**GRAND COUNTY**

**Planning Commission**

**Tuesday, August 13, 2019**

**5:30 P.M. Regular Meeting**

**Grand County Courthouse**

**Council Chambers**

**125 E. Center St., Moab, Utah**

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

**5:30 PM**

**Discussion Item**

Approval of the June 11, 25, & July 23 2019 Meeting Minutes

Chair

**Discussion Item**

Citizens to be heard

Chair

**Discussion Item**

Ex Parte Communications

Chair

<table>
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<tr>
<th>Public Hearing/Action Item</th>
<th>Art &amp; Terri Hines (Rezone)</th>
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<tr>
<th>Public Hearing/Action Item</th>
<th>Buzzard’s Belly (Rezone)</th>
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<th>Nameste Rock (Rezone)</th>
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<tr>
<th>Public Hearing/Action Item</th>
<th>Murphy Flats (HDHO-15)</th>
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**Discussion Item**

Future considerations

Chair & Staff

**Discussion Item**

County Council Update – Terry Morse

Council Liaison

**ADJOURN**

**DEFINITIONS:**

*Public hearing* = a hearing at which members of the public are provided a reasonable opportunity to comment on the subject of the hearing.

*Public meeting* = a meeting required to be open to the public pursuant to the requirements of Title 52, Chapter 4, Open and Public Meetings; the public may or may not be invited to participate.

*Legislative act* = action taken by the County Council or Planning Commission; amending ordinances, adopting general plan, Annexations, zoning and rezoning; a reasonable debatable action that could promote the general welfare of the community.

*Administrative act* = action taken by the Planning Commission, County Council or staff interpreting ordinances and regulations, conditional uses, approving subdivision, site plans, issuing building permits; an administrative decision must satisfy the requirements prescribed under state law or the County Land Use Code, whichever is stricter.
June 11, 2019

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

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

Members Absent:

Staff Present: Zacharia Levine, and Kenny Gordon

Council Liaison: Terry Morse

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

Approval of Minutes: May 28, 2019: Robert O’Brien, motion to approve the May 28, 2019 meeting minutes with amendments. Seconded by Emily Campbell. Vote, 7 for and 0 against.

Citizens to be heard:

Marc Horwitz notification process, concerns about the HDHO process. Notify neighborhoods of HDHO applications.

Ex Parte Communication: None

Action Items:

Starbuck Subdivision:
Review and consider application materials provided to the planning commission related to the proposed Starbuck subdivision. Staff recommends a favorable recommendation for the HDH 5 Overlay to be applied to the subject parcel. Staff also recommends approval of the Preliminary Plat, contingent upon the statements included in Motion 2 above. Approval of the Preliminary Plat does not constitute legislative action applying the HDH overlay to the subject parcel. The applicant will be required to seek legislative approval of the High Density Housing (HDH) overlay in order for the conditional Preliminary Plat approval to be valid if it is granted by Planning Commission.

Tim Keogh could the design of the ponds be deferred to after the time of the Final Plat?
Zacharia Levine the plat would need to be amended because drainage facilities need to be shown on the plat.

Gerrish Willis calls for public comments. Close public hearing.

Robert O’Brien move to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO – 5) to the parcel at 1991 Starbuck Lane.
Seconded by Christine Green. Vote 7 for and 0 against. Motion carries.

Robert O’Brien Move to approve the proposed preliminary plat for Starbuck subdivision HDHO Development contingent upon the following:

a) The County Council approves the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-5 to the subject parcels;

b) The developer’s final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay.

Seconded by Christine Green. Vote 7 for and 0 against. Motion carries.

Viewgate Terrace:
Review and consider application materials provided to the planning commission related to the application of the HDH35b overlay to the subject parcel.
Staff agrees with other Development Review Team members that it is premature to send a favorable recommendation for the HDH35b overlay. Multiple questions have arisen regarding the capacity of the subject parcel to accommodate the level of development contemplated and made possible by an HDH35b overlay. With that in mind, Staff believes the subject parcel is in an appropriate location to accommodate higher density multi-family residential development—it is near the commercial core of Moab City and the proposed USU Moab campus, and it offers immediate access to US 191.

A proposed ordinance amending/removing use rights from all zones and/or overnight accommodations overlay for new/additional overnight accommodations developments, including Table 3.1 (Uses), Section 3.2 Use-Specific Standards, and Section 4.6 Overnight Accommodations Overlay District.

Christine Green move to send a (favorable or unfavorable) recommendation to the County Council for applying the High Density Housing Overlay (HDH35b) to the parcel located at 1248 S. Hwy. 191. Seconded by Abby Scott. Discussion. Vote 7 for and 0 against. Motion carries.

Soliciting oral and written comments on a proposed ordinance to remove overnight accommodations use rights from Use Table 3.1; to establish use-specific overnight accommodations overlay districts as a replacement to existing Section 4.6 Overnight Accommodations Overlay District; and, to apply the newly created use-specific overnight accommodations overlay districts to existing and vested projects in unincorporated Grand County:

Staff believes the stated motion and proposed land use code amendments accurately reflect the majority position of the planning commission, council, and residents of Grand County. Staff also believes the proposed amendments follow the policy logic and legislative intent that led to Ordinance 586 (temporary land use restriction, or moratorium, on new overnight accommodations) as well as the findings discovered over the months that followed. Lastly, staff acknowledges the need for ongoing long-range land use planning in Grand County. Staff will continue to support and facilitate conversations regarding the appropriate time, location, and nature of overnight accommodations development as well as the ways in which it relates to other land use needs, priorities, and community goals. The planning process should not end with the passage of the proposed ordinance.

Staff also notes that, as of June 6, 2019, the County Attorney had not fully reviewed and approved the proposed/draft ordinance as to content and form.

Public comment: Katherine Holyoak property owner, believes it takes away my personal property rights. Richard McElhainey General Contractor, property owner, planed on putting overnight rentals on his property that overnight accommodations would be removed as a use by right. Bryan Walston hurts people, I’m pro property rights. Please don’t forward a favorable recommendation to council. Kevin Collins, urges to not remove overnight accommodations as a use by right. Michael Skarda owns land north of town, please don’t apply generally to the entire County. Randy Day to much legislation to develop. People will go elsewhere, please protect private property rights. Jim Nelson has had attorney advise him that it is removing his property rights. Wayne Aston prohibition when applied to one industry has been shown not to work. Force destroys prosperity and freedom. Cooperation needs to happen. John Knight limiting use is not the right way to approach this problem, creates investor uncertainty. Wayne Hoskisson limiting overnight accommodations. Duane Stewart manager of an area where overnight accommodations are allowed, permits process is becoming difficult. Paul Morris campgrounds, it isn’t fair to lump them in with hotels/motels. More campgrounds are needed. Improve roads, cooperation with BLM and other agencies to improve and create campgrounds. Paul Jones please don’t forward a favorable recommendation of this ordinance. Delay this action and produce a path forward to develop. Jeff Adams supports removing overnight accommodations. Water resources to support development needs to be evaluated. Will Hansen were not going backward and we need to think about how to go forward. Need to protect property rights. Liz Ballenger supporting the ordinance. Greg Newman campgrounds should be treated differently than hotels/motels. Marc Horwitz where were developers when my property rights were be infringed, for a moratorium on overnight accommodations.

Gerrish Willis calls for public comments. Close public hearing.

Emily Campbell proposes to separate out the motion into three (3) different motions. Emily Campbell moves to repeal and replace Use Table 3.1: Remove overnight accommodations of all types as principal uses in all zone districts within Use Table 3.1. Seconded by Robert O’Brien. Discussion. Vote 6 for and 1 against (Christine Green). Motion carries.
Emily Campbell moves to repeal and replace Section 4.6 Overnight Accommodations Overlay District; Establish use-specific overnight accommodations overlay districts for hotels/motels, campgrounds, and residential units used for overnight accommodations (condos/townhouses/single-family residences) with associated approval procedures and development standards (e.g. OA – Hotels/Motels; OA – Campgrounds; OA – Residential).
Seconded by Kevin Walker. Discussion. Vote 6 for and 1 against (Christine Green). Motion carries.

Abby Scott had some concern about applying these same standards to campgrounds.
Robert O’Brien also shared similar concerns as Abby Scott.

Emily Campbell moves to amend original motion to forward a favorable recommendation on bullet point #2 to County Council to specifically state a favorable recommendation on items 1 – 5 for each of the proposed overlay zones and instead of using 6, refer to appropriate site specific development standards in the Land Use Code.
Seconded by Abby Scott. Discussion. Vote. 6 for and 1 against (Christine Green). Motion carries.

Kevin Walker has some concern about allowing existing uses to expand as outlined under 2 Purpose and intent of the OA overlay district.

Terry Morse read into record a memo from members of the County Council.

Kevin Walker motions to repeal and replace Section 4.6 Overnight Accommodations Overlay District; Establish use-specific overnight accommodations overlay districts for hotels/motels, campgrounds, and residential units used for overnight accommodations (condos/townhomes/single-family residences) with associated approval procedures and development standards (e.g. OA-Hotel/Motels; OA-Campgrounds; OA-Residential) that are in the draft be removed and that the existing standards in the land use code apply and that existing uses not be permitted to expand.
Seconded by Robert O’Brien. Discussion. Vote. 6 for and 1 against (Christine Green & Emily Campbell). Motion carries.

Emily Campbell moves to table #3 repeal and replace the Overnight Accommodations Overlay District map associated with existing Section 4.6 OAO Districts; Apply the use-specific overnight accommodations overlay districts to existing and vested projects of each use-type as per the maps presented in the ordinance exhibit. Until the June 25 planning commission meeting. Died for a lack of being seconded.

Kevin Walker moves to repeal and replace the Overnight Accommodations Overlay District map associated with existing Section 4.6 OAO Districts; Apply the use-specific overnight accommodations overlay districts to existing and vested projects of each use-type as per the maps presented in the ordinance exhibit. Seconded by Robert O’Brien. Discussion. Vote. 6 for and 1 against (Christine Green). Motion carries.

Discussion Items:
Development possibilities on Kane Creek Blvd.

Presentation and discussion by Craig Weston.

Future Considerations:

Community Development Department Update: None.

County Council Liaison report:: Terry Morse

Adjournment: Motion to adjourn meeting, all were unanimous. Adjourned at 8:33 pm.
DRAFT
Grand County Planning Commission

June 25, 2019

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

Members Present: Chair Gerrish Willis, Vice Chair Abby Scott, Robert O'Brien, Christine “Cricket” Green, Kevin Walker, Emily Campbell, and Rachel Nelson (via phone).

Members Absent:

Staff Present: Zacharia Levine, and Kenny Gordon

Council Liaison: Terry Morse

Meeting was called to order at 5:03 pm by Chair Gerrish Willis.

Approval of Minutes:

Citizens to be heard:

Ex Parte Communication: None

Action Items: None

Discussion Items:

Review, Article 9.1 Common Procedure, from the Grand County Land Use Code.

The addition of 9.1.2A6 High Density Housing is fine for this section.

At the end of the paragraph under 9.1.4 Application, remove the word “paragraph” and replace with “section 9.1.6.”

In the summary of land use authority table under section 9.1.5 summary of land use authority add “overlay district changes and overlay zones.”

Under section 9.1.8A Summary of Notice Requirements, the addition of “High Density Housing Overlay” to the table.

Under section 9.1.8B2 reads: “In addition to the above publication requirements.  The County shall mail notice to the public hearing not less than 10 days prior to the hearing to the record owner of each parcel within 200 feet of the property that is the subject of the land use application.”

Under section 9.1.9 Required Public Hearings, the addition of “High Density Housing Overlay” to the table, also the addition of “overlay district changes and overlay zones.”

Under section 9.1.8B3 sign be free from obstructions such as weeds and vegetation, signs be visible within 100 feet of subject property, and that letters on sign be at least two (2) inches tall.

Commission asks staff about their thoughts on the changes.

Development Standards:

Examples from other communities would have been nice to have from Landmark.

How would these standards be applied? Would they be applied to new development, or expansion?

At some point the commission would like to do a public survey to get a feel for what the community sees as a beneficial community use.

Look at and work on re-development standards for future use, not necessarily development standards for new development.

Details within these development standards should be more in line with our land use code.

Future Considerations:
Community Development Department Update: None.

County Council Liaison report: Terry Morse

Adjournment: Motion to adjourn meeting, all were unanimous. Adjourned at 7:25 pm.
DRAFT
Grand County Planning Commission

July 23, 2019

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

Members Present:
Members Absent:
Staff Present:
Council Liaison:

Approval of Minutes:

Citizens to be heard:

Ex Parte Communication:

Action Items:

Discussion Items:

Future Considerations:

Community Development Department Update:

County Council Liaison report:

Adjournment:
## Agenda Summary

**GRAND COUNTY PLANNING COMMISSION**  
**August 13, 2019**

<table>
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<tr>
<th>TITLE:</th>
<th>Public hearing to solicit oral and written comment on the Art &amp; Terri Hines Rezone application</th>
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<tr>
<td>FISCAL IMPACT:</td>
<td>N/A</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Community and Economic Development Staff</td>
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### POSSIBLE MOTIONS:

Move to forward a favorable/non-favorable recommendation of the Art & Terri Hines Rezone to the Grand County Council:

### STAFF RECOMMENDATION:

Review and consider application materials provided to the planning commission related to the proposed Art & Terri Hines Rezone.

### BACKGROUND:

See staff report attached.

### ATTACHMENT(S):

- Staff Report
- Rezone Application
- Applicant Statement
- Survey
- Title Report
- Tax Roll
- Fee
DATE: Tuesday, August 13, 2019
TO: Grand County Planning Commission
SUBJECT: Art & Terri Hines Rezone Application to change from Large Lot Residential to Small Lot Residential

PROPERTY OWNER: Arthur & Terri Hines
PROP. OWNER REP: Arthur & Terri Hines
ENGINEER: Bunker Engineering
PROPERTY ADDRESS: 2550 Spanish Valley Drive
SIZE OF PROPERTY: 0.75 Acres
EXISTING ZONE: Large Lot Residential (LLR)
EXISTING LAND USE: Vacant
ADJACENT ZONING AND LAND USE(S): Large Lot Residential (LLR)

APPLICATION TYPE
Rezone Application – LLR to SLR

STAFF RECOMMENDATION: Deny
Comments (optional): The subject parcel is too small to subdivide into two lots under the LLR zone district. The subject parcel, however, is included in the HDHO-15 District. The Applicant has been informed of their ability to seek an HDH overlay, which they initially sought to utilize. The Applicant expressed concern about the lack of protection for retirees in the HDHO ordinance originally adopted, however, that provision has been corrected. It is unclear why the Applicant no longer seeks to utilize the HDHO. Additionally, a rezone to SLR would result in a single parcel (aka “island”) zoned SLR surrounded by many parcels zoned LLR.

APPLICATION PROCEDURE
Decision Type: Legislative
Public Notices: ☐ Public Meeting at:
☐ Planning Commission
☐ County Council
☒ Planning Commission
☒ County Council
Attachments:
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☒ Vicinity Map
☐ Legal Notice
☒ Legal Description
☐ Public Comments
☐ Agency Comments
☒ Response to Standards
☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST
Applicant is requesting to rezone a 0.75 acre parcel of land from Large Lot Residential (LLR) to Small Lot Residential (SLR). The property is vacant and the applicant would like divide the lot into two lots, one being 0.50 acres and the other 0.25 acres. The Small Lot Residential (SLR) zone would allow for the desired lot sizes.
SITE IMPROVEMENTS / ADDITIONS / CHANGES
The applicant will extend all utilities including power, sewer, and water the the lots.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT
9.2.7 Issues for Consideration (See staff comments in red italics)

In making its determination, the Planning Commission and the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

A. Was the existing zone for the property adopted in error? No.

B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)? No, although the HDH overlay is leading to new development applications in the surrounding area.

C. Is there a need for the proposed use(s) within the area or community? A rezone would allow the applicants to subdivide and create a smaller lot as desired, although, as noted above, other legislative mechanisms also exist that would facilitate the subdivision while also ensuring the newly created lots are deed restricted or primary residents.

D. Will there be benefits derived by the community or area by granting the proposed rezoning? No.

E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)? No.

F. Should the development be annexed to a city? Anexation into the City of Moab would not be possible in this area.

G. Is the proposed density and intensity of use permitted in the proposed zoning district? To be determined.

H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts? No.

I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated? Densities would be similar to surrounding area.

J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? Yes. If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

K. Does the proposed change constitute “spot zoning”? Yes.

COMPATABILITY WITH GENERAL PLAN
The requested rezone does not comply with the general plan.

COMPATABILITY WITH LAND USE CODE (ZONING)
Rezone criteria are outlined in section 9.2.7 issues for consideration in the land use code.

LAND USE CODE REFERENCE SECTIONS
Section 9.2 Text and Zoning Map Amendments (Rezonings)
PROPERTY HISTORY
The property is vacant and the applicant would like divide the lot into two lots, one being 0.50 acres and the other 0.25 acres. The Small Lot Residential (SLR) zone would allow for the desired lot sizes.
GENERAL REZONE APPLICATION

(Multi-family Residential zone change requests please see Zoning Administrator for additional forms)

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY

Date of Submittal: ____________  Rezone Processing Fees: $500.00
Submittal Received by: _______  Amount Paid: ____________  Fees Received by: ___________________

CONTACT INFORMATION

Property owner: Arthur and Terri Hines
Address: ____________________________
Phone: ___________________ cell: ___________________ fax: ___________________
Email address: ____________________________

Engineer (if applicable): Bunker Engineering
Address: 965 East South Creek Rd Monticello UT 84535
Phone: 435-459-9152  cell: ___________________ fax: ___________________
Email address: bbunker@survey.com

Property owner representative: Arthur and Terri Hines
Address: ____________________________
Phone: ___________________ cell: ___________________ fax: ___________________
Email address: ____________________________

PROJECT INFORMATION

Project name: Hines
General location of the property: 2550 Spanish Valley Drive
Size of the subject property: __75 acres  Number of lots: ___________________
Surrounding land uses: LLR Residential
Current Zoning: LLR district  Proposed Zoning: SLR district
SUPPORTING MATERIALS

Zone change applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

☐ Survey. The applicant shall submit a certified survey of land area to be rezoned. Such survey map shall require at a minimum the following information:
   1. Subject land area acreage
   2. Adjacent uses and predominant uses in the vicinity
   3. Existing zoning designation of the subject property and surrounding property.
   4. A vicinity map.
   5. Proposed project conceptual plan

☐ Applicant Statement. A statement by the Applicant explaining the rationale for the rezone request relative to the issues for consideration (please see items #1-10 below) imposed by Sec 9.2.7 (Grand County LUC). In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

Sec. 9.2.7 Issues for Consideration:
   1. Was the existing zone for the property adopted in error?
   2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
   3. Is there a need for the proposed use(s) within the area or community?
   4. Will there be benefits derived by the community or area by granting the proposed rezoning?
   5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan.
   6. Should the development be annexed to a city?
   7. Is the proposed density and intensity of use permitted in the proposed zoning district?
   8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
   9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
   10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

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

☑ Taxes. A statement from the County treasurer showing the status of all current taxes due on the parcel.

☑ Surrounding Property Owners. A list of surrounding property owners and their legal mailing addresses within 100 feet of the exterior boundary of the parcel proposed to be rezoned.

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

☐ Application Fee. The process / filing fee of $500.00 shall be paid in full.
APPLICANT CERTIFICATION

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

Property Owner's Signature: __________________________ Date: 2-10-2019

State of Utah )
    ) SS
County of Grand )

SUBSCRIBED AND SWORN to and before me this day of , .

Eve C. Brannan
Notary Public State of Utah
My Commission Expires on:
April 13, 2023
Comm. Number: 705146

My Commission Expires
04/13/2023
GRAND COUNTY
Public Hearing Notice

(Planning Commission or County Council)

For: ____________________________

(Action requested)

Applicant Information:

________________________________________________________________________

(Applicant name and property address)

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

On: ____________________________ 2015 at ____________________________

(Date of Hearing) (Time of Hearing)

For more information contact the
Grand County Planning Department
Center & 100 East
Moab, Utah
435-259-1371

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

The sign shall be at a minimum 17" x 22" (ANSI C printing option) in size.
Grand County Planning Commission and County Council:

This letter is in regard to a request for a general rezone for our property located at 2550 Spanish Valley drive, this property is located North of the Sunset memorial cemetery and just north and across the road from where Old City Park road and Spanish Valley Drive intersect.

The current zone is large lot residential and we are asking for a variance to small lot residential.

We own ¾ of an acre at the location that was gifted to us from Terri’s parents and it is our intention to put our retirement home on the property, Terri and I are both lifelong residents of Grand County and I am retired from the Grand county Sheriff office and currently working another Job in Moab, Terri is employed by the Grand County Attorney’ office.

The reason we are asking for a Variance is so that we can give our son Bradley who is currently employed by the Grand County Sheriff office a parcel so he can put a home on the property.

Our intent is to retain a ¼ acre for ourselves and give him ¾ acre. We each intend to put a single family residence on each parcel in the area of approximately 1600 to 1800 square feet.

We do not intend to create numerous small rental units like the type that would be allowed in the High Density Overlay so we feel the variance to small lot residential is a better fit for our needs and would allow him to put a single family home on the ¾ acre parcel. Due to the costs of property in the area it is likely the only way he would be able to be a homeowner and still stay in Moab.

This would allow a better fit into the current use of the surrounding properties as well.

Currently the property across the street from our location has 2 single wide and one double wide mobile homes in close proximity to each other, the property to the north of our location has a small home with a studio apartment behind it, the next property is the subdivision developed by Archie Walker that has 4 residences on it one of which has a detached garage with living quarters, to the south of our parcel is a single family home with a large vacant lot between it and Spanish Valley Drive that I anticipate will be developed in the future in some manner by the owners son. Behind us is Terri’s parent s’ home and being able to develop our plan would make it easier to have someone there to help with their needs as well.

I don’t believe the environmental or scenic quality of the area will be diminished in any way as we intend live in and maintain the homes and landscape in a visually appealing manner.

As evidenced on the attached areal views you will be able to see that this is something that is not consistent with the surrounding area and would be an improvement.

We also don’t believe that allowing a smaller ¾ acre lot with a single family residence will adversely affect the integrity of the neighborhood in any way, our current home is on a lot that is smaller than what we are proposing and is more than adequate for a single family home.
There are currently plans to develop a large subdivision of very small lots in the area of Resource Boulevard which is very near our property to the North and there are also three story housing unit buildings being built between Desert Road and Highway 191 along Mesa road which are visible from our property.

We have already installed 2 sewer connections stubbed to the property line which required boring under Spanish Valley Drive to the East side of the road and the impact fee’s, connection fee’s encroachment fee’s etc. to the Spanish Valley water and Sewer District and Grand County Road Department have all been paid.

On the West side of Spanish Valley Drive crossing the front of our property and on our property in an easement is the gas main line, Spanish Valley Main water line and Irrigation line, and the current city water line and the new currently under construction main water line for Moab City. A new fire hydrant has been installed directly in front of the property.

Our power will be accessed from the line that crosses between our parcel and the neighbor to the north that supplies power to several homes in the area, our power will be dropped down from a transformer on that line and placed underground to the proposed homes.

All utilities are close by and will be easily accessed for connections without impacting any other properties.

If you have any further questions please feel free to contact me any time at 435-220-0516.

Thank you for your consideration of this request.

Arthur J Hines

Terri L Hines
### COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

<table>
<thead>
<tr>
<th>PROPERTY INFORMATION:</th>
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<tbody>
<tr>
<td>2550 Spanish Valley Dr., Moab, Utah 84532</td>
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<table>
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<tr>
<th>CLIENT</th>
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<tbody>
<tr>
<td>ART HINES</td>
<td></td>
</tr>
<tr>
<td>(435) 220-0516</td>
<td>COUNTY PR ONLY $150.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>OWNERS: ARTHUR HINES</td>
</tr>
<tr>
<td>TERRI HINES</td>
</tr>
</tbody>
</table>

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy. Our obligation under this commitment is limited by the following:

1. The Provisions in Schedule A.
2. The Requirements in Schedule B-I.
3. The Exceptions in Schedule B-II.
4. The Conditions on the inside cover page.

The Commitment is not valid without Schedule A and Sections I and II of Schedule B.
First American Title
File No.: 60,008-G

ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE ISSUED BY
FIRST AMERICAN TITLE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
First American Title  
File No.: 60,008-G

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

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

(d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
First American Title
File No.: 60,008-G

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

Transaction Identification Data for reference only:

<table>
<thead>
<tr>
<th>Issuing Agent:</th>
<th>South Eastern Utah Title Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Office:</td>
<td>150 East 100 North, Moab, Utah 84532</td>
</tr>
<tr>
<td>ALTA® Universal ID:</td>
<td>0002907</td>
</tr>
<tr>
<td>Loan ID Number:</td>
<td></td>
</tr>
<tr>
<td>Commitment Number:</td>
<td>60,008-G</td>
</tr>
<tr>
<td>Issuing Office File Number:</td>
<td>60,008-G</td>
</tr>
<tr>
<td>Property Address:</td>
<td>2550 Spanish Valley Dr., Moab, Utah 84532</td>
</tr>
<tr>
<td>[Revision Number:]</td>
<td></td>
</tr>
</tbody>
</table>
SCHEDULE A

1. Effective Date: February 22, 2019 @ 8:00 A.M.

2. Policy (or Policies) to be issued: N/A

   a. ALTA Eagle Owner's Policy
      Policy Amount: TBD
      Policy Fee: TBD
      Proposed Insured: TBD

   b. ALTA Extended Loan Policy
      Policy Amount: TBD
      Policy Fee: TBD
      Proposed Insured: TBD

   c. Endorsements Alta 8.1-06, Alta 9-06, Alta 22-06
      Alta 5 (PUD)
      Policy Amount: TBD
      Policy Fee: TBD

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

   ARTHUR J. HINES and TERRI L. HINES,
   husband and wife, as joint tenants

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

   SEE EXHIBIT “A”

Tax Parcel No: 02-0016-0167
Property Address: 2550 SPANISH VALLEY DR., MOAB, UTAH 84532
   (Vacant land, per Grand County Tax Roll)

By: ___________________________
     Authorized Countersignature
     (This Schedule A valid only when Schedule B is attached)
EXHIBIT “A”

DESCRIPTION OF A PARCEL OF LAND IN SECTION 16, T26S, R22E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH BEARS WITH THE SECTION LINE S 89 DEG. 03'00"W 1346.5 FT. FROM THE SE CORNER SECTION 16, T26S, R22E, SLM, AND PROCEEDING THENCE WITH SAID SECTION LINE S 89 DEG. 03'00"W 169.80 FT., THENCE N 39 DEG. 25'00"W 202.80 FT., THENCE N 59 DEG. 00'00"E 134.40 FT., THENCE S 39 DEG. 25'00"E 288.75 FT. TO THE POINT OF THE BEGINNING.

EXCEPTING therefrom all mineral and oil rights, that have been previously reserved or transferred in prior documents.
First American Title  
File No.: 60,008-G

SCHEDULE B, PART I  
Requirements

All of the following Requirements must be met: **N/A**

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

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

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

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

5. Release or Reconveyance of item #:

6. Other:
SCHEDULE B, PART II
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:
1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I "Requirements" are met.

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

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

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

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

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

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

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.
First American Title  
File No.: 60,008-G  

8. Taxes for the year 2019 are now accumulating not yet due. Taxes for 2018 were paid in the amount of $579.26.  

Tax Parcel No.: 02-0016-0167  

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

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

11. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights however, the following were found of record: A Reservation of all mineral and oil rights as disclosed in the Warranty Deed, recorded December 3, 1943 in Book 3E at page 517 as entry no. 201824. The Title Company has not verified the vested current owner of this severed interest.  

12. Ditches, canals, easements, rights of way or fence lines that may be established upon said land, included but not limited to any portion within Spanish Valley Drive.  

13. Resolution No. 2343 of the Grand County Council, recorded August 1, 1997 in Book 507 at page 21 as entry no. 441997, granting a subdivision exemption for said property.  

14. Terms and conditions as contained in the Right of Way and Easement executed by Art Hines and Terri Hines in favor of Questar Gas Company for a right of way and easement 20 feet in width to lay, maintain, operate, repair, inspect, protect, remove and replace pipelines, valves and other facilities, recorded February 25, 2008 in Book 721 at page 455 as entry no. 484759 AND also recorded March 4, 2008 in Book 722 at page 192 as entry no. 484836.  

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

Owners: ARTHUR J. HINES and TERRI L. HINES  

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

EMAIL CLOSING DOCUMENTS TO:  
Deborah Brown/Escrow Agent ~ deborah@southeasttitle.com  
or Emily Lanter/Escrow Agent ~ emily@southeasttitle.com
First American Title
File No.: 60,008-G

CHAIN OF TITLE

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

None were found recorded within the last 24 months.
LOT 4 (SW1/4SE1/4) SECTION 16 T26S R22E

"SOUTHEASTERN UTAH TITLE COMPANY" FURNISHES THIS PLAT SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND. THE TITLE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.
GRAND COUNTY CORPORATION
Tax Roll Master Record

 Parcel: 02-0016-0167
 Name: HINES ARTHUR J
 c/o Name: 
 Address 1: 3 LA SAL RD
 Address 2: 
 City State Zip: MOAB UT 84532-0000
 Mortgage Co: 
 Status: Active

Year: 2019
District: 002 SPANISH VALLEY

Owners
Interest
Property Information

HINES ARTHUR J
HW JT
483278
01/04/2008
(07/17/0082)

HINES TERRI L
HW JT
483278
01/04/2008
(07/17/0082)

2019 Values & Taxes

<table>
<thead>
<tr>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>LV01 LAND VACANT</td>
<td>0.75</td>
<td>55,000</td>
<td>55,000</td>
</tr>
<tr>
<td>Totals:</td>
<td>0.75</td>
<td>55,000</td>
<td>55,000</td>
</tr>
</tbody>
</table>

2018 Values & Taxes

<table>
<thead>
<tr>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
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<td>55,000</td>
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<tr>
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<td>0.75</td>
<td>55,000</td>
<td>55,000</td>
</tr>
</tbody>
</table>

**** ATTENTION !! ****
Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2019 Taxes: 579.26
Special Fees: 0.00
Penalty: 0.00
Abatements: ( 0.00)
Payments: ( 170.74)
Amount Due: 408.52

2018 Taxes: 579.26

Review Date 01/21/2015

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

Taxing Description

BEGINNING AT A POINT WHICH BEARS WITH THE SEC LINE S 89°03'00"W 1346.5 FT FROM THE SE COR SEC 16 T26S R22E SLM AND PROCEEDING THENCE WITH SAID SEC LINE S 89°03'00"W 169.80 FT; N 39°25'00"W 202.80 FT; N 59°00'00"E 134.40 FT; S 39°25'00"E 288.75 FT TO BEG 0.75 AC±

History

THIS IS A 2009 PARCEL
SOUTH EASTERN UTAH TITLE COMPANY
Serving Carbon, Emery, Grand and San Juan Counties

This Notice, which is required by governmental regulations, gives us the opportunity to welcome you and thank you for using the services of South Eastern Utah Title Company. If you have not had the opportunity to use our services before, we think you'll be happy with what we do. If you are one of the many loyal customers with whom we have worked with before, we extend a special “Thank You”

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

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

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

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

Former Customers

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

Confidentiality and Security

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

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

We look forward together with you and assisting you with the completion of your transactions.
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 02-0016-0167  Serial #:26-22-16-41.2  Entry: 483278
Name: HINES ARTHUR J
   Address 1: 3 LA SAL RD
   Address 2: 
   City State Zip: MOAB UT 84532-0000
Mortgage Co:
Status: Active  Year: 2019  District: 002 SPANISH VALLEY 0.010532

Property Information

<table>
<thead>
<tr>
<th>Property Information</th>
<th>2019 Values &amp; Taxes</th>
<th>2018 Values &amp; Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units/Acres</td>
<td>Market</td>
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<tr>
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<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Description</th>
<th>Type</th>
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<td>12/11/2018</td>
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<td>10:48AM</td>
<td>GC PAY DEDUCT #104001 2/4/19</td>
<td>Current - Check</td>
<td>25.00 dlittiefe</td>
</tr>
</tbody>
</table>

Total Payments: 145.74

NO BACK TAXES

GRAND COUNTY TREASURER / DEPUTY

signature

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

Taxing Description

BEGINNING AT A POINT WHICH BEARS WITH THE SEC LINE S 89°03'00"W 1346.5 FT FROM THE SE COR SEC 16 T26S R22E SLM AND PROCEEDING THENCE WITH SAID SEC LINE S 89°03'00"W 168.60 FT; N 39°25'00"W 202.80 FT; N 59°00'00"E 134.40 FT; S 39°25'00"E 288.75 FT TO BEG 0.75 AC±

History

THIS IS A 2009 PARCEL
Name and address of property owners within one hundred feet of 2550 Spanish Valley Drive:

Dean Chapman  
2451 Spanish Valley Drive  
Moab Utah 84532

Leanne Blackmon  
2497 Spanish Valley Drive  
Moab Utah 84532

Joyce Jones  
2560 Spanish Valley Drive  
Moab Utah 84532

Marilyn Worthley  
2476 Spanish Valley Drive  
Moab Utah 84532

Gerald Swasey  
541 Rosetree Lane  
Moab Utah 84532
THE INFORMATION USED TO DRAW THIS PLAT IS FROM THE G.L.O. SURVEY PLATS, PRIVATE SURVEYS AND MYLAR PLATS LOCATED AT THE RECORDERS OFFICE.
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previous Balance</td>
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<td>Licenses &amp; Permits - Planning &amp; Z. Fees</td>
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<td>10-3220-000-000 PLANNING &amp; Z.FEES</td>
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07/10/2019 2:04 PM
GENERAL REZONE APPLICATION
(Multi-family Residential zone change requests please see Zoning Administrator for additional forms)
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY

Date of Submittal: Rezone Processing Fees: $500.00
Submittal Received by: Amount Paid: Fees Received by:

CONTACT INFORMATION

Property owner: Arthur and Terri Hines
Address: 3 Lassen Road MOAB UT 84532
Phone: cell: 435-270-0516
Email address: Arines628@yahoo.com

Engineer (if applicable): Bunker Engineering
Address: 965 Fault South Creek Rd Moab UT 84532
Phone: 435-459-7162
cell: 435-270-0516
Email address: dbunker@survey.com

Property owner representative: Arthur + Terri Hines
Address: 3 Lassen Road MOAB UT 84532
Phone: cell: 435-270-0516
Email address:

PROJECT INFORMATION

Project name: Hines
General location of the property: 2550 Spanish Valley Drive
Size of the subject property: 75 acres
Surrounding land uses: LLR Residential
Current Zoning: LLR district
Proposed Zoning: SLR district
Title: Public hearing to solicit oral and written comment on the Buzzard’s Belly Rezone application

Fiscal Impact: N/A

Presenter(s): Community and Economic Development Staff

Possible Motions:

Move to forward a favorable recommendation of the Buzzard’s Belly Rezone to the Grand County Council.

Staff Recommendation:

Review and consider application materials provided to the planning commission related to the proposed Buzzard’s Belly Rezone. Staff recommends the planning commission move to forward a favorable recommendation to the Grand County Council.

Background:

See staff report attached.

Attachment(s):

- Staff Report
- Rezone Application
- Applicant Statement
- Survey
- Title Report
- Tax Roll
- Fee
DATE: Tuesday, August 13, 2019
TO: Grand County Planning Commission
SUBJECT: Buzzard’s Belly Rezone Application – RG to NC

PROPERTY OWNER: Alan & Jean Murawski
PROP. OWNER REP: Jean Murawski
ENGINEER: N/A
PROPERTY ADDRESS: 137 S. Cisco Boat Ramp Road, Cisco, UT
SIZE OF PROPERTY: 0.52 Acres
EXISTING ZONE: Range & Grazing (RG)
EXISTING LAND USE: Vacant (old store)
ADJACENT ZONING AND LAND USE(S): Neighborhood Commercial (NC), Range & Grazing (RG)

APPLICATION TYPE
Rezone Application – RG to NC

STAFF RECOMMENDATION: Approve
Comments (optional): Staff is highly supportive of the Applicants reopening the subject store.

APPLICATION PROCEDURE
Decision Type: Choose an item.
Public Notices: ☐ Public Meeting at:
☑ Planning Commission
☐ County Council
☐ Public Hearing at:
☐ Planning Commission
☑ County Council

Attachments:
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☑ Vicinity Map
☐ Legal Notice
☐ Legal Description
☐ Public Comments
☐ Agency Comments
☐ Response to Standards
☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST
Applicant is requesting to rezone a 0.52 acre parcel of land from Range & Grazing to Neighborhood Commercial (NC). The property is the site of an old general store that has been unutilized and the applicant would like to reopen the store. Due to the store not being in use for a period longer than six (6) months and also since the current zoning of Range & Grazing does not allow for a general store the request of Neighborhood Commercial (NC) zoning has been made. The Neighborhood Commercial (NC) zone would allow for stores selling, home, business goods including alcoholic beverages, convenience goods, dry goods, tobacco and related products.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
Grand County would benefit from the zoning change by providing additional services to the Cisco area and generating additional tax revenue from the store. The store will have an approved ADA public restroom and the
applicant is working with the health department to provide adequate water. Electrical service has also been upgraded to the parcel.

**CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT**

9.2.7 Issues for Consideration (See staff comments in red italics)

In making its determination, the Planning Commission and the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

A. Was the existing zone for the property adopted in error? *No. Had the store continued operating without abandonment, it would be considered a legal nonconforming use. Staff assumes the County spent little time considering the zoning designations and development characteristics in Cisco at the time current regulations and zoning designations were established. The existing zone does not allow for the applicant to re-open the general store.*

B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)? *Rocky Mountain Power has upgraded its electrical capacity in the area. Cisco is home to increasing levels of through traffic from tourists, recreationists and others.*

C. Is there a need for the proposed use(s) within the area or community? *This zone change would allow the applicant to open a store that would provide a beneficial use for the community of Cisco, travelers, recreationists and others.*

D. Will there be benefits derived by the community or area by granting the proposed rezoning? *See above.*

E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)? *Staff belives that the proposal is in conformance with the policies, intents and requirements of the Grand County General Plan.*

F. Should the development be annexed to a city? *Anexation into the City of Moab would not be possible in Cisco.*

G. Is the proposed density and intensity of use permitted in the proposed zoning district? *The proposed zone (GB) borders zoning of the same type (GB) and the proposed density and intensity of use permitted in the proposed zone district would not be adversely affected by the zone change.*

H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts? *The site is suitable for a rezone based on a consideration of environmental and scenic quality impacts.*

I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated? *The proposed zone (GB) borders zoning of the same type (GB). Staff does not belive that there would be any adverse impacts.*

J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? *There are few utilities in Cisco, electricity has been upgraded to the site, and applicant is working with the health department on water and sewer. If utilities are not available, could they be reasonably extended? See prior comment.* Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed
The applicant has upgraded the power available at this site and is working with the health department on the water and sewer.

K. Does the proposed change constitute “spot zoning”? No.

COMPATABILITY WITH GENERAL PLAN
The requested rezone is consistent with the General Plan and future land use plan.

COMPATABILITY WITH LAND USE CODE (ZONING)
Rezone criteria are outlined in section 9.2.7 issues for consideration in the land use code. Staff has reviewed the criteria and found the submitted application substantially consistent with the state criteria.

LAND USE CODE REFERENCE SECTIONS
Section 9.2 Text and Zoning Map Amendments (Rezonings)

PROPERTY HISTORY
The property is the site of an old general store that has been unutilized and the applicant would like to re-open the store. Due to the store not being in use for a period longer than six (6) months and also since the current zoning of Range & Grazing does not allow for a general store the request of Neighborhood Commercial (NC) zoning has been made. The Neighborhood Commercial (NC) zone would allow for stores selling, home, business goods including alcoholic beverages, convenience goods, dry goods, tobacco and related products.
# GENERAL REZONE APPLICATION

(Multi-family Residential zone change requests please see Zoning Administrator for additional forms)

Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)258-1343

<table>
<thead>
<tr>
<th>FOR OFFICE USE ONLY</th>
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<tr>
<td>Date of Submittal:</td>
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<td>Rezone Processing Fees: $500.00</td>
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<tr>
<td>Submittal Received by:</td>
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<tr>
<td>Amount Paid:</td>
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<tr>
<td>Fees Received by:</td>
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## CONTACT INFORMATION

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<thead>
<tr>
<th>Property owner:</th>
<th><strong>ALAN &amp; JEAN MURAWSKI</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>________________________</td>
</tr>
<tr>
<td>Phone:</td>
<td>________________________</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:buzzardsbelly@gmail.com">buzzardsbelly@gmail.com</a></td>
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<tr>
<th>Engineer (if applicable):</th>
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<table>
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<tr>
<th>Property owner representative:</th>
<th><strong>JEAN MURAWSKI</strong></th>
</tr>
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<tbody>
<tr>
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<tr>
<td>Email address:</td>
<td><a href="mailto:buzzardsbelly@gmail.com">buzzardsbelly@gmail.com</a></td>
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</table>

## PROJECT INFORMATION

<table>
<thead>
<tr>
<th>Project name:</th>
<th><strong>BUZZARDS BELLY GENERAL STORE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>General location of the property:</td>
<td><strong>CISCO GENERAL STORE CISCO UTAH</strong></td>
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<tr>
<td>Size of the subject property:</td>
<td><strong>LESS THAN</strong> acres</td>
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<tr>
<td>Number of lots:</td>
<td>1</td>
</tr>
<tr>
<td>Surrounding land uses:</td>
<td><strong>VACANT</strong></td>
</tr>
<tr>
<td>Current Zoning:</td>
<td><strong>GRASSING</strong> district</td>
</tr>
<tr>
<td>Proposed Zoning:</td>
<td><strong>COMMERCIAL</strong> district</td>
</tr>
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</table>
SUPPORTING MATERIALS

Zone change applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

☐ Survey. The applicant shall submit a certified survey of land area to be rezoned. Such survey map shall require at a minimum the following information:
   1. Subject land area acreage
   2. Adjacent uses and predominant uses in the vicinity
   3. Existing zoning designation of the subject property and surrounding property.
   4. A vicinity map
   5. Proposed project conceptual plan

☐ Applicant Statement. A statement by the Applicant explaining the rationale for the rezone request relative to the issues for consideration (please see items #1-10 below) imposed by Sec 9.2.7 (Grand County LUC). In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

Sec. 9.2.7 Issues for Consideration:
   1. Was the existing zone for the property adopted in error?
   2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
   3. Is there a need for the proposed use(s) within the area or community?
   4. Will there be benefits derived by the community or area by granting the proposed rezoning?
   5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan.
   6. Should the development be annexed to a city?
   7. Is the proposed density and intensity of use permitted in the proposed zoning district?
   8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
   9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
   10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

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

☐ Taxes. A statement from the County treasurer showing the status of all current taxes due on the parcel.

☐ Surrounding Property Owners. A list of surrounding property owners and their legal mailing addresses within 100 feet of the exterior boundary of the parcel proposed to be rezoned.

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

☐ Application Fee. The process / filing fee of $500.00 shall be paid in full.
APPLICANT CERTIFICATION

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

Property Owner's Signature: [Signature] Date: 5/30/19

State of Utah  ]  SS
County of Grand  )

SUBSCRIBED AND SWORN to and before me this __________ day of ____, 20__.
Application Statement for Rezoning

Parcel No. 04-0023-0153

Alan and Jean Murawski

662 N Terrace Dr

Grand Junction, Co

The existing zoning adopted is not in error, grazing, we want to change it to commercial to open up a General store. There has not been a change in character of the area, its Cisco, we want to help revive the area. The community will benefit from the zoning change by additional services to area and tax revenue from the store. Annexation would be a governmental decision. Since the zoning changes will not change the physical appearance of The Cisco Landing Store, Cisco, or impact the environmental quality, the zoning request should be granted. The zoning change is only for the mentioned parcel, ½ acre, we don’t see this change as a starter for development. The store will have an approved ADA public restroom once the zoning has changed. We have upgraded the power to the parcel very recently, and added the internet. Our intent is to capture the River runners and curious tourist as our customer base with refreshments and a few personal items and some other novel Cisco merchandise.

Respectfully,

Alan Murawski

Jean Murawski
SURVEYOR'S CERTIFICATE

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7542504. I further certify that a land survey was made of the property described below, and the findings of that survey are as shown herein.

Lucas Blake
License No. 7542504

BOUNDARY DESCRIPTION

Book 867, Page 636-639, Entry No. 529304

Parol: 04-20-21

Beginning at a point in the West Line of the SW 1/4 NE 1/4 of Section 24, Township 21 South, Range 23 East Salt Lake Base and Meridian, a record of survey was used and checks for section break down. Surveyor: Udel S. Williams. Final August 15, 2007.

NARRATIVE

The Basis of Bearings is N 89°46'50"W between the NE corner and N 1/4 corner of Section 24, Township 21 South, Range 23 East Salt Lake Base and Meridian. A record of survey was used and checks for section break down. Surveyor: Udel S. Williams. Final August 15, 2007.

The purpose of this survey is to retrace and monument the boundary of the above described property according to the official records and the location of pertinent existing improvements located on the ground.

PC Packet 08-13-19
47 of 151
SURVEYOR'S CERTIFICATE

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 754895. Further certify that a field survey was made of this property described below, and the findings of that survey are as shown hereon.

Lucas Blake
License No. 754895

BOUNDARY DESCRIPTION

Bock 867, Page 606-609, Entry No. 529304

Parcel 8-04-023-0113

Beginning at a point in the West Line of the Big Mountain, NE X NE X of section 24, Township 21 South, Range 23 East, 5th PM, which point is 892 feet south and 1320 feet West from the NE corner of Section 24; thence South 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the point of beginning; containing 0.617 acres, more or less.

NARRATIVE

The Basis of Bearings is N 89°46'34" W between the NE corner and N 1/4 corner of Section 24, Township 21 South, Range 23 East Salt Lake Base and Meridian, a record of survey was used and checked for section break downs. Surveyor: Udell S. Williams. Filed August 15, 2007.

State Plane Utah Central NAD83 coordinate system (US Survey Feet) was used for this survey.

The purpose of this survey is to relocate and monument the boundary of the above described property according to the official records and the location of pertinent existing improvements located on the ground.

Jean Murawski
Red Desert Land Surveying
100 Pennsylvania Ave
Cisco, Utah

PC Packet 08-13-19
48 of 151
**South Eastern Utah Title Company**  
SERVING CARBON, EMERY, GRAND & SAN JUAN COUNTIES  
150 East 100 North, Moab, Utah 84532  
Phone: 435-259-7635 Fax: 435-259-7637  
Email closing docs to: shauna@southeasttitle.com

**COMMITMENT FOR TITLE INSURANCE PREPARED FOR:**

<table>
<thead>
<tr>
<th>PROPERTY INFORMATION:</th>
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<tbody>
<tr>
<td>73 S. Cisco Boat Ramp Rd., Cisco, Utah</td>
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</table>

<table>
<thead>
<tr>
<th>CLIENT</th>
</tr>
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</table>
| Jean Murawski | PR Only for Grand County – Fee: $150.00  
| 662 N. Terrace Dr. |  
| Grand Junction, Colorado 81507 |  
| (970) 712-3881 |  
| buzzardbelly@gmail.com |  

<table>
<thead>
<tr>
<th>OWNERS</th>
</tr>
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<tbody>
<tr>
<td>Jean Murawski and Alan Murawski</td>
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</tbody>
</table>

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy. Our obligation under this commitment is limited by the following:

1. The Provisions in Schedule A.  
2. The Requirements in Schedule B-I.  
3. The Exceptions in Schedule B-II.  
4. The Conditions on the inside cover page.

The Commitment is not valid without Schedule A and Sections I and II of Schedule B.
ALTA Commitment for Title Insurance 6-17-06 Revised (08-01-16)

COMMITMENT FOR TITLE INSURANCE ISSUED BY
FIRST AMERICAN TITLE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

COMMITMENT CONDITIONS

1. DEFINITIONS

(a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
(b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
(c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
(d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
(e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
(f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
First American Title
File No.: 60,073-G

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

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

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

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

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

4. COMPANY’S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

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

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

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

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

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

(d) The deletion or modification of any Schedule B, Part II Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
First American Title
File No.: 60,073-G

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

Transaction Identification Data for reference only:

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<tr>
<th>Issuing Agent:</th>
<th>South Eastern Utah Title Company</th>
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<tbody>
<tr>
<td>Issuing Office:</td>
<td>150 East 100 North, Moab, Utah 84532</td>
</tr>
<tr>
<td>ALTA® Universal ID:</td>
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<tr>
<td>Loan ID Number:</td>
<td></td>
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<tr>
<td>Commitment Number:</td>
<td>60,073-G</td>
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<tr>
<td>Issuing Office File Number:</td>
<td></td>
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<tr>
<td>Property Address:</td>
<td>73 S. Cisco Boat Ramp Rd., Cisco, Utah</td>
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<tr>
<td>(Revision Number:</td>
<td></td>
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</tbody>
</table>
First American Title
File No.: 60,073-G

SCHEDULE A

1. Effective Date: May 1, 2019 @ 8:00 A.M.

2. Policy (or Policies) to be issued: N/A
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<th>Policy Fee</th>
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   a. ALTA Standard Owner's Policy
      Proposed Insured: TBD

   b. ALTA Extended Loan Policy
      $ TBD
      Proposed Insured: TBD

   c. Endorsements Commercial
      Closing Protection Letter to First American Title
      $ TBD
      $25.00

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

   JEAN and ALAN MURAWSKI,
   husband and wife

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

   SEE ATTACHED EXHIBIT “A”

Tax Parcel No: 04-0023-0153
Property Address: 73 S. CISCO BOAT RAMP RD., CISCO, UTAH
(Commercial, per Grand County Tax Roll)

By: [Signature]
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached)
EXHIBIT "A"

BEGINNING AT A POINT, IN THE WEST LINE OF THE SW1/4NE1/4NE1/4 OF SECTION 24, TOWNSHIP 21 SOUTH, RANGE 23 EAST, SLB&M, WHICH POINT IS 982 FEET SOUTH AND 1320 FEET WEST FROM THE NE CORNER OF SECTION 24; THENCE SOUTH 150 FEET, THENCE EAST 150 FEET, THENCE NORTH 150 FEET, THENCE WEST 150 FEET TO THE POINT OF BEGINNING.

Tax Parcel No: 04-0023-0153
Property Address: 73 S. CISCO BOAT RAMP RD., CISCO, UTAH
(Commercial, per Grand County Tax Roll)
First American Title
File No.: 60,073-G

SCHEDULE B, PART I
Requirements

All of the following Requirements must be met: N/A

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

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

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

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

5. Release or Reconveyance of item #:

6. Other:
SCHEDULE B, PART II

Exceptions

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

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

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

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

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

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

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

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

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

NOTE: The above standard exceptions numbered 1 through 7 will not appear in any Extended Coverage Policy to be issued hereunder.
First American Title
File No.: 60,073-G

8. Taxes for the year 2019 are now accumulating not yet due. Taxes for 2018 were paid in the amount of $146.41.

No Personal Property Taxes are due at this time.

Tax Parcel No.: 04-0023-0153

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

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

11. Any rights, title or interests in coal, oil, gas and minerals of any kind, together with any associated rights to mine or remove said minerals. The Title Company does not purport to disclose documents of record pertaining to the above referenced rights. The Title Company has not verified the vested current owner of this severed interest.

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

13. Access for ingress and egress. County plats do not disclose rights of ways or roadways to property.

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

Owners: JEAN MURAWSKI and ALAN MURAWSKI
Other name searched: BUZZARDS BELLY (STORE)

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

EMAIL CLOSING DOCUMENTS TO:
Petrea Oman/Escrow Agent ~ petrea@southeasttitle.com
Shauna Vink/Escrow Assistant ~ shauna@southeasttitle.com
First American Title
File No.: 60,073-G

CHAIN OF TITLE

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

An Affidavit to Terminate Joint Tenancy executed by LaDonna Contreras as a Surviving Joint Tenant with DeLeyna Faye Contreras, now deceased, recorded on April 24, 2018 in Book 867 at page 553 as entry no. 529288.

A Warranty Deed executed by LaDonna Faye Contreras also known as LaDonna Faye Hance now known as LaDonna Faye Switzer Hawn conveying to Michael E. Hill, recorded on April 24, 2018 in Book 867 at page 557 as entry no. 529289.

A Warranty Deed executed by Michael E. Hill conveying to Jean and Alan Murawski, recorded on April 26, 2018 in Book 867 at page 606 as entry no. 529304.
**SOUTHEASTERN UTAH TITLE COMPANY**
FURNISHES THIS PLAT SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND. THE TITLE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS WITH AN ACTUAL SURVEY OR DEED DESCRIPTION.

THIS PLAT IS DRAWN FROM THE PARCEL DESCRIPTIONS AND IS SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING THE LAND.
THE RECORDER'S OFFICE ASSUMES NO LIABILITY FOR VARIATIONS IF ANY, WITH AN ON SITE SURVEY.

STEVEN D KUBICK
PERSONAL REP
ESTATE OF
JOHN KUBICK
04-023-0026

JEAN & ALAN
MURAWSKI
04-023-0028

JOHN M KUBICK
SHANNAN R KUBICK
04-023-0169

LEE WELL SERVICE INC
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 04-0023-0153
Name: MURAWSKI JEAN & ALEN
Address 1: 662 N TERRACE DR
City State Zip: GRAND JUNCTION CO 81507-0000
Mortgage Co: Property Address
CISCO BOAT RAMP RD 73 S
CISCO
Acres: 0.52
Status: Active

Year: 2019
District: 004 COUNTY GENERAL 0.009900

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<thead>
<tr>
<th>Owners</th>
<th>Interest</th>
<th>Entry</th>
<th>Date of Filing</th>
<th>Comment</th>
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</thead>
<tbody>
<tr>
<td>MURAWSKI JEAN &amp; ALEN</td>
<td>HS</td>
<td>520304</td>
<td>04/26/2018</td>
<td>(0867/0606)</td>
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<table>
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<tr>
<th>Property Information</th>
<th>2019 Values &amp; Taxes</th>
<th>2018 Values &amp; Taxes</th>
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<tr>
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<td>Units/Acre</td>
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<td>BC03 COMMERCIAL BLDG</td>
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<tr>
<td>LC03 COMMERCIAL LAND</td>
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<td>2,365</td>
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<tr>
<td>Totals:</td>
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<td>14,789</td>
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**** ATTENTION!! **** Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE! (Using Proposed Tax Rate)

<table>
<thead>
<tr>
<th>Back Tax Summary</th>
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<tbody>
<tr>
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<tr>
<td>2002</td>
</tr>
<tr>
<td>2001</td>
</tr>
<tr>
<td>Totals:</td>
</tr>
</tbody>
</table>

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

Taxing Description

BEG AT POINT IN W LINE OF SW¼NE¼NE¼ SEC 24 T21S R23E SL&B&M WHICH POINT IS 982 FT S & 1320 FT W FROM NE COR SEC 24; S 150 FT; E 150 FT; N 150 FT; W 150 FT TO POB 0.52 AC

Page: 1 of 1
SOUTH EASTERN UTAH TITLE COMPANY
Serving Carbon, Emery, Grand and San Juan Counties

This Notice, which is required by governmental regulations, gives us the opportunity to welcome you and thank you for using the services of South Eastern Utah Title Company. If you have not had the opportunity to use our services before, we think you'll be happy with what we do. If you are one of the many loyal customers with whom we have worked with before, we extend a special “Thank You”

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

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

Applicability

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

Types of Information

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

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

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

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

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

Former Customers

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

Confidentiality and Security

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

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

We look forward together with you and assisting you with the completion of your transactions.
WARRANTY DEED

Know all Men by these Presents that MICHAEL E HILL ("Grantor(s)"), for the consideration of Eighty $80,000.00 Eighty Five Thousand Dollars), received to his/her/their full satisfaction, grant(s) with general warranty covenants and with a full release of all rights of dower in the real property to JEAN AND ALAN MURAWSKI HUSBAND AND WIFE ("Grantee(s)"), whose tax-mailing address is 662 N TERRACE DR, GRAND JUNCTION, CO 81507, the following real property:

The real property located at CISCO, UT and described as follows:

See attached Exhibit A

Subject to restrictions, conditions, limitations, reservations and easements, if any, of record.

Permanent Parcel Number: 04-023-0153 and 04-023-0028 GRAND CO, CISCO, UT
Prior Recording: 04-023-0053 ENTR # 495284 BK 761 PG 715-716
04-023-0058 ENTR # 549289 BK 867 PG 527-528
01-53 X

To have and to hold the above-granted and bargained premises, with the appurtenances thereunto belonging, unto Grantee(s), his/her/their heirs and assigns forever.

And Grantor(s) for him/herself and his/her/their heirs and assigns, hereby covenant to Grantee(s), his/her heirs and assigns, that at and until the ensealing of these presents, he/she is well seized of the above-described premises as a good and indefeasible estate in fee simple, and has good right to bargain and sell the same in the manner aforesaid, and that the same is free and clear from all encumbrances whatsoever except easements, restrictions, reservations, conditions and other matters of record, taxes and assessments, both general and special, tenants in possession and zoning ordinances, and that Grantor(s) will WARRANT AND DEFEND said premises, with the appurtenances thereunto belonging, to the said Grantee(s), his/her successors and assigns, against all lawful claims and
demands whatsoever except as aforesaid.

IN WITNESS WHEREOF I/we have hereunto set my/our hand(s), on the 26 day of APR., 2018

SIGNED IN THE PRESENCE OF:

[Signatures]

Signed and printed name of witness

Signed and printed name of witness

Signed and printed name of witness

Signed and printed name of witness

Signature of other seller/grantor (if applicable)

Signature of other seller/grantor (if applicable)

Signed and printed name of witness

ACKNOWLEDGEMENT

STATE OF UTAH { SS:

COUNTY OF BRAND {}

Initial: M.E.W. © Standard Legal Network. All Rights Reserved.
Before me, a Notary Public in and for said County and State, personally appeared each of the person or persons listed above as Seller(s)/Grantor(s), who acknowledged that she/he/they did sign the foregoing instrument and that the same is her/his/their free act and deed.

In Testimony Whereof I have hereunto set my hand and official seal, at 1 N Main St, Moab, UT, this 21st day of April, 2019.

[Signature]

Notary Public
My commission expires on: May 11, 2021

Personally known to me
Produced Identification  

√ (Type of ID produced: UT Driver License)

© Standard Legal Network. All Rights Reserved.
EXHIBIT A

04-023-0153
Beginning at a point, in the West line of the SW 1/4 NE 1/4 NE 1/4 of Section 24, Township 21 South, Range 23 East, SLB&M, which point is 982 feet South and 1320 feet West from the NE corner of Section 24; thence South 150 feet, thence East 150 feet, thence North 150 feet, thence West 150 feet to the point of beginning; Grand County, Utah; containing 0.517 acres, more or less.

04-023-0026
Beginning at a point 807 feet South and 1320 feet West of the NE corner of Section 24, Township 21 South, Range 23 East, SLB&M, thence East 154 feet, thence South 175 feet, thence West 4 feet, thence South 150 feet, thence West 150 feet, thence South 188 feet, thence East 1320 feet, thence North 660 feet, thence West 1320 feet, thence South 147 feet to the point of beginning; Grand County, Utah.
AFFIDAVIT TO TERMINATE J OINT TENANCY

STATE OF UTAH:  

COUNTY OF GRAND 

On this 24 day of April, 2018, personally appeared before me
LaDonna Contreras, who being by me first duly sworn, on her oath,  
deposes and says as follows:

I am a resident of Grand, County of __________, State of Utah.
I am the surviving joint tenant of Dealey Faye Contreras, who

died in Moab Utah on a day of June, 2009, and who is

named in the Certificate of Death, a certified copy of which is attached to this affidavit and by

reference made a part hereof.

Dealey Faye Contreras, the deceased in the attached Certificate of Death,

is one and the same person as ____________________________, who, together

with myself, as joint tenants, were the grantees in the warranty deed from

William H. Hanke, dated 12-12-89 and recorded in the

Recorder's office of Grand County, State of Utah, on 12 day of Dec. 1989 as Entry

No. 419402, Book 418 Page 64 which covers the following described

tract of land situated in Grand County, State of Utah.

See exhibit A.

Witness the hand of said grantor, this 24 day of April, 2018

LaDonna Faye Contreras 

Michael E. Hill

STATE OF UTAH:  

COUNTY OF GRAND 

On the 24 day of April, 2018 personally appeared before me
LaDonna Faye Contreras-Hawn, Michael E. Hill, 

the signer of the foregoing instrument, who duly acknowledged to me that he executed the

same.

MY COMMISSION EXPIRES:

March 31, 2021

NOTARY PUBLIC

[Signature]
CERTIFICATE OF DEATH
State File Number: 2009019494
DeLeyna Faye Contreras

DECEASED INFORMATION
Date of Death: June 3, 2009 (Found)
City of Death: Moab
Age: 26
Place of Birth: Moab, Utah
Armed Services: No
Spouse's Name: 
Industry/Business: Restaurant
Residence: Moab, Utah
Mother's Name: LaDonna Hance
Facility or Address: 1100 S. Lance Ave

Time of Death: 06:00 (Found)
County of Death: Grand
Date of Birth: November 6, 1980
Sex: Female
Marital Status: Divorced
Usual Occupation: Waitress
Education: High School or GED
Father's Name: Anthony Albart Contreras
Facility Type: Home

INFORMANT INFORMATION
Name: LaDonna Switzer-Hawn
Relationship: Mother
Mailing Address: 1160 S. Lance Ave, Moab, Utah 84532

DISPOSITION INFORMATION
Method of Disposition: Cremation
Place of Disposition: Celebration of Life Mortuary, Grand Junction, Colorado
Date of Disposition: June 3, 2009

FUNERAL HOME INFORMATION
Funeral Home: Kimmelee Funeral Home
Address: 38 South 100 West, Moab, Utah 84532
Funeral Director: Kyle Kimmelee

MEDICAL CERTIFICATION
Medical Professional: Todd C Grey MD, Office of the Medical Examiner, 48 N. Mario Capacci Dr., Salt Lake City, Utah 84113

CAUSE OF DEATH:
Pending
Tobacco Use: Unknown
User
Medical Examiner Contacted: Yes
Autopsy Perfomed: Yes
Autopsy Available: Yes
Manner of Death: Pending

Date Issued: June 5, 2009

City State Zip

Enf 529268  Bk 0867 Pg 0555

This is an exact reproduction of the document registered in the State Office of Vital Statistics.
Security features of this official document include: Intaglio Border, V & R Images in top cyptoids, ultra violet fibers and hologram image of the Utah State Seal, over the words "State of Utah". This document displays the date, seal and signature of the State Registrar and the County/District Health Officer.

Barry E. Nangle, State Registrar
Office of Vital Statistics
health.utah.gov/death/DeathCertSearch.aspx

69/151
# AFFIDAVIT FOR CORRECTION

This is a legal document. Complete in black ink and do not alter.

**ANY CHANGES MADE BELOW VOID THIS CERTIFICATE. A NEW CERTIFICATE MUST BE ISSUED TO VALIDATE CHANGES.**

All vital records are registered as received. Corrections must be made by affidavit. An item on the birth or death certificate may be corrected by affidavit only once; a court order will be required for subsequent corrections.

There is no processing fee for affidavits registered within one year of the date of the event. After one year from the date of the event, there is a fee for filling the affidavit which includes one replacement copy. Affidavits completed within 90 days of issuance may be given credit for monies previously paid. (Multiple copies may require an additional fee.)

**PLEASE RETURN ALL COPIES WITH ONE COMPLETED AFFIDAVIT WITHIN 30 DAYS FOR REPLACEMENT TO:**

**UTAH DEPT. OF HEALTH, OFFICE OF VITAL RECORDS AND STATISTICS, P.O. BOX 141012, SALT LAKE CITY, UT 84114-1012**

## BIRTH CERTIFICATES

1. List the facts exactly as stated on the reverse side. Opposite each item, correct the information as it should have been stated at the time of the birth.
2. Who may sign the affidavit for corrections: If the person listed on the record is under 18, both parents listed on the record. If the person listed on the record is 18 or older must sign as one of the witnesses, unless mentally incompetent or physically incapacitated. Parent or other older relative are preferred witnesses for the second signature. If no father is listed on the record, an older relative of the mother of legal age may sign. The signatures must be notarized.
3. The parent(s) may add or correct the surname from that listed on the record until the child’s first birthday without proof. The first, and/or middle name can be corrected or added without proof until the child’s sixth birthday.
4. If the child is under the age of six and there is no father listed on the record, the child’s surname may be corrected to match the mother’s maiden name without documentation.
5. Minor corrections in spelling or parents’ information may be corrected anytime. Some corrections may require documentary proof.
6. This affidavit cannot be used to add a father to or correct medical information on a birth certificate.

## DEATH CERTIFICATES

1. If corrections to non-medical information are not being made by the Funeral Home, the Informant MUST sign as a witness along with an older relative of the decedent, or another person who is knowledgeable of the facts.
2. The medical information (Cause of Death) may only be corrected by the certifying physician or the Medical Examiner.

### LOCAL FILE NUMBER

- [ ] BIRTH
- [ ] DEATH
- [ ] STILLBIRTH

### STATE FILE NUMBER

<table>
<thead>
<tr>
<th>NAME AS REPORTED ON RECORD</th>
<th>STATEMENT OF CORRECTIONS</th>
<th>WHY IS CHANGE NECESSARY?</th>
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<tbody>
<tr>
<td>1a. FIRST NAME</td>
<td>2a. FACTS EXACTLY AS STATED ON THE ORIGINAL RECORD</td>
<td>3.</td>
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<tr>
<td>1b. MIDDLE NAME</td>
<td>2b. CORRECT INFORMATION</td>
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<tr>
<td>1c. LAST NAME</td>
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![Image: Ent 529268 Mk: 0867 Pg 0556]

### PROOFS USED TO AMEND RECORD

I hereby certify, under penalty of perjury, that I have personal knowledge of the above facts and that the information given is true and correct.

<table>
<thead>
<tr>
<th>OATH OF FIRST WITNESS MUST BE 18 OR OLDER</th>
<th>9. ADDRESS OF WITNESS (Street, City, State, Zip)</th>
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<tbody>
<tr>
<td>6. DATE SIGNED</td>
<td>7. AGE OF WITNESS</td>
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<tr>
<td>8. DAYTIME TELEPHONE # OF WITNESS</td>
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<tr>
<td>S</td>
<td></td>
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<tr>
<td>E</td>
<td></td>
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<tr>
<td>A</td>
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<tr>
<td>L</td>
<td></td>
</tr>
<tr>
<td>10. RELATIONSHIP TO PERSON IN 1a. Self/ Parent/Guardian/ Spouse/ Funeral Director/ Informant/ Other/ Specify</td>
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</table>

I hereby certify, under penalty of perjury, that I have personal knowledge of the above facts and that the information given is true and correct.

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<th>15. ADDRESS OF WITNESS (Street, City, State, Zip)</th>
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<td>13. AGE OF WITNESS</td>
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<tr>
<td>14. DAYTIME TELEPHONE # OF WITNESS</td>
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<tr>
<td>E</td>
<td></td>
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<tr>
<td>A</td>
<td></td>
</tr>
<tr>
<td>L</td>
<td></td>
</tr>
<tr>
<td>16. RELATIONSHIP TO PERSON IN 1a. Self/ Parent/Guardian/ Spouse/ Funeral Director/ Informant/ Other/ Specify</td>
<td></td>
</tr>
</tbody>
</table>

**REGISTRARS USE ONLY:** Number of Certificates Replaced: __________ Initials: __________ Date: __________
WARRANTY DEED

La Donna Page Contreras
Also known as
La Donna Page, Honee
Now known as
La Donna Page Switzer-Hawn
of Moab
CONVEY and WARRANT to
Michael E. Hill
of Moab

the following described tract of land in
State of Utah:

Exhibit A

WITNESS, the hand of said grantor, this
April 20, 2018, A.D.

Signed in the Presence of

La Donna Page Switzer-Hawn
Michael E. Hill

STATE OF UTAH,
County of Grand
On the 24th day of April, A.D. 2018, personally appeared before me

the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Notary Public

My Commission Expires: March 31, 2021
Residing at: 1047 South Main, Moab
UT-64532
WARRANTY DEED

of

County of

State of

CONVEY and WARRANT to

as joint tenants, an undivided 1/2 interest.

of

County of

State of

TEN (10.00) and No/100

DOLLARS,

and other good and valuable consideration.

the following described tract of land in

Gras\n

County,

State of Utah:

Beginning at a point, in the West line of the SW 1/4 NE 1/4 NE 1/4

of Section 24, T21S, R23E, SLOAN, which point is 982 feet South and

1320 feet West from the NE corner of Section 24; thence South 150 feet

thence East 150 feet, thence North 150 feet, thence West 150 feet to

point of beginning, containing 0.517 acres.

WITNESSES, the hand of said grantor, this

day of

Signed in the Presence of

WILLIAM E. HANCE

STATE OF UTAH,

County of

On the

day of

personally appeared before me

the signer of the within instrument, who duly acknowledged to me that he executed the

My commission expires

Notary Public.

Notary Public.

My Commission expires

12-12-89
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 04-0023-0027
Name: CHERP GUY D
C/o Name: MARTHA HART CHERP
Address 1: 363 SW ORANGE AVE
City State Zip: MADISON  FL 32340-0000
Entry:
Property Address
CISCO BOAT RAMP RD 55 S
CISCO
Ares: 0.62

Status: Active
Year: 2019
District: 004 COUNTY GENERAL

<table>
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<tr>
<th>Owners</th>
<th>Interest</th>
<th>Entry</th>
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<th>Comment</th>
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<tr>
<td>CHERP GUY D</td>
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<tr>
<td>CHERP MARTHA HART</td>
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<tr>
<th>Property Information</th>
<th>2019 Values &amp; Taxes</th>
<th>2018 Values &amp; Taxes</th>
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**** ATTENTION!! ****
Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2019 Taxes: 9.29
Special Fees: 0.00
Penalty: 0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due: 9.29

Review Date
04/10/2017
BACK TAXES OWING!

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<th>Year</th>
<th>Principal</th>
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<th>Penalty</th>
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<td>2018</td>
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<td>19.79</td>
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DO NOT USE THIS TAXING DESCRIPTION FOR LEGAL PURPOSES OR OFFICIAL DOCUMENTS. For taxing purposes only. Consult property deeds for full legal description.

Taxing Description
BEG AT POINT ON W LINE SW 1/4 NE 1/4 NE 1/4 SEC 24 T21S R23E; WHICH POINT IS 807 FT S & 1320 FT W OF NE COR SEC 24 & S 175 FT; E 154 FT; N 175 FT; W 154 FT TO BEG 0.82 AC
Grand County  
125 East Center Street  
Moab UT 84532  
435-259-1321  
Receipt No: 8.025305  
Jun 6, 2019  

Jean Murawski  

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<td>10-3220-000-000 PLANNING &amp; Z.FEES</td>
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<td><strong>Total:</strong></td>
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Duplicate Copy  

06/08/2019 10:36 AM
Agenda Summary
GRAND COUNTY PLANNING COMMISSION
August 13, 2019

<table>
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<tr>
<th>TITLE:</th>
<th>Public hearing to solicit oral and written comment on the Namaste Rock Rezone application</th>
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<tbody>
<tr>
<td>FISCAL IMPACT:</td>
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<tr>
<td>PRESENTER(S):</td>
<td>Community and Economic Development Staff</td>
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POSSIBLE MOTIONS:
Move to forward a favorable/unfavorable recommendation of the Namaste Rock Rezone to the Grand County Council:

STAFF RECOMMENDATION:
Review and consider application materials provided to the planning commission related to the proposed Namaste Rock Rezone.

BACKGROUND:
See staff report attached.

ATTACHMENT(S):
- Staff Report
- Rezone Application
- Applicant Statement
- Conceptual Plan
- Survey
- Title Report
- Tax Roll
- Fee
DATE: Tuesday, August 13, 2019
TO: Grand County Planning Commission
SUBJECT: Namaste Rock Rezone Application RG to HC

PROPERTY OWNER: Namaste Rock LLC
PROP. OWNER REP: Michael Skarda
ENGINEER: N/A
PROPERTY ADDRESS: 13704 North Highway 191
SIZE OF PROPERTY: 24.03 Acres
EXISTING ZONE: Range & Grazing (RG)
EXISTING LAND USE: Residence
ADJACENT ZONING AND LAND USE(S): Highway Commercial (HC), Range & Grazing (RG)

APPLICATION TYPE
Rezone Application – RG to HC

STAFF RECOMMENDATION: Choose an item.
Comments (optional): Click or tap here to enter text.

APPLICATION PROCEDURE
Decision Type: Choose an item.
Public Notices: □ Public Meeting at:
☐ Planning Commission
☐ County Council
Public Hearing at:
☐ Planning Commission
☐ County Council
Attachments:
☐ Approval Letters
☐ Site Plan
☐ Landscape Plan
☒ Vicinity Map
☐ Legal Notice
Legal Description
☐ Public Comments
☐ Agency Comments
Response to Standards
☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST
Applicant is requesting to rezone a 24.03 acre parcel of land from Range & Grazing to Highway Commercial (HC). The property is currently the site of a single residence. To accommodate a desired density and type of housing development, the Applicant is requesting a rezone to the Highway Commercial (HC) zone.

SITE IMPROVEMENTS / ADDITIONS / CHANGES
Planning commissioners and council members should view development plans submitted alongside rezone requests with the understanding that a rezone granted would allow for any development permitted by the new zone designation. The proposed development shows commercial development closest to Highway 191 and housing to the interior of the parcel. Electrical service is available for the area. The Applicant would need to work closely with the health department, and likely the State, for approval of a water and sewer system.
CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT
9.2.7 Issues for Consideration (See staff comments in red italics)

In making its determination, the Planning Commission and the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

A. Was the existing zone for the property adopted in error? No.

B. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)? The County has recently approved multiple developments in the vicinity of this site. Specifically, the following developments now exist around the intersection of Hwy 191 and SR 313: Seven Mile RV Campground, Moab Giants, Moab Under Canvas, and Handlebar Ranch (potential future development on Bar M SITLA property).

C. Is there a need for the proposed use(s) within the area or community? Perhaps. This zone change would allow the applicant to develop commercial properties close to Highway 191 and housing to the interior of the parcel. Some have noted the need for additional visitor services north of the Colorado River.

D. Will there be benefits derived by the community or area by granting the proposed rezoning? Long-term housing would benefit the community. Additional commercial development could provide visitor services and increased tax revenue to the County.

E. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically the plan’s zoning map amendment guidelines (see pages 44-48 of the Grand County General Plan)? Depending on what is ultimately constructed, the proposal is in conformance with the policies, intents and requirements of the Grand County General Plan. See North Corridor Recreation Area.

F. Should the development be annexed to a city? Annexation into the City of Moab would not be possible at this location.

G. Is the proposed density and intensity of use permitted in the proposed zoning district? The proposed use would be allowed by the proposed zone district. However, planning commissioners and council members are encouraged to exercise caution in getting attached to development plans in the rezone process. Rezoned properties allow for any development permitted by the new zone designation. The proposed density and intensity of use may merit a traffic study to determine impact on roadway infrastructure.

H. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts? The health department has expressed some concern about this site being a difficult area to install the traditional leach field septic system. This is due to the sites being situated atop a rock ridge. The client has acknowledged this challenge and is willing to work with the health department to come up with a solution. Planning commissioners and residents have expressed concern of late about the visual impacts of development in this area (north of Arches NP).

I. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated? The proposed zone (HC) borders zoning of the same type (HC).
health department recognize the difficulties with developing this site, as stated above. A traffic study may be needed to determine impacts on roadway infrastructure. Visual impacts are likely to generate the greatest level of public concern, in addition to increased traffic or resource use. Staff has noted the potential benefits of new commercial and long-term residential development.

J. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? **There is power and water available to the site. Water comes from a private well. Applicant is working with the health department on water and sewer.** If utilities are not available, could they be reasonably extended? **See prior comment.** Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development? **The applicant is working with the health department on the water and sewer.**

K. Does the proposed change constitute "spot zoning"? **No.**

COMPATABILITY WITH GENERAL PLAN
Staff believes the proposed project is supported by the General Plan.

The proposed project is located within the “North Corridor Recreation” polygon of the Future Land Use Map.

Chapter 4.4 Future Land Use Plan Designations and Map

North Corridor Recreation

This designation encourages nodes of tourism-oriented, resort commercial development, rural density residential development and viable livestock grazing and natural resource development on the private and state lands along US 191 north of Moab and near the north entrance to Moab. New commercial development requires an open space set-aside of at least 25%. Scenic resources are protected in new developments along this corridor traveled by visitors accessing Moab, the Spanish Valley, Arches, Canyonlands National Park, and millions of acres of other public land. While this designation emphasizes the protection of scenic resources it does not call for limitations on uses allowed under the zoning adopted in the 2008 Land Use Code, including natural resource development.
COMPATABILITY WITH LAND USE CODE (ZONING)
Rezone criteria are outlined in section 9.2.7 issues for consideration in the land use code.

LAND USE CODE REFERENCE SECTIONS
Section 9.2 Text and Zoning Map Amendments (Rezonings)

PROPERTY HISTORY
The property is the site of a residence. Due to the density and the type of development the applicant is requesting the Highway Commercial (HC) zone.
GENERAL REZONE APPLICATION

(Multi-family Residential zone change requests please see Zoning Administrator for additional forms)
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: ___________ Rezone Processing Fees: $500.00
Submittal Received by: _______ Amount Paid: _________ Fees Received by: ______________

CONTACT INFORMATION

Property owner: Namaste Rock LLC
Address: __________________________
Phone: ___________________________ cell: __________________________ fax:
Email address: _______________________

Engineer (if applicable): ______________
Address: __________________________
Phone: ___________________________ cell: __________________________ fax:
Email address: _______________________

Property owner representative: Michael Skarda
Address: __________________________
Phone: ___________________________ cell: __________________________ fax:
Email address: _______________________

PROJECT INFORMATION

Project name: Namaste Rock
General location of the property: 13704 North Highway 191 (inbetween Archview Campground and Under Canvas)
Size of the subject property: 24.03 acres Number of lots: 24
Surrounding land uses: Gas station, Convenience store, RV Campground with KOA style cabins and Glamping.
Current Zoning: Range Grazing (RG) ___________ district Proposed Zoning: Highway Commercial(HC) ___________ district
SUPPORTING MATERIALS

Zone change applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

☐ Survey. The applicant shall submit a certified survey of land area to be rezoned. Such survey map shall require at a minimum the following information:

1. Subject land area acreage
2. Adjacent uses and predominant uses in the vicinity
3. Existing zoning designation of the subject property and surrounding property.
4. A vicinity map.
5. Proposed project conceptual plan

☐ Applicant Statement. A statement by the Applicant explaining the rationale for the rezone request relative to the issues for consideration (please see items #1-10 below) imposed by Sec 9.2.7 (Grand County LUC).
In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented, and the following criteria:

Sec. 9.2.7 Issues for Consideration:
1. Was the existing zone for the property adopted in error?
2. Has there been a change of character in the area (e.g. installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?
3. Is there a need for the proposed use(s) within the area or community?
4. Will there be benefits derived by the community or area by granting the proposed rezoning?
5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4, Future Land Use Plan.
6. Should the development be annexed to a city?
7. Is the proposed density and intensity of use permitted in the proposed zoning district?
8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?
9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?
10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

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

☐ Taxes. A statement from the County treasurer showing the status of all current taxes due on the parcel.

☐ Surrounding Property Owners. A list of surrounding property owners and their legal mailing addresses within 100 feet of the exterior boundary of the parcel proposed to be rezoned.

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

☐ Application Fee. The process / filing fee of $500.00 shall be paid in full.
APPLICANT CERTIFICATION

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

Property Owner’s Signature: ____________________________ Date: 19 June 2019

State of Utah    )
    SS
County of Grand  )

SUBSCRIBED AND SWORN to and before me this 19th day of June 2019

[Notary Public Seal]

B. Hill

Notary Public State of Utah
My Commission Expires on: April 11, 2022
Comm. Number: 699912
GRAND COUNTY
Public Hearing Notice

(Planning Commission or County Council)

For: ____________________________________________

(Action requested)

Applicant Information:

______________________________________________________

(Applicant name and property address)

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

On: ____________________________ 2015 at ________________

(Date of Hearing) (Time of Hearing)

For more information contact the
Grand County Planning Department
Center & 100 East
Moab, Utah
435-259-1371

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

The sign shall be at a minimum 17" x 22" (ANSI C printing option) in size.
General Rezone Application
Applicant Statement.

Sec. 9.2.7 Issues for Consideration:

1. **Was the existing zone for the property adopted in error?**

Before I purchased the property Grand County parcel map stated that the parcel was HC (Highway Commercial)

Here is what the map looked like on 20th February 2019.

![Map Image]

As of today the current map does not list zoning of any kind for our parcel.

This change of zoning from HC to RG has been hurtful. I scanned through every recorded ordinance and could not find the ordinance granting Highway Commercial that the map indicates. Perhaps it was voted on and approved by the County Council but was then not recorded or is one of the missing ordinances.

My thanks to Chris Baird- County Clerk, Kenny Gorden- Planning & Zoning Administrator and John Cortes- Grand County Recorder. They were very helpful and assisting me in researching the zoning history.

**Grand County parcel map.**
http://arcg.is/190Tja
2. Has there been a change of character in the area (e.g., installation of public facilities, other zone changes, new growth trends, deterioration, development transitions, etc.)?

Yes. This parcel is between Moab under canvas and Archview RV park. Both are High density and are in the process of expanding.

3. Is there a need for the proposed use(s) within the area or community?

Moab has experienced tremendous population growth over the past few years. While this growth is terrific for the community as a whole, it has created challenges for many residents who can no longer find affordable housing and placed a strain on resources within downtown Moab. Our proposal will hopefully alleviate some of the congestion in downtown Moab in two ways:

1) Create 16 one acre parcels with residential adobe/Santa Fe style 4plexes. This will add 48 residential units.

2) Create 3 commercial units. These units could be used as drive-through or sit-down restaurants, convenience stores, gas stations, retail, or other similar commercial properties. These will provide people visiting Moab and Arches alternative places to shop or eat while entering or exiting the area, and help shift some congestion away from downtown. These will also offer additional services to the other new developments in the area (e.g., Under Canvas, Archview RV park) so guests of these establishments will not have to travel to downtown Moab for some services.

4. Will there be benefits derived by the community or area by granting the proposed rezoning?

The restaurants will offload some traffic and service stress into downtown moab. The 4plexes are fantastic investments for owner occupied investors that get favorable conventional loans and can rent the other units. This will help meet the needs of resident housing.

5. Is the proposal in conformance with the policies, intents and requirements of Grand County General Plan, specifically Chapter 4: Future Land Use Plan.

https://www.grandcountyutah.net/DocumentCenter/View/200/2012-General-Plan-Update-PDF

“North Corridor Recreation”
This designation encourages nodes of tourism-oriented, resort commercial development, rural density residential development and viable livestock grazing and natural resource development on the private and state lands along US 191 north of Moab and near the north entrance to Moab (Figures 4.6, 4.14 and 4.15). New commercial development requires an open space set-aside of at least 25%. Scenic resources are protected in new developments along this corridor traveled by visitors accessing Moab, the Spanish Valley, Arches, Canyonlands National Park, and millions of acres of other public lands (see scenic corridor overlay). While this designation emphasizes the protection of scenic resources it does not call for limitations on uses allowed under the zoning adopted in the 2008 Land Use Code, including natural resource development.

This rezone follows the Criteria of Chapter 4 including the aiding tourism with drive-through restaurants and 1-acre residential lots with open space of more than 25%

6. Should the development be annexed to a city?

No.

7. Is the proposed density and intensity of use permitted in the proposed zoning district?

Yes, multifamily and drive through restaurants are allowed in Highway Commercial.

8. Is the site suitable for rezoning based on a consideration of environmental and scenic quality impacts?

Yes. The natural landscape will be left untouched where possible. Building design will compliment desert landscape with adobe style and earth tone colors.

9. Are the proposed uses compatible with the surrounding area or uses; will there be adverse impacts; and/or can any adverse impacts be adequately mitigated?

Our high-density use is similar to Under Canvas and Archview RV park. No adverse impacts are anticipated.

10. Are adequate public facilities and services available to serve development for the type and scope suggested by the proposed zone? If utilities are not available, could they be reasonably extended? Is the applicant willing to pay for the extension of public facilities and services necessary to serve the proposed development?

Yes.
Electricity: The current house on the property has electricity. The substation across the street has additional available capacity. We have also considered including solar panels on the residential units to limit the strain on the substation.

Water: The current well has additional capacity.

Sewage: Each parcel will include a modern small treatment plant that is better for the environment than traditional leach fields.

Other: If a special service district is created then we would be willing to pay for those services. Our plan is to provide our own services.
April 17, 2019

Michael Skarda
Via email: skardem@gmail.com

RE: File No. 11931
Namaste Rock, LLC
13714 North Highway 191, Moab, UT 84532

Dear Folks:

In the above matter, I attach the Commitment for Title Insurance that you requested for the above property. If you have any questions, or need additional copies of anything, please let us know. Our fee for preparing the Title Commitment is $220. Thanks so much for the order.

Very truly yours,

Glenna Oliver

Attachment
ALTA COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

Countersigned by:

[Signatures]

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

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

1. DEFINITIONS
   (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
   (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
   (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
   (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
   (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
   (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
   (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
   (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
   (a) the Notice;
   (b) the Commitment to Issue Policy;
   (c) the Commitment Conditions;
   (d) Schedule A;
   (e) Schedule B, Part I - Requirements;
   (f) Schedule B, Part II - Exceptions; and
   (g) a countersignature by the Company or its issuing agent that may be in electronic form.

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

5. LIMITATIONS OF LIABILITY
   (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
      (i) comply with the Schedule B, Part I - Requirements;
      (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
      (iii) acquire the Title or create the Mortgage covered by this Commitment.
   (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
   (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
(d) The Company’s liability shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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

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

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

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT
(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

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

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

(d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company’s only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT
The issuing agent is the Company’s agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company’s agent for the purpose of providing closing or settlement services.

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

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

STEWART TITLE GUARANTY COMPANY

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

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.
Issuing Office: 94 E. Grand Ave., Moab, UT 84532
Issuing Office’s ALTA® Registry ID: N/A
Loan ID Number: 11931
Commitment Number: 11931
Issuing Office File Number: 13714 North Highway 191, Moab, UT 84532
Revision Number:

1. Commitment Date: April 04, 2019 at 8:00 A.M.

2. Policy to be issued:

   (a) ALTA Owner’s Policy Standard
   Proposed Policy Amount $0.00
   Proposed Insured:

   (b) ALTA Loan Policy Standard
   Proposed Insured: TITLE COMMITMENT ONLY $220.00

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

4. The Title is, at the Commitment Date, vested in:
   Namaste Rock LLC, a Utah limited liability company

5. The Land is described as follows:

   Grand County, Utah:

   DESCRIPTION OF A PARCEL OF LAND IN SECTIONS 34 AND 35, T24S, R20E, SLM, GRAND COUNTY, UTAH,
   MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   Beginning at the 1/4 corner common to Sections 34 and 35, Township 24 South, Range 20 East, SLM, and proceeding
   thence with the Center 1/4 line of said Section 34 West 76.6 feet to a corner on the Easterly R-O-W of U.S. Highway
   191, thence with said R-O-W North 29°55’ West 760.9 feet to a corner; thence with the North line of Tanner East 455.9
   feet to a corner on the East line NE1/4 said Section 34; thence with the North line of Tanner North 89°57’ East 1,319.4
   feet to the Northeast corner of Tanner; thence South 660.7 feet to the Southeast corner of Tanner (C-W 1/16 Section
   35); thence with the Center 1/4 line North 89°59’ West 1319.3 feet to the point of beginning. Bearings are based on the
   West line NW1/4 Section 35 (Bearing from U.S. G.L.O. Survey Plat = N0°01’W) (Parcel No. 04-0020-0048)

   Excepting therefrom all coal and other minerals.

This page is only a part of a 2019 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.
File No. 11931
ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)
Page 1 of 2
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 11931

Requirements

All of the following Requirements must be met:

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

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

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

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 11931

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

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

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

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

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

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

5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

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

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

8. Taxes for the year 2019 are accruing as a lien; not yet due and payable. Taxes for the year 2018 were paid in the amount of $1,457.33.

9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be
ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

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

10. Reservation of all coal and other minerals as reserved in the Patent from the State of Utah, as Grantor to Dallas J. Tanner, as Grantee dated January 17, 1966 and recorded February 4, 1966 as Entry No. 306770 in Book 131 at page 9.

11. Easement dated October 4, 1976 granted by Dallas J. Tanner in favor of Utah Power & Light Company and recorded as Entry No. 367550 in Book 255 at page 387.


13. Affidavit of Mobile Home Affixture and Receipt for Surrender of Title dated June 9, 1999 and recorded June 17, 1999 as Entry No. 448543 in Book 535 at page 537.

A judgment search was made in the following names and none were found of record except as noted above: Namaste Rock LLC, a Utah limited liability company

CHAIN OF TITLE:

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

Warranty Deed dated February 25, 2019 between Peter Harrington, as Grantor and Namaste Rock LLC, a Utah limited liability company, as Grantee and recorded February 27, 2019 as Entry No. 533741 in Book 880 at page 473.
STG Privacy Notice
Stewart Title Companies

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

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

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

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

<table>
<thead>
<tr>
<th>Reasons we can share your personal information.</th>
<th>Do we share</th>
<th>Can you limit this sharing?</th>
</tr>
</thead>
<tbody>
<tr>
<td>For our everyday business purposes—to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our marketing purposes—to offer our products and services to you.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For joint marketing with other financial companies</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>For our affiliates' everyday business purposes—information about your creditworthiness.</td>
<td>No</td>
<td>We don't share</td>
</tr>
<tr>
<td>For our affiliates to market to you — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.</td>
<td>Yes</td>
<td>Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-8591.</td>
</tr>
<tr>
<td>For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control.</td>
<td>No</td>
<td>We don't share</td>
</tr>
</tbody>
</table>

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

SHARING PRACTICES

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

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 11931
Page 1
Revised 11-19-2013
STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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<tbody>
<tr>
<td><strong>For our everyday business purposes</strong>— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td><strong>For our marketing purposes</strong>— to offer our products and services to you.</td>
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<td>No</td>
</tr>
<tr>
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<td>We don't share</td>
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<td><strong>For our affiliates' everyday business purposes</strong>— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.</td>
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We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

**Sharing practices**

How often do/does Anderson-Oliver Title Insurance Agency, Inc. notify me about their practices? We must notify you about our sharing practices when you request a transaction.

How do/does Anderson-Oliver Title Insurance Agency, Inc. protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.

How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information? We collect your personal information, for example, when you request insurance-related services or provide such information to us. We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.

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

**Contact Us** If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 94 E. Grand Ave., Moab, UT 84532.
GRAND COUNTY CORPORATION

Tax Roll Master Record

Parcel: 04-0020-0048  Serial #:24-20-34-5.2; 35-11  Entry: 533741

Name: NAMASTE ROCK LLC

c/o Name: 

Address 1: 131 E 1ST AVE APT 701

Address 2: 

City State Zip: SALT LAKE CITY UT 84103-0000

Mortgage Co: 

Status: Active  Year: 2019  District: 004 COUNTY GENERAL

Property Address
N HWY 191 13714
MOAB 84532-0000

Acres: 24.03

Owners  Interest  Entry  Date of Filing  Comment
NAMASTE ROCK LLC  533741  02/27/2010  (0880/00473)

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<th>Property Information</th>
<th>Units/Acres</th>
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<th>Taxable</th>
<th>Taxes</th>
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<th>Taxes</th>
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<td>Market</td>
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<tr>
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<td>1.00</td>
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<tr>
<td>Totals:</td>
<td>24.03</td>
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</table>

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<th>Basement Size</th>
<th>Building Type</th>
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<td>1,935</td>
<td></td>
<td>MANUF HOME</td>
</tr>
</tbody>
</table>

**** ATTENTION !! ****

Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

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

**Taxing Description**

BEG AT ¼ COR COMMON TO SEC 34 T24S R20E & SEC 35 T24S R20E SL&M & PROC W 76.6 FT TO COR ON ELY HWY 191 R/W; WITH SAID R/W N 29°55'W 760.9 FT; E 455.9 FT; N 89°57'E 1319.4 FT; S 660.7 FT; N 89°59'W 1319.3 FT TO POB 24.03 AC
Mail Tax Notice to: Namaste Rock LLC, a Utah limited liability company  
131 E. 1st Avenue Apt 701  
Salt Lake City, UT 84103

WARRANTY DEED.

File Number: 11829

Peter Harrington, GRANTOR(S), whose address is PO Box 1297, Penn Valley, CA 95946 hereby CONVEY(S) AND WARRANT(S) to Namaste Rock LLC, a Utah limited liability company, GRANTEE(S) whose address is 131 E. 1st Avenue Apt 701, Salt Lake City, UT 84103 for the sum of ($10.00) Ten Dollars and No Cents and other good and valuable considerations the following described tract of land in Grand County, State of Utah, to-wit:

Grand County, Utah:

DESCRIPTION OF A PARCEL OF LAND IN SECTIONS 34 AND 35, T24S, R20E, SLM, GRAND COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning at the 1/4 corner common to Sections 34 and 35, Township 24 South, Range 20 East, SLM, and proceeding thence with the Center 1/4 line of said Section 34 West 76.0 feet to a corner on the Easterly R-O-W of U.S. Highway 191, thence with said R-O-W North 29°55' West 766.9 feet to a corner; thence with the North line of Tanner East 455.9 feet to a corner on the East line NE1/4 said Section 34; thence with the North line of Tanner North 89°57' East 1,319.4 feet to the Northeast corner of Tanner, thence South 660.7 feet to the Southeast corner of Tanner (C-W 1/16 Section 35); thence with the Center 1/4 line North 89°59' West 1319.3 feet to the point of beginning. Bearings are based on the West line NW1/4 Section 35 (Bearing from U.S. G.L.O. Survey Plat = N0°01'W) (Parcel No. 04-0020-0048)

Excepting therefrom all coal and other minerals.

Together with, but without warranties either express or implied, Water Right No. 01-1106.

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

WITNESS the hand of said Grantor, this 25 day of FEBRUARY, 2019.

[Signature]

Peter Harrington

See Attached
CA Acknowledgement

File No.: 11829
AC2 Warranty Deed

Page 1 of 2
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT  

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Nevada  

On February 25, 2019 before me, Christy Marie Summer, Notary Public, personally appeared Peter Harrington who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Warranty Deed  
Document Date: 2/25/19

Number of Pages:  
Signer(s) Other Than Named Above:  

Capacity(ies) Claimed by Signer(s)
Signer's Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  

Signer Is Representing:  

Signer's Name:  
☐ Corporate Officer — Title(s):  
☐ Partner — ☐ Limited ☐ General  
☐ Individual ☐ Attorney in Fact  
☐ Trustee ☐ Guardian or Conservator  
☐ Other:  

Signer Is Representing:  

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-878-6827) | Item #5907
Est 533741 Bk 0860 Pg 0474

PC Packet 08-13-19
105 of 151
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 04-0020-0048  Serial #: 24-20-34-5.2; 35-11  Entry: 533741
Name: NAMASTE ROCK LLC
C/o Name: 
Address 1: 131 E 1ST AVE APT 701
Address 2: 
City State Zip: SALT LAKE CITY UT 84103-0000
Mortgage Co: 
Status: Active  Year: 2019  District: 004 COUNTY GENERAL

Property Address
N HWY 191 13714
MOAB
Acres: 24.03

Owners
Interest  Entry  Date of Filing  Comment
NAMASTE ROCK LLC  533741  02/27/2019  (0880/0473)

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</tr>
<tr>
<td>BS01 RESIDENTIAL SECONDARY</td>
<td>0.00</td>
<td>127,830</td>
</tr>
<tr>
<td>LS01 SECONDARY LAND</td>
<td>1.00</td>
<td>15,000</td>
</tr>
<tr>
<td>LV01 LAND VACANT</td>
<td>23.03</td>
<td>4,375</td>
</tr>
<tr>
<td>Totals:</td>
<td>24.03</td>
<td>147,205</td>
</tr>
</tbody>
</table>

Property Type  Year Built  Square Footage  Basement Size  Building Type
BS01 RESIDENTIAL SECONDARY  1997  1,935 MANUF HOME

**** ATTENTION !! ****
Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2019 Taxes: 1,457.33  2018 Taxes: 1,457.33
Special Fees: 0.00
Penalty: 0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due: 1,457.33
NO BACK TAXES!

NO BACK TAXES

GRAND COUNTY TREASURER / DEPUTY
signature

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

Taxing Description

BEG AT ¼ COR COMMON TO SEC 34 T24S R20E & SEC 35 T24S R20E SLB&M & PROC W 78.6 FT TO COR ON E'LY HWY 191 R/W; WITH SAID R/W N 25°55’W 760.9 FT; E 455.9 FT; N 89°57’E 1319.4 FT; S 660.7 FT; N 89°59’W 1319.3 FT TO POB 24.03 AC
General Rezone App-Namaste Rock LLC

Previous Balance: 0.00
Licenses & Permits - Planning & Z. Fees  500.00

10-3220-000-000 PLANNING & Z.FEES

Total: 500.00

Check Check No: 0302
Total Applied: 500.00

Change Tendered: 0.00

Duplicate Copy

06/19/2019 2:00 PM
GENERAL REZONE APPLICATION

(Multi-family Residential zone change requests please see Zoning Administrator for additional forms)
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435)259-1343

FOR OFFICE USE ONLY
Date of Submittal: Rezone Processing Fees: $500.00
Submittal Received by: Amount Paid: Fees Received by:

CONTACT INFORMATION
Property owner: Namaste Rock LLC
Address: 131 1st Ave Apt 701
Phone: 8013183572 cell: 8013183572 fax:
Email address: michael.skarda@gmail.com

Engineer (if applicable):
Address:
Phone: cell: fax:
Email address:

Property owner representative: Michael Skarda
Address: 131 1st Ave Apt 701
Phone: 8013183572 cell: 8013183572 fax:
Email address: michael.skarda@gmail.com

PROJECT INFORMATION
Project name: Namaste Rock
General location of the property: 13704 North Highway 191 (inbetween Archview Campground and Under Canvas)
Size of the subject property: 24.03 acres Number of lots: 24
Surrounding land uses: Gas station, Convenience store, RV Campground with KOA style cabins and Glamping.
Current Zoning: Range Grazing (RG) district Proposed Zoning: Highway Commercial (HC) district

2016 PAGE 1
Title: Murphy Flats (High Density Housing Overlay – HDHO15)

Fiscal Impact: N/A

Presenter(s): Community and Economic Development Staff

Possible Motions:

Move to send a (favorable or unfavorable) recommendation to the County Council for applying the High Density Housing Overlay (HDHO-15) to the parcel located at 1183 Murphy Lane and its associated master plan (as needed... “with the following changes/conditions: ...”)

Staff Recommendation:

Review and consider application materials provided to the planning commission related to the application of the HDHO-15 overlay to the subject parcel.

At this stage, planning commissioners shall primarily determine if the subject parcel is appropriate for the development intensity proposed by the developer. Planning commissioners shall also review the proposed master plan for conformance with the HDHO ordinance and compatibility with the surrounding area.

Background:

See staff report attached and below.

The applicant is seeking a High Density Housing Overlay (HDHO-15) approval of the subject parcel from the County. A planning commission recommendation should be made as to the legislative application of the HDHO-15 to the subject parcel.

Attachment(s):

- High Density Housing Application
- Applicant Statement
- Conceptual Site Plan – to be approved and recorded as a master plan
- Survey
- Title Report
- Development Agreement
- Application Fee
DATE: Tuesday, August 13, 2019  
TO: Grand County Planning Commission  
SUBJECT: Murphy Flats High Density Housing Overlay District 15 (HDHO-15) Application

PROPERTY OWNER: Courtney & Robert Kizer  
PROP. OWNER REP: Courtney Kizer, Architectural Squared  
ENGINEER: SET Engineering, 1309 E 3rd Ave #21, Durango, CO 81301  
PROPERTY ADDRESS: 1183 Murphy Lane  
SIZE OF PROPERTY: 1.46 acres  
EXISTING ZONE: Rural Residential (RR).  
EXISTING LAND USE: Rural Residential (residence)  
ADJACENT ZONING AND LAND USE(S): Rural Residential (RR) & Large Lot Residential (LLR). The subject parcel is located within the HDHO-15 eligible area.

APPLICATION TYPE  
High Density Housing Overlay (HDHO-15)

STAFF RECOMMENDATION: Approve with Conditions  
Comments (optional): Planning Commission and Council should consider site planning elements in the proposed Master Plan. Additionally, the PC and CC should address parking for the proposed development.

APPLICATION PROCEDURE  
Decision Type: Legislative

Public Notices: ☐ Public Meeting at:  
☐ Planning Commission  
☐ County Council  
☐ County Council

Public Hearing at:  
☒ Planning Commission

Attachments:  
☐ Approval Letters  
☒ Site Plan  
☐ Landscape Plan  
☒ Vicinity Map  
☒ Legal Notice  
☒ Legal Description  
☒ Public Comments  
☒ Agency Comments  
☐ Response to Standards  
☐ Other:

SUMMARY OF REQUEST  
The subject property is a 1.46 acre lot located in the Rural Residential (RR) zone at 1183 Murphy Lane. The developer is requesting application of the HDHO-15 to their parcel.

SITE IMPROVEMENTS / ADDITIONS / CHANGES  
Applicant will provide power, sewer, and water to all HDHO Lots/Units. Upgrades to the access road are proposed. Applicant will continue to work with the County Engineer, Roads Department and others as necessary.
CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

Article 4.7 HIGH DENSITY HOUSING (HDH) OVERLAY DISTRICT

4.7.1 Purpose.

A. Grand County has established a High Density Housing Overlay (HDHO) district to facilitate the provision of new housing units used for primary residential occupancy by actively employed households. The HDHO districts (See Map- Exhibit A) are intended to provide the opportunity and means for the County to meet its estimate of additional residential and workforce housing needs, to achieve the goals of the housing element of the County’s General Plan, and to implement the policies and goals of the housing element of the County’s General Plan.

B. These regulations are intended to encourage the development of new housing units by assisting both the public and private sector in making the provision of these units economically viable, while providing assurances to the County that these units will maintain a high degree of quality and will remain financially accessible to residents and local area workers.

C. These regulations are further intended to encourage the provision of primary residential housing through the combination of the HDHO districts with multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

D. The HDHO is intended to:

1. Provide a means of directing and simplifying the process for creating and maintaining primary residential housing.
2. Provide a means of directing and simplifying the process for creating and maintaining affordable housing constructed to meet the Assured Housing requirements of Section 6.15.
3. Provide incentives to developers, whether in new or rehabilitated housing, to maintain primary residential rental and ownership units in perpetuity.

Staff believes the developer’s narrative and proposed layout meet the legislative intent of the High Density Housing Overlay. Staff recommends planning commission forward a favorable recommendation of the HDH Overlay application and associated master plan.

4.7.5(C)

C. Property Development Standards. The following development standards shall apply to HDHO units in the HDHO districts.

The Applicant is not requesting preliminary plat approval, but has submitted a master plan, development agreement, and site plan that would be recorded and used as a guide for the proposed development if the overlay is attached to the property. The master plan and accompanying development agreement would dictate the maximum number of buildings and units, general layout of the development, and number of deed restricted lots or units.

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

The proposed master plan generally reflects the slope and drainage concerns on the subject parcel. Architectural and design elements of the development have not been provided to date. Planning commission may want to condition their recommendation based on various site planning elements. The Development Review Team is aware that significant structural work will be needed to accommodate the development due to topography on the site.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the following design standards shall apply to a development that utilizes the density increases allowed by this Article.
Unless specified below, these design standards will be evaluated at the time of granting a building permit, and at Preliminary and Final Plat approval.

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

This design standard will be evaluated at the time of Preliminary and Final Plat approval.

b. Screening Requirements

This design standard will be evaluated at the time of Preliminary and Final Plat approval. Screening will be required on multiple parking areas.

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

ii. Parking Lot Screening. Parking lot screening must be provided between those portions of an off-street parking area containing six (6) or more parking spaces and a different zoning district or a public street and shall be designed according to the following:

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

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

c. No landscaping or screening shall interfere with driver or pedestrian visibility for vehicles entering or exiting the premises.

d. Screening for a parking lot may be comprised of plants found in Section 6.4.3.F.

e. Content: Parking lot screening must consist of at least two (2) of the following:

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

   ii. A berm with plantings as described above;

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

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

iii. Parking Island Design. Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. The standards for landscaped islands are as follows:
a. Landscaped parking lot islands shall be required at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9’).

b. A minimum of one tree shall be provided for each island.

c. Shrubs, perennials or ornamental grass shall be incorporated in each landscaped island that does not contain a tree.

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

e. All perimeter and interior landscaped areas in parking lots shall be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.

c. Building Exterior Façade Standards.

These standards are to be reviewed at the time a building permit is requested. They are administrative requirements for development within an HDH Overlay.

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

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

iii. Planning staff shall have the authority to waive this requirement when the building is not visible from adjacent properties or the public right-of-way.

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

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

f. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.
maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO district development. However, the building site area lot widths, and lot coverage percentages shall be designated on a site plan pursuant to Section 9.17 or preliminary plat pursuant to Section 9.4 approved by the Planning Commission.

This design standard will be evaluated at the time of Preliminary and Final Plat approval.


The Applicant is proposing a development with 20 units, which is allowed by the HDHO15 District.

5. Building Height.

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

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

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

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

   i. 20 feet

   ii. The building’s setback at that point

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

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

7. Parking.

34 parking stalls are required; 39 have been provided (the location and orientation of 1 space is questionable, however). 13 one-bedroom units x 1.5 = 19.5, 7 two-bedroom units x 1.75 = 12.25, 1 existing unit to be renovated x 2 = 2, 19.5 + 12.25 + 2 = 33.75 round up to 34 parking stalls. The applicant will need to add additional parking or justify providing fewer spaces than are required by the code. Staff notes that the duplex in the middle terrace includes parking that is sufficient for only one of the duplex units, but not both, which looks problematic. Staff also notes that the applicant is not providing ANY guest parking. Staff encourages the planning commission to address parking with the applicant. Given the project’s location, fewer parking stalls may be justified for non-auto users, but the applicant has not provided any analysis or commentary justifying the reduced number.

i. Number of spaces required

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

   b. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:
<table>
<thead>
<tr>
<th>Multi-family dwellings</th>
<th>Efficiency and one-bedroom</th>
<th>1.5 per dwelling unit</th>
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<tbody>
<tr>
<td></td>
<td>Two-bedroom</td>
<td>1.75 per dwelling unit</td>
</tr>
<tr>
<td></td>
<td>Three-bedroom and Larger</td>
<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>

ii. Parking design requirements

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

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

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

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

g. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

8. Minimum Standards of Physical Condition. A HDHO unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.

_These standards are to be reviewed at the time a building permit is requested, and included in the deed restrictions attached to each lot’s title._

9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street; all private streets shall meet fire code and access standards.

_This standard will need to be met with the Preliminary Plat application. Developer will need to work with the County Engineer, Roads Department, and Fire Department to ensure that these standards are meet._

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

_The developer has not proposed signage to date. The updated HDHO ordinance requires designation of the percentage of HDHO Lots or Units to be developed on the Property, including designation of the specific HDHO Lots or Units in accordance with Section 4.7.4. The applicant has designated the HDH Units on the site plan._

11. Construction Timing. The HDHO units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO units may be developed in proportion to the phasing of the unrestricted units. For example, in an approved development that includes 100 units built in two 50-unit phases the first phase must include at least 40 HDHO units.

_The applicant has designated the HDH Units on the site plan._
C. Application. A Developer or Subdivider shall submit an HDHO District Application with the information contained in Section 9.2.3 together with a Development Agreement, Master Plan, and Conceptual Site Plan as follows:

1. The Development Agreement shall include the following information:
   a. Legal description of the Property; Not present in the Development Agreement, will need to add prior to approval.
   b. Narrative summarizing the proposed development of the Property by gross acre; number of Lots or Units, Common area and open space acreage, overall character and architectural style, and other related development features as proposed by the Developer or requested by the County; Calculations not present, but common and open space areas shown on site plan. Applicant narrative of development included. Architectural renderings have not been provided.
   c. Percentage of HDHO Lots or Units to be developed on the Property; and Present, 80%, as required.
   d. Deed Restriction required by 4.7.6.B. Present, as required

2. The Master Plan shall include the following information:
   a. Legal description of the Property; Not present.
   b. Number and location of Lots or Units to be developed on the Property; Present, as required.
   c. Percentage of HDHO Lots or Units to be developed on the Property, including designation of the specific HDHO Lots or Units in accordance with Section 4.7.4; and Present, as required.
   d. Identification of site planning features designed to ensure compatibility between proposed HDHO Development and surrounding neighborhoods and land use. Present, as required.

3. The Conceptual Site Plan shall include the information required under Section 9.17.3.A through N. Present, as required

Article 7 Subdivision Standards

Staff has reviewed the development concept plan submitted to date for subdivision standards not specified within the HDH Overlay or addressed above.

Lighting: The developer has not submitted a street lighting plan, or exterior lighting plans for the individual structures. The street lighting plan will be required prior to final plat approval and the exterior lighting plans for individual structures will be required at the time building permit applications are reviewed.

Roads: The applicant will need an acceptable plan for the roads department, applicant is working with planning and zoning and the roads department to accomplish this.
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 HDH Overlay to the General Plan as an amendment or complement to the Future Land Use Plan, the proposed subdivision is supported.

**COMPATABILITY WITH LAND USE CODE (ZONING)**

The subject property is zoned Rural Residential (RR), and is in the HDH15 Overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is applied, the applicant will need to apply for preliminary plat and final plat approvals that comply with all standards in Sections 4.7 and Articles 5, 6, 7, and 9.

**LAND USE CODE REFERENCE SECTIONS**

Section 3.1 Use Table

### Principal Uses by Zoning District

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<tr>
<th>Use Category</th>
<th>Specific Use</th>
<th>RESIDENTIAL</th>
<th>NONRESIDENTIAL</th>
<th>Use-Specific Standards</th>
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<td>SLR</td>
<td>LR</td>
<td>RR</td>
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<tr>
<td><strong>Residential Uses</strong> (Section 3.4.7)</td>
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<td>Zero lot line house</td>
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<td>Alley-loaded house</td>
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<td>P</td>
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<tr>
<td></td>
<td>Dwelling, two-family (duplex)</td>
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<td>Townhouse</td>
<td>P</td>
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<td>P</td>
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<tr>
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<td>Dwelling, multi-family</td>
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<td>P</td>
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<td></td>
<td>Manufactured home</td>
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<td>Manufactured home community</td>
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<td></td>
<td>Upper-story residential</td>
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<tr>
<td></td>
<td>All other household living uses</td>
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**4.7.4A**

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<tr>
<th>High Density Housing (HDH) District</th>
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<tr>
<td>HDH 35a</td>
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<td>10 units per acre</td>
</tr>
<tr>
<td>HDH 5</td>
<td>5 units per acre</td>
</tr>
</tbody>
</table>

**4.7.6 Assurance of primary residency and occupancy.**
HDHO units developed under this Article shall remain available to persons and families who live and work in Grand County according to the standards set forth in Section 4.7 in perpetuity. The developer shall be required to enter into a development agreement with the County to ensure primary residential occupancy by actively employed households is maintained prior to recordation of final plat or issuance of a building permit for the applicable development. Each housing unit designated for primary restricted residential occupancy by an actively employed household (an HDHO unit) shall also include a deed restriction attached to its title in accordance with the standards set forth in this section. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval if the standards of this section are not met.

The developer has submitted a development agreement to the County. If the HDH-15 Overlay is approved and the Applicant is permitted to develop under the HDHO standards, each deed restricted lot or unit shall be designated on the plat prior to preliminary plat approval. Further, each deed restricted lot or unit shall include such restriction on its chain of title in perpetuity.

PROPERTY HISTORY
The existing site has one (1), two bedroom long term rental unit that will remain and one (1), one bedroom long term unit that will also remain. The one bedroom unit is currently occupied by the applicant.

There has been some public comments from neighbors concerned about the 50’ wide access easement and what the road might look like. Neighbors are also concerned with maintaining their only access to their property open during construction.
HIGH DENSITY HOUSING (HDH) OVERLAY APPLICATION

FOR OFFICE USE ONLY
Date of Submittal: ________ Application Processing Fees: $500.00
Submittal Received by: ______ Amount Paid: ______ Fees Received by: __________

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THROUGH SECTION 4.7 OF THE
GRAND COUNTY LAND USE CODE AND MEET WITH STAFF PRIOR TO SUBMITTING AN
APPLICATION TO RECEIVE THE HIGH DENSITY HOUSING (HDH) OVERLAY. APPROVAL OF
AN HDH OVERLAY APPLICATION DOES NOT CONSTITUTE A PRELIMINARY PLAT, FINAL
PLAT, OR SITE PLAN APPROVAL.

CONTACT INFORMATION
Property owner: Courtney & Robert Kizer
Address: ____________________________________________________________
Phone: _______ cell: _______ fax: _______
Email address: ______________________________________________________

Engineer (if applicable): SET Engineering
Address: 1309 E 3rd Ave #21, Durango, CO 81301
Phone: 970.403.5088 cell: 970.759.8129 fax: _______________________
Email address: jeffp@setengineering.com & andrewr@setengineering.com

Property owner representative (if applicable): Courtney Kizer, Architectural Squared
Address: 150 E Center St #205, Moab, UT 84532
Phone: _______ cell: _______ fax: _______
Email address: ______________________________________________________

PROJECT INFORMATION

Project name: Murphy Flats
General location of the property: Murphy Lane, 1/2 mile east of Mill Creek intersection
Underlying Zoning: RR ______________ district
Surrounding land uses: RR, LLR, SLR, BLM
Size of property: 1.46 ______ acres
Number of lots/units proposed: 0 (for sale) 21 (for rent)
Number of deed restricted HDHO units proposed: ______ (for sale) 18 (for rent)
REQUIRED – Each of the following agencies will review for their ability to serve the proposed development through adequate existing and future casements, or provide a letter with detailed requirements for the proposed development. Applicants are encouraged to consult each of the following agencies prior to submitting a development application. Grand County Community and Economic Development staff will request approval letters or signatures from each agency after a complete application is submitted.

Moab Valley Fire Department
Grand County Road Supervisor
Grand Water and Sewer Service Agency
Rocky Mountain Power
FEMA Floodplain Administrator

SUPPORTING MATERIALS
Approvals of the High Density Housing (HDH) Overlay are considered legislative, discretionary decisions. They are reviewed in public hearings by the Planning Commission and County Council, with the County Council serving as the final land use authority (i.e. final decision-making authority). Approval of an HDH Overlay application **DOES NOT** constitute a preliminary plat, final plat, or site plan approval. HDH Overlay applications shall contain, at a minimum, the following supporting materials through the approval process according to the following submittal schedule:

☐ Survey. The applicant shall submit a certified survey of land area to be rezoned. Such survey map shall require at a minimum the following information:
1. Subject land area acreage
2. Adjacent uses and predominant uses in the vicinity
3. Existing zoning designation of the subject property and surrounding properties.
4. A vicinity map.

✔ Applicant Statement. A statement by the Applicant explaining how the proposed High Density Housing Development meets the legislative intent and established standards of Section 4.7 of the Grand County LUC. In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented.

☐ Development Agreement. The Applicant shall provide and enter into a development agreement with the County establishing the proposed means for assuring the continuing existence, maintenance and operation of the HDH development in compliance with standards set forth in Section 4.7 of the Grand County LUC.

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

☒ Covenants, Conditions, Restrictions. Draft of any protective covenants where the developer/subdivider proposes to regulate land use or development standards in the subdivision.
☐ Taxes. A statement from the County treasurer showing the status of all current taxes due on the parcel.

☐ Surrounding Property Owners. A list of surrounding property owners and their legal mailing addresses within 100 feet of the exterior boundary of the parcel proposed to be rezoned.

☐ Posting. The Applicant is responsible for posting a sign noticing the public hearings. The Community and Economic Development Department will provide the physical signs. The Applicant is responsible for wind and water proofing the sign as well as placing it in a prominent place within the front setback of each street to which the proposed subdivision fronts. The public hearing notices shall be posted at least 10 days prior to the public hearings and remain in place until the public hearing is completed.

☐ Application Fee. The process / filing fee of $500.00 shall be paid in full.

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

Property Owner’s Signature: ______________________ Date: 6/21/19

State of Utah )
County of Grand )

SUBSCRIBED AND SWORN to and before me this 21 day of June, 2019

Eve C. Brannan
My Commission Expires 4/13/2023

REF: High Density Housing Overlay Application at 1187 & 1189 Murphy Lane

To the members of the Grand County Planning Council, Mr. Levine, & Mr. Gordon-

Please find attached to this statement supporting documentation for a proposed High Density Housing Overlay Development on a 1.46 acre piece of property at 1187 & 1189 Murphy Lane, currently zoned Rural Residential. Our hope is to use the HDH 15 incentive to create a small housing project tailored to the needs of our long-term residents. There is a maximum number of 21 units that could be allowed on the property based on the overlay density for the HDH 15 district.

The existing site has (1) two bedroom long term rental unit to remain and (1) one bedroom long term unit to remain, occupied by the applicant. We intend to maintain occupancy of this one bedroom unit and live on the property along with our renters. Thus, we have a vested interest in the quality of life for the end users of these housing units.

A conceptual site plan has been included with our application to show how we intend to develop this rather complicated site. Small scale, 2 – 4 bedroom units would be scattered about the existing level platforms with interstitial land used for tenant open space, parking, drainage and storage units for residents. The “Minimum Design Standards” outlined in the HDHO Criteria have been taken into consideration in this conceptual site plan and will be refined during compilation of forthcoming Preliminary & Final Plat Applications.

Preliminary conversations with the Fire District, Water & Sewer, Road Supervisor and Rocky Mountain Power have commenced. Adjustments to the site plan will be made to ensure that all health, safety, welfare and access concerns are properly addressed prior to submitting a Preliminary Plat Application.

We believe that the project site is an ideal High Density Housing location for the following reasons:

- PROXIMITY TO EXISTING HOUSING - The property is .5 miles away from the current 20 unit/acre Multi Family Residential Overlay. Thus, current, dense multifamily projects are already nearby. The property is directly adjacent to Large Lot Residential Properties and in close proximity to Small Lot Residential Communities. The current size of the property (1.4 acres) is underutilized in comparison to surrounding land uses.
- PROXIMITY TO MOAB - The property is less than 1 mile from Moab City Limits. This creates an ideal situation for pedestrian and bicycle access to local amenities and the city center.
• PRESERVATION OF EXISTING NEIGHBORHOODS - The property is nestled against the hills East of town. There are no existing neighborhoods surrounding the lot whose character would be disrupted by development of the property. There are no neighboring properties whose views or solar access would be impeded by development of the lot.

• SLOPE - The average slope of the property does not prohibit complying fire or emergency vehicle access from Murphy Lane. The average slope of the lot does not prohibit architectural development. Although the slopes are challenging, they are not unsurmountable. The variation in slope allows for multiple base elevations within the project for vertical design interest and preservation of views from all units.

• SERVICES - Municipal services are already in place to the site. Plans for expansion of services on site are possible based on conversations with companies providing those utilities.

I sincerely appreciate your consideration of our request to be granted the right to utilize the overlay to increase housing density on our lot. We are eager to work with the Community and Economic Development Department, the Planning Commission, the County Council and the Building Department to create a plan that benefits as many Grand County residents as possible.

Yours Truly,

[Signature]

Courtney Kizer
Property Owner
Grand County Resident
Principal at Architectural Squared
UPPER TERRACE = 7 UNITS + 12 PARKING SPACES + 11 STORAGE UNITS

LOWER TERRACE = 11 UNITS + 16 PARKING SPACES + 8 (8X5) STORAGE UNITS

TOTAL = 20 UNITS (80%, 16 UNITS DESIGNATED HDH) + 30 PARKING SPACES + 19 STORAGE UNITS

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FLOOR PLAN NOTES:
A. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
B. HOLD ALL "CLAMP" INTERIOR FRAME DIMENSIONS TO FACE OF FINISH.
C. COORDINATE F.E.C. (FIRE EXTINGUISHER CABINETS) LOCATIONS AND QUANTITY WITH LOCAL FIRE MARSHALL. SHOWN IN PLAN @ 75' - 0" O.C. MAX SPACING.

ROOF PLAN NOTES:
A. ALL ROOFS TO ACHIEVE CLASS 'A' FIRE RATING BY INSTALLING REQUIRED ROOFING UNDERLAYMENT AT ALL LOCATIONS WHERE PRIMARY ROOF MATERIAL DOES NOT ACHIEVE CLASS 'A' RATING.
B. IT IS RECOMMENDED THAT ALL ROOF PIPES BE RATED FOR A MINIMUM OF 2 HOURS TO FIRE EXTINGUISH ROOF Material INSTALLING REQUIRED ROOFING UNDERLAYMENT AT ALL LOCATIONS WHERE PRIMARY ROOF MATERIAL DOES NOT ACHIEVE CLASS 'A' RATING.
C. ALL RAKE AND EAVE DIMENSIONS TO BE HORIZONTAL DIMENSIONS, NOT ALONG PITCH.
D. COORDINATE LAYOUT OF ROOF FRAMING WITH EXPOSED RAFTERS WHERE NEEDED.
E. VERIFY ALL GUTTER AND DOWNSPOUT LOCATIONS AND TYPES WITH ARCHITECT PRIOR TO INSTALLATION.
F. LIGHTNING PROTECTION IS RECOMMENDED, REFER TO MANUFACTURER FOR LIGHTNING ROD AND GROUND ROD LOCATIONS AS IMPLEMENTED.
G. PROVIDE ELECTRICAL HEAT TAPE AT ALL HARD PIPED GUTTERS AND DOWNSPOUTS (TYP.).
H. ALL ROOF PENETRATION LOCATIONS MUST BE SUBMITTED TO ARCHITECT AND ROOFING MANUFACTURER FOR REVIEW. (NOTE: NOT ALL ROOF PENETRATIONS MAY BE SHOWN ON PLAN).
I. DIVERTER FLASHING SHALL BE INSTALLED WHERE A LOWER SLOPED ROOF TERMINATES AGAINST A VERTICAL WALL, CHIMNEY CHASE, OR FRAMED COLUMN.
J. FLASHING AT PLUMBING VENTS TO MATCH ROOF MATERIAL.
FLOOR PLANS - DUPLEX
MURPHY FLATS
1187 & 1189 MURPHY LANE
MOAB, UT 84532

FLOOR PLAN NOTES:
A. ALL DIMENSIONS ARE TO FACE OF STUD U.N.O.
B. HOLD ALL "CLEAR" INTERIOR ROOM DIMENSIONS TO FACE OF FINISH.
C. COORDINATE ALL P.I.C. PIPE EXTENDER CABINET LOCATIONS AND QUANTITY WITH LOCAL FIRE MARSHALL. SHOWN IN PLAN @ 75' O.C. MAX SPACING.

ROOF PLAN NOTES:
A. ALL ROOFS TO ACHIEVE CLASS 'A' FIRE RATING BY INSTALLING REQUIRED ROOFING UNDERLAYMENT AT ALL LOCATIONS WHERE PRIMARY ROOF MATERIAL DOES NOT ACHIEVE CLASS 'A' RATING.
B. IT IS RECOMMENDED THAT ALL ROOFS RECEIVE DOUBLE GREEN HOUSE COUPLING AT ALL ROOF PENETRATIONS INCLUDING FLUES, VENTILATION PIPES AND STACKS. COUPLING MOVEMENT JOINTS MUST BE CONNECTED TO ROOFTOP AND ROOFING MANSARD AT TYPICAL SPACING OF 5'-0" MAX.
C. ALL RAKE AND EAVE DIMENSIONS TO BE HORIZONTAL DIMENSIONS, NOT ALONG PITCH.
D. VERIFY ALL GUTTER AND DOWNSPOUT LOCATIONS AND TYPES WITH ARCHITECT PRIOR TO INSTALLATION.
E. LIGHTING PROTECTION IS REQUIRED. REFER TO MANUFACTURER FOR LIGHTNING ROD LOCATIONS AND SPACING.
F. PROVIDE ELECTRICAL HEAT TAPE AT ALL HARD PIPED GUTTERS AND DOWNSPOUTS (TYP.).
G. PROVIDE ELECTRICAL HEAT TAPE AT ALL HARD PIPED GUTTERS AND DOWNSPOUTS (TYP.).
H. ALL ROOF PENETRATION LOCATIONS INCLUDING BUT NOT LIMITED TO FLUES, VENTILATION PIPES AND STACKS MUST BE SUBMITTED TO ARCHITECT AND ROOFING MANUFACTURER FOR REVIEW. NOT ALL ROOF PENETRATIONS MAY BE SHOWN ON PLAN.
I. DIVERTER FLASHING SHALL BE INSTALLED WHERE A LOWER SLOPED ROOF TERMINATES AGAINST A VERTICAL WALL, CHIMNEY CHASE, OR FRAMED COLUMN.
J. FLASHING AT PLUMBING VENTS TO MATCH ROOF MATERIAL.

REVISIONS:
1/4" = 1'
6/21/2019 1:39:22 PM
ARCHITECTURAL
Vehicle Name: MVD Pierce Contender Pumper 30'
Type: Rigid vehicle
Category: (Unspecified)
Classification: (Unspecified)
Source: NCHRP Report 659
Description: Design Vehicle. Maximum wheel angle based on E-ONE Fire Truck.
Notes: 
Unit 1 Name: MVD Pierce Contender Pumper 30' Tractor

MVD Pierce Contender Pumper 30'
Overall Length 30.750ft
Overall Width 8.167ft
Overall Body Height 7.745ft
Min Body Ground Clearance 0.656ft
Track Width 8.167ft
Lock-to-lock time 5.00s
Max Wheel Angle 45.00°
Vehicle Tracking Vehicle Details

Ref:

Unit Name: MVD Pierce Contender Pumper 30' Tractor
Type: Tractor (with driver controlled steering)
Body style: Fire Truck
Classification (Unspecified)

Source: No data
Description: No data
Notes: No data
Datum: Front Primary Axle

Front Axle(s):
- Primary Front Axle Offset: 0.000ft
- Effective Front Axle Offset: 0.000ft (Auto Calculated)
- Maximum Wheel Angle: 45.000deg (Any Front Wheel)
- Status: Active Non Self-Steered
- Track Width: 8.167ft
- Total Wheels: 2 (positioned at the ends of the axle)
- Tire Width: 0.817ft (Auto Calculated - proportion of Track Width)
- Tire Diameter: 2.858ft (Auto Calculated - proportion of Track Width)

Rear Axle(s):
- Primary Rear Axle Offset: 15.800ft (Innermost Axle behind Front Primary Axle)
- Effective Rear Axle Offset: 15.800ft (Auto Calculated)
- Maximum Wheel Angle: Unlimited
- Status: Active Non Self-Steered
- Track Width: 8.167ft
- Total Wheels: 2 (positioned at the ends of the axle)
- Tire Width: 0.817ft (Auto Calculated - proportion of Track Width)
- Tire Diameter: 2.858ft (Auto Calculated - proportion of Track Width)

Steering:
- Maximum Wheel Angle: See Front Axles: Maximum Wheel Angle
- Calculated Maximum Wheel Angle: 45.000deg
- Lock-to-Lock Time (Fwd/Rev): 5.0sec / 5.0sec
- Driver / Pilot
  - Driver Offset Longitudinally: -2.429ft (in front of Front Primary Axle)
  - Driver / Pilot Offset Laterally: -1.969ft (Right of Centerline)
  - Driver Height: 6.234ft (Above ground level)
- Front Coupling: None

Rear Coupling: None

Body outline (plan):
- Outline Type: Rectangle
- Offset (X,Y): -7.350ft, 0.000ft
- Length / Width: 30.750ft / 8.167ft

Body outline (plan):
- Outline Type: Wing mirror
SURVEYOR'S CERTIFICATE

1. Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 7540504. I further certify that a bird survey was made of the property described below, and the findings of that survey are as shown hereon.

Lucas Blake
License No. 7540504

BORDER DESCRIPTION

Description of that Parcel of Land Surveyed by UTA R L 41985 (dated 1/18/1975) in the West 2 Section 8, Township 26 South, Range 22 East, SLM, Grand County, Utah, more particularly described as follows:

Beginning at a corner which bears South 89°32'20" East 1082.6 feet, thence North 15°13' West 267.5 feet from the West 2 Corner Section 8, Township 26 South, Range 22 East, SLM, and proceeding thence North 15°13' West 334.8 feet (crossing 342.7 feet) to a corner; thence North 89°32'20" East 179.2 feet (crossing 342.7 feet) to a corner; thence South 15°13' East 412.8 feet (crossing 420.0 feet) to a corner; thence North 89°32'20" West 205.7 feet to the point of beginning.

Together with an access easement for ingress, egress and utilities over and across the easement 24 feet of the JohnsonJones Property as reserved in the Warranty Deed recorded October 4, 1999 in Book 539 Page 268, Entry No. 440518.

Together with a 25 foot wide access and utility easement dated April 17, 2001 and recorded as Entry No. 453969 in Book 581 at Page 68.

Together with a 25 foot wide access and utility easement dated April 17, 2001 and recorded as Entry No. 453899 in Book 581 at Page 71.

Excluding therefrom all mineral interests in oil, gas, and minerals.

Subject to all restrictions, easements, and rights-of-way, however existent.

NARRATIVE

The Basis of Bearings is S 00'25"22" W between the West corner and the Southwest corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian.

The purpose of this survey is to retrace and monument the boundary of the above described property according to the official records and the location of pertinent existing improvements located on the ground.

BOUNDARY SURVEY
1187 & 1189 S Murphy Lane
Moab, Utah

Courtney Kizer

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN.
ALTA OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting,
   regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection
   if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Anderson-Oliver Title Insurance Agency, Inc.
94 E. Grand Ave.
Moab, UT 84532
(435) 259-3000
Agent ID: 440036

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions. For purposes of this form the “Stewart Title” logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
   (i) to be timely; or
   (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection; or
   or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
   (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;
   (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
   (c) resulting in no loss or damage to the Insured Claimant;
   (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
   (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) the term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity,
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the
   (e) "Insured Claimant": An Insured claiming loss or damage.
   (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart notice of matters affecting the Title.
   (g) "Land": The land described in Schedule A, and all described improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
   (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
   (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
   (j) "Title": The estate or interest described in Schedule A.
   (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

CONDITIONS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
(d) "Insured": The Insured named in Schedule A.
   (i) the term "Insured" also includes
      (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
      (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
      (C) successors to an Insured by its conversion to another kind of Entity;
      (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
         (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
         (2) if the grantee wholly owns the named Insured,
         (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity,
         (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the
   (e) "Insured Claimant": An Insured claiming loss or damage.
   (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart notice of matters affecting the Title.
   (g) "Land": The land described in Schedule A, and all described improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
   (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
   (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
   (j) "Title": The estate or interest described in Schedule A.
   (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

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File No. 11543
ALTA Owner's Policy 06-17-06
Page 2 of 4 of Policy Serial No.: O-0000-285354938

PC Packet 08-13-19
136 of 151
2. CONTINUATION OF INSURANCE
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser, lessee, or assignee of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS
(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE
(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, the services of the Insurer for this purpose. Whenever requested by the Company, the Insured, at the Company’s expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall be terminated, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
In case of a claim under this policy, the Company shall have the following additional options:
(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys’ fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
8. DETERMINATION AND EXTENT OF LIABILITY
This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
(i) the Amount of Insurance; or
(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
(i) the Amount of Insurance shall be increased by 10%, and
(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.
9. LIMITATION OF LIABILITY
(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.
11. LIABILITY NONCUMULATIVE
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.
12. PAYMENT OF LOSS
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.
13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.
(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.
14. ARBITRATION
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.
15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.
16. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.
17. CHOICE OF LAW; FORUM
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.
18. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.
SCHEDULE A

Name and Address of
Title Insurance Company:
Stewart Title Guaranty Company
P.O. Box 2029, Houston, TX 77252

File No.: 11543
Policy No.: O-0000-285354938

Address Reference: 1187 South Murphy Ln., Moab, UT 84532
1189 South Murphy Lane, UT
(For Company Reference Purposes Only)

Amount of Insurance: $330,000.00
Premium: $1,544.00

Date of Policy: November 15, 2018 at 2:48:51 PM

1. Name of Insured:
   Courtney Kizer and Robert Kizer

2. The estate or interest in the Land that is insured by this policy is:
   Fee Simple

3. Title is vested in:
   Courtney Kizer and Robert Kizer, as joint tenants

4. The Land referred to in this policy is described as follows:

   DESCRIPTION OF THAT PARCEL OF LAND SURVEYED BY UTAH R.L.S. #1963 (dated 1/16/1970) in the West ½ Section 8, Township 26 South, Range 22 East, SLM, Grand County, Utah, more particularly described as follows:

   Beginning at a corner which bears South 69° 20’ East 1582.6 feet; thence North 15° 13’ West 267.0 feet from the West 1/4 Corner Section 8, Township 26 South, Range 22 East, SLM, and proceeding thence North 15°13’ West 334.8 feet (record=340.0 feet) to a corner; thence North 89°03’ East 175.2 feet (record=East 180.43 feet) to a corner; thence South 15°13’ East 412.8 feet (record=420.0 feet) to a corner; thence North 69°43’ West 208.7 feet to the point of beginning. (Parcel No. 02-008-0097)

   TOGETHER with an access easement for ingress, egress and utilities over and across the Easterly 24 feet of the Johnson/Jones Property as reserved in the Warranty Deed recorded October 4, 1999 in Book 539 at Page 268, Entry No. 449419.

   TOGETHER with a 25 foot wide access and utility easement dated April 17, 2001 and recorded as Entry No. 453809 in Book 561 at Page 68.

   TOGETHER with a 25 foot wide access and utility easement dated April 17, 2001 and recorded as Entry No. 453810 in Book 561 at Page 71.

   EXCEPTING therefrom an undivided ½ interest in all oil, gas, and minerals. Excluding only Vanadium and Uranium ores.
EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

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

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

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

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

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

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

7. Taxes for the year 2018 are accruing as a lien; not yet due and payable. Taxes for the year 2017 were paid in the amount of $1,139.55.

8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

9. The rights of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises as reserved in the Patent dated June 18, 1901 and recorded as Entry No. 8967 in Book 1 at Page 341.

10. Conveyance of ½ interest in all oil, gas, and other minerals in the Mineral Deed from Tom Murphy J. L. Tatum dated November 19, 1953 and recorded as Entry no. 215208 in Book 3-G at Page 125.


12. Pipeline Easement granted to the City of Moab by Tom Murphy dated December 5, 1955 and recorded April 30, 1956 as Entry No. 275713 in Book 6-R at Page 425.
SCHEDULE B


End of Exceptions
STG Privacy Notice
Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

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

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

File No.: 11543

Revised 11-19-2013
WHAT DO/DOES THE Anderson-Oliver Title Insurance Agency, Inc. DO WITH YOUR PERSONAL INFORMATION?

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

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

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

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

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

Sharing practices

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

Contact Us

If you have any questions about this privacy notice, please contact us at: Anderson-Oliver Title Insurance Agency, Inc., 94 E. Grand Ave., Moab, UT 84532
GRAND COUNTY CORPORATION
Tax Roll Master Record

Parcel: 02-0008-0097  Serial #:26-22-8-63.6  Entry:532432
Name: KIZER COURTNEY
Property Address
 Address: 15410 LITIG RD
City State Zip: MANOR TX  78653-0000
Status: Active  Year: 2019  District: 002 SPANISH VALLEY  0.010532

<table>
<thead>
<tr>
<th>Owners</th>
<th>Interest</th>
<th>Entry</th>
<th>Date of Filing</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>KIZER COURTNEY</td>
<td>JT</td>
<td>532432</td>
<td>11/15/2018</td>
<td>(0876/0260)</td>
</tr>
<tr>
<td>KIZER ROBERT</td>
<td>JT</td>
<td>532432</td>
<td>11/15/2018</td>
<td>(0876/0260)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Information</th>
<th>2019 Values &amp; Taxes</th>
<th>2018 Values &amp; Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Units/Acres</td>
<td>Market</td>
</tr>
<tr>
<td>BR01 PRIMARY RES. BLDG</td>
<td>0.00</td>
<td>41,938</td>
</tr>
<tr>
<td>BR01 PRIMARY RES. BLDG</td>
<td>0.00</td>
<td>71,260</td>
</tr>
<tr>
<td>LR01 RES. IMPROVED LAND</td>
<td>1.00</td>
<td>60,000</td>
</tr>
<tr>
<td>LS03 LAND OVER 1 AC.</td>
<td>0.46</td>
<td>9,200</td>
</tr>
<tr>
<td>Totals:</td>
<td>1.46</td>
<td>182,398</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Year Built</th>
<th>Square Footage</th>
<th>Basement Size</th>
<th>Building Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>BR01 PRIMARY RES. BLDG</td>
<td>1985</td>
<td>960</td>
<td></td>
<td>MANUF HOME</td>
</tr>
<tr>
<td>BR01 PRIMARY RES. BLDG</td>
<td>2002</td>
<td>800</td>
<td></td>
<td>ACCESSORY DWELLING UNIT</td>
</tr>
</tbody>
</table>

**** SPECIAL NOTE ****
Tax Rates for 2019 have NOT BEEN SET OR APPROVED! Any levied taxes or values shown on this printout for the year 2019 are SUBJECT TO CHANGE!! (Using Proposed Tax Rate)

2019 Taxes: 1,100.16  2018 Taxes: 1,100.16
Special Fees: 0.00
Penalty: 0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due: 1,100.16
NO BACK TAXES!

Back Tax Summary
<table>
<thead>
<tr>
<th>Year</th>
<th>Principal</th>
<th>Specials Total</th>
<th>Penalty</th>
<th>Interest Due</th>
<th>Interest Rate</th>
<th>Total Payments</th>
<th>Total Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>2005</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>10.25%</td>
<td>603.72</td>
<td>0.00</td>
</tr>
<tr>
<td>2004</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>8.25%</td>
<td>654.15</td>
<td>0.00</td>
</tr>
<tr>
<td>Totals:</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>1,257.87</td>
<td>0.00</td>
</tr>
</tbody>
</table>

NO BACK TAXES

GRAND COUNTY TREASURER / DEPUTY

signature

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

Taxing Description

BEG AT COR WHICH BEARS S 69°20'E 1582.6 FT & N 15°13'W 267 FT FROM W1/4 COR SEC 8 T26S R22E SLB&M & PROC N 15°13'W 334.8 FT; N 89°03'E 175.2 FT; S 15°13'E 412.8 FT; N 69°43'W 208.7 FT TO POB 1.46 AC

Page:3312 of 8478

PC Packet 08-13-19
144 of 151
<table>
<thead>
<tr>
<th>Parcel:</th>
<th>02-0008-0097</th>
<th>Entry:</th>
<th>532432</th>
</tr>
</thead>
<tbody>
<tr>
<td>Serial #:</td>
<td>26-22-8-63.6</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Name:</td>
<td>KIZER COURTNEY</td>
<td></td>
<td></td>
</tr>
<tr>
<td>c/o Name:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 1:</td>
<td>15410 LITIG RD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address 2:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City State Zip:</td>
<td>MANOF TX 78653-0000</td>
<td>Acres:</td>
<td>1.46</td>
</tr>
<tr>
<td>Mortgage Co:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Status:</td>
<td>Active</td>
<td>Year:</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>District:</td>
<td>002 SPANISH VALLEY</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0.010532</td>
</tr>
</tbody>
</table>

History

THIS PARCEL HAS BEEN ADDED TO 02-008-0091
NOTICE TO TITLE COMPANY:
SECTION3 HEREIN REQUIRES
EACH DEED OF CONVEYANCE
INCLUDE THE DEED
RESTRICTION SET FORTH IN
SECTION 3.3

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 1st day of July 2019 (the “Effective Date”) by and between 1187 South Murphy Lane, a Utah limited liability company with its principal place of business located at 150 E Center Street, Moab, UT 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 requested Grand County to apply the High Density Housing Overlay District (the “HDHO District Application”) 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 (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 pursuant to the terms and conditions herein and 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(1)(b) and Section 4.7, as amended, 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 as particularly set forth below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the application of the HDHO District to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have those meanings assigned in Section 4.7 of the Code.
2. **COVENANT TO COMPLY WITH CODE.** 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 Section 4.7 of the Code, which provisions, duties, and obligations are integrated herein by this reference.

3. **DEED RESTRICTION.**

   3.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households consistent with Section 4.7 of the Code, as amended.

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

   3.3. Owner/Developer shall include the following deed restriction in each and every deed of original conveyance of an HDHO Lot or Unit, and each deed of conveyance thereafter shall include the same:

   The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, as amended, in perpetuity. The Property is further subject to the Development Agreement and Master Plan recorded in the real property records of Grand County, Utah on ____________ (Date) at Entry Nos. ____________ and ____________.

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

3.4. Each HDHO Lot or Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7 of the Code, which Minimum Standards are integrated herein by this reference.

3.5. 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 Agreement or Section 4.7 of the Code by a record owner of any HDHO Lot or Unit in Grand County.

4. **DEFAULT.**

   4.1. Violation or breach of any provision of this Agreement, or Section 4.7 of the Code, as amended, 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, Section 4.7 of the Code, or Utah law including specific performance and
monetary fines pursuant to Section 4.2 herein.

4.2. Unless otherwise provided for in Section 4.7 of the Code, as amended, in the event an Event of Default is not cured under Section 4.1 above, 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 Lots and 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. Except for legislative changes of Section 4.7 of the Code which are incorporated herein, 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 Lots or 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 of the Code.

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

COUNTY: Grand County
A political subdivision of the State of Utah

By: __________________________ Name: ______
Chair, Grand County Council

Owner/Developer:

By: __________________________ Name: COURTNEY KIZER
Title: REGISTERED AGENT

On July 17, 2019, Courtney Kizer, as a Registered Agent of 1187 South Murphy Lane, a Utah limited liability company, appeared before me and acknowledged and swore to me that the foregoing Agreement was signed on behalf of 1187 South Murphy Lane, LLC (entity name) by authority of its Articles of Organization.

[Signature]
NOTARY PUBLIC
HIGH DENSITY HOUSING (HDH) OVERLAY APPLICATION
Grand County Courthouse: 125 E. Center St. Moab, UT 84532; Phone: (435) 259-1343

FOR OFFICE USE ONLY
Date of Submittal: ______ Application Processing Fees: $500.00
Submittal Received by: ______ Amount Paid: ______ Fees Received by: ______

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THROUGH SECTION 4.7 OF THE GRAND COUNTY LAND USE CODE AND MEET WITH STAFF PRIOR TO SUBMITTING AN APPLICATION TO RECEIVE THE HIGH DENSITY HOUSING (HDH) OVERLAY. APPROVAL OF AN HDH OVERLAY APPLICATION DOES NOT CONSTITUTE A PRELIMINARY PLAT, FINAL PLAT, OR SITE PLAN APPROVAL.

CONTACT INFORMATION
Property owner: Courtney & Robert Kizer
Address: 1187 & 1189 Murphy Lane, Moab, UT 84532
Phone: 512.656.1745 cell: 512.656.1745 fax: ______
Email address: courtneykizer@gmail.com & robert@robertkizerlaw.com

Engineer (if applicable): SET Engineering
Address: 1309 E 3rd Ave #21, Durango, CO 81301
Phone: 970.403.5088 cell: 970.759.8129 fax: ______
Email address: jeffp@setengineering.com & andrew@setengineering.com

Property owner representative (if applicable): Courtney Kizer, Architectural Squared
Address: 150 E Center St #205, Moab, UT 84532
Phone: 512.656.1745 cell: 512.656.1745 fax: ______
Email address: courtneykizer@gmail.com

PROJECT INFORMATION
Project name: Murphy Flats
General location of the property: Murphy Lane, 1/2 mile east of Mill Creek intersection
Underlying Zoning: RR district
Surrounding land uses: RR, LLR, SLR, BLM
Size of property: 1.46 acres
Number of lots/units proposed: 0 (for sale) 21 (for rent)
Number of deed restricted HDHO units proposed: 18 (for sale) 18 (for rent)
## Grand County Clerk

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Misc</td>
<td>$500.00</td>
</tr>
<tr>
<td>HDH App</td>
<td></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td>$500.00</td>
</tr>
<tr>
<td>Processing Fee</td>
<td>$12.50</td>
</tr>
</tbody>
</table>

**TOTAL** $512.50

06/24/2019 10:06 am

Visa *5084
AuthCode: 07769d
Ref: 5d1f65b4-SIP-53613
Transaction ID: Event-270
Parcel: Courtney Kizer-V*5084
Name: Courtney Kizer

---

**Customer Copy**

Grand County Clerk
125 East Center Street
Moab, UT 84532
435-259-1321

Your statement may describe this payee as "CountyUT 8007640844 Clinton UT"