912-0320
Email: twp@psplawyers.com

Attorneys for the Petitioning Counties

BEFORE THE UTAH STATE TAX COMMISSION

BEAVER COUNTY, BOX ELDER COUNTY,
CARBON COUNTY, DAGGETT COUNTY,
EMERY COUNTY, GRAND COUNTY, IRON
COUNTY, MILLARD COUNTY, MORGAN
COUNTY, RICH COUNTY, SAN JUAN
COUNTY, SUMMIT COUNTY AND TOOELE
COUNTY,

Petitioners,

-vs-

PROPERTY TAX DIVISION OF THE UTAH
STATE TAX COMMISSION *EX REL.*,
PACIFICORP INC., AND AFFECTED
COUNTIES

Respondent.

**PETITIONING COUNTIES OBJECTION,
REQUEST FOR HEARING AND PETITION FOR
REDETERMINATION**
(Cross Appeal)

Appeal No. 20-1050

Tax Year: 2020
(Lien Date January 1, 2020)

Property Type:
Centrally Assessed

Pursuant to UTAH CODE ANN. § 59-2-1007 and Tax Commission Rule R861-1A-20, Beaver County, Box Elder County, Carbon County, Daggett County, Emery County, Grand County, Iron County, Millard County, Morgan County, Rich County, San Juan County, Summit County and Tooele County (the "Counties"), by and through counsel, submit the following Objection, Request for Hearing and Petition for Redetermination

("Petition") with respect to the 2020 assessment of the property of PACIFICORP INC., (the "Taxpayer" or "PacifiCorp") by the Property Tax Division of the Utah State Tax Commission (the "Division").

This Petition is primarily filed for protective purposes because the amendments to UTAH CODE ANN. § 59-2-1007, effective as of January 1, 2016, are not clear as to the standing of the Counties as a party in the objection ("appeal") initiated by the Taxpayer. The Counties contend that they already have standing as a party to the Taxpayer's appeal, but this Petition ensures such standing.

In support of the objection, request and petition the Counties represent as follows:

1. Petitioners in this action are the above-named Counties. The Counties are represented by counsel and may be contacted at the address and telephone number listed above.

- a. The affected counties, as identified on the Tax Commission appeal form filed herewith are necessary/indispensable parties to these proceedings and it is anticipated that they may join in this action at a later date.

2. The tax at issue is the ad valorem tax of the Taxpayer's centrally assessed properties for the tax year 2020 (January 1, 2020 lien date). The Utah value of the Taxpayer's properties, as assessed by the Division, is \$7,053,498,290.

3. On or about May 18, 2020, the Taxpayer filed an objection and requested a hearing ("Taxpayer's Appeal"). The Taxpayer's Appeal was assigned Appeal No. 20-1050.

4. The Counties bring this Petition pursuant to the provisions of UTAH CODE

ANN. § 59-2-1007 and Tax Commission Rule R861-1A-20. Further, the Counties assert that the value placed on the Taxpayer's property by the Division does not represent the full fair market value of the property, as required by Article XIII, §§ 2 and 3 of the Utah Constitution and UTAH CODE ANN. § 59-2-201.

5. The Counties Objection, Request and Petition for Redetermination is supported by the following facts and arguments contained herein. Further, the Counties anticipate that additional facts will be discovered during the course of these proceedings. The Counties reserve the right to amend and supplement this Objection, Request and Petition for Redetermination at such time as such additional facts are discovered.

6. The Utah Constitution requires that all taxable property be assessed according to its value, in money.¹ Statutory law implementing that mandate interprets "value" to mean "fair market value."² Fair market value is the value at which property changes hands between a willing buyer and a willing seller, in an arms'-length transaction, neither party being under any compulsion, and both being in possession of all relevant facts. Neither the constitution nor the statutes governing taxation require the Division to assess property in such a way that the value determined will be a conservative estimate of the fair market value. The value at which property is taxed should represent, as closely as possible, the fair market value in order to ensure that all property bears its fair share of the tax burden. A conservative approach to valuation of

¹ ARTICLE XIII, §§ 2(1) and 3(1).

² UTAH CODE ANN. § 59-2-103(1).

centrally-assessed property is not authorized under Utah law.

7. The Counties submit that Tax Commission Rule R884-24P-62 (the "Rule") is defective, on its face, in that it does not comply with constitutional and statutory mandates which require property to be assessed equally and at its fair market value. As applied, the Rule is discriminatory and violates the equal protection guarantees of the United States and Utah State Constitutions. The terms "market value" and "fair market value" presuppose a value conclusion based on current evidence from markets in which the subject property is traded.

8. As the Rule is applied by the Division, it precludes assessments from being made at fair market value; violates uniformity provisions of the Utah Constitution; and discriminates against locally assessed properties, illegally and unfairly shifting the tax burden to local commercial, industrial, and residential properties.

9. The Counties specific objections to the Division's value conclusion and the methodology employed by the Counties in arriving at an alternate value are discussed below:

a. The Division has made improper deductions in the cost and income indicator. The deductions and weighting result in an undervaluation of the PacifiCorp's property for Utah assessment purposes.

b. Any property that was provided by others that is titled in the name of PacifiCorp should have been included in the assessment.

c. There should not be a deduction for accumulated deferred income taxes in the cost approach.

d. There should not be a deduction for contributions in aid of construction.

e. The Division's valuation fails to perform and give consideration to traditional market indicators of value, which violates general appraisal principles and effectively understates the fair market value of the subject property. The terms "market value" and "fair market value" presuppose a value conclusion based on current evidence from markets in which the subject property is traded.

f. The Division's treatment of this taxpayer is erroneous.

g. The Division failed to place any weight on its Modified Rule 62 Cost Indicator, which more reasonably approximates fair market value for this taxpayer.

h. The Division failed to place any weight on its Modified Rule 62 Income Indicator, which more reasonably approximates fair market value for this taxpayer.

10. The Counties submit that, after adjusting the Division's value to correct the errors identified above, the fair market value of the subject property as of the January 1, 2020 lien date should be at least \$7,500,000,000 for the Utah value, or as determined after appraisals and other information are exchanged in this matter.

WHEREFORE, the Counties requests that the Tax Commission enter an order determining the Utah taxable value of PacifiCorp's properties to be at least \$7,500,000,000, in accordance with the mandate of Article XIII, §§ 2 and 3 of the Utah Constitution, as implemented by the applicable laws of the State of Utah, or in such other amount as may be demonstrated by the Counties during these proceedings, and for such other and further relief as the Tax Commission may deem just and appropriate.

DATED this 16th day of July, 2020.

PETERS | SCOFIELD
A Professional Corporation

/s/ Thomas W. Peters
THOMAS W. PETERS
Attorneys for the Petitioning Counties

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing **PETITIONING COUNTIES OBJECTION AND REQUEST FOR HEARING AND PETITION FOR REDETERMINATION** was served, July 16, 2020, in the manner and upon the recipients named below:

<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Property Tax Division Utah State Tax Commission 210 North 1950 West Salt Lake City, UT 84116 taxappeals@utah.gov
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	PacifiCorp Inc. c/o David J. Crapo, Johnny Deeds 106 West 500 South, Suite 100 Bountiful, UT 84010 djcrapo@crapodeeds.com jtdeeds@crapodeeds.com
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	John McCarrey, Laron Lind Utah Attorney General's Office 160 East 300 South, Fifth Floor PO Box 140874 Salt Lake City, UT 84114-0874 jmccarrey@agutah.gov llind@agutah.gov mlombardi@agutah.gov
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Jill N. Zollinger Cache County Auditor 179 N Main #102 Logan, UT 84321 jill.zollinger@cachecounty.org
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Curtis Koch Davis County Auditor PO Box 618 Farmington, UT 84025 ckoch@co.davis.ut.us

<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>JoAnn Evans Duchesne County Auditor PO Box 910 Duchesne, UT 84021 jevans@duchesne.utah.gov</p>
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>Camille A. Moore Garfield County Auditor PO Box 77 Panguitch, UT 84759 camille.moore@garfield.utah.gov</p>
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>Karla Johnson Kane County Auditor 76 N Main St Kanab, UT 84741 clerkkj@kane.utah.gov</p>
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>Kali Gleave Piute County Auditor 550 North Main Junction, UT 84740 kgleave@piute.utah.gov</p>
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>Scott Tingley Salt Lake County Auditor 2001 S State St #N3300 Salt Lake City, UT 84190 stingley@slco.org</p>
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>Stacey Lyon Sanpete County Auditor 160 N Main St, #207 Manti, UT 84642 auditor@sanpetecountyutah.gov</p>
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	<p>Steven C. Wall Sevier County Auditor 250 N Main Richfield, UT 84701 scwall@sevier.utah.gov</p>

<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Michael Wilkins Uintah County Auditor 152 E 100 N, 2 nd Floor Vernal, UT 84078 mwilkins@uintah.utah.gov
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Utah County Auditor's Office c/o Amelia Powers 100 E Center St #3600 Provo, UT 84606 jessicamur@utahcounty.gov
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Cal Griffiths Wasatch County Auditor 25 N Main Street Heber, UT 84032 cgriffiths@wasatch.utah.gov
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Kim M. Hafen Washington County Auditor 197 E Tabernacle St St. George, UT 84770 kim.hafen@washco.utah.gov
<input type="checkbox"/> U.S Mail, postage prepaid <input type="checkbox"/> Hand Delivery <input type="checkbox"/> Via Electronic Court Filing <input checked="" type="checkbox"/> E-Mail	Ricky Hatch Weber County Auditor 2380 Washington Blvd., #320 Ogden, UT 84401 rhatch@co.weber.ut.us

/s/Thomas W. Peters
Thomas W. Peters

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

AUGUST 4, 2020

Agenda Item: I

TITLE:	Ratification of Memorandum of Understanding between Grand County and the BLM as a Cooperating Agency for Development of the Environmental Assessment for the December 2020 Competitive Oil and Gas Lease Sale Parcels in Grand County, Utah
FISCAL IMPACT:	N/A
PRESENTER(S):	Evan Clapper, Councilmember

Prepared By:

Christina Sloan,
County Attorney

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDATION:

I move to approve ratification of the Chair’s signature on the Memorandum of Understanding between Grand County and the Bureau of Land Management as a Cooperating Agency for Development of the Environmental Assessment for the December 2020 Competitive Oil and Gas Lease Sale Parcels in Grand County, Utah.

BACKGROUND:

Grand County requested cooperating agency status for the December 2020 Oil and Gas Sale, which status the BLM granted subject to Grand County executing the attached MOU.

According to Nicollee R. Gaddis-Wyatt, the Field Manager for the BLM Moab Field Office, the December lease sale only has one potential lease of 40 acres in the Bookcliffs – surrounded by other parcels already leased and developed. This parcel is still being vetted internally by the BLM but it was leased in the past and there doesn’t seem to be conflicts. There is an orphan well existing on this parcel so if leased the leasing company would be responsible for plugging this well instead of the BLM.

ATTACHMENT(S):

Signed MOU July 28, 2020

Memorandum of Understanding

Between

The United States Department of the Interior,

Bureau of Land Management,

Utah State Office

and

Grand County

as a Cooperating Agency

for Development of the Environmental Assessment for the December 2020 Competitive Oil and Gas Lease Sale for Parcels in Grand County, Utah

I. Introduction

This Memorandum of Understanding (“MOU”) establishes a cooperating agency relationship between the Bureau of Land Management’s **Utah State Office** (“BLM”) and Grand County (“Cooperator”) for the purpose of conducting an environmental assessment (“EA”) for the BLM’s December 2020 competitive oil and gas lease sale in Grand County, Utah.

The BLM is the lead federal agency assigned to complete the EA.

The BLM acknowledges that the Cooperator has special expertise applicable to the environmental assessment effort, as defined at 40 CFR 1508.26. This MOU describes responsibilities and procedures agreed to by Grand County as a Cooperating Agency and the BLM (“the Parties”).

The cooperating agency relationship established through this MOU shall be governed by all applicable statutes, regulations, and policies, including the Council on Environmental Quality’s National Environmental Policy Act (“NEPA”) regulations (in particular, 40 CFR 1501.6 and 1508.5), the Department of the Interior’s NEPA regulations (43 CFR Part 46), and the Department of the Interior’s Manual regarding NEPA (516 DM 2.5).

II. Purpose

The purposes of this MOU are:

- A. To designate Grand County as a Cooperating Agency in the BLM Utah State Office December 2020 competitive oil and gas lease sale NEPA process.
- B. To provide a framework for communication, cooperation, and coordination between the BLM and the Cooperator that will ensure successful completion of the EA in a timely, efficient, and thorough manner.
- C. To recognize that the BLM is the lead agency with responsibility for the completion of the Decision Record.

- D. To recognize that the Cooperator possesses valuable skills, resources, knowledge and/or expertise that will assist the BLM in completing the EA.
- E. To describe the respective responsibilities, jurisdictional authority, and/or expertise of each of the Parties in the NEPA process.

III. Authorities for the MOU

- A. The authorities of the BLM to enter into and engage in the activities described within this MOU include, but are not limited to:
 - 1. National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.).
- B. Regulations implementing the above authorities:
 - 1. Council on Environmental Quality regulations (40 CFR 1501 et seq.).
 - 2. Department of the Interior NEPA regulations (43 CFR Part 46).
- C. The authorities of Grand County to enter into this MOU include, but are not limited to:
 - 1. Title 17, Utah Statute (e.g. 17-50-302).
 - 2. Grand County Council Policies and Procedures.

IV. Roles and Responsibilities

- A. BLM Roles and Responsibilities:
 - 1. As lead agency, the BLM retains final responsibility for the NEPA process and the content of all documents associated with the process, including EAs and decision documents. Any BLM decisions associated with the EA apply only to BLM-administered lands and federal mineral estate. In meeting these responsibilities, the BLM will follow all applicable statutory and regulatory requirements.
 - 2. To the maximum extent possible, the BLM will consider the proposals, comments, recommendations, data, and/or analyses provided by the Cooperator in the NEPA process, consistent with its responsibilities as lead agency, giving particular consideration to those topics on which the Cooperator is acknowledged to possess special expertise.
 - 3. The BLM will provide the Cooperator an opportunity to discuss the NEPA process with the BLM Utah State Office Leasing Team, as requested. Meetings may be held in person, by teleconference, or by web meeting. The Cooperator may use such meetings to discuss data sharing and disagreements with the BLM regarding the environmental analysis, among other topics. The BLM may invite other Cooperating Agencies, at the BLM's sole discretion.

4. The BLM, as appropriate, will provide the Cooperator with copies of documents underlying the NEPA process relevant to the Cooperator's responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final EA to the fullest extent practicable after consideration of the effect such releases may have on the BLM's ability to withhold this information from other parties.

B. Cooperating Agency Roles and Responsibilities:

1. Grand County is a Cooperating Agency in the NEPA process for the BLM Utah State Office December 2020 competitive oil and gas lease sale for lands in Grand County, Utah and is recognized to have special expertise in certain areas related to the EA. The Cooperator will provide information, comments, and technical expertise, as well as the associated data and analysis supporting such submissions, to the BLM regarding those elements of the EA in which it has special expertise or for which the BLM requests its assistance. In particular, the Cooperator will provide information on the following topics:

a. Assisting the BLM in the identification of the issues and concerns to be addressed in the NEPA analysis.

b. Providing relevant data that may assist in the NEPA process. This data may include, but is not limited to, the following:

- Socioeconomics and impacts associated with oil and gas development; and
- Other such information which is deemed by the BLM to be relevant to the issues or data needs.

2. Based on the anticipated schedule for the NEPA process, extensions of time to review and provide comments on the draft or published EA will likely not be granted.

C. Responsibilities of the Parties:

1. The Parties agree to participate in this NEPA process in good faith and make all reasonable efforts to resolve disagreements.

2. The Parties agree to comply with the schedule provided as Attachment A, which includes dates for NEPA milestones and timeframes for Cooperator's reviews and submissions.

3. Each Party agrees to fund its own expenses associated with the NEPA process.

4. The parties agree to communicate in a regular and timely fashion regarding the NEPA process and environmental analysis.

V. Other Provisions

A. Authorities not altered: Nothing in this MOU alters, limits, or supersedes the authorities and responsibilities of any Party on any matter within its respective jurisdiction. Nothing in this MOU shall require any of the Parties to perform beyond its respective authority.

B. Financial obligations: Nothing in this MOU shall require any of the Parties to assume any obligation or expend any sum in excess of authorization and appropriations available.

C. Immunity and Defenses Retained: Each Party retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

D. Conflict of interest: The Parties agree not to utilize any individual or organization for purposes of environmental analysis, or Cooperator representation, including officials, employees, or third party contractors, having a financial interest in the outcome of the EA or the oil and gas lease sale. Questions regarding potential conflicts of interest should be referred to the BLM Ethics Counselors for resolution.

E. Documenting disagreement: Where the BLM and the Cooperator disagree on substantive elements of the NEPA analysis, and these disagreements cannot be resolved, the Cooperator shall submit their comments during the public comment period for inclusion in the final EA document.

F. Management of information: The Cooperator acknowledges that all supporting materials and draft documents may become part of the decision file and may be subject to the requirements of the Freedom of Information Act ("FOIA") and other state or federal statutes. The Cooperator agrees not to release these materials to individuals or entities other than the Parties to this MOU and their contractors.

G. Information Confidentiality: The BLM may share information that includes, but is not limited to, documents, raw data and deliberations, with the Cooperator that is confidential or in a confidential phase of development. It is the BLM's responsibility to inform the Cooperator of the level of confidentiality required for any shared information. It is the Cooperator's responsibility to comply with those confidentiality requirements. If the Cooperator has reason to believe it will be unable to comply with the confidentiality requirements, it will inform the BLM of this inability before the BLM shares the information with the Cooperator. Notwithstanding the foregoing, information shared

with Cooperator may be subject to disclosure under the Utah Government Records Access and Management Act.

VI. Agency Representatives

Each Party designates the representative and alternate representative, as described in Attachment B, to ensure coordination between the Cooperator and the BLM during the NEPA process. Each Party may change its representative at will by providing written notice to the other Party.

VII. Administration of the MOU

A. Approval. This MOU becomes effective upon signature by the authorized officials of the BLM and the Cooperator.

B. Amendment. This MOU may be amended only through written agreement of all signatories.

C. Termination. If the Parties find that they cannot work together toward a common goal and efforts at dispute resolution have been unsuccessful, any Party may end its participation in this MOU by providing written notice to the other Party. If not terminated earlier, this MOU will end when the Decision Record is issued by the BLM Authorized Officer.

VIII. Signatures

The Parties hereto have executed this MOU on the dates shown below.

Grand County
125 E. Center St.
Moab, UT 84532



Mary McGann, Chair
Grand County Council

7-28-2020
Date

ATTEST:



Quinn Hall, Clerk/Auditor

28 JUL 2020
Date

Bureau of Land Management
440 West 200 South, Suite 550
Salt Lake City, UT 84101

Kent Hoffman, Deputy State Director

Date

Attachment A

Schedule

Task	Responsibility	Tentative Dates
Provide list of preliminary parcels in Grand County	BLM	Thursday, July 30, 2020
Field Manager to meet with Cooperators	BLM/ Cooperator	Friday, July 31, 2020
Input from Cooperators on preliminary parcels	Cooperator	Wednesday, August 5, 2020
Post preliminary EA for public comment	BLM	Thursday, August 20, 2020
Comments due on preliminary EA	Cooperator	Friday, September 4, 2020

Attachment B

Agency Representatives

Bureau of Land Management

PRIMARY REPRESENTATIVE

Melinda Moffitt, Acting Fluid Minerals Branch Chief
440 West 200 South, Suite 550
Salt Lake City, UT 84101
801-539-4045
mmoffitt@blm.gov

ALTERNATE REPRESENTATIVE

Matt Janowiak
440 West 200 South, Suite 550
Salt Lake City, UT 84101
385-271-9162
mjanowiak@blm.gov

Grand County

PRIMARY REPRESENTATIVE

Evan Clapper
Grand County Councilmember
125 E. Center Street
Moab, Utah 84532
435-259-1342
eclapper@grandcountyutah.net

With a copy to:

Christina Sloan
County Attorney
csloan@grandcountyutah.net

Mallory Nassau
Assistant Council Administrator
mnassau@grandcountyutah.net

ALTERNATE REPRESENTATIVE

Mary McGann
Chair, Grand County Council
mmcann@grandcountyutah.net

AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING

AUGUST 4, 2020

Agenda Item: J

TITLE:	Approving Moab Uranium Mill Tailings Remedial Action Project's <i>2020 Annual Statement of Continued Compliance</i>
FISCAL IMPACT:	None
PRESENTER(S):	Russ von Koch, UMTRA Liaison

Prepared By:

Russ von Koch,
UMTRA Liaison

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the Moab UMTRA Project's *2020 Annual Statement of Continued Compliance*.

BACKGROUND:

Per Grand County Resolution 2741, the Conditional Use Permit for the Moab UMTRA Project (the Project) requires the Project to submit an *Annual Statement of Continued Compliance* (ASCC) including responses to a standard set of questions in Section I.

Resolution 2741 delegates responsibility for review of the ASCC to the Moab Tailings Project Steering Committee (MTPSC) with the Grand County Council retaining authority for final acceptance.

At their July 28rd meeting, the MTPSC reviewed the responses to all questions with Federal Cleanup Director Russell McCallister and members of his team. The MTPSC then voted to recommend that Council formally accept the 2020 ASCC as presented.

ATTACHMENT(S):

1. Moab UMTRA Project *2020 Annual Statement of Continued Compliance*.
2. Proposed *Letter of Acceptance of 2020 Annual Statement*

**Grand County Annual Statement of
Continued Compliance July 19, 2019 – July
18, 2020**

I. Per requirements of the Grand County Conditional Use Permit (CUP), Resolution #2006-2741, DOE submits this Annual Statement of Continued Compliance. The following is specific information requested in item #17 of the resolution:

a. Summary of work completed by the Moab Uranium Mill Tailings Remedial Action Project (Project) pursuant to the approved CUP in the past 12 months:

Project Accomplishments During the reporting period, the Project shipped approximately 915,000 tons of mill tailings. To date, the Project has shipped 10.76 million tons, or 67.3 percent of the total estimated 16 million tons to be moved.

In September 2019, the Project reached 10 million tons of mill tailings shipped from Moab to Crescent Junction. In October 2019, the Project celebrated the milestone at a community event.

During the reporting period, more than 58,700 tons of debris was placed in the disposal cell, all shipped by train.

During the past year, the Project purchased 51 new containers and 13 new lids, a new Klein tank for dust suppression that replaced the existing tank, two service trucks, and a new water truck. The containers have not been delivered to the site at this time. They are expected to arrive in July 2020.

The Project stayed operational throughout the Coronavirus pandemic. Management implemented social distancing, allowed for remote work where possible, increased cleaning and sanitation practices, use of face coverings when within 6 feet of coworkers and when multiple occupants are in a vehicle, and set restrictions on the size of gatherings. DOE will continually monitor and assess local conditions and adjust operations if necessary. The Project supplied the committee with a written version of this report when public gathering restrictions forced the July Moab Tailings Project Steering Committee meeting to move to a virtual format.

Two DOE staff joined the Project in July to replace staff that left.

Moab Excavation, conditioning, loading, and unloading of tailings were performed

throughout the year. The Project continued the four trains a week shipping schedule for the duration of the reporting period.

Facility maintenance activities were performed including cleanout of the fresh water intake on the Colorado River and replacement of pumps.

1

More than 9 million gallons of groundwater were extracted during the past 12 months, removing 19,781 pounds of ammonia and 193 pounds of uranium, through the interim action groundwater system. The extraction system was shut down from mid-November 2019 through March 2020 as there is minimal evaporation during the winter months and the existing storage capacity for contaminated water is limited. More than 7.7 million gallons of freshwater were injected to create a hydraulic barrier.

Because of the below average Colorado River flows this spring, no areas of the site were flooded.

Revegetation work in off-pile areas continues to help cultivate a more natural environment on site. In March, the Project partnered with the National Park Service to remove native grasses from Canyonlands National Park and replant them at the Moab site. The Project continues to look for similar partnerships with outside agencies.

Crescent Junction Placement and compaction of tailings in the disposal cell continued throughout the last 12 months.

Disposal cell expansion, called Phase 3c, is planned to begin in August. This activity will create additional space in the cell for the next several years.

Maintenance activities performed at the Crescent Junction site included electrical improvements to provide additional power to the container maintenance area.

The Project is considering a new disposal cell cover design, which if constructed would result in improved performance and reduced construction costs. The Project is in the process of design for an evapotranspiration cover. Evapotranspiration covers are composed of rock and soil, and topped with vegetation.

b. Number of workers employed on site in the past year and projection for the coming year:

As of July 2020, the Project employed 137 people. Staffing will continue to reflect the shipping schedule.

c. The work plan for the coming 12 months including any modifications, additions, and deletions:

The Project plans to continue excavating, conditioning, and shipping four trains per week through the end of this fiscal year (FY) on September 30, 2020. The shipping schedule through July 2021 will depend on the funding authorized for FY21.

2

Placement of tailings four days per week will continue at the Crescent Junction site for the foreseeable future. The Project has been placing interim cover on tailings that have reached final design elevation in the disposal cell.

The expansion of the disposal cell is scheduled to begin in August. The Project is planning to excavate one million cubic yards of material in Crescent Junction to create additional capacity for tailings placement. This excavation is slated to be completed this winter.

Operation of the interim groundwater remedial action system will continue, including groundwater extraction, freshwater injection, and surface water diversion (when necessary), along with monitoring of the system.

Modifications to the CUP: In 2006, hedgerows of cottonwood trees were planted along U.S. Highway 191 and along the Project office trailers with the intent of providing a visual barrier between Project operations and highway travelers. The hedgerow along U.S. Highway 191 requires consistent watering for continued growth and has not provided the intended visual barrier. After a subject matter expert analyzed options, and despite the Project's attempts to salvage the trees while conserving water, the Project decided to eliminate the trees. In 2018, the Project started to reduce the watering

schedule. In 2020, the Project has been applying the same volume as 2019, 120 gallons per tree every 10 days. As the cottonwood trees die, they will be removed and small pollinator plants will be seasonally planted in their place. The hedgerow along the office trailers does provide a modest visual barrier and will be maintained.

d. Air and water quality monitoring reports and support materials sufficient to inform the public regarding any health risks associated with the Project:

The Project prepares an Annual Site Environmental Report to inform the public of the environmental site conditions, document compliance with environmental standards and requirements, and highlight significant programs and efforts. A comprehensive network of more than 100 groundwater wells and surface water monitoring locations and 36 environmental air monitoring stations are situated on and off the Project sites.

Groundwater and surface water monitoring reports, quarterly air monitoring data reports, and the Annual Site Environmental Reports are readily available on the Project website at www.gjem.energy.gov/. In addition, copies are maintained in the public reading room at the Grand County Public Library and key stakeholders are notified of their availability on the Project website.

Air The Project monitors public exposure to contaminants, including direct gamma radiation, radon, and airborne radioparticulates, which are directly attributable to the uranium mill tailings and other contaminated materials from the Moab and Crescent Junction sites. Monitoring locations are shown on maps included in the quarterly air monitoring reports. Public exposure to direct gamma radiation and radioparticulates from the Project sites did not exceed DOE public dose limits during the most recent four-quarter period (October-

December 2019). Based on the available data, the radon exposure to the maximally exposed individual was below the DOE limit.

Employee Radiological Monitoring The Project conducts a separate employee radiological monitoring program. Employees who routinely enter the Contamination Area represent the highest potentially exposed individuals and are monitored for their radiation exposure, known as total effective dose, from gamma radiation, radon, and radioparticulates. DOE has a total effective dose limit of 5,000 millirems per year (mrem/yr) and an administrative control level of 2,000 mrem/yr. The Project sets its

own goal and ensures engineering and administrative controls are in place to maintain employee radiological dose as low as reasonably achievable (ALARA). Radiation exposure results to date indicate that the Project has adequately protected its workers from radiological hazards by keeping the total effective dose well below the DOE administrative control level.

Water Active groundwater remediation is conducted to protect potential suitable habitat areas adjacent to the site, and to remove ammonia and uranium mass from the groundwater system. In addition to extraction of contaminated groundwater through eight wells located close to the tailings pile, freshwater (diverted river water) was injected through wells near the river as an additional way of minimizing the discharge of ammonia to the river. Surface water diversion was necessary in September because the side channel adjacent to the well field became a suitable habitat for endangered fish species. To monitor the area, staff collected surface water samples. Of the 27 samples collected, four contained ammonia concentrations above both the Environmental Protection Agency's acute (one-hour average) and chronic (30-day rolling average) criteria, and three more were just above the chronic criteria. The Project initiated the surface water diversion system and by the end of September, all ammonia concentrations were well below both the acute and chronic criteria. No dead fish were found in any portion of the side channel. Due to the smaller snowmelt this year, surface water diversion is being conducted currently.



GRAND COUNTY COUNCIL MEMBERS
Mary McGann (Chair) · Jaylyn Hawks (Vice Chair)
Evan Clapper · Greg Halliday · Rory Paxman
Curtis Wells · Gabriel Woytek

August 4, 2020

Mr. Russell McCallister, Federal Cleanup Director
Moab UMTRA Project, DOE-OEM
200 Grand Avenue, Suite 500
Grand Junction, Colorado 81501

Dear Director McCallister:

On August 4, 2020, the Grand County Council formally accepted the 2020 Annual Statement of Continued Compliance from the Moab UMTRA Project per the recommendation from the Moab Tailings Project Steering Committee.

Grand County appreciates the Moab UMTRA Project's continued compliance the Conditional Use Permit and our excellent working relationship.

Sincerely,

Mary McGann
Chair of the Grand County Council

**GRAND COUNTY
COUNTY COUNCIL MEETING
AUGUST 4, 2020
AGENDA ITEM: K**

TITLE:	Approval of the Local Consent for a Limited-Service Restaurant Liquor License Issued by the State for Desert Moon Eatery
FISCAL IMPACT:	None
PRESENTER:	Mallory Nassau

**Prepared By:
MALLORY NASSAU
ASSISTANT COUNCIL
ADMINISTRATOR**

FOR OFFICE USE ONLY:

Attorney Review:

N/A

RECOMMENDATION:

I move to approve the local consent for a limited-service restaurant liquor license for the Desert Moon Eatery located at 75 West Old Hwy 6 & 50, Thompson Springs, UT.

BACKGROUND:

The Desert Moon Hotel and Trailer Park in Thompson Springs is under new ownership and will be adding an eatery to the property. The owners have submitted their Grand County Business License application and have met with the Health Department, Fire Inspector and Building Inspector, as required.

The Desert Moon Eatery will be a food trailer with the trailer serving as the kitchen. They are applying for a limited-service restaurant liquor license to sell beer and wine. They will have a tabled eating area to ensure compliance with the Utah Department of Alcohol Beverage Control licensing.

Local Consent for a liquor license is required for the application which is reviewed and issued by the state after they determine compliance with all rules and regulations.

Attachments:

- Desert Moon Eatery Local Consent application for Liquor License
- Desert Moon Eater Business License

LIMITED SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant.

AUTHORITY: Utah Code 32B-1-202; 32B-5-201, 203, 205 and 206

Grand County

Local business license authority

City

Town

County

hereby grants its consent to the issuance of a limited-service restaurant liquor license to:

Business Name (DBA): Desert Moon Eatery

Entity Name (or owner's name if sole proprietor): John Ripley Corkery IV and Bridget Ann Adams

Location Address: 75 West Old Highway 6 and 50, Thompson Springs UT 84540

Authorized Signature

Name/Title

Date

This is a suggested format. A locally produced city, town, or county form is also acceptable.
The local consent must be submitted to the DABC by the applicant as part of a complete application.

**AGENDA SUMMARY
GRAND COUNTY COUNCIL MEETING
August 4, 2020**

Agenda Item: L

TITLE:	Adopting a proposed resolution approving the Final Plat of Phase I, Peak View Subdivision, a HDHO Development and related documents
FISCAL IMPACT:	
PRESENTER(S):	Mila Dunbar-Irwin, Planning and Zoning Director

**Prepared By:
CHRISTINA
SLOAN, COUNTY
ATTORNEY**

FOR OFFICE USE ONLY:

Attorney Review:

Complete

RECOMMENDED MOTION:

I move to adopt the proposed resolution approving the Phase I Final Plat of the Peak View Subdivision, a HDHO Development conditioned upon the following:

1. Owner shall sign, notarize, and record the following documents in the Grand County Recorder's Office prior to recording the Phase I Final Plat, in the form approved herewith:
 - a. HDHO Development Agreement;
 - b. Subdivision Improvements Agreement;
 - c. Stormwater Drainage Easement for future on-site drainage improvements;
 - d. Stormwater Drainage Easement for future off-site drainage improvements;
2. Owner shall submit an infrastructure improvement bond in the amount of 125% of the OPC for required public improvements prior to recording the Phase I Final Plat, which shall include the Spanish Valley Drive Multi-Use Pathway and Spanish Valley Drive; and
3. Owner shall provide the County with a copy of the recorded deed containing the deed restriction, Within 30 days of recording a deed of original conveyance of an HDHO Lot or Unit from Owner.

STAFF RECOMMENDATION:

Approve the final plat with all of the stated conditions, as stated above.

BACKGROUND:

See attached staff report

ATTACHMENT(S):

1. Staff Report
2. Draft Resolution
3. Phase I Final Plat
4. SIA and OPC (Exhibit B)
5. Stormwater Drainage Easements
6. Development Agreement
7. HDHO Ordinance and Master Plan (Available Upon Request)
8. Title Report (Available Upon Request)
9. CMNRS Overlay Docs (Available Upon Request)



STAFF REPORT

DATE: Tuesday, August 4, 2020

TO: Grand County Council

SUBJECT: Peak View Subdivision, Phase 1 Final Plat

PROPERTY OWNER: Peak View Development, L.L.C

PROP. OWNER REP: Terrill and Jennifer Johnston

ENGINEER: SET Engineering

PROPERTY ADDRESS: 3640 South Spanish Valley Dr.

SIZE OF PROPERTY: 5.75 acres

EXISTING ZONE: Rural Residential (RR) and the HDHO-10

EXISTING LAND USE: Vacant

ADJACENT ZONING AND LAND USE(S): RR, MFR, OAO

APPLICATION TYPE

Final Plat

STAFF RECOMMENDATION: Approve with conditions as stated in the agenda summary and draft resolution.

SUMMARY OF REQUEST

Applicants are requesting Phase 1 Final Plat approval of the Peak View Subdivision, an HDHO Development, for 16 units, 13 of which will be deed restricted. Developer has resolved drainage easement, HDHO deed restriction numbers, and the opinion of probable cost. The developer will be required to record the HDHO Development Agreement, Subdivision Improvements Agreement, Stormwater Drainage Easement for future on-site improvements and Stormwater Drainage Easement for future off-site improvements prior to recording Phase 1 Final Plat. Owners will submit an infrastructure improvement bond for 125% of the OPC prior to recording Phase 1 of the Final Plat including Spanish Valley Drive Multi-Use Pathway and Spanish Valley Drive improvements. The owner will also provide the County with recorded deeds with deed restrictions within 30 days of the original conveyance of an HDHO lot or unit.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

Developers will provide all public utilities in their site plan, including utilities to each lot. See above for other improvements.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

Section 4.7.1 High Density Housing Overlay

This Phase of the Peak View subdivision will provide 13 of 16 long-term workforce deed restricted housing units, which is in keeping with the purpose of the HDHO.

Article 7 Subdivision Standards

The proposed subdivision now complies with applicable standards after negotiations with the developers and County Council. All others will be addressed at building permit and build out.

COMPATIBILITY WITH GENERAL PLAN

The proposed subdivision is not explicitly supported by the general plan, but it is supported by the HDH overlay ordinance adopted by the County Council in January 2019. Inasmuch as Council anticipates adding the HDHO to the General Plan as an amendment or compliment to the Future Land Use Plan, the proposed subdivision is supported.

COMPATIBILITY WITH LAND USE CODE (ZONING)

The proposed subdivision is not allowed by the underlying zone, however, the HDHO application would allow this density.

LAND USE CODE REFERENCE SECTIONS

Sections 4.7 (High Density Housing Overlay), Article 7 (Subdivisions), and 9.5 (Final Plat Requirements)

PROPERTY HISTORY

The property is currently vacant, agricultural land.

APPLICATION PROCEDURE

Decision Type: Administrative

Public Meeting at County Council

GRAND COUNTY, UTAH
RESOLUTION _____ (2020)

APPROVING THE FINAL PLAT OF PHASE I, PEAK VIEW SUBDIVISION, AN HDHO DEVELOPMENT LOCATED AT 3640 SOUTH SPANISH VALLEY DRIVE, AND ASSOCIATED DOCUMENTS

WHEREAS, Peak View Development, L.L.C. is the owner of record (the “Owner”) of 20.00 acres of real property located at 3640 South Spanish Valley Drive in the North 1/4 corner of Section 27, Township 26 South, Range 22 East, SLM, Grand County, Utah, more specifically described as follows:

Beginning at the North 1/4 corner of Section 27, T26S, R22E, SLM, and proceeding thence North 89°55’ East 883.6 feet to the center line of Spanish Valley Drive; thence along said center line South 45°37’ East 317.9 feet; thence along a 2°10’ curve 431.8 feet; thence South 36°16’30” East 204.7 feet; thence West 1513.8 to a ½” rebar on the West line of the Northeast 1/4 of said Section 27; thence North 0°03’30” West 711.8 feet to the point of beginning, also known as Parcel No. 02-0027-0024 (the “Property”);

WHEREAS, the Grand County Council adopted the *Grand County Land Use Code* on January 4, 1999 with Ordinance No. 299, as codified by Resolution No. 468 on April 15, 2008, as amended to date, for the purpose of regulating land use, subdivision and development in Grand County in accordance with the *General Plan*;

WHEREAS, on June 28, 1995, Grand County approved the CMNRS Group Master Plan Overlay (“CMNRS Overlay”) to manage development and drainage on the Property, identified as the “Carmichael A-1 PUD Block” on the CMNRS Overlay, and surrounding properties to the south, which CMNRS Overlay was recorded on July 28, 1995 at Entry No. 434423 in the real property records of Grand County, Utah;

WHEREAS, the Grand County Council adopted the High Density Housing Overlay on January 15, 2019 with Ordinance No. 584, as amended by Ordinance No. 591;

WHEREAS, on November 6, 2019, the County Council applied the HDHO-10 designation to the Property and approved the Peak View Subdivision HDHO Master Plan and associated Development Agreement;

WHEREAS, the Peak View Subdivision HDHO Development Master Plan and Development Agreement designate that eighty percent (80%) of the Lots or Units within proposed development shall be deed restricted in perpetuity for households with primary residents who are actively employed within Grand County in accordance with Grand County Land Use Code (“LUC”) Section 4.7;

WHEREAS, on April 14, 2020, the owners of the properties subject to the CMNRS Overlay recorded a Resolution and Agreement to Abrogate, Extinguish and Terminate the CMNRS Overlay, which document was recorded at Entry No. 537286 in the real property records of Grand County and was not signed or approved by Grand County (“CMNRS Overlay Termination”);

WHEREAS, the Owner has submitted a final plat application for Phase I of the Peak View Subdivision, an HDHO Development with the following boundary description:

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 25 SOUTH, RANGE 22 EAST, SALT LAKE MERIDIAN; PROCEEDING THENCE NORTH 89°55'00" EAST 883.60 FEET; THENCE SOUTH 45°37'00" EAST 317.90 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 2728.37 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 431.80 FEET, (A CHORD BEARING OF SOUTH 40°56'54" EAST 431.35 FEET); THENCE SOUTH 36°16'30" EAST 203.01 FEET; THENCE NORTH 89°59'59" WEST 47.78 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 4660.19 FEET, TO THE LEFT WITH AN ARC LENGTH OF 764.41 FEET, (A CHORD BEARING OF NORTH 40°56'00" WEST 763.56 FEET); THENCE WITH A COMPOUND CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 23.46 FEET, (A CHORD BEARING OF SOUTH 89°28'03" WEST 21.14 FEET); THENCE SOUTH 44°40'05" WEST 65.06 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 20.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 34.12 FEET, (A CHORD BEARING OF SOUTH 04°11'55" EAST 30.13 FEET); THENCE SOUTH 27°46'51" WEST 57.06 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 20.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 39.29 FEET, (A CHORD BEARING OF SOUTH 74°55'27" WEST 33.27 FEET); THENCE NORTH 62°28'01" WEST 56.54 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 277.71 FEET, TO THE LEFT WITH AN ARC LENGTH OF 45.93 FEET, (A CHORD BEARING OF SOUTH 15°42'46" WEST 45.87 FEET); THENCE NORTH 86°50'00" WEST 111.06 FEET; THENCE NORTH 07°17'31" EAST 88.27 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 277.99 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 12.16 FEET, (A CHORD BEARING OF NORTH 67°27'04" WEST 12.16 FEET); THENCE NORTH 66°11'53" WEST 16.63 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 222.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 40.26 FEET, (A CHORD BEARING OF NORTH 71°23'34" WEST 40.20 FEET); THENCE WITH A COMPOUND CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 27.32 FEET, (A CHORD BEARING OF SOUTH 51°14'19" WEST 23.70 FEET); THENCE NORTH 87°55'20" WEST 56.10 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 26.67 FEET, (A CHORD BEARING OF NORTH 49°39'49" WEST 23.29 FEET); THENCE WITH A COMPOUND CURVE HAVING A RADIUS OF 222.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 11.51 FEET, (A CHORD BEARING OF SOUTH 77°55'29" WEST 11.51 FEET); THENCE SOUTH 76°26'23" WEST 47.76 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 328.00 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 61.11 FEET, (A CHORD BEARING OF SOUTH 81°46'39" WEST 61.02 FEET); THENCE WITH A REVERSE CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 19.86 FEET, (A CHORD BEARING OF SOUTH 49°11'20" WEST 18.44 FEET); THENCE NORTH 89°54'12" WEST 56.96 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 24.27 FEET, (A CHORD BEARING OF NORTH 36°19'46" WEST 21.71 FEET); THENCE NORTH 82°40'34" WEST 21.78 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 122.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 39.64 FEET, (A CHORD BEARING OF SOUTH 88°00'55" WEST 39.47 FEET); THENCE SOUTH 09°13'01" WEST 98.17 FEET; THENCE NORTH 82°55'01" WEST

78.60 FEET; THENCE NORTH 77°40'27" WEST 56.06 FEET; THENCE NORTH 67°23'10" WEST 99.10 FEET; THENCE SOUTH 89°56'30" WEST 20.00 FEET; THENCE NORTH 00°03'30" WEST 219.75 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 242,853 SQUARE FEET, 5.575 ACRES.

WHEREAS, the Owner has submitted a Subdivision Improvements Agreement (“SIA”) and Final Construction Documents dated May 19, 2020 and shall submit a revised Engineer’s Opinion of Probable Cost (“OPC”) for the Required Improvements as defined in the SIA as a condition of approval;

WHEREAS, in exchange for the Off-Site Stormwater Drainage Easement in the form approved and presented by the County Attorney on July 7, 2020, and future additional engineering review as each of the properties involved in the CMNRS Overlay is developed, Grand County agrees to consent to the CMNRS Overlay Termination;

WHEREAS, the Grand County Engineer, Road Supervisor, Planning and Zoning Administrator, and Attorney have reviewed the Owner’s application submittals and recommend approval of the Phase I Final Plat subject to the recitals herein and conditions below; and

WHEREAS, the County Council has heard and considered all evidence and testimony presented with respect to the subject application and has determined that the adoption of this Resolution is in the best interests of the citizens of Grand County, Utah;

NOW, THEREFORE, BE IT ORDAINED by the Grand County Council that it does hereby approve the Phase I Final Plat for the Peak View Subdivision, an HDHO Development, subject to the following conditions:

1. Owner shall sign, notarize, and record the following documents in the Grand County Recorder’s Office prior to recording the Phase I Final Plat, in the form approved herewith:
 - a. HDHO Development Agreement;
 - b. Subdivision Improvements Agreement;
 - c. Stormwater Drainage Easement for future on-site drainage improvements;
 - d. Stormwater Drainage Easement for future off-site drainage improvements;
2. Owner shall submit an infrastructure improvement bond in the amount of 125% of the OPC for required public improvements prior to recording the Phase I Final Plat, which shall include the Spanish Valley Drive Multi-Use Pathway and Spanish Valley Drive; and
3. Owner shall provide the County with a copy of the recorded deed containing the deed restriction, Within 30 days of recording a deed of original conveyance of an HDHO Lot or Unit from Owner.

PASSED by the Grand County Council in open session this 4th day of August 2020 by the following vote:

Those voting aye:

Those voting nay: _____

Those absent: _____

Grand County Council

ATTEST:

Mary McGann, Chair

Quinn Hall, Clerk/Auditor

PEAK VIEW SUBDIVISION, PHASE I FINAL PLAT

LOCATED IN THE NORTHEAST QUARTER OF
SECTION 27, T26S, R22E, SLB&M

SURVEY NARRATIVE

The property has been accurately surveyed with the intent to subdivide land. The basis of bearing is North 89°55'00" East between the North Quarter corner and the Northeast corner of Section 27, Township 26 South, Range 22 East, Salt Lake Base and Meridian.

5/8" x 24" rebar with survey cap to be placed at all lot corners or rights of way. Off-set pins to be placed in the back of the curb where applicable, in lieu of rebar and cap at front corners.

SURVEYOR'S CERTIFICATE

I, Lucas Blake, do hereby certify that I am a Professional Land Surveyor, and that I hold License No. 7540504, as prescribed under the laws of the State of Utah. I further certify that by authority of the owners, I have made a survey of the tract of land shown on this plat and described hereon, and have subdivided said tract of land into lots and streets, together with easements, hereafter to be known as

Peak View Subdivision, Phase I

and that the same has been correctly surveyed and monumented on the ground as shown on this plat.

Lucas Blake Date
License No. 7540504

BOUNDARY DESCRIPTION

BEGINNING AT THE NORTH QUARTER CORNER OF SECTION 27, TOWNSHIP 25 SOUTH, RANGE 22 EAST, SALT LAKE MERIDIAN; PROCEEDING THENCE NORTH 89°55'00" EAST 883.60 FEET; THENCE SOUTH 45°37'00" EAST 317.90 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 2728.37 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 431.80 FEET, (A CHORD BEARING OF SOUTH 40°56'54" EAST 431.35 FEET); THENCE SOUTH 36°16'30" EAST 203.01 FEET; THENCE NORTH 89°59'59" WEST 47.78 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 4660.19 FEET, TO THE LEFT WITH AN ARC LENGTH OF 764.41 FEET, (A CHORD BEARING OF NORTH 40°56'00" WEST 763.56 FEET); THENCE WITH A COMPOUND CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 23.46 FEET, (A CHORD BEARING OF SOUTH 89°28'03" WEST 21.14 FEET); THENCE SOUTH 44°40'05" WEST 65.06 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 20.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 34.12 FEET, (A CHORD BEARING OF SOUTH 04°11'55" EAST 30.13 FEET); THENCE SOUTH 27°46'51" WEST 57.06 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 20.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 39.29 FEET, (A CHORD BEARING OF SOUTH 74°55'27" WEST 33.27 FEET); THENCE NORTH 62°28'01" WEST 56.54 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 27.71 FEET, TO THE LEFT WITH AN ARC LENGTH OF 45.93 FEET, (A CHORD BEARING OF SOUTH 15°42'46" WEST 45.87 FEET); THENCE NORTH 86°50'00" WEST 111.06 FEET, THENCE NORTH 07°17'31" EAST 88.27 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 277.99 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 12.16 FEET, (A CHORD BEARING OF NORTH 67°27'04" WEST 12.16 FEET); THENCE NORTH 66°11'53" WEST 16.63 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 222.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 40.26 FEET, (A CHORD BEARING OF NORTH 71°23'34" WEST 40.20 FEET); THENCE WITH A COMPOUND CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 27.32 FEET, (A CHORD BEARING OF SOUTH 51°14'19" WEST 23.70 FEET); THENCE NORTH 87°55'20" WEST 56.10 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 26.67 FEET, (A CHORD BEARING OF NORTH 49°39'49" WEST 23.29 FEET); THENCE WITH A COMPOUND CURVE HAVING A RADIUS OF 222.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 11.51 FEET, (A CHORD BEARING OF SOUTH 77°55'29" WEST 11.51 FEET); THENCE SOUTH 76°26'23" WEST 47.76 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 328.00 FEET, TO THE RIGHT WITH AN ARC LENGTH OF 61.11 FEET, (A CHORD BEARING OF SOUTH 81°46'39" WEST 61.02 FEET); THENCE WITH A REVERSE CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 19.85 FEET, (A CHORD BEARING OF SOUTH 49°11'20" WEST 18.44 FEET); THENCE NORTH 89°54'12" WEST 56.96 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 15.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 24.27 FEET, (A CHORD BEARING OF NORTH 36°19'46" WEST 21.71 FEET); THENCE NORTH 82°40'34" WEST 21.78 FEET; THENCE WITH A CURVE HAVING A RADIUS OF 122.00 FEET, TO THE LEFT WITH AN ARC LENGTH OF 39.64 FEET, (A CHORD BEARING OF SOUTH 88°00'55" WEST 39.47 FEET); THENCE SOUTH 09°13'01" WEST 98.17 FEET; THENCE NORTH 82°55'01" WEST 78.60 FEET; THENCE NORTH 77°40'27" WEST 56.06 FEET; THENCE NORTH 67°23'10" WEST 99.10 FEET; THENCE SOUTH 89°56'30" WEST 20.00 FEET; THENCE NORTH 00°03'30" WEST 219.75 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 242,853 SQUARE FEET, 5.575 ACRES.

OWNER'S DEDICATION

Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as

Peak View Subdivision, Phase I

and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owners also hereby convey to any and all public utility companies a perpetual, non-exclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines and facilities. The undersigned owners also hereby convey any other easements as shown on this plat to the parties indicated and for the purposes shown hereon.

PEAK VIEW DEVELOPMENT, LLC
BY, BLACK SHEEP DEVELOPMENT COMPANY LLC, ITS MANAGER

BY: JENNIFER JOHNSTON - MANAGER

ACKNOWLEDGMENT

STATE OF _____
COUNTY OF _____

ON THE _____ DAY OF _____, 2020, PERSONALLY APPEARED BEFORE ME, JENNIFER JOHNSTON, A MANAGER OF BLACK SHEEP DEVELOPMENT COMPANY LLC, THE MANAGER OF PEAK VIEW DEVELOPMENT, LLC, WHO DID ACKNOWLEDGE TO ME THAT SHE SIGNED THE FOREGOING OWNER'S DEDICATION FREELY AND VOLUNTARILY AND FOR THE USES AND PROPOSES STATED THEREIN.

NOTARY PUBLIC
NOTARY PUBLIC FULL NAME: _____
COMMISSION NUMBER: _____
MY COMMISSION EXPIRES: _____

A SUBDIVISION LOCATED WITHIN
SECTION 27, TOWNSHIP 26 SOUTH, RANGE 22 EAST
SALT LAKE BASE AND MERIDIAN

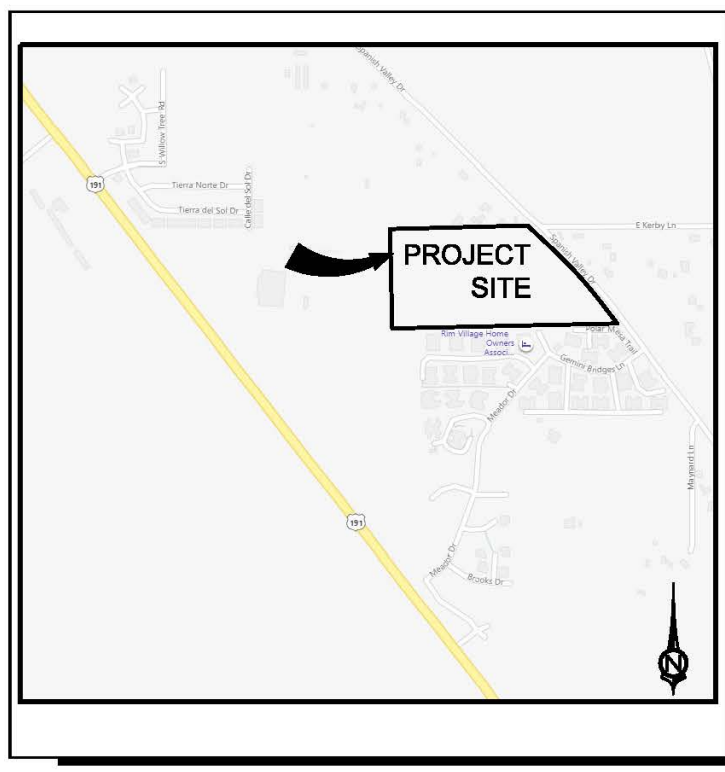
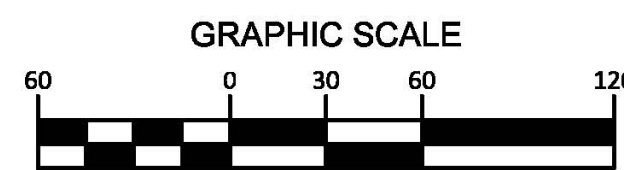


30 South 100 East
Moab, UT 84532
435.259.8171

Project	051-19
Date	07/02/2020
Sheet	1 OF 1

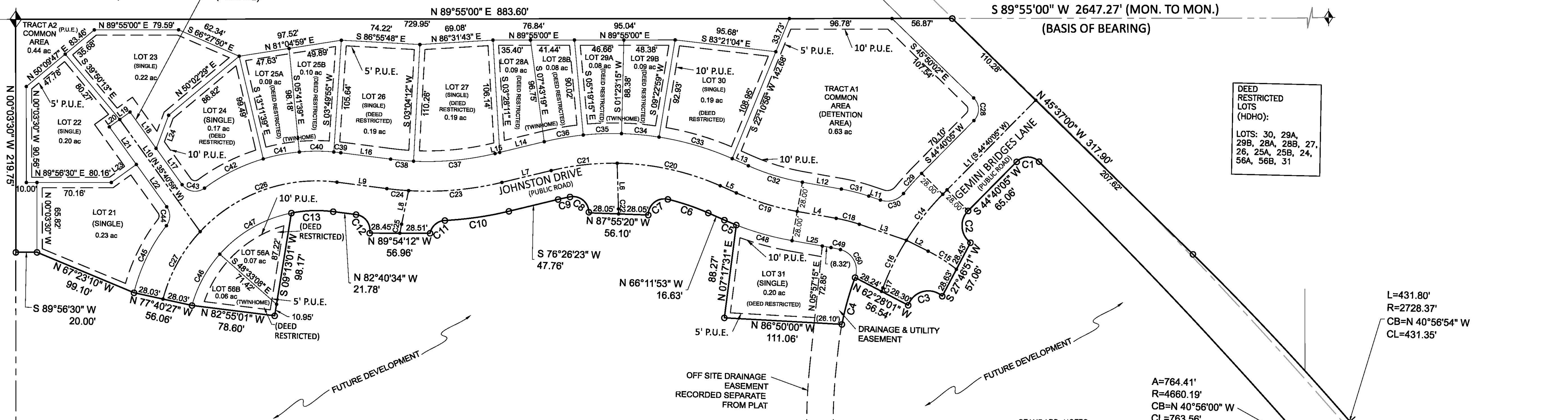
DEVELOPMENT STIPULATIONS PHASE I

PRIMARY USE	SINGLE FAMILY/ TWINHOME RESIDENTIAL
ACREAGE	5.575 ACRES TOTAL
NUMBER OF UNITS	16 RESIDENTIAL LOTS
DEED RESTRICTED UNITS	13 HDHO LOTS
MINIMUM LOT SIZE	.06 ACRES
COMMON OPEN SPACE	1.07 ACRES
PARKING OFF STREET	2 PER RESIDENCE
SETBACKS	15 FT. FRONT 10 FT. REAR 5 FT. SIDE
ROAD DEDICATIONS	2.26 ACRES



NORTH QUARTER CORNER SECTION 27, T26S, R22E, SLB&M (FOUND MONUMENT)

SHARED DRIVEWAY ACCESS LOTS 22 & 23 (PRIVATE)



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	15.00	23.46	21.14	S 89°28'03" W
C2	20.00	34.12	30.13	S 04°11'55" E
C3	20.00	39.29	33.27	S 74°55'27" W
C4	27.71	45.93	45.87	S 15°42'46" W
C5	277.99	12.16	12.16	N 67°27'04" W
C6	222.00	10.26	10.26	N 71°23'34" W
C7	15.00	27.32	23.70	S 51°14'19" W
C8	15.00	26.67	23.29	N 49°39'49" W
C9	222.00	11.51	11.51	S 77°55'29" W
C10	328.00	61.11	61.02	S 81°46'39" W
C11	15.00	19.85	18.44	S 49°11'20" W
C12	15.00	24.27	21.71	N 36°19'46" E
C13	122.00	39.64	39.47	S 88°00'55" W

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C14	250.00	62.81	62.84	S 01°23'15" E
C15	250.00	62.81	62.84	S 01°23'15" E
C16	250.00	62.81	62.84	S 01°23'15" E
C17	250.00	62.81	62.84	S 01°23'15" E
C18	250.00	62.81	62.84	S 01°23'15" E
C19	250.00	62.81	62.84	S 01°23'15" E
C20	250.00	62.81	62.84	S 01°23'15" E
C21	250.00	62.81	62.84	S 01°23'15" E
C22	250.00	62.81	62.84	S 01°23'15" E
C23	250.00	62.81	62.84	S 01°23'15" E
C24	300.00	78.78	78.46	S 84°50'05" W
C25	300.00	78.78	78.46	S 84°50'05" W
C26	300.00	78.78	78.46	S 84°50'05" W
C27	300.00	78.78	78.46	S 84°50'05" W
C28	300.00	78.78	78.46	S 84°50'05" W
C29	300.00	78.78	78.46	S 84°50'05" W
C30	300.00	78.78	78.46	S 84°50'05" W
C31	178.00	52.83	52.49	S 89°59'09" W
C32	178.00	52.83	52.49	S 89°59'09" W
C33	178.00	52.83	52.49	S 89°59'09" W
C34	178.00	52.83	52.49	S 89°59'09" W
C35	178.00	52.83	52.49	S 89°59'09" W
C36	178.00	52.83	52.49	S 89°59'09" W
C37	178.00	52.83	52.49	S 89°59'09" W
C38	178.00	52.83	52.49	S 89°59'09" W
C39	178.00	52.83	52.49	S 89°59'09" W
C40	178.00	52.83	52.49	S 89°59'09" W
C41	178.00	52.83	52.49	S 89°59'09" W
C42	178.00	52.83	52.49	S 89°59'09" W
C43	15.00	19.85	18.44	S 49°11'20" W
C44	14.98	19.99	17.82	S 00°45'49" W
C45	168.44	10.79	10.27	S 28°48'53" E
C46	122.00	39.64	39.47	S 88°00'55" W
C47	122.00	39.64	39.47	S 88°00'55" W
C48	122.00	39.64	39.47	S 88°00'55" W
C49	122.00	39.64	39.47	S 88°00'55" W

LINE BEARING	DISTANCE
L1	S 44°40'05" W 65.06
L2	S 83°28'05" E 22.91
L3	N 71°11'51" W 46.90
L4	N 70°59'02" W 47.78
L5	N 88°11'53" W 16.63
L6	S 01°38'48" E 43.16
L7	S 76°26'23" W 47.76
L8	S 11°38'09" W 32.80
L9	N 82°40'34" W 21.78
L10	N 82°40'34" W 21.78
L11	N 77°22'24" W 11.51
L12	S 79°59'09" W 11.51
L13	N 68°11'53" W 16.63
L14	S 76°26'23" W 47.76
L15	S 76°26'23" W 47.76
L16	N 82°40'34" W 21.78
L17	N 35°40'59" W 42.38
L18	S 54°19'01" W 12.00
L19	S 54°19'01" W 12.00
L20	S 35°42'39" E 48.18
L21	N 20°28'15" E 33.48
L22	N 54°11'49" E 28.04
L23	N 20°28'15" E 33.48
L24	S 79°59'09" E 37.32

NOTE: The lots shown as "deed restricted" in this Plat are HDHO Lots and shall be subject to the following restrictions:

- A. General. HDHO lots and units shall be used for primary residential housing for actively employed households in perpetuity.
- B. Deed Restriction: The Deed Restriction contained in Section 3.2 of the Development Agreement recorded against the subdivision in the real property records of Grand County, Utah shall be integrated into each amended plat for the subdivision and each deed of conveyance for the lots created herein.
- C. Enforcement. In addition to other remedies presented 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.

UTILITY NOTE
Utilities shall have the right to install, maintain and operate their equipment above and below ground and all other related facilities within the public utility easements identified on this plat map as may be necessary or desirable in providing utility services within and without the lots identified herein, including the right of access to such facilities and the right to require removal of any obstructions including structures, trees and vegetation that may be placed within the P.U.E. The utility may require the lot owner to remove all structures within the P.U.E. at the lot owner's expense, or the utility may remove such structures at the lot owner's expense. At no time may any permanent structures be placed within the P.U.E. or any other obstruction which interferes with the use of the P.U.E. without the prior written approval of the utilities with facilities in the P.U.E. Rocky Mountain Power approves this plat solely for the purpose of confirming that the plat contains public utility easements. Rocky Mountain Power may require other easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights or obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the owner's dedication and the notes and does not constitute a guarantee of particular terms of electric utility service

- LEGEND**
- LOT CORNER
 - SUBDIVISION BOUNDARY CORNER
 - ◆ Section Corner Monument
 - P. U. E. (PUBLIC UTILITY EASEMENT)
 - (DEED RESTRICTED) REFER TO MASTER PLAN DATED: 6/4/2020

DOMINION ENERGY UTAH

Questar Gas Company, dba Dominion Energy Utah hereby approves this plat solely for purpose of confirming that the plat contains public utility easements. Dominion Energy Utah may require additional easements in order to serve this development. This approval does not constitute abrogation or waiver of any other existing rights, obligations or liabilities including prescriptive rights and other rights, obligations or liabilities provided by law or equity. This approval does not constitute acceptance, approval or acknowledgment of any terms contained in the plat, including those set forth in the Owners Dedication and the Notes, and does not constitute a guarantee of particular terms of natural gas service. For further information please contact Dominion Energy Utah's Right-of-Way Department at 1-800-366-8532.

QUESTAR GAS COMPANY
Dba DOMINION ENERGY UTAH
Approved this _____ day of _____, 20____
By: _____
Title: _____

DRAINAGE NOTE:

The Owner shall construct required drainage improvements as shown in the Construction Plans dated May 19, 2020, or bond for the same, at the earliest phase that empirical data dictates that enhanced drainage improvements are necessary per the Grand County Land Use Code in existence on the date of submission of a complete plat application. Such determination shall be made by Grand County's licensed engineer, for the purpose of enabling the proper functioning of drainage infrastructure contained within the final plat phase being proposed.

COUNTY ENGINEERS APPROVAL
APPROVED BY THE GRAND COUNTY ENGINEER THIS _____ DAY OF _____, 20____
_____ COUNTY ENGINEER

COUNTY COUNCIL APPROVAL
PRESENTED TO THE GRAND COUNTY COUNCIL THIS _____ DAY OF _____, 20____. SUBDIVISION APPROVED.
_____ COUNTY CLERK
_____ CHAIRMAN, GRAND COUNTY COUNCIL

COUNTY RECORDER NO. _____
STATE OF UTAH, GRAND COUNTY, RECORDED AT THE REQUEST OF _____
DATE _____ BOOK _____ PAGE _____ FEE _____
_____ COUNTY RECORDER

When recorded mail to:
David P. Hirschi, Esq.
HIRSCHI BAER & CLAYTON, PLLC
136 E. South Temple, Suite 1650
Salt Lake City, Utah 84111

**SUBDIVISION IMPROVEMENTS AGREEMENT
PEAK VIEW SUBDIVISION**

This **SUBDIVISION IMPROVEMENTS AGREEMENT** (the “Agreement”) is made this _____ day of _____, 2020 by and between the **GRAND COUNTY, UTAH** (hereinafter referred to as “COUNTY”) and **PEAK VIEW DEVELOPMENT LLC**, a Utah limited liability company (hereinafter referred to as “SUBDIVIDER”).

RECITALS

WHEREAS, SUBDIVIDER owns real property located in Grand County, Utah particularly described in *Exhibit A*, attached hereto and incorporated herein (the “Property”);

WHEREAS, COUNTY approved the Phase 1 Final Plat on August 4, 2020 (the “Plat”) for the Peak View Subdivision, an HDHO residential subdivision (“the Subdivision”), subject to the terms and conditions noted in the approving Ordinance (approving application of the HDHO Overlay), Master Plan, Plat, approving Resolution (approving the Phase 1 Final Plat), and this Agreement, all of which are recorded against the Property in the real property records of Grand County;

WHEREAS, 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 health, safety, and 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 Statutes 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.

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

1. **IMPROVEMENTS.** SUBDIVIDER agrees to construct the “Required Improvements” as specified in the final construction plans prepared by SET Engineering, dated May 19, 2020, as

amended, which were submitted and approved with the Plat application for the Property, (the “Plans”) and as provided herein, by the follow referral agencies and consultants:

- a. Grand Water and Sewer Service Agency (GWSSA), pertaining to water and sewer system improvements;
- b. Sunrise Engineering Inc., consultants to the GWSSA, pertaining to water and sewer system improvements;
- c. State of Utah Health Department, Division of Drinking Water, pertaining to water system improvements;
- d. Horrocks Engineers, consultants to the COUNTY, pertaining to the streets and roads, driveways, drainage and trail system improvements; and
- e. Moab Valley Fire District; pertaining to fire protection issues.

An estimate of the cost of the Required Improvements is itemized on ***Exhibit B***, attached hereto and incorporated herein by this reference (the “Cost Estimate”). “Construction” and “installation” may be used interchangeably herein.

2. **DEVELOPMENT REQUIREMENTS.** SUBDIVIDER shall develop the Property, pursuant to the Plat, this Agreement, the Code, the Construction Standards, and all other applicable laws, rules and regulation under the regulatory supervision of the COUNTY. Except as otherwise specified herein, if any such authorities are in conflict, the terms of this Agreement shall supersede and control the terms of development; provided, however, that the Plat shall supersede and control over the terms of any other authority.

3. **UTILITIES.** SUBDIVIDER shall install and bury underground all water and sewer mains, service stub-outs, stormwater drainage facilities, and electrical, natural gas, telephone and cable television lines shown in the Plans prior to construction of any overlaying street, curb, sidewalk, pedestrian/bicycle path or gutter to prevent unnecessary pavement cuts. In addition, SUBDIVIDER shall provide an as-built survey of such utilities prepared by a professional land surveyor showing horizontal and vertical locations. The COUNTY shall receive a copy of such survey prior to any backfill as a condition precedent to releasing the construction performance bond.

4. **CONSTRUCTION AND INSPECTION.** The Required Improvements shall be constructed and inspected as follows:

- a. Notice of Commencement. SUBDIVIDER shall provide the COUNTY with one (1) week’s advanced notice of commencement of construction of the Required Improvements, which notice shall describe the type of improvement being installed and the schedule for construction.
 - b. Construction Mitigation. SUBDIVIDER shall ensure that construction does not create a nuisance for surrounding property owners. As used herein, nuisance shall include dust, glare/light, and noise that is not confined to the boundaries of the property, as further regulated by Grand County Code.
- i. Sand/Dirt. During construction, SUBDIVIDER shall use proper sand and dirt and erosion control to minimize impact on adjacent properties and maintain streets and roads in such a manner that

they may be reasonably traveled upon. The COUNTY may order construction to cease or abatement measure be taken, and SUBDIVIDER shall comply with the same, when the COUNTY determines in its sole discretion that sand or dirt emanating from the Property related to construction activities is unacceptable.

ii. Noise. SUBDIVIDER shall confine the hours of construction operations to 7 am to 9 pm (and 9 am to 9 pm on Sunday), or as otherwise provided by the Grand County Code.

iii. Light/Glare. SUBDIVIDER shall comply with the requirements of Section 6.6 of the Grand County Code. Specifically, during construction, SUBDIVIDER shall fully shield all outdoor lighting, whether it be temporary for construction or permanent, and shall not place fixtures at a location, angle, or height that directs illumination outside the boundaries of the Property.

c. Inspection. The COUNTY may inspect the Requirement Improvements during regular business hours in its sole discretion, and no less frequently than requested by SUBDIVIDER. No excavation, facility or improvement shall be covered or buried until inspected by the COUNTY, unless such inspection is waived in writing.

d. Notice of Violation. If the COUNTY determines that construction is not consistent with the Plans, the Code, the Construction Standards or any other applicable rules and regulations, the County shall provide SUBDIVIDER with written Notice of Violation and SUBDIVIDER shall immediately stop work until corrections are made.

e. Notice of Failure. As soon as practical, SUBDIVIDER shall contact the COUNTY upon the failure of any performance testing, or of any issues that arise that may prevent construction from proceeding in accordance with the Plans.

f. Final Acceptance. The COUNTY shall not approve a full release of the Improvements Collateral, as defined in Section 5, until the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code.

5. **COLLATERAL.**

a. Improvements Collateral. Prior to recording of the Plat or commencement of construction, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish a Completion Assurance/Set Aside Letter from a national banking association pursuant to Section 9.5.3.B.3 of the Grand County Code in an amount equal to one hundred and twenty-five percent (125%) of the Cost Estimate of the unfinished Required Improvements (the "Improvements Collateral").

b. Release. From time to time, as the Required Improvements are completed, SUBDIVIDER may apply in writing to the COUNTY for a partial or full release of the Improvements Collateral. Each release request shall be summarized on the County's Collateral Release Form and must show, or include the following:

- i. Dollar amount of the original Requirements Collateral;
- ii. Description of the Required Improvements completed, including dollar value;
- iii. Description of the unfinished Required Improvements, including dollar value;
- iv. Amount and date of all previous Improvements Collateral released;
- v. Amount of the Improvements Collateral to be released;
- vi. Release or waivers of mechanics liens of all parties who have furnished work, services, or materials for the Required Improvements, and

vii. Reasonable fees, if required by the COUNTY, to cover the cost of administration and inspections.

Upon such request, the COUNTY shall inspect the Required Improvements, both those completed and unfinished. If the COUNTY determines from the inspection that the Required Improvements have been completed, as provided herein, the COUNTY shall release a corresponding portion of the Improvements Collateral within thirty (30) days of inspection. The release shall be made in writing signed by the COUNTY. The amount to be released shall be the amount of the remaining Improvements Collateral LESS one hundred and twenty-five percent (125%) of the cost of the unfinished Required Improvements; provided, however, that the Improvements Collateral shall not be released in full until SUBDIVIDER posts the Warranty Collateral required hereunder.

c. Notice of Deficiency. If, upon inspection or otherwise, the COUNTY determines that SUBDIVIDER has violated its obligations hereunder, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY's sole discretion, an advanced Notice of Deficiency is not required.

d. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER's expense, in which event the COUNTY is not limited by the amount of the Collateral.

e. Assignment. In the event SUBDIVIDER fails to complete the Required Improvements, the COUNTY may assign the Improvements Collateral to a subsequent owner who acquires the Property, or a portion thereof, by purchase, foreclosure, or otherwise, which subsequent owner is bound by this Agreement.

f. Conflict. In the event of conflict between Section 9.5.5. of the Grand County Code and this Section 5, this Section 5 shall control.

6. **TIMELINE.** No later than twenty-four (24) months after the Effective Date, SUBDIVIDER shall complete the Required Improvements. The Required Improvements shall be deemed complete once the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code. If construction has not commenced within one year of the Effective Date, the COUNTY may, in its sole discretion, require resubmittal of the construction plans for review and compliance with current standards and engineering requirements. The COUNTY may also extend the deadlines in this Section 5 for good cause with a written amendment hereto signed by both Parties pursuant to Section 9.5.5.A(2) of the Code.

7. **PUBLIC DEDICATION.** SUBDIVIDER shall be responsible for the costs of construction, materials, and testing of all public Required Improvements within the Subdivision. The COUNTY shall not approve a full release of the Improvements Collateral until SUBDIVIDER conveys all public roads, streets, curbs, gutters, sidewalks, pedestrian paths, and drainage facilities, together with adequate easements and rights-of-way free, clear of any liens and encumbrances to the COUNTY.

8. **COUNTY EASEMENTS.**

a. Emergency Easement. SUBDIVIDER hereby grants to the COUNTY a perpetual right of access to, on and over all private roads within the Property for emergency purposes.

b. Temporary Easement. SUBDIVIDER hereby grants to the COUNTY a temporary, nonexclusive right of access to, on and over the Property for the purposes of constructing, maintaining, and repairing the Required Improvements during construction and through the Warranty Period.

9. **WARRANTY**. SUBDIVIDER hereby warrants the Required Improvements are free from defective workmanship or materials for a period of one (1) year after the Required Improvements obtain final acceptance by the COUNTY pursuant to Section 9.5.5.D and E of the Code, pursuant to the following:

a. Warranty Collateral. Prior to release of the Improvements Collateral, and to secure SUBDIVIDER'S obligations hereunder, SUBDIVIDER shall furnish cash or a good and sufficient, unconditional warranty bond in favor of Grand County, or certified check payable to "Grand County," in an amount equal to ten percent (10%) of the total Cost Estimate (the "Warranty Collateral").

b. Notice of Deficiency. If the COUNTY determines that the Required Improvements are defective during the Warranty period, which shall include revegetation of areas disturbed by SUBDIVIDER, the COUNTY shall mail a written Notice of Deficiency to SUBDIVIDER requesting repairs within thirty (30) days; provided, however, that in the event of an emergency as determined in the COUNTY'S sole discretion, an advanced Notice of Deficiency is not required.

c. Repair by County. If SUBDIVIDER does not undertake such abatement measures or repairs as requested or in the event of an emergency, the COUNTY shall have the right but not the obligation to make the repairs at SUBDIVIDER'S expense, in which event the COUNTY is not limited by the amount of the Collateral.

d. Release. The COUNTY shall release the Warranty Collateral within thirty (30) days of the expiration of the Warranty less any costs or expenses incurred by the COUNTY to repair defective workmanship or materials during the Warranty period.

10. **BREACH**. Upon breach by SUBDIVIDER of any obligation hereunder, the COUNTY hereby reserves all of its remedies under this Agreement, the Code, and Utah law, including the right to invoke Collateral, refuse to issue building permits, certificates of occupancy, or utility connections. Further, the COUNTY is entitled to reimbursement for all costs and expenses incurred to enforce this Agreement, including attorneys' fees and costs and as provided in Section 4 above. Any amounts due and owing by SUBDIVIDER to the COUNTY under this Agreement which are not paid in a timely manner may be certified to the Grand County Treasurer for collection with taxes.

a. Collateral Proceeds. In the event the COUNTY invokes Collateral, the proceeds shall be applied first to the COUNTY'S fees and expenses, including attorneys' fees, and then to completing or repairing the unfinished or defective Required Improvements. Excess Collateral proceeds, if any, are payable to SUBDIVIDER. The COUNTY has no obligation to utilize any funds, other than the Collateral proceeds, to complete any of the Required Improvements.

11. **MISCELLANEOUS.**

- a. Recording. SUBDIVIDER shall record this Agreement in the real property records of Grand County, Utah simultaneously with the Final Plat.
- b. Covenants Run with the Land/Limitation. The covenants of this Agreement shall run with that portion of the real property located in Grand County.
- c. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, heirs, agents, employees, representatives, and transferees.
- d. Headings. The paragraph headings are descriptive only and do not imply nor limit substantive material.
- e. Waiver. The failure to enforce or waiver of any specific requirement herein by either party shall not be construed as a general waiver of this Agreement.
- f. Severability. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the valid parts of this Agreement shall remain in effect.
- g. No Relationship. SUBDIVIDER is not an agent or employee of the COUNTY.
- h. Amendment. This Agreement may be amended only by an instrument in writing signed by both parties.

[Signature Page Follows]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND PROCEEDING THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH VALLEY DRIVE, THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT. THENCE ALONG A 2 DEG. 10' CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.; THENCE W 1513.8 FT. TO A 1/2" REBAR ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE N 0 DEG. 03' 930" W 711.8 FT. TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE EAST LINE OF SAID SE 1/4 OF SECTION 27. (NORTH 0 DEG. 01' WEST), also known as Parcel No. 02-0027-0024.

EXHIBIT B
Cost Estimate

PEAK VIEW DEVELOPMENT - Moab, Utah

Opinion of Probable Cost (OPC)

Phase 1 - Earthwork and Infrastructure

7/21/2020 JG



No.	Item Description	Quantity	Unit	Unit Price	Amount
1	General Requirements				
2	Mobilization/Demobilization	1	LS	\$ 25,000	\$ 25,000
3	Construction Surveying	1	LS	\$ 10,000	\$ 10,000
4	Quality Control & Material Testing (Soils, Concrete, Asphalt, etc.)	1	LS	\$ 15,000	\$ 15,000
5	Traffic Control	1	LS	\$ 5,000	\$ 5,000
6	Potholing	1	LS	\$ 5,000	\$ 5,000
7	Stormwater Management and Erosion Control	1	LS	\$ 5,000	\$ 5,000
8	As-builts, Punchlist and Closeout	1	LS	\$ 2,500	\$ 2,500
9	Mass Earthwork				
10	Clearing and Grubbing	2.8	Acres	\$ 1,500	\$ 4,200
11	Cut	2000	CY	\$ 7	\$ 14,000
12	Fill (assume 25% shrinkage)	2500	CY	\$ 11	\$ 27,500
13	Detention Pond Fine Grading (NE corner)	1	LS	\$ 2,500	\$ 2,500
14	Utilities				
15	Sewer Main				
16	Connect to Existing Sewer - CIP manhole base	1	EA	\$ 5,000	\$ 5,000
17	Sanitary Sewer Manhole	5	EA	\$ 5,000	\$ 25,000
18	8" SDR-35 PVC Sewer Main	975	LF	\$ 45	\$ 43,875
19	8" SDR-35 PVC Sewer Main Stubs (65+65+40+20)	190	LF	\$ 45	\$ 8,550
20	4" Sewer Service	16	EA	\$ 1,500	\$ 24,000
21	Culinary Water Main				
22	Connect to Existing Main - 8x12x8 TEE including Gate Valves	1	EA	\$ 10,000	\$ 10,000
23	8" C-900 PVC Water Main	980	LF	\$ 50	\$ 49,000
24	8" C-900 PVC Water Main Stubs with Cap and Thrust Block (65+65+40+20)	190	LF	\$ 50	\$ 9,500
25	3/4" Water Service	16	EA	\$ 1,250	\$ 20,000
26	Combination Air/Vac Assembly	1	EA	\$ 2,000	\$ 2,000
26	Hydrant Lateral and Assembly (including Tee, GV, etc.)	2	EA	\$ 6,000	\$ 12,000
27	8" Gate Valves (including Tee or Cross, Thrust Blocks, Valve Boxes, blow-off, etc)	11	EA	\$ 2,000	\$ 22,000
28	Irrigation Water Main				
29	Connect to Existing Main - Assume 8x4x8 TEE Including Gate Valves	1	EA	\$ 7,500	\$ 7,500
30	4" PVC Irrigation Main	980	LF	\$ 30	\$ 29,400
31	3/4" Irrigation Service	13	EA	\$ 1,000	\$ 13,000
32	4" Gate Valves (including Tee or Cross, Thrust Blocks, Valve Boxes, etc)	11	EA	\$ 1,500	\$ 16,500
33	Storm Drain				
34	Temporary Outlet Structure and 18" Outlet Pipe for Detention Pond	1	EA	\$ 5,000	\$ 5,000
35	Rip Rap Energy Dissipator (D50=9"), 7 CY w/Fabric underlayment - Gemini waterway	1	EA	\$ 2,000	\$ 2,000
36	Rip Rap Energy Dissipator (D50=9"), 7 CY w/Fabric underlayment - Johnston waterway	1	EA	\$ 2,000	\$ 2,000
37	Franchise Utilities (Trenching and Backfilling Only)				
38	Electric and Communication (along both sides of roads) {No Design a/o Apr 2020}	1000	LF	\$ 10	\$ 10,000
39	Gas Main (along north side of road) {No Design a/o Apr 2020}	1000	LF	\$ 10	\$ 10,000
40	Road Improvements				
41	Gemini Bridges Lane - Type I Road - ~225 feet, 34' wide				
42	Asphalt Paving (3" depth)	145	Tons	\$ 140	\$ 20,300
43	Base Course (11" depth)	260	CY	\$ 35	\$ 9,100
44	Compacted Sub-Base Course (12" depth)	285	CY	\$ 10	\$ 2,850
45	6" Mountable Curb and Gutter - Type D - Both Sides	250	LF	\$ 30	\$ 7,500
46	Temporary 4' Concrete Waterway accross Gemini Bridges - in lieu of Storm Drain A	176	SF	\$ 8	\$ 1,408
47	4' Concrete Sidewalk - Attached	100	SY	\$ 45	\$ 4,500
48	Nora Court - Type II Road - ~30 feet, 22' wide				
49	Asphalt Paving (3" depth)	15	Tons	\$ 140	\$ 2,100
50	Base Course (8" depth)	16	CY	\$ 35	\$ 560
51	Compacted Sub-Base Course (12" depth)	25	CY	\$ 10	\$ 250
52	10' Concrete Waterway and Transition Structures	630	SF	\$ 10	\$ 6,300
53	6" Mountable Curb and Gutter - Type D - Both Sides	100	LF	\$ 30	\$ 3,000
54	4' Concrete Sidewalk - Attached - both sides	28	SY	\$ 45	\$ 1,260
55	Pedestrian Ramps	2	EA	\$ 2,000	\$ 4,000
56	Johnston Drive - Type II Road - ~750 feet, 28.5' wide				
57	Asphalt Paving (3" depth)	400	Tons	\$ 140	\$ 56,000
58	Base Course (8" depth)	530	CY	\$ 35	\$ 18,550
59	Compacted Sub-Base Course (12" depth)	790	CY	\$ 10	\$ 7,900
60	Temporary 4' Concrete Waterway accross Gemini Bridges - in lieu of 20' waterway	176	SF	\$ 8	\$ 1,408
61	6" Mountable Curb and Gutter - Type D - Both Sides	1550	LF	\$ 30	\$ 46,500
62	4' Concrete Sidewalk - Attached - one side	372	SY	\$ 45	\$ 16,740
63	Pedestrian Ramps	4	EA	\$ 2,000	\$ 8,000
64	Spanish Valley Drive - Major Collector (built to minor collector width)				
65	Asphalt Paving (4" depth) (3,925 SF including tapers)(13' additional width)	100	Tons	\$ 140	\$ 14,000
66	Base Course (6" depth)	75	CY	\$ 35	\$ 2,625
67	Compacted Sub-Base Course (12" depth)	150	CY	\$ 10	\$ 1,500
68	10' Shared-Use Pathway ~125 feet (2" HMA ON 4" UTBC)	140	SY	\$ 25	\$ 3,500
69	Miscellaneous				
70	Street Light (Spanish Valley Drive and Gemini Bridges Lane)	1	EA	\$ 5,000	\$ 5,000
71	Pavement Markings (Crosswalks and Stop Bars)	1	LS	\$ 2,500	\$ 2,500
72	Street Signs (Combination street name and stop sign, speed limit signs)	4	EA	\$ 600	\$ 2,400
73	Subtotal Cost				\$ 691,776
74	Contingency (25%)				\$ 172,944
75	TOTAL BOND COST				\$ 864,720

Notes:

Based upon Phase 1 Improvement Plan Drawings dated May 19, 2020 prepared by SET Engineering
Franchise companies (Electric, Gas, COMM) costs are not included

After recording return to:
Hirschi, Baer & Clayton
Attn: David P. Hirschi
68 South Main Street, Suite 600
Salt Lake City, Utah 84101

STORMWATER DRAINAGE EASEMENT

This **STORMWATER DRAINAGE EASEMENT** (the “Easement”) is made and effective as of the ____ day of _____ 2020. For value received, **PEAK VIEW DEVELOPMENT, LLC**, a Utah limited Liability Company (“Grantor”), hereby grants to **GRAND COUNTY, UTAH**, a Utah political subdivision, its successors and assigns, (“Grantee”), a perpetual easement sufficient to connect storm water drainage facilities and to convey stormwater to such facilities upon the real property of Grantor in Grand County, State of Utah as more particularly described on *Exhibit A* and shown on *Exhibit B* attached hereto and by this reference incorporated herein (the “Easement”), together with the following rights and limitations:

1. The Easement is granted for the purpose of providing for the conveyance of stormwater through Grantor’s property more particularly described in *Exhibit C* attached hereto (“Grantor’s Property”). Grantor shall (i) accept all stormwater conveyed by the Easement that is contemplated by the Spanish Valley Storm Drain Master Plan (Update) adopted by Grand County in December of 2011, as amended (the “Drainage Plan”), which Drainage Plan is incorporated herein by this reference and (ii) be responsible for directing and disposing of the storm water in a commercially and environmentally reasonable manner.

2. Grantee shall have reasonable access to the Easement as necessary to carry out the purposes of this Easement.

3. The Easement is an non-exclusive property right of the Grantee and its successors and assigns and may be used by Grantor in connection with drainage from Grantor’s property; provided, however, in no way does this Declaration convey rights to any other person, utility, or entity on, across, or under the Easement except as expressly permitted herein and as anticipated by the Drainage Plan.

4. Neither Grantor nor its successors and assigns shall construct or install, or cause to be constructed or installed, any buildings, structures, fences, or other improvements including any vegetation or landscaping within the Easement that blocks or restricts the flow of stormwater, and any such improvements or encroachments may be subject to removal by Grantee without compensation.

5. The rights, burdens, and obligations of the parties hereto shall run with the land and be binding upon and shall benefit and be enforceable by their respective heirs, successors, and assigns in perpetuity. The Easement shall not be deemed to be modified or abandoned by non-use, inaction, or breach by Grantor or Grantee. Abandonment or modification shall only occur upon execution and recording of an instrument in writing and duly executed by Grantor and Grantee.

6. The rights and obligations under this Easement may be enforced by Grantor, Grantee, or their respective successors and assigns in an action for specific performance, damages, or both as may fit the circumstances. The sole venue for any dispute arising under this Easement shall be the courts of Grand County, Utah. Utah law governs this Easement and the interpretation of same.

7. Grantor warrants that it has full right and lawful authority to make the grant contained herein.

[signature page follows]

EXHIBIT A

Legal Description of Storm Drain Facilities

A drainage easement, located within the Northeast Quarter of Section 27, T26S, R22E, SLB&M, and being more particularly described as:

Commencing at the South Quarter corner of Section 22, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence South $00^{\circ}3'30''$ East 710.53 feet; thence East 794.63 feet to the point of beginning, and proceeding hence with a curve having a radius of 303.00 feet, to the right with an arc length of 42.43 feet, (a chord bearing of North $05^{\circ}06'58''$ West 42.40 feet); thence with a reverse curve having a radius of 197.00 feet, to the left with an arc length of 55.15 feet, (a chord bearing of North $09^{\circ}07'28''$ West 54.97 feet); thence North $39^{\circ}00'43''$ West 43.50 feet; thence North $10^{\circ}21'15''$ West 56.11 feet; thence North $02^{\circ}47'17''$ East 85.73 feet; thence with a curve having a radius of 533.00 feet, to the right with an arc length of 113.08 feet, (a chord bearing of North $00^{\circ}07'26''$ West 112.87 feet); thence North $05^{\circ}57'15''$ East 40.83 feet; thence South $86^{\circ}50'00''$ East 26.10 feet; thence with a curve having a radius of 278.00 feet, to the left with an arc length of 24.39 feet, (a chord bearing of South $08^{\circ}28'04''$ West 24.38 feet); thence South $05^{\circ}57'15''$ West 17.74 feet; thence with a curve having a radius of 508.00 feet, to the left with an arc length of 107.78 feet, (a chord bearing of South $00^{\circ}07'26''$ East 107.58 feet); thence South $06^{\circ}12'07''$ East 28.56 feet; thence with a curve having a radius of 758.42 feet, to the left with an arc length of 32.09 feet, (a chord bearing of South $07^{\circ}24'53''$ East 32.09 feet); thence South $12^{\circ}10'56''$ East 93.99 feet; thence with a curve having a radius of 757.27 feet, to the left with an arc length of 18.63 feet, (a chord bearing of South $16^{\circ}26'26''$ East 18.63 feet); thence with a reverse curve having a radius of 222.00 feet, to the right with an arc length of 62.15 feet, (a chord bearing of South $09^{\circ}07'29''$ East 61.95 feet); thence with a reverse curve having a radius of 278.00 feet, to the left with an arc length of 42.95 feet, (a chord bearing of South $05^{\circ}31'50''$ East 42.91 feet) to a point on Grantors' parcel boundary; thence with said boundary West 25.35 feet to the point of beginning, having an area of 12,640 square feet, 0.29 acres.

N 89°55'00" E
(BASIS OF BEARING)

SOUTH QUARTER CORNER
SECTION 22, T26S, R22E, SLB&M

SOUTHEAST CORNER
SECTION 22, T26S,
R22E, SLB&M

S 00°03'30" E 710.53'
(TIE)

DRAINAGE EASEMENT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 39°00'43" W	43.50'
L2	N 10°21'15" W	56.11'
L3	N 02°47'17" E	85.73'
L4	N 05°57'15" E	40.83'
L5	S 86°50'00" E	26.10'
L6	S 05°57'15" W	17.74'
L7	S 06°12'07" E	28.56'
L8	S 12°10'56" E	93.99'
L9	West	25.35'

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	303.00'	42.43'	42.40'	N 05°06'58" W
C2	197.00'	55.15'	54.97'	N 09°07'28" W
C3	533.00'	113.08'	112.87'	N 00°07'26" W
C4	278.00'	24.39'	24.38'	S 08°28'04" W
C5	508.00'	107.78'	107.58'	S 00°07'26" E
C6	758.42'	32.09'	32.09'	S 07°24'53" E
C7	757.27'	18.63'	18.63'	S 16°26'26" E
C8	222.00'	62.15'	61.95'	S 09°07'29" E
C9	278.00'	42.95'	42.91'	S 05°31'50" E

East 794.63'
(TIE)



30 South 100 East
Moab, UT 84532

EXHIBIT C

PEAK VIEW PROPERTY:

(Parcel #02-0027-0024)

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND PROCEEDING
THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH VALLEY DRIVE,
THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT. THENCE ALONG A 2 DEG.
10' CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.; THENCE W 1513.8 FT. TO A 1/2"
REBAR ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE N 0 DEG. 03
930" W 711.8 FT. TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE EAST
LINE OF SAID SE 1/4 OF SECTION 27. (NORTH 0 DEG. 01' WEST)

When recorded mail to:
David P. Hirschi, Esq.
HIRSCHI BAER & CLAYTON, PLLC
136 E. South Temple, Suite 1650
Salt Lake City, Utah 84111

STORMWATER DRAINAGE EASEMENT

This **STORMWATER DRAINAGE EASEMENT** (“Easement”) is made as of the _____ day of _____, 2020 by and between **GRUS LLC**, a Utah limited liability company, with an address of 867 East Simpson Avenue in Salt Lake City, Utah 84106 (“Grantor”), and **GRAND COUNTY, UTAH**, a Utah political subdivision (the “Grantee” or the “County”), and Peak View Development, LLC, a Utah limited liability company, with an address of 3597 Spanish Valley Drive in Moab, Utah 84532 (“Indemnitor”).

RECITALS

WHEREAS, Grantor owns certain real property located in Grand County, State of Utah, as more particularly described in *Exhibit A* attached hereto and by this reference made a part hereof (the “Grantor’s Property”); and

WHEREAS, Grantor is willing to grant to Grantee an easement across a portion of Grantor’s Property to benefit Grantee and the development of real property known as 3640 S. Spanish Valley Drive (Parcel No. 02-0027-0024) owned by Indemnitor, and

WHEREAS, Indemnitor agrees to indemnify Grantor of liability arising in connection with or otherwise resulting from this Easement.

NOW, THEREFORE, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee a perpetual non-exclusive easement in, to and under the easement property as more particularly described in *Exhibit B* and shown in *Exhibit C*, which exhibits are attached hereto and incorporated herein by this reference (the “Easement Property”), to construct, install, operate, use, maintain, repair, reconstruct, replace, and remove stormwater drainage infrastructure that discharges on Grantor’s Property (the “Facilities”) together with the right of ingress and egress to the Easement Property to the extent necessary to exercise Grantee’s rights hereunder.

2. **Construction and Maintenance.** Grantee shall be solely responsible for the construction, installation, operation, use, ongoing maintenance, cleaning, repairing and any replacement or reconstruction of the Facilities and shall perform such maintenance as may be reasonably necessary or required to keep the Facilities free from debris, safe, accessible and usable in the manner described in this Easement. Neither Grantee nor Indemnitor shall be liable for damage or injury occasioned by the negligence or willful misconduct of County, its designated agents, servants, or employees in connection with the foregoing duties of County.

3. **No Obstruction.** Except as mutually agreed to by the Parties in writing, Grantor shall not construct, erect, install, or allow any fence, wall, barricade or any other

obstruction, whether temporary or permanent in nature, which materially limits or impairs Grantee's free and unimpeded use of, or ingress and egress to or across, the Easement.

4. **Full Use and Enjoyment.** Except as limited herein, Grantor shall have the full use and enjoyment of Grantor's Property and the Easement Area.

5. **Restoration of Easement Property.** Upon completion of any work contemplated by Sections 1 and 2 of this Easement by Grantee, it agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. **Indemnification.** In consideration of the benefit derived from the granting of this Easement, Indemnitor agrees to defend, indemnify and hold Grantor, its successors and assigns, and Grantor's Property free and harmless from and against all claims, costs, expenses, demands, attorneys' fees and disbursements, suits, liabilities, judgments and damages incurred by Grantor and arising out of the granting of this Easement. This provision shall be binding upon the successors and assigns of Indemnitor.

7. **Notice.** Grantee shall attempt, in good faith, to provide at least five (5) days' written notice to Grantor of planned construction, installation, operation, use, maintenance, repair, replacement, or removal of the Facilities, except in the event of emergency, in which event notice is not required. Notice provided hereunder shall be provided by electronic mail transmission to the following addresses, or such updated email address on file with Grantee, and shall be deemed received upon sending unless the sending party receives a server rejection notice:

Grantor: loafies2@aol.com

With a copy to: blacksheepdevelopmentco@outlook.com

With a copy to: dave@hbcfirm.com

Grantee: Planning and Zoning Director

With a copy to: csloan@grandcountyutah.net, or current County Attorney

All other notices required under this Easement shall be in writing and mailed via first-class, postage-prepaid United States Mail, or by personal delivery to the address of the owner of Grantor's Property listed in the records of the Grand County Assessor's Office, as to Grantor, and to 125 E. Center Street, Moab, Utah 84532, as to Grantee.

8. **Miscellaneous.**

(a) **Binding Effect.** The easement hereby conveyed and granted, the restrictions hereby imposed, and the agreements herein contained, shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, Grantor and its respective successors and assigns.

(b) **Applicable Law.** This Easement shall be construed in accordance with and governed by the laws of the State of Utah.

(c) **Severability.** Whenever possible, each provision of this Easement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

(d) **Amendment; Entire Agreement; Counterparts.** Any additions or changes to this Easement must be in writing and signed by all parties hereto. This Easement contains the entire understanding among the parties hereto, and any other agreements among the parties hereto are merged or revoked by this Easement. This Easement may be executed in counterparts.

IN WITNESS WHEREOF, the Grantor has caused this Easement to be duly executed as of the date first above written.

GRANTOR:

GRUS, LLC,
a Utah limited liability company

By: _____
Jennifer P. Speers, Manager

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On this ___ day of _____, 2020, personally appeared before me Jennifer P. Speers, the Manager of GRUS, LLC, a Utah limited liability company, who duly acknowledged that she executed the within and foregoing instrument for and on behalf of said limited liability company under authority of its Certificate of Organization and Operating Agreement.

SEAL

NOTARY PUBLIC

GRAND COUNTY

Mary McGann, Chair
Grand County Council

STATE OF UTAH)
 : ss.
COUNTY OF GRAND)

On this ____ day of _____ 2020, personally appeared before me Mary McGann, Chair of the Grand County Council, who duly acknowledged that she executed the within and foregoing instrument for and on behalf of Grand County.

SEAL

NOTARY PUBLIC

PEAK VIEW DEVELOPMENT, LLC

BY: BLACK SHEEP DEVELOPMENT COMPANY, LLC
a Utah limited liability company, Manager

Jennifer Johnston, Manager

STATE OF UTAH)
 : ss.
COUNTY OF _____)

On this ____ day of _____, 2020, personally appeared before me Jennifer Johnston, Manager of Black Sheep Development Company LLC, a Utah limited liability company, which is Manager of Peak View Development LLC, a Utah limited liability company, who duly acknowledged to me that she executed the same on behalf of the Company and pursuant to authority set forth in its Operating Agreement and Articles of Organization.

SEAL

NOTARY PUBLIC

EXHIBIT A

Grantor's Property

A parcel of land located in Grand County, Utah known as Parcel # 02-0022-0001 and particularly described as follows:

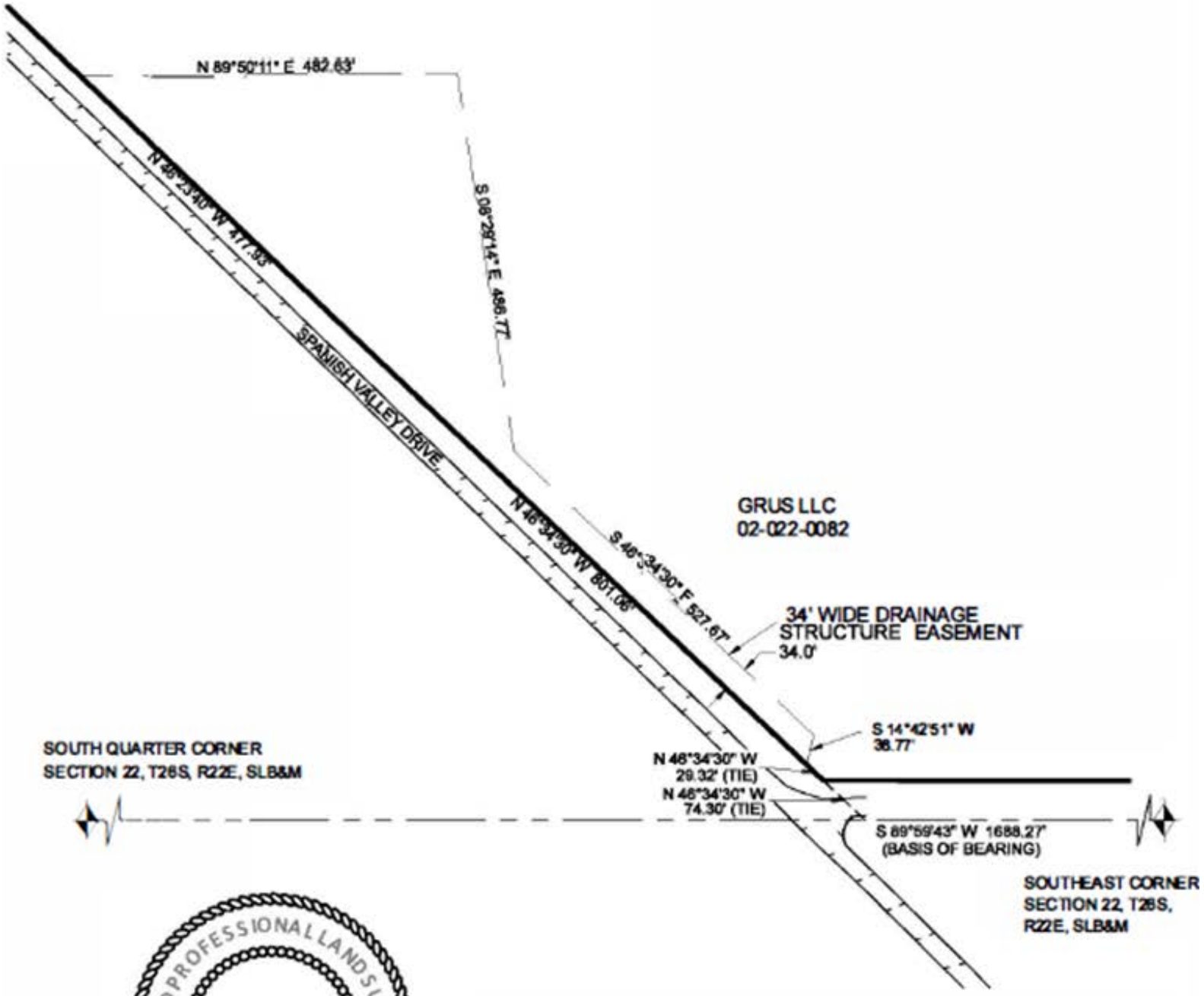
Beginning at point which is S 0°13'11" W 1569.24 ft. along section line (S 0°09' W 1572.74 feet by Record) and S 38°56'24" E 441.47 ft. (S 39°11' E 441.47 ft. by Record) from the Northwest corner of Section 22, T 26 S, R 22 E, S.L.M., said point being on the northeasterly right of way fence of Spanish Valley Drive; Thence N 47°44'54" E 621.74 ft. (N 47°34' E 621.74 ft. by Record) to a corner, thence S 37°49'40" E 46.37 ft. (S 37°45' E 45.07 ft. by Record) to a corner, thence N 52°29'39" E 381.56 ft. (N 52°31' E 381.5 ft. by Record) to a corner, thence N 52°34'44" E 721.44 ft. (N 52°41' E 721.3 ft. by Record) to a corner, thence N 49°11'33" E 208.33 ft. (N 49°13' E 208.7 ft. by Record) to a corner, thence S 33°00'07" E 757.93 ft. (S 33°01' E 727.14 ft. by Record) to a corner on the south line of the NW1/4 of the NW1/4 of said Section 22, thence S 89°40'21" E 254.02 ft. (East 267.1 ft. by Record) along the South line of the NW1/4 of the NW1/4 of said Sec. 22 to a corner, thence S 25°17'10" E 483.81 ft. (S 25°54' E 453 ft. by Record) to a corner, Thence S 49°18'28" E 424.50 ft. (S 49°18' E 424.5 ft. by Record) to a corner, thence N 78°42'44" E 169.16 ft. (N 78°27' E 174.0 ft. by Record) to a corner, thence N 79°48'09" E 88.30 ft. (N 79°46' E 88.3 feet by Record) to a corner, thence S 77°16'21" E 454.3 ft.. (S 77°18' E 454.3 feet by Record) to a corner, thence S 47°00'55" E 512.83 ft. (S 47°05' E 511.8 ft. by Record) to a corner on the west right of way line of East Bench Road, thence S 3°06'30" E 46.9 ft. (S 3°08' E 31.6 ft. by Record) along said right of way to a corner, thence S 25°25'54" E 200.00 ft. (S 25°27' E 200 ft. by Record) along said right of way, to a corner, thence S 87°56'22" E 38.47 ft. (S 89°57' E 73.1 ft. by Record) to a corner at the northwest corner of the Harrison Property, thence S 25°53'48" E 732.10 ft (S 25°55' E 732.1 ft. by Record) to a corner, thence S 13°33'50" E 345.38 ft. to a corner, thence S 64°06'07" W 320.0 ft to a corner, thence S 15°55'10" E 234.41 ft. to a corner on the northerly line of the Steve White Property, thence S 55°14'00" W 48.80 ft to a Corner at the northwest Corner of the Steve White Property, thence S 36°38'00" E 262.00 ft to a corner at the southwest Corner of the Steve White Property, thence N 70°00'00" E 247.10 ft to a Corner at the southeast Corner of the Steve White Property, thence S 13°26'13" E 1119.80 ft to a Corner at the north right of way fence of Kerby Lane at a point which is S 89°59'43" W 300.40 ft along Section line and N 13°26'13" W 50.08 ft. from the Southeast Corner of said Section 22, thence N 89°54'35" W 1430.20 ft along the north right of way fence of Kerby Lane to the Northeasterly right of way fence of Spanish Valley Drive, thence N 46°34'30" W 830.38 ft along said right of way fence to a Corner, thence N 46°23'40" W 616.28 ft. along said right of way fence to a Corner, thence N 45°10'10" W 1211.10 ft along said right of way fence to a corner, thence with said right of way fence N 44°35'51" W 503.4 ft. to a Corner, Thence with a fence N 51°18' E 477.7 ft. to a Corner, Thence N 39°43' W 451.0 ft to a Corner, thence with a fence S 50°25' W 141.0 ft., thence with a fence S 38°18' W 26.3 ft., thence with a fence S 45°11' W 55.9 ft, thence with a fence S 49°45' W 39.6 ft., thence with a fence S 49°26' W 248.8 ft., to a Corner at the northeasterly right of way fence of Spanish Valley Drive, thence with said right of way fence N 39°03'43" W 653.0 ft. to a Corner, thence N 38°57'28" W 475.22 ft. along said right of way fence to the point of beginning;

containing 228.25 acres more or less; and subject to a conservation easement recorded in the real property records of Grand County, Utah at Entry No. 499626 (bk. 778 pg. 79).

EXHIBIT B
Easement Property

A 34' wide drainage structure easement, located within the Southeast Quarter of Section 22, T26S, R22E, SLB&M, and being more particularly described as:

Commencing at the southwest corner of Grantor's parcel, said point being South 89°59'43" West 1688.27 feet along the section line and North 46°34'30" West 74.30 feet from the Southeast corner of Section 22, Township 26 South, Range 22 East, Salt Lake Base and Meridian, thence with the Spanish Valley Road right-of-way North 46°34'30" West 29.32 feet to the true point of beginning, and proceeding thence with said right-of-way North 46°34'30" West 801.06 feet; thence North 46°23'40" West 477.93 feet; thence North 89°50'11" East 482.63 feet; thence South 08°29'14" East 486.77 feet; thence South 46°34'30" East 527.67 feet; thence South 14°42'51" West 38.77 feet to the point of beginning, having an area of 147,132 square feet, 3.38 acres.



SOUTH QUARTER CORNER
SECTION 22, T28S, R22E, SLB&M

GRUS LLC
02-022-0082

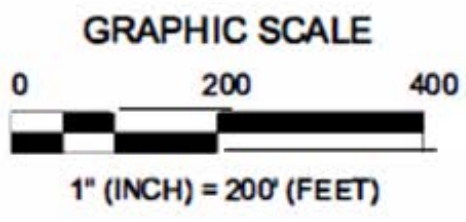
34' WIDE DRAINAGE
STRUCTURE EASEMENT
34.0'

S 14°42'51" W
38.77'

N 48°34'30" W
29.32' (TIE)
N 48°34'30" W
74.30' (TIE)

S 89°59'43" W 1688.27'
(BASIS OF BEARING)

SOUTHEAST CORNER
SECTION 22, T28S,
R22E, SLB&M



RED DESERT
Land Surveying
30 South 100 East
Moab, UT 84532
435.259.8171

EXHIBIT C
DRAINAGE STRUCTURE
EASEMENT

Project 051-19
Date 8/22/19
Sheet 1 of 1

After recording return to:
Hirschi, Baer & Clayton
Attn: David P. Hirschi
68 South Main Street, Suite 600
Salt Lake City, Utah 84101

**DEVELOPMENT AGREEMENT
AND DEED RESTRICTION
HIGH DENSITY HOUSING OVERLAY DISTRICT**
Pursuant to Grand County Code Section 4.7

This **DEVELOPMENT AGREEMENT AND DEED RESTRICTION** (this "Agreement") is made and entered into as of this ___ day of _____ 20___ (the "Effective Date") by and between **Peak View Development, LLC**, a Utah limited liability company with its principal place of business located at 3597 Spanish Valley Drive, Moab, Utah 84532 ("Owner/Developer"), and **Grand County**, a political subdivision of the State of Utah ("County").

Recitals

- A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the "Property"), which is attached hereto and incorporated herein by this reference.
- B. WHEREAS, Owner/Developer has petitioned Grand County to apply the High Density Housing Overlay District (the "HDHO District") to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code, as amended (the "Code").
- C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property, provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Code.
- D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102 and Code Section 4.7, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.

Agreement

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** All capitalized terms herein (unless otherwise expressly defined herein) shall have those meanings assigned in Section 4.7 of the Code.
2. **COVENANT TO COMPLY WITH CODE SECTION 4.7.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Code Section 4.7, which provisions, duties, and obligations are incorporated herein by this reference.
3. **DEED RESTRICTION.**

3.1. At least eighty percent (80%) of all lots or units developed ~~in each Phase of~~ ~~on the~~ Subdivision on the Property (each an “HDHO ~~Lot/Unit~~” or “HDHO Unit”) shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.

3.2.i Fifty (50%) of the HDHO Units (each a “Value Restricted HDHO Unit”) shall be value restricted such that the appreciation applicable to each value Restricted HDHO Unit shall not exceed Three percent (3%) per year above the initial selling price of the value Restricted HDHO Unit for the first five (5) years after the Initial Sale of the Value Restricted HDHO Unit. In addition, ten (10) of the Value Restricted HDHO Units shall be designated on the Master Plan as “Sale Restricted HDHO Units,” and the initial sales price for such Sale Restricted HDHO units shall not exceed one hundred and ten percent (110%) of the development cost of such units. Value Restricted HDHO Units besides those designated as Sales Restricted HDHO Units may be sold at market value. All Value Restricted and Sale Restricted HDHO Units, will be designated as such in the Master Plan.

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3.3.3.2 Each deed of conveyance for an HDHO Lot or HDHO Unit of the Property shall include the following Deed Restriction:

The real property described herein 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 real property is further subject to

the Development Agreement recorded in the real property records of Grand County, Utah on _____ (Date) at Entry No. _____.

Grantee(s) understand and agree that Grand County has reserved the right under the Development Agreement 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 Unit.

3.4.3.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Code Section 4.7, which Minimum Standards are incorporated herein by this reference. 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 3.3 by a record owner of any HDHO Unit in Grand County.

3.5.3.4. Owner/Developer shall include the deed restriction contained in Section 3.2 above in each and every deed of original conveyance of a Lot containing an HDHO Unit, and each deed of conveyance thereafter shall include the same. Further, Owner/Developer shall integrate this Section 3 by reference into the Declaration of Covenants, Conditions and Restrictions recorded against the Property.

4. DEFAULT.

4.1. A violation or breach of any provision hereunder, or Code Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor's office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Code Section 4.7, or Utah law including specific performance and monetary fines pursuant to this Section 4.2.

4.2. In the event an Event of Default is not cured under Section 4.1 of this Agreement, fines in the amount of \$50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

5. MISCELLANEOUS.

- 5.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
- 5.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.
- 5.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 5.4. This Agreement shall be governed by and construed under Utah law.
- 5.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 5.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 5.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Units, may not be amended or modified without reapplication to the County.

5.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

SUBDIVIDER:

PEAK VIEW DEVELOPMENT LLC

a Utah limited liability company

BY: BLACK SHEEP DEVELOPMENT COMPANY LLC

a Utah limited liability company, Manager

Jennifer Johnston, Manager

STATE OF UTAH)
) ss.
COUNTY OF GRAND)

On this ____ day of _____, 2020, Jennifer Johnston, Manager of Black Sheep Development Company LLC, which is the Manager of Peak View Development LLC, a Utah limited liability company, as SUBDIVIDER, personally appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of the SUBDIVIDER by authority in its Articles of Organization and Operating Agreement.

SEAL

NOTARY PUBLIC

GRAND COUNTY

Mary McGann,
Chair, Grand County Council

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On _____, 2020, Mary McGann as Chair of the Grand County Council, a Utah political subdivision, appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of Grand County by authority of its Policies and Procedures and Utah law.

SEAL

NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

BEGINNING AT THE N 1/4 CORNER OF SECTION 27, T26S, R22E, SLM AND PROCEEDING THENCE N 89 DEG. 55' E 883.6 FT. TO THE CENTER LINE OF SPANISH VALLEY DRIVE, THENCE ALONG SAID CENTER LINE S 45 DEG. 37' E 317.9 FT. THENCE ALONG A 2 DEG. 10' CURVE 431.8 FT. THENCE S 36 DEG. 16'30" E 204.7 FT.; THENCE W 1513.8 FT. TO A 1/2" REBAR ON THE WEST LINE OF THE NE 1/4 OF SAID SECTION 27; THENCE N 0 DEG. 03' 930" W 711.8 FT. TO THE POINT OF BEGINNING. BEARINGS ARE BASED ON THE EAST LINE OF SAID SE 1/4 OF SECTION 27. (NORTH 0 DEG. 01' WEST)