GRAND COUNTY
Planning Commission
Tuesday, September 24, 2019
5:00 P.M. Regular Meeting
Grand County Courthouse
Council Chambers
125 E. Center St., Moab, Utah

| Type of Meeting: | Regular Meeting |
| Facilitator: | Gerrish Willis, Chair |
| Attendees: | Planning Commissioners, interested citizens, and staff |

**Regular Meeting**

<table>
<thead>
<tr>
<th>5:00 PM</th>
<th>Discussion Item</th>
<th>Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discussion Item</td>
<td>Meeting Minutes</td>
<td>Chair</td>
</tr>
<tr>
<td>Discussion Item</td>
<td>Citizens to be heard</td>
<td>Chair</td>
</tr>
<tr>
<td>Discussion Item</td>
<td>Ex Parte Communications</td>
<td>Chair</td>
</tr>
<tr>
<td>Discussion Item</td>
<td>Murphy Flats Addition</td>
<td>Staff</td>
</tr>
<tr>
<td>Discussion Item</td>
<td>Overnight Accommodations Standards</td>
<td>Staff</td>
</tr>
<tr>
<td>Discussion Item</td>
<td>Future considerations</td>
<td>Chair &amp; Staff</td>
</tr>
<tr>
<td>Discussion Item</td>
<td>County Council Update – Terry Morse</td>
<td>Council Liaison</td>
</tr>
</tbody>
</table>

**ADJOURN**

**DEFINITIONS:**

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

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

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

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

**GRAND COUNTY PLANNING COMMISSION**  
**September 24, 2019**

<table>
<thead>
<tr>
<th><strong>Title:</strong></th>
<th>Murphy Flats Addition (High Density Housing Overlay – HDHO15)</th>
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</thead>
<tbody>
<tr>
<td><strong>Fiscal Impact:</strong></td>
<td>N/A</td>
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<tr>
<td><strong>Presenter(s):</strong></td>
<td>Community and Economic Development Staff</td>
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</table>

**Possible Motions:**

N/A

**Staff Recommendation:**

N/A

**Background:**

See staff report attached and below.

The applicant is seeking input on a High Density Housing Overlay (HDHO-15) project proposed for the subject parcel located at 1185 S. Murphy Lane.

**Attachment(s):**

- Survey
- Applicant Statement
- Development Agreement
- Conceptual Site Plan – to be approved and recorded as a master plan
- Title Report
- Plans
- Affidavit from owners
- Parking Variance Request
DATE: Tuesday, September 24, 2019
TO: Grand County Planning Commission
SUBJECT: Murphy Flats Addition High Density Housing Overlay District 15 (HDHO-15) Discussion

PROPERTY OWNER: Michael Lee Dyke and Shelly Lee Dyke, as Trustees of THE DYKE FAMILY TRUST
PROP. OWNER REP: Courtney Kizer, Architectural Squared
ENGINEER: SET Engineering, 1309 E 3rd Ave #21, Durango, CO 81301
PROPERTY ADDRESS: 1185 Murphy Lane
SIZE OF PROPERTY: 1.04 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) Discussion

STAFF RECOMMENDATION: Postpone
Comments (optional): The Applicant is currently seeking informal feedback. The application was not submitted in time to schedule a public hearing on 9/24/19. They also want initial feedback from the Planning Commission to determine if they should proceed with their real estate purchase contract on the subject parcel. The PC should consider site planning elements in the proposed Master Plan, including the proposed number of units (17 vs. 15 or 16). Additionally, the PC should address parking for the proposed development; the Applicant is seeking a reduction in the standard parking requirement.

APPLICATION PROCEDURE
Decision Type: Legislative

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

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

SUMMARY OF REQUEST
The subject property is a 1.04 acre lot located in the Rural Residential (RR) zone at 1185 Murphy Lane. The developer is requesting input on a HDHO-15 project to this 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. However, the developer is also proposing a development with 17 units when the maximum density would be governed by the limit of 15 units/acre (1.04*15=15.6 --> maximum of 15 or 16 units). Therefore, Staff recommends the unit count be adjusted downward.

4.7.5(C)

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

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. As noted above, the unit count needs to be directed downward.

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. Planning commission may want to recommend conditions 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. The Applicant has been notified that they need to create solutions for increasing the sight distance at the intersection of the access road and Murphy Ln.
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.
3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO 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 17 units, the allowable limit for this property is 16 (1.04 Acres * 15 = 15.6 units). The number of proposed units will need to be adjusted downward.

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.

   28 parking stalls are required; 27 have been provided (25 new spots are shown; 2 are assumed with the existing three-bedroom unit). 8 one-bedroom units x 1.5 = 12, 8 two-bedroom units x 1.75 = 14, and 1 three-bedroom unit x 2 = 2, 12 + 14 + 2 = 28 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 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, the applicant has provided a reduced parking proposal letter. Ultimately, Staff will support a reduction in the in the amount of required parking.

   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>
</tr>
</thead>
<tbody>
<tr>
<td>Two-bedroom</td>
<td></td>
<td>1.75 per dwelling unit</td>
</tr>
<tr>
<td>Three-bedroom and Larger</td>
<td></td>
<td>2.0 per dwelling unit</td>
</tr>
</tbody>
</table>

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. The Developer will need to find a solution for establishing a safe sight distance on Murphy Ln. 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 HDHO 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;
   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;
   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

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**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.

**COMPATABILITY WITH GENERAL PLAN**

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

**COMPATIBILITY WITH LAND USE CODE (ZONING)**
The subject property is zoned Rural Residential (RR), and is in the HDH15 Overlay zone. The developer is seeking input on a High Density Housing Overlay project being proposed for the subject parcel. If 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

<table>
<thead>
<tr>
<th>Principal Uses by Zoning District</th>
<th>Use Category</th>
<th>Specific Use</th>
<th>RESIDENTIAL</th>
<th>NONRESIDENTIAL</th>
<th>Use-Specific Standards</th>
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<tr>
<td></td>
<td></td>
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<td>SLR</td>
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<td>RR</td>
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<td>Key: P = Permitted by right</td>
<td>C = Conditional Use Permit Required</td>
<td>Not Permitted</td>
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<td>(Use-specific Standards and descriptions of Use Categories are provided in 3.2 and 3.4, respectively)</td>
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<td>Alley-loaded house</td>
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<td>Townhouse</td>
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**4.7.4A**

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

PROPERTY HISTORY
The existing site has one (1), two bedroom unit that will remain.
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 there only access to there property
open during construction.
SURVEYOR'S CERTIFICATE

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed by 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 on this map.

Lucas Blake
License No. 7542504

BOUNDARY DESCRIPTION

Description of that Parcel of Land Surveyed by UTA RLP No. 14961 (dated 1/16/97) in the West 1/2 Section 8, Township 26 South, Range 22 East, SLIM, Grand County, Utah, more particularly described as follows:

Beginning at a corner which bears South 90°14' 0.6 feet from thence North 10°15' 3.2 feet to a corner, thence North 90°14' 0.6 feet to a corner, thence South 10°15' 3.2 feet to a corner, thence East 90°14' 0.6 feet to the beginning, the point of beginning.

PARCEL 02-299-0094
Beginning at a corner which bears South 98°30' 0.6 feet from the West Quarter Corner of Section 8, Township 26 South, Range 22 East, Salt Lake Base and Meridian, and proceeding thence North 10°13' 0.6 feet to a corner, thence South 98°30' 0.6 feet to a corner, thence West 8°12' 0.6 feet to a corner, thence along a 745 foot radius curve to the west 208.4 feet (said curve has a chord which bears North 89°47' 0.6 feet) to the point of beginning.

Reserving an access easement for ingress and egress and utilities over and across the Eastern 24 feet of said land.

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.

LEGEND

- Power Pole
- Light Pole
- Gas Wire
- Ground Light
- Telephone Pole
- Telephone Feeder
- Cable Box
- Air Conditioner Unit
- Railroad Signal
- Wall Unit
- Flag Pole
- Red Head
- Satellite Dish
- Tower
- Water Valve
- Water Meter
- Sprinkler Head
- Tree (Size as Noticed)
- Vine Tree
- Grass Cap Monument
- Found Property Corner
- Handloop Parking
- Storm Inlet (Square)
- Storm Inlet (Round)
- Crotch Basin
- Storm Pipe
- Sanitary Sewer Outlet
- Rain Gutter
- Gas Main
- Water Line
- Overhead Power Line
- Direction Arrow
- Quarter Section Corner
- Section Corner Monument

BOUNDARY SURVEY
1187 & 1189 S Murphy Lane
Moab, Utah
Courtney Kizer
REF: High Density Housing Overlay Application at 1185 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 1.02 acre piece of property at 1185 Murphy Lane, currently zoned Large Lot 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. The property is directly adjacent to our property at 1187 & 1189 Murphy Lane that has already received a favorable recommendation from the Planning Commission and is currently under public comment with the County Council to utilize the HDH 15 Overlay. The maximum number of units for the combined lots would be 37 units. As 20 units have been proposed on 1187 & 1189 Murphy Lane, the remaining 17 units are proposed on the 1185 Murphy Lane property. It is our intent to vacate the lot demising line between the two properties for a cohesive project if this application is approved.

The existing site has a three bedroom long term rental unit which will remain. We intend to maintain owner occupancy in an existing one bedroom unit on the adjacent property, 1189 Murphy Lane. 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, in compliment to the current plan on the adjacent lot. Small scale, 2 – 4 unit pods 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 Site Plan 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 Site Plan Application.

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

- **SHARED UTILITIES WITH ADJACENT PROJECT** - The most compelling reason to include this property in the Murphy Flats project is the shared utility and access road costs that would make both projects more viable and more likely to come to fruition. The reduction of the access and utility costs per unit makes the financial feasibility more realistic and will result in reduced monthly rental costs for the end users.
• 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 (1.02 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.

• DRAINAGE – A drainage study of the adjacent property has been included with our application. Based on conversations with the Roadway Supervisor and City Engineer, it is our intent to tie into infrastructure plans on Murphy Lane to divert stormwater.

We sincerely appreciate your consideration of our request to be granted the right to utilize the overlay to increase housing density on this 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
1187/1189 Property Owner
Hopeful 1185 Property Owner
Grand County Resident
Principal at Architectural Squared
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 8th day of Sept. 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: ______________________________
Chair, Grand County Council

Owner/Developer: [Signature]
By: COURTNEY KIZER
Title: APPLICANT

On Sept 6, 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
EXHIBIT “A”
LEGAL DESCRIPTION OF PREMISES
That certain real property located in Grand County Utah, State of Utah, more particularly described as:

"DESCRIPTION OF THAT PARCEL OF LAND SURVEYED BY UTAH R.L.S. #1963 (DATED JANUARY 16, 1970) IN THE WEST ½ SECTION 8, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SLB&M, GRAND COUNTY, UTAH; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Beginning at a corner which bears South 69 degrees 20’ East 1582.6 feet from the West ¼ Corner Section 8, Township 26 South, Range 22 East, SLB&M, and proceeding thence North 15 degrees 13’ West 267.0 feet to a corner, thence South 69 degrees 43’ East 208.7 feet to a corner, thence South 15 degrees 13’ East 267.0 feet to a corner, thence along 745.2 feet radius curve to the left 209.4 feet (said curve has a chord which bears North 69 degrees 43’ West 208.7 feet) to the point of beginning. (Parcel No. 02-008-0094)

Reserving an access easements for ingress, egress and utilities over and across the Easterly 24 feet of said land.

Excepting therefrom ½ of oil, gas, and minerals.

Subject to easements, restrictions, and rights of way, however evidenced.
Owner/Agent Agreement

The undersigned is (are) the owner(s) of record of the property identified by the Grand County Assessor’s account number 02-0008-0094, located at 1185 Murphy Lane, Moab, UT 84532, Grand County, Moab, Utah. The undersigned hereby gives (give) consent and approval to 1187 S Murphy Lane, LLC - Courtney Kizer, Manager to act on his/her (their) behalf as his/her (their) agent to proceed with an application for (please check all items that apply):

☐ subdivision/land use application
☒ other planning permits HDHO Application
☐ construction permits (i.e. building, water/sewer availability, right-of-way, etc)

on the property referenced herein. This agreement authorizes the agent to act on the owner’s behalf for the above checked applications through (date or specific phase) High Density Housing Overlay (15) to the property -OR- October 31, 2019, whichever is first.

Owner of Record

Michael L. Dyke, trustee

Date

8/29/2019

Owner of Record

Shelly L. Dyke, trustee

Date

8/29/2019

STATE OF UTAH
COUNTY OF GRAND

On this 9 day of September, 2019, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared:

to me known as the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that he/she/they signed and sealed the said instrument, as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he/she/they was (were) authorized to execute said instrument.

WITNESS MY HAND AND OFFICIAL SEAL, hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Utah

Residing at 32 Napoleon Monticello

My appointment expires: 4/20/20
September 3, 2019

Shelly and Michael Dyke
Via email: sldyke@reagan.com

Courtney Kizer
1187 S Murphy Lane LLC
Via email: courtneykizer@gmail.com

Re: File No. 12190
Dyke Family Trust to 1187 S Murphy Lane, LLC
1185 South Murphy Lane, Moab UT 84532

Dear Folks:

Please find attached the Commitment for Title Insurance you requested on the above property. If you have any questions, or need additional copies of anything, please let us know. We do appreciate the opportunity to assist you with your real estate transaction.

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:

Authorized Countersignature

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

Matt Morris
President and CEO

Denise Carraux
Secretary

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

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

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File No. 12190
ALTA Commitment For Title Insurance 8-1-16 (4-2-18)
Page 1 of 3

PC Packet 09-24-19
Page 24 of 64
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
STEWARD TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:
Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.
Issuing Office: 94 E. Grand Ave., Moab, UT 84532
Issuing Office’s ALTA® Registry ID: N/A
Loan ID Number:
Commitment Number: 12190
Issuing Office File Number: 12190
Property Address: 1185 South Murphy Lane, Moab, UT 84532
Revision Number:

1. Commitment Date: August 08, 2019 at 8:00 A.M.

2. Policy to be issued: Proposed Policy Amount
   (a) ALTA Owner’s Policy Standard $265,000.00
       Premium: $1,310.00
   Proposed Insured: 1187 S Murphy Lane, LLC
   (b) ALTA Loan Policy Extended $225,000.00
       Premium: $777.00
   Proposed Insured: To Be Determined

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:
   Michael Lee Dyke, as Trustee of THE DYKE FAMILY TRUST, dated 12/09/2014 and and Shelly Lee Dyke, as Trustee of THE DYKE FAMILY TRUST, dated 12/09/2014, as joint tenants

5. The Land is described as follows:
   Grand County, Utah:
   DESCRIPTION OF THAT PARCEL OF LAND SURVEYED BY UTAH R.L.S. #1963 (DATED JANUARY 16, 1970) IN THE WEST ¼ SECTION 8, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SLB&M, GRAND COUNTY, UTAH; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
   Beginning at a corner which bears South 69 degrees 20’ East 1582.6 feet from the West ¼ Corner Section 8, Township 26 South, Range 22 East, SLB&M, and proceeding thence North 15 degrees 13’ West 267.0 feet to a corner, thence South 69 degrees 43’ East 208.7 feet to a corner, thence South 15 degrees 13’ East 267.0 feet to a corner, thence along a 745.2 feet radius curve to the left 209.4 feet (said curve has a chord which bears North 69 degrees 43’ West 208.7 feet) to the point of beginning. (Parcel No. 02-008-0094)
   Reserving an access easements for ingress, egress and utilities over and across the Easterly 24 feet of said land.
   Excepting therefrom ½ of oil, gas, and minerals.

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

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File No. 12190
ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)
Page 1 of 2
Requirements

All of the following Requirements must be met:

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

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

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

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

5. Reconveyance of Trust Deed in Schedule B, Section 2.
Exceptions

File No.: 12190

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 $1,086.36.

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
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. Subject to easements and rights of way of record or enforceable in law and equity for any roads, ditches, canals, gas, water and sewer lines, or transmission lines now existing over, under, or across the said lands.

11. Reservation of ¼ of all oil, gas, and other minerals which have been severed from the surface ownership.

12. EASEMENT AND CONDITIONS CONTAINED THEREIN:
   Grantor: Tom Murphy
   Grantee: City of Moab
   Purpose: Perpetual easement to construct, maintain, and repair underground water and/or sewer lines.
   Dated: December 5, 1955
   Recorded: April 30, 1956
   Entry No.: 275713
   Book/Page: 6-R/425

13. EASEMENT AND CONDITIONS CONTAINED THEREIN:
   Grantor: Tom Murphy
   Grantee: Utah Power and Light Company
   Purpose: Pole Line Easement
   Dated: June 4, 1952
   Recorded: September 8, 1952
   Entry No.: 210494
   Book/Page: 6-L/306

14. Subject to an overlap or gap, if any, as disclosed by the County Recorder’s plat.

15. EASEMENT OF RIGHT OF WAY FOR INGRESS AND EGRESS:
   Grantor: Sommar Johnson and Brandon Jones
   Grantee: Michael E. Rose and Kay M. Rose
   Purpose: 10’ Utility Easement
   Dated: February 15, 2001
   Recorded: February 15, 2001
   Entry No.: 453225
   Book/Page: 557/586

16. ACCESS AND UTILITY EASEMENT:
   Grantor: Sommar Johnson and Brandon Jones
   Grantee: Ryan K. Talbot and Lisa M. Talbot
   Purpose: 25’ Access and Utility Easement
   Dated: April 17, 2001
   Recorded: April 24, 2001
   Entry No.: 453809
   Book/Page: 561/68

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

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File No. 12190
UT ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)
Page 2 of 3
17. Affixure of Mobile Home Affidavit recorded May 8, 2014 as Entry No. 506200 in Book 807 at page 293.

18. DEED OF TRUST:
   Dated: April 12, 2018
   Amount: $126,600.00
   Trustor: Michael Dyke and Shelly Dyke
   Trustee: Anderson-Oliver Title Insurance Agency, Inc.
   Lender: Grand County Credit Union
   Recorded: April 17, 2018
   Entry No.: 529227
   Book/Page: 867/293

A judgment search was made in the following names and none were found of record except as noted above:
1187 S Murphy Lane, LLC
Michael Lee Dyke, as Trustee of THE DYKE FAMILY TRUST, dated 12/09/2014 and Shelly Lee Dyke, as Trustee of THE DYKE FAMILY TRUST, dated 12/09/2014, as joint tenants

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 April 12, 2018 between Michael Dyke and Shelly Dyke, as Grantors and Shelly Lee Dyke and Michael Lee Dyke, as Trustees of THE DYKE FAMILY TRUST dated 12/09/14 and recorded April 17, 2018 as Entry No. 529228 in Book 867 at page 318.

Warranty Deed dated January 24, 2018 between Shelly Lee Dyke and Michael Lee Dyke as Trustees of THE DYKE FAMILY TRUST, dated 12/09/14, as Grantor and Michael Lee Dyke and Shelly Dyke, as Grantees and recorded April 17, 2018 as Entry No. 529226 in Book 867 at page 291.

Warranty Deed dated January 24, 2018 between West Summit Real Estate Investments LLC, as Grantor and Shelly Lee Dyke and Michael Lee Dyke as Trustees of THE DYKE FAMILY TRUST, dated 12/09/14 and recorded January 26, 2018 as Entry No. 527923 in Book 863 at page 791.
STG Privacy Notice
Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

| How often do the Stewart Title Companies notify me about their practices? | We must notify you about our sharing practices when you request a transaction. |
| How 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, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056
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-Billey 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</td>
</tr>
<tr>
<td></td>
<td>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: 02-0008-0094  Serial #:26-22-8-63.3  Entry: 529228
Name: DYKE SHELLY LEE TRUSTEE

Property Address
MURPHY LN 1185 S
MOAB 84532-0000
Acres: 1.02

Mortgage Co
Status: Active
Year: 2019
District: 002 SPANISH VALLEY 0.010661

<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>DYKE SHELLY LEE TRUSTEE</td>
<td>529228</td>
<td>04/17/2018</td>
<td>(0867/0318)</td>
<td></td>
</tr>
<tr>
<td>DYKE MICHAEL LEE TRUSTEE</td>
<td>529228</td>
<td>04/17/2018</td>
<td>(0867/0318)</td>
<td></td>
</tr>
<tr>
<td>DYKE FAMILY TRUST 12-9-14</td>
<td>529228</td>
<td>04/17/2018</td>
<td>(0867/0318)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Property Information</th>
<th>Units/Acres</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
<th>Market</th>
<th>Taxable</th>
<th>Taxes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BR08 PRIMARY MANUFACTURED HOME</td>
<td>0.00</td>
<td>126,815</td>
<td>69,748</td>
<td>743.58</td>
<td>126,815</td>
<td>69,748</td>
<td>734.59</td>
</tr>
<tr>
<td>LR01 RES. IMPROVED LAND</td>
<td>1.00</td>
<td>80,000</td>
<td>33,000</td>
<td>351.81</td>
<td>60,000</td>
<td>33,000</td>
<td>347.56</td>
</tr>
<tr>
<td>LS03 LAND OVER 1 AC.</td>
<td>0.02</td>
<td>400</td>
<td>400</td>
<td>4.28</td>
<td>400</td>
<td>400</td>
<td>4.21</td>
</tr>
<tr>
<td>Totals:</td>
<td>1.02</td>
<td>187,215</td>
<td>103,148</td>
<td>1,099.65</td>
<td>187,215</td>
<td>103,148</td>
<td>1,086.36</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>BR08 PRIMARY MANUFACTURED HOME</td>
<td>1993</td>
<td>1,848</td>
<td>SFR/MH</td>
<td></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: 1,099.65
Special Fees: 0.00
Penalty: 0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due: 1,099.65

**NO BACK TAXES!**

Review Date
04/06/2015

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>2013</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>786.42</td>
<td>0.00</td>
</tr>
<tr>
<td>2012</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>823.22</td>
<td>0.00</td>
</tr>
<tr>
<td>2011</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.00%</td>
<td>863.78</td>
<td>0.00</td>
</tr>
<tr>
<td>2002</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>6.75%</td>
<td>340.24</td>
<td>0.00</td>
</tr>
<tr>
<td>2001</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>7.25%</td>
<td>368.96</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></td>
<td>3,202.62</td>
<td>0.00</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 COR WHICH BEARS S69°20'E 1582.6 FT FROM W1/4 COR SEC 8 T26S R22E SLB&M & PROC N15°13'W 267 FT; S69°43'E 208.7 FT; S15°13'E 267 FT; ALONG A 745.2 FT RADIUS CURVE TO LEFT 209.4 FT (CHORD N69°43'W 208.7 FT) TO POB 1.02 AC
Mail Tax Notice to: Michael Dyke
Shelly Dyke
1185 Murphy Lane
Moab, UT 84532

RESPA

WARRANTY DEED

File Number: 11254

Shelly Lee Dyke and Michael Lee Dyke, as Trustees of THE DYKE FAMILY TRUST, dated 12/09/2014, GRANTOR(S), whose address is 1185 South Murphy Lane, Moab, UT 84532 hereby CONVEY(S) AND WARRANT(S) to Michael Dyke and Shelly Dyke, as joint tenants, GRANTEE(S) whose address is 1185 Murphy Lane, Moab, UT 84532 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 THAT PARCEL OF LAND SURVEYED BY UTAH R.L.S. #1963 (DATED JANUARY 16, 1970) IN THE WEST ¼ SECTION 8, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SLB&M, GRAND COUNTY, UTAH; MORE PARTICULARLY DESCRIBED AS FOLLOWS:
Beginning at a corner which bears South 69 degrees 20' East 1582.6 feet from the West ¼ Corner Section 8, Township 26 South, Range 22 East, SLB&M, and proceeding thence North 15 degrees 13' West 267.0 feet to a corner, thence South 69 degrees 43' East 208.7 feet to a corner, thence South 15 degrees 13' East 267.0 feet to a corner, thence along a 745.2 feet radius curve to the left 209.4 feet (said curve has a chord which bears North 69 degrees 43' West 208.7 feet) to the point of beginning. (Parcel No. 02-008-0094)

Reserving an access easements for ingress, egress and utilities over and across the Easterly 24 feet of said land.

Excepting therefrom ½ of oil, gas, and minerals.

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

WITNESS the hand of said Grantor, this 12th day of April, 2018.

Shelly Lee Dyke, as Trustee of THE DYKE FAMILY TRUST, dated 12/09/2014

Michael Lee Dyke, as Trustee of THE DYKE FAMILY TRUST, dated 12/09/2014
State of Utah

County of Grand

On the 12th day of April, 2018, personally appeared before me, Shelly Lee Dyke and Michael Lee Dyke, as Trustees of THE DYKE FAMILY TRUST, dated 12/09/2014, the signer(s) of the foregoing Warranty Deed who duly acknowledged before me that he/she/they executed the same.

Notary Public
My commission expires:
Residing in: Moab, UT

DAWN RENAE EDDY
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 05/20/2018
Commission # 876283
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 T.C.'s, type ventilation compartments, locations and quantity with local fire marshal. All room in plans @ 2' 0" and above.

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 roofing receive code-supplied scarf with Class 'A' rated underlayment. Install Class 'A' rated underlayment on top layer of roof with Class 'A' rated underlayment on bottom layer of roof.
C. All room and stair dimensions to be horizontal dimension, not aligned.
D. Coordinate layout of roof framing with exposed rafters shown.
E. Identify all gutter and downspout locations and sizes to be installed.
F. Provide electrical heat tape at all hard-piped gutters and downspouts.
G. Provide electrical heat tape at all hard-piped gutters and downspouts (typ.).
H. All roof penetration locations reviewed, but not limited to: flues, ventilation pipes and stacks shall be submitted to architect. (Note: not all roof penetrations may be shown on plan).
I. Quarters, shall be installed where a clavus is located roof terminations against a vertical wall, chimney, or framed column.
J. Plumbing vents to match roof material.

LIGHTING PROTECTION IS RECOMMENDED, REFER TO MANUFACTURER FOR LIGHTING-ROD AND GROUND-ROD LOCATIONS AS IMPLEMENTED.

PROVIDE ELECTRICAL HEAT TAPE AT ALL HARD PIPE GUTTERS AND DOWNSPOUTS (TYP.).

NOT FOR CONSTRUCTION

FLOOR PLANS - QUAD

MURPHY FLATS

A101

PO BOX 1153
MOAB, UTAH 84532
p 512-656-1745
courtneykizer@gmail.com

ARCHITECTURAL

6/21/2019 1:39:21 PM
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. LOCATE ALL P.L.C. PIPE EXTERIOR CENTERLINE LOCATIONS AND QUANTITY WITH LOCAL PIPE MATERIAL. SHOWN IN PLAN @ 1" TO 1/16" SOLID SPECIFIC.

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 BE OPEN-UP FOR VENTILATION DOUBLE COIL TYPE IDENTIFIED/FLAT MATERIALS, WHERE APPLICABLE. INSTALL REQUIRED ROOF DECK. INSTALL SMOKE DETECTORS AT EACH LEVEL OF UNIT.
C. ALL RAKE AND EAVE DIMENSIONS TO BE HORIZONTAL DIMENSIONS, NOT ALONG PITCH.
D. COORDINATE LAYOUT OF ROOF FRAMING WITH EXPOSED RAFTERS WHERE APPLICABLE.
E. VERIFY ALL GUTTER AND DOWNSPOUT LOCATIONS AND TYPES WITH ARCHITECT PRIOR TO INSTALLATION.
F. LIGHTING PROTECTION IS RECOMMENDED WHERE RECOMMENDED TYP.
G. PROVIDE ELECTRICAL HEAT TAPE AT ALL HARD PIPE SUTTTERS AND DOWNSPOUTS (TYP.)
H. ALL ROOF PENETRATION LOCATIONS INCLUDING BUT NOT LIMITED TO FLUES, VENTILATION PIPES AND STACKS SHALL 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, COMMON CHASE OR ROOFED COLUMN.
J. FLASHING AT PLUMBING WELLS TO MATCH ROOF MATERIAL.

PO BOX 1153
MOAB, UTAH 84532
p  512-656-1745
courtneykizer@gmail.com
44,342 sq. ft.
1.02 acres
150 Rock Point Drive
Suite F
Durango, CO 81301
970-403-5088

Revisions:

PLAN NO. C200
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

MURPHY FLATS
PRIVATE ACCESS ROAD
PLAN AND PROFILE
GRAND COUNTY, UTAH

Project:
Date: 09/04/19
Drawn By: AR
Checked By: XX

#    DATE    DESCRIPTION

MATCHLINE SEE SHEET C201
MATCHLINE SEE SHEET C201

PC Packet 09-24-19
Page 47 of 64
PLAN NO. C400
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

MURPHY FLATS
OVERALL GRADING, DRAINAGE, AND EROSION CONTROL PLAN
GRAND COUNTY, UTAH

Project: [Project Name]
Date: 09/04/2019

Drawn By: AR
Checked By: XX

#    DATE      DESCRIPTION

GRAPHICAL SCALE (FT)
0  20  10

PC Packet 09-24-19
Page 50 of 64
Owner/Agent Agreement

The undersigned is (are) the owner(s) of record of the property identified by the Grand County Assessor’s account number 02-0008-0094, located at 1185 Murphy Lane, Moab, UT 84532, Grand County, Moab, Utah. The undersigned hereby gives (give) consent and approval to 1187 S Murphy Lane, LLC - Courtney Kizer, Manager to act on his/her (their) behalf as his/her (their) agent to proceed with an application for (please check all items that apply): subdivision/land use application ☐ other planning permits ☑ HDHO Application ☐ construction permits (i.e. building, water/sewer availability, right-of-way, etc) on the property referenced herein. This agreement authorizes the agent to act on the owner’s behalf for the above checked applications through (date or specific phase)

Owner of Record Date: 8/29/2019  
Dyke Family Trust under agreement dated December 9, 2014, Michael L. Dyke, trustee  

Owner of Record Date: 8/29/2019  
Dyke Family Trust under agreement dated December 9, 2014, Shelly L. Dyke, trustee

STATE OF UTAH  
COUNTY OF GRAND  

On this _____ day of _____________, 20___, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared:

____________________________________________________________________  
Notary Public in and for the State of Utah

____________________________________________________________________  
Residing at

____________________________________________________________________  
My appointment expires: ______________

Receipt of a “favorable recommendation” by the Grand County Planning Commission to apply the High Density Housing Overlay (15) to the property - OR - October 31, 2019, whichever is first.
1. EXISTING POLICIES

We are more urban than we think! Although Moab and the immediate vicinity of Spanish Valley are often thought of as a rural area, it is categorized by the Bureau of the Census as an “Urban Cluster” meaning the population exceeds 2,500. Urban Clusters are defined based on the same criteria as urbanized areas (U.S. Census Bureau, 2010). The population of Grand County as of 2018 is estimated at 9,764, the vast majority of whom live in the Moab valley. Even as early as 2010 (the most recent quantities published by the Census), our densities were nearing those of major cities in the state of Utah or exceeding them – listed below are populations per square mile as of 2010 (United States Census Bureau, 2018). Also included below are the current parking codes for the listed municipalities:

<table>
<thead>
<tr>
<th>City</th>
<th>Persons / Mile^2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Moab</td>
<td>1,220</td>
</tr>
<tr>
<td>Salt Lake City</td>
<td>1,678</td>
</tr>
<tr>
<td>Park City</td>
<td>430</td>
</tr>
<tr>
<td>Bend, OR</td>
<td>2,322</td>
</tr>
</tbody>
</table>

Moab and Salt Lake City have different parking requirements for multifamily projects. Moab requires 2 parking spaces for each dwelling unit containing 2 or more bedrooms, 1 parking space for 1 bedroom and efficiency dwelling. (Salt Lake City, 2013)

1. Minimum parking requirements for affordable housing and senior housing: Buildings that have 10 or more residential units with at least 25 percent of the units as either affordable or senior housing shall be allowed to have a minimum of \( \frac{3}{2} \) of a parking space provided for each dwelling unit.

- Note that zoning designations with higher densities are also have reduced parking requirements as per the “Table of District Specific Minimum Off Street Parking Requirements”

* This would result in 27 spaces at Murphy Flats. We would likely opt for the 25% affordable housing for a resulting 14 required spaces.

Park City has a unique requirement for multi-unit dwellings. Apartment/Condominium not greater than 1,000 sf floor Area - 1 per Dwelling Unit (Park City, 2012)

* This would result in 20 spaces at Murphy Flats.

We are also on par with other medium to small sized urban areas that are utilizing Smart Growth strategies. Below each city is the parking required by their code for multifamily projects.

We are also on par with other medium to small sized urban areas that are utilizing Smart Growth strategies. Below each city is the parking required by their code for multifamily projects.
This would result in 24 spaces at Murphy Flats.

Flagstaff, AZ  1,031 persons / mile^2
Multiple-Family Residential Uses, Affordable: One (1) space for efficiency units and one (1) bedroom units; one and one-half (1.5) spaces for two (2) or three (3) bedroom units; two (2) spaces for four (4) or more bedrooms. In addition, one-quarter (0.25) parking space shall be provided per dwelling unit to accommodate guest parking when there are four (4) or more units on a lot or parcel. (City of Flagstaff, 2007)
*This would result in 28 spaces at Murphy Flats.

Grand Junction, CO  1,532 persons / mile^2
Multifamily – 1 bedroom: 1.25 per unit , Multifamily – 2 bedroom: 1.5 per unit. (City of Grand Junction, 2018)
*This would result in 27 spaces at Murphy Flats.

Helena, MT  1,724 persons / mile^2
Residence, multiple-dwelling units (3 or more units): 1 space/dwelling unit
(City of Helena, 2019)
*This would result in 20 spaces at Murphy Flats.

Reno, NV  2,186 persons / mile^2
Multi Family: 1 per unit plus 1 per 10 D/U guest parking. (City of Reno, 2019)
*This would result in 22 spaces at Murphy Flats.

Santa Fe, NM  1,447 persons / mile^2
Attached dwelling unit (over 5 units): Less than 800 square feet of heated floor area = 1 assigned space and .25 unassigned space per dwelling unit (City of Santa Fe, 2019)
*This would result in 25 spaces at Murphy Flats.

Thus, it makes sense to consider development and planning techniques originally presented for larger urban areas at higher densities as this is the direction our community is growing in. Even more so, since we are land locked by protected public lands, our densities will increase at a higher rate than communities that are free to sprawl to suburbs.

“Off-street parking requirements produce a local benefit—ample free parking—while harming the whole city. Free parking increases the demand for cars, and more cars increase traffic congestion, air pollution, and energy consumption. More traffic congestion in turn spurs the search for more local remedies, such as street widenings, more freeways, and even higher parking requirements. Off-street parking requirements quietly create citywide problems that are far worse than the local ones they are meant to solve.” (Shoup, 2005)

Many recently published articles by transportation authorities and professionals in the development sector are pinpointing parking requirements as a major deterrent for housing development. Moab’s current policies are a perfect example of the rigidity of standards alluded to in these articles and studies.

“Current parking requirements are often inflexible and generous, applied with little consideration to specific geographic and demographic factors that affect parking demand at a particular location. Parking requirements are based on parking generation studies that are mostly performed at new, suburban sites with unpriced parking, resulting in standards that tend to be excessive in urban areas with more multi-modal transportation, where parking is priced, and at sites with TDM programs. Current minimum parking standards are often inflexible, applied with little consideration to specific geographic, demographic, economic and management conditions.” (Victoria Transport Policy Institute, 2018)
* Note that Victoria, BC has a published density of 792 persons per square mile (United States Census Bureau, 2018). This is a lower density than Moab yet they are already discussing and changing their parking strategies in a manner similar to larger urban centers based on studies like the one quoted above. Their off street parking requirements vary based on geographical location, unit size and ownership / occupation type.

<table>
<thead>
<tr>
<th>Use or Class of Use</th>
<th>Minimum Number of Parking Spaces</th>
<th>Minimum Number of Visitor Parking spaces</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Core Area</td>
<td>Village / Centre</td>
</tr>
<tr>
<td>Multiple Dwelling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apartment</td>
<td>0.50 spaces per dwelling unit that is less than 45m²</td>
<td>0.60 spaces per dwelling unit that is less than 45m²</td>
</tr>
<tr>
<td></td>
<td>0.60 spaces per dwelling unit that is 45m² or more, but equal to or less than 70m²</td>
<td>0.70 spaces per dwelling unit that is 45m² or more, but equal to or less than 70m²</td>
</tr>
<tr>
<td></td>
<td>1.00 space per dwelling unit that is more than 70m²</td>
<td>1.10 spaces per dwelling unit that is more than 70m²</td>
</tr>
</tbody>
</table>

(City of Victoria, 2018)  
*This would result in 18 spaces at Murphy Flats.

“With numerous metropolitan regions in the U.S. facing affordable housing issues, some cities are tackling the issue by revising off-street parking requirements, which, in their current form, contribute to the increasing costs of housing…. This movement has been spurred by the negative impact mandatory parking requirements have on affordable housing. Building often unnecessary parking is often a major developer expense, resulting in fewer residential units built, or increased rent while adding to congestion, climate change, and health problems, not to mention underutilized and valuable space.” (Institution for Transportation and Development Policy, 2016)

“Many fights over new and changed development center on traffic and parking. Low-density, single-use development causes degradation of the built and natural environments. Its consequences include increased emissions, runoff, and loss of habitat. Many communities have responded by encouraging new development in mixed-use, compact ways that provide housing and travel choices, a style commonly known as smart growth. Because of their characteristics, smart growth developments can typically be served with less parking. However, many municipalities rely on inflexible minimum ratios, which do not recognize the wide variety of urban development types. Proven techniques can increase availability without increasing supply by changing parking management and pricing strategies, and improving alternatives to parking.” (Forinash, Millard-Ball, Dougherty and Tumlin, 2003)
2. DEVELOPMENT CHARACTERISTICS

Murphy Flats is a unique housing product that has yet to be seen in Moab. Several factors contribute to the fact that fewer parking spaces will be necessary per unit:

- **Unit Size** – All proposed units are small in size (between 400 & 550 SF) and thus will eliminate group housing or multiple unrelated individuals living together. This, in turn, will result in fewer occupants and fewer cars on site than developments with a similar number of units but larger footprints.
- **Storage** – The availability of storage allows for more bike, scooters and other alternative methods of transportation to be safely stored.
- **Covered Bike Parking** – Bikes are more likely to be used if they are easily accessible and in good working condition. This covered parking directly adjacent to unit entries are at arms reach and by keeping bikes protected from the elements, will stay in better working condition.
- **“Pay For” Parking** – All units will be provided a single parking space. Two bedroom units will be offered an additional parking space at an set monthly fee. This is a method that is uncommon to date in our area but very common and acceptable in other locations.
- **Free, Ample Guest Bike Parking** – The majority of residences within town and Spanish Valley are less than 5 miles from the project site making it accessible for visitors on bikes.
- **No Overflow Street Parking Available** – Thanks to the lack of available adjacent street parking, there is little danger of overflow and it will be easy to ensure that parking regulations are upheld.

3. LOCATION

The required number of parking spaces in Grand County does not change based on your proximity to Moab. Similar projects that are much further from town that require vehicular access for every trip may need the parking minimums outlined in our code. However, our future residents have many other avenues of access available to them from our location. This is our main argument for reducing the number of spaces required. Travel distance from the project site to major destinations are as follows and all are easily bikeable:

- Bike Path Access & Rotary Park: 1.2 Miles
- Grand County High School: 1.8 Miles
- City Market: 2.2 Miles
- Library: 2.4 Miles
- Center Street & Main Street: 2.5 Miles
- Mill Creek Trailhead: <1 mile on foot, Direct BLM Access

4. Alternative Transportation

Transportation in and around Grand County can be provided via the following mechanisms, alternative to a single passenger vehicle: bike, electric bike, moped / scooter / motorcycle, ride sharing, cabs. Not only are these
reducing the amount of required parking, but they are also less impactful on our environment. By providing storage and covered outdoor storage space and enclosed storage for each unit, we are promoting the use of bikes, electric bikes, mopeds, scooters and motorcycles. Even if a household has multiple vehicles, these may not be full sized and require a full 9’x18’ surface parking space. Similarly, the number of ride sharing, taxi cab and chartered ride services are growing in Moab which presents future alternatives to car ownership and reliance on single passenger vehicular transport.

5. Expense

Parking is a substantial cost to the developer that is not necessarily required by the end user. Parking requires a large amount of single-story surface area on increasingly expensive land in Grand County. By reducing the amount of parking spaces per unit on our site, we can provide more units to our potential tenants and allow them the opportunity to decide whether or not multiple vehicles are required for their particular lifestyle.

“When the cost of parking is hidden in the prices of other goods and services, no one can pay less for parking by using less of it. Bundling the cost of parking into higher prices for everything else skews travel choices toward cars and away from public transit, cycling, and walking. Off-street parking requirements thus change the way we build our cities, the way we travel, and how much energy we consume. All the required parking spaces use up land, spread the city out, and increase travel distances.” (Shoup, 2005)

“Current development practices result in generous parking supply at most destinations, which reduces housing affordability, increases vehicle ownership and stimulates sprawl. This is regressive, since lower-income households tend to own fewer than average vehicles, and unfair, because it forces residents to pay for parking they don’t need. Alternative policies can increase housing affordability and help achieve other transportation and land use planning objectives.

The parking problem is ultimately simple. Motorists have come to expect generous amounts of free parking at most destinations, and planning practices attempt to provide this. The result is more-than-adequate parking supply at most destinations, but high costs in terms of resources consumed and distortions to development patterns. Current parking practices are comparable to about a 10% tax on development, and much more for lower-priced housing in areas with high land costs. These practices are regressive because lower-income people tend to own fewer than average vehicles, which forces five lower-income households to purchase more parking than they need, to insure that one higher income household can park all of its vehicles with no extra cost. Described more positively, more efficient parking practices can provide large savings, increased affordability and improved community design.” (Litman, 2019)
6. PROPOSAL

Based on the reasons outlined above, we propose the following off-street parking availability on our site. Please note that the totals listed below take into account the entirety of the project. Refuse storage has been relocated to accommodate more spaces on the 1187/1189 parcel. Spaces and storage are intended to serve residents from different levels. Pathways will connect all levels. This will create a walkable community that encourages interaction between residents.

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every unit shall have one dedicated parking space</td>
<td>37</td>
</tr>
<tr>
<td>2 bedroom units shall have an option to lease a second parking space</td>
<td>16</td>
</tr>
<tr>
<td>* Any spaces not leased may be utilized as guest parking.</td>
<td></td>
</tr>
<tr>
<td>Spaces to be reserved for guest parking:</td>
<td>4</td>
</tr>
<tr>
<td>* Ample, free, guest bike parking will be provided.</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>57</strong></td>
</tr>
</tbody>
</table>

* This proposal results in a 3 space reduction to the specifications of the current land use code.
REFERENCES

City of Bend. (2019, January). City of Bend Development Code. Table 3.3.300 Required Off-Street Vehicle Parking Spaces.


City of Helena. (2019, April 22). Helena Montana City Code. 11-22-3: MINIMUM NUMBER OF OFF STREET PARKING SPACES REQUIRED.


City of Santa Fe. (2019, July 16). Santa Fe, NM Code of Ordinances. Exhibit A - Table 14-8.6-1 Parking and Loading Requirements.


Salt Lake City. (2013). Salt Lake City, Utah City Code. TABLE 21A.44.030 SCHEDULE OF MINIMUM OFF STREET PARKING REQUIREMENTS.


**Agenda Summary**  
**GRAND COUNTY PLANNING COMMISSION**  
**September 24, 2019**

<table>
<thead>
<tr>
<th><strong>TITLE:</strong></th>
<th>Discussion of new standards for overnight accommodations</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FISCAL IMPACT:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>PRESENTER(S):</strong></td>
<td>Community and Economic Development Staff</td>
</tr>
</tbody>
</table>

**POSSIBLE MOTION:**

Discussion only

**PLANNING COMMISSION RECOMMENDATION:**

Discussion only

**STAFF RECOMMENDATION:**

Staff requests that planning commission provide clear direction to staff on the proposed development standards ahead of a joint meeting with the county council on October 2, 2019.

Based on feedback received over the last six months, Staff recommends prioritizing the following categories/types of use-specific standards.

- Energy Efficiency/Emissions
- Water Use/Reuse
- Transportation Infrastructure/Multimodal Opportunities
- Design/Aesthetics
- Mixed-Use

Staff anticipates that many development standards explored in this process can apply to both overnight accommodations and new developments writ large.

The attached document includes the energy, water, and transportation standards reviewed and supported by the planning commission to date. It also includes design and mixed-use standards not yet reviewed by the planning commission.

**BACKGROUND:**

The Grand County Council adopted Ordinance 595 on July 18, 2019, which restricted overnight accommodations to the newly created use-specific overnight accommodations overlay zones.

Immediately after adopting Ordinance 595, the County Council adopted Resolution 3180, which notifies developers of overnight accommodations of the County’s intent to adopt new standards related to mixed use, design, and operational performance within the following 180 days. As such, any overnight
accommodations development applications submitted within the 180 day period following July 18, 2019 will be subject to any new standards.

The 180 day period ends January 14, 2020.

**ATTACHMENT(S):**

- Draft OA standards developed to date.
CED Staff Recommendations as of September 20, 2019
New Overnight Accommodations Development Standards
Note: Some standards could/should apply to all new development, not just OAs

CED Staff have reviewed land use codes for energy, water, and transportation related standards from several jurisdictions in the western US (e.g. Carbondale, CO; Sedona, AZ; Aspen, CO; Los Angeles, CA; Park City, UT; and others). The City of Moab’s Planning Department has recommended a number of standards related to form/aesthetics and mixed-use. County Staff has reviewed the recommended standards and included them with some modification.

Based on our findings, we recommend integrating the following administrative, use-specific standards into Section 3.2.2 of Grand County’s Land Use Code. Because hotels and motels do not currently have any use-specific standards beyond the general development standards of Section 6, we propose a new subsection of 3.2.2 for that use category. Some existing standards in the Grand County LUC cover the items in the table below. They should be reviewed for consistency with any proposed standards. With all the proposed standards, it is our goal to strike a balance between improved development outcomes and staff resources/capacity. We also acknowledge the need to refine the standards presented below even further.

General Notes:

- The planning commission sees the need to create OAO eligible districts to designate where legislative application of a use-specific OAO is appropriate and allowable. These would have a similar effect as designating the HDHO Districts.
- Each of the following standards need to be considered through the lens of new development vs. redevelopment/expansion. In general, most communities allow redevelopment by applying the standards for new development to any expansion and a relaxed set of standards to the existing/redeveloped portion.
- Longer-term monitoring of performance standards may be needed yet challenging. Some states and jurisdictions require periodic audits at the expense of the developer.
<table>
<thead>
<tr>
<th>Development Standard Category</th>
<th>Standard</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Energy</td>
<td>Net Zero Building, Leed Silver, or LBC certified</td>
<td>There are trade-offs between referencing the standards within an existing framework (e.g. LEED) vs. requiring certification through the organization establishing the standard. Namely staff time vs. cost to applicant.</td>
</tr>
<tr>
<td>Water</td>
<td>Rainwater catchment required</td>
<td>State Code: 7-3-1.5 Capture and storage of precipitation. Each parcel is allowed to capture/use 100 gallons (in 1 or 2 containers) without State registration or 2,500 gallons (in 1 container) with State registration.</td>
</tr>
<tr>
<td>Waterwise landscaping and only 20% of landscaped area can be turf</td>
<td>Waterwise landscaping and only 20% of landscaped area can be turf</td>
<td></td>
</tr>
<tr>
<td>Bio-retention and bio-infiltration storm water systems</td>
<td>Bio-retention and bio-infiltration storm water systems</td>
<td></td>
</tr>
<tr>
<td>Pools shall be indoors or shaded/covered to reduce evaporation</td>
<td>Pools shall be indoors or shaded/covered to reduce evaporation</td>
<td>As per 9/10/19 discussion, planning commission suggests removing this standard.</td>
</tr>
<tr>
<td>Transportation</td>
<td>Create two lists: A) Required improvements B) Multiple options available</td>
<td>Developments could be required to implement all improvements in &quot;List A&quot; and some number of improvements in &quot;List B.&quot; Examples for each list are included in this Transportation Section.</td>
</tr>
<tr>
<td>Free Bicycle Storage/bike racks for guests</td>
<td>Free Bicycle Storage/bike racks for guests</td>
<td>Bicycle storage should be secure. Base requirement as a ratio to the number of units. Could be varied based on location.</td>
</tr>
<tr>
<td>Free Shuttle</td>
<td>Free Shuttle</td>
<td>Nearby lodging establishments should be allowed to provide shared shuttle services based on a ratio to the number of units.</td>
</tr>
<tr>
<td>Bus Pull out or shuttle stop</td>
<td>Bus Pull out or shuttle stop</td>
<td>To be part of a larger community-wide transit system</td>
</tr>
<tr>
<td>Payment in lieu that will support the development and maintenance of non-motorized trail infrastructure in the County</td>
<td>Payment in lieu that will support the development and maintenance of non-motorized trail infrastructure in the County</td>
<td></td>
</tr>
<tr>
<td>Mixed Use</td>
<td>20% of gross square footage for first floor commercial</td>
<td>The amount of acceptable commercial would depend on the location of lodging establishment. Some parameters should be established.</td>
</tr>
<tr>
<td>Ground stories must be occupied by uses other than overnight accommodations that serve the guests of the development</td>
<td>Ground stories must be occupied by uses other than overnight accommodations that serve the guests of the development</td>
<td>The amount and type of acceptable commercial would depend on the location of lodging establishment. Some parameters should be established.</td>
</tr>
<tr>
<td>Ground stories must be occupied by uses that provide a service to the community and are open to the public</td>
<td>Ground stories must be occupied by uses that provide a service to the community and are open to the public</td>
<td>The type of acceptable community benefit would depend on the location of lodging establishment. Some parameters should be established.</td>
</tr>
<tr>
<td>Employee housing (on- or off-site)</td>
<td>Employee housing (on- or off-site)</td>
<td>The Assured Housing Ordinance regulates this. OAO regs should simply reference the AH standards.</td>
</tr>
<tr>
<td>Civic Space</td>
<td>At least 5% of gross square footage devoted to Civic Uses</td>
<td>Will need to define various acceptable Civic Uses</td>
</tr>
<tr>
<td>Development of parcels over 5 acres are required to provide a minimum of 5% total lot size as publicly-accessible civic open space.</td>
<td>Development of parcels over 5 acres are required to provide a minimum of 5% total lot size as publicly-accessible civic open space.</td>
<td></td>
</tr>
<tr>
<td>Developer shall work with County to determine the appropriate location of proposed open spaces.</td>
<td>Developer shall work with County to determine the appropriate location of proposed open spaces.</td>
<td></td>
</tr>
<tr>
<td>Participation in existing or planned civic uses</td>
<td>Participation in existing or planned civic uses</td>
<td>Will have to develop list of community-wide civic uses</td>
</tr>
<tr>
<td>Fee in lieu</td>
<td>Fee in lieu</td>
<td>Need to come up with fee</td>
</tr>
<tr>
<td>Open Space</td>
<td>Minimum Usable Open Space on site of 25 or 30%</td>
<td>Will have to define &quot;usable open space&quot; as well as maintenance standards, RS and RC zone districts currently require 25% open space.</td>
</tr>
<tr>
<td>Minimum Usable Open Space of 15% plus participation in Open Space in the vicinity</td>
<td>Minimum Usable Open Space of 15% plus participation in Open Space in the vicinity</td>
<td>Will have to define &quot;usable open space&quot; as well as maintenance standards, RS and RC zone districts currently require 25% open space, but no connection to surrounding open space contemplated.</td>
</tr>
<tr>
<td>Height</td>
<td>Limit to current height standards in base zone district, or limit further?</td>
<td>Needs a definition of what is truly meant and accepted/desired.</td>
</tr>
<tr>
<td>Pedestrian scale stepping required for upper floors</td>
<td>Pedestrian scale stepping required for upper floors</td>
<td>Show examples, come up with minimum step backs and elements to provide pedestrian scale --&gt; reference step back requirements in High Density Housing Overlay (HDHO)</td>
</tr>
<tr>
<td>Ridgeline standards - Maintain views of the Moab Rim from US 191</td>
<td>Ridgeline standards - Maintain views of the Moab Rim from US 191</td>
<td>Currently, the County's Ridgeline Standards DO NOT APPLY to commercial zone districts.</td>
</tr>
<tr>
<td>Hinterland Open Space/Viewshed standards</td>
<td>Hinterland Open Space/Viewshed standards</td>
<td>Several rezone requests have been submitted for the areas north of Arches NP. Some have been approved, others denied. In each case, viewshed impacts have been raised as a significant concern.</td>
</tr>
<tr>
<td>Density, Scale</td>
<td>No 1 building larger than xx,000 sf</td>
<td>Max building size.</td>
</tr>
<tr>
<td>Total project square footage not to exceed xx,000sf</td>
<td>Total project square footage not to exceed xx,000sf</td>
<td>Max total project size.</td>
</tr>
<tr>
<td>Total number of accommodations not to exceed _____ units or _____ bedrooms</td>
<td>Total number of accommodations not to exceed _____ units or _____ bedrooms</td>
<td>Max total project size.</td>
</tr>
<tr>
<td>Site Configuration</td>
<td>Primary uses must face the fronting roadway</td>
<td></td>
</tr>
<tr>
<td>Section</td>
<td>Text</td>
<td></td>
</tr>
<tr>
<td>---------</td>
<td>------</td>
<td></td>
</tr>
<tr>
<td><strong>Building Design</strong></td>
<td>All development must fit the property – no mass grading or grading of a flat building envelope (building must step with terrain) See 6.9 of the Grand County LUC. Additional standards will need to be developed further.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>No façade to exceed 60 ft in length</td>
<td></td>
</tr>
<tr>
<td></td>
<td>More than 5 ft shift in vertical and horizontal façade for each 30 linear feet</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Building design shall vary between vertical facade divisions and from adjacent buildings by the type of dominant material or color, scale, or orientation of that material and at least two of the following:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>...The proportion of recesses and projections.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>...The location of the entrance and window placement, unless storefronts are utilized.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>...Roof type, plane, or material, unless otherwise stated in the Building Type requirements.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>For uses located on the ground floor facing the primary fronting street, 60% Minimum Ground Story Transparency is required, measured floor to floor. Transparency is any glass in windows and/or doors, including any mullions, that is highly transparent with low reflectance.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Blank wall limitations are required on all facades facing the primary street. No rectangular area greater than 30% of a story’s façade, as measured from floor to floor may be windowless, and no horizontal segment of a story’s façade greater than 15 feet in width may be windowless, unless otherwise approved.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>A mix of entrance types may be utilized, aligned with the overarching architectural theme or concept. All buildings must have an easily-discriminable Principal Entrance located on the primary street side of the principal building or buildings.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>The treatment of roofs should be thoughtful and consistent. Air conditioning units and similar mechanical requirements should be avoided on rooftop locations, and fully-screened from view when unavoidable. Parking shall be located to the side or rear of buildings</td>
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<tr>
<td><strong>Materials and Colors</strong></td>
<td>Primary Façade Materials. 80% of each façade shall be constructed of primary materials. For facades over 100 square feet, more than one material shall be used to meet the 80% requirement.</td>
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<td>Permitted primary building materials will include high quality, durable, natural materials such as stone, brick and adobe-type materials; wood lap siding; fiber cement board lapped, shingled, or panel; metal siding; glass. Other high quality synthetic materials may be approved as part of a unified theme or design concept.</td>
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<td>Secondary Façade Materials are limited to details and accents. Examples include gypsum reinforced fiber concrete for trim and cornice elements; metal for beams, lintels, trim; and exterior architectural metal panels and cladding. Exterior Insulation and Finishing Systems (EIFS) is permitted for trim only.</td>
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<td>Acceptable Roof Materials include 300 pound or better, dimensional asphalt composite shingles, metal tiles or standing seam, slate, and ceramic tile. Other roof materials may be considered for approval.</td>
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<td>Color. Main building colors shall be complementary to existing buildings in the area, the surrounding landscape and visual backdrops. Need better definitions</td>
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<tr>
<td><strong>Window, Awnings, Shutters</strong></td>
<td>Windows - all upper story windows of overnight accommodation, mixed use and associated buildings shall be recessed and double hung. Plastic or vinyl awnings are not permitted. Awnings and colors for each building face shall be coordinated.</td>
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<td>If installed, shutters, whether functional or not, shall be sized for the windows. If closed, the shutters shall not be too small for complete coverage of the window. Shutters shall be wood.</td>
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<td><strong>Balconies</strong></td>
<td>Balconies shall be a minimum of six feet deep and five feet wide.</td>
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<td>Balconies that are not integral to the facade shall be independently secured and unconnected to other balconies.</td>
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<td>A maximum of 40% of the front and corner side facades, as calculated separately, may be covered with balconies, including street-facing railing and balcony structure.</td>
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