

ENHANCING OUR VIBRANT COMMUNITY AND IMPROVING OUR QUALITY OF LIFE

**April 25, 2024
Planning Commission Meeting 6:00 p.m.**

City Council Chambers
217 East Center Street
Moab, Utah 84532

1. 6:00 P.M. Call To Order

2. Citizens To Be Heard

To have your comments considered for the Citizens to Be Heard portion of the electronic meeting, please fill out the form found here:

[HTTPS://DOCS.GOOGLE.COM/FORMS/D/E/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8DVWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1](https://docs.google.com/forms/d/e/1FAIPQLSECP3KYU0F_F8J6J5ROFAEUPTNKW938GR8DVWEOJJH-AQFNGA/VIEWFORM?VC=0&C=0&W=1)

You must submit your comments by 5:00 pm on the day of the meeting. Please limit your comments to 400 words

3. Approval Of Minutes

April 11, 2024, Regular Meeting

Documents:

[MIN-PC-2024-04-11 DRAFT 042524.PDF](#)

4. Action Item

- 4.1. Consideration And Possible Recommendation Of Moab Ordinance No. 2024-01: An Ordinance To Annex The Property Located At Approximately 1082 South Highway 191, Moab, UT 84532, Located In The Unincorporated Grand County

Briefing and possible action

Documents:

[1082 S HWY 191 SHUMWAY_ANNEXATION PC AGENDA SUMMARY 4.25.24.PDF](#)

[EXHIBIT 1_2023 10 24 TJ MOAB ENTERPRISES LLC PRE-ANNEXATION AGREEMENT - RECORDED.PDF](#)

[EXHIBIT 2_SHUMWAY_ANNEXATION STAFF REPORT 042524.PDF](#)

[EXHIBIT 3_SHUMWAY_ANNEXATION MATRIX.PDF](#)

[EXHIBIT 4_24.0004_TJ MOAB ENTERPRISES ANNEXATION PETITION - COMPLETE 02-28-24.PDF](#)

[EXHIBIT 5_NOTICE OF CERTIFICATION - TJ MOAB ENTERPRISES - FINAL.PDF](#)

[EXHIBIT 6_DRAFT ORDINANCE 2024_ RE_ 1082 S MAIN ANNEXATION.PDF](#)

5. Future Agenda Items

6. Adjournment

Special Accommodations:

In compliance with the Americans with Disabilities Act, individuals needing special accommodations during this

meeting should notify the Recorder's Office at 217 East Center Street, Moab, Utah 84532; or phone (435) 259-5121
at least three (3) working days prior to the meeting.

Check our website for updates at: www.moabcity.org

MOAB CITY PLANNING COMMISSION MINUTES—DRAFT
REGULAR MEETING
April 11, 2024

The Moab City Planning Commission held its regular meeting on the above date in Council chambers. Audio is archived at www.utah.gov/pmn and video is at www.youtube.com/watch?v=RnAELrMDE6E.

Call to Order: Planning Commission Chair Kya Marienfeld called the meeting to order at 6:03 p.m. Commission Members Carolyn Conant, Jill Tatton and Miles Loftin attended. City Planning Director Cory Shurtleff, Planning Administrator Anna Anglin, Assistant Planner Bryce Rogers, Community Development Director Michael Black, City Council liaison Luke Wojciechowski and the applicants for the discussion item also attended.

Citizens to be Heard: None.

Approval of Minutes:

Commission Member Loftin moved to approve the draft minutes of the March 14, 2024 Regular and March 21, 2024 Special Planning Commission meetings. Commission Member Conant seconded the motion. The motion passed unanimously.

Community Benefit Overnight Accommodations—Discussion

Planning Director Shurtleff introduced the applicant for a code amendment, the National Ability Center (NAC). Karen Locke described the history and services of NAC, formerly known locally as SPLORE. She said the goal of this application is to create a zoning mechanism that facilitates the operation of the NAC, a nonprofit organization committed to providing a safe, inclusive, and uplifting environment for people with disabilities. It was explained that the program's aim is to offer a location where individuals can practice and develop their individual goals and life-long skills, and cultivate independence and self-advocacy. Brian Essig presented financial hardships for the organization and participants, including difficulties providing accessible overnight accommodations. Local architect Courtney Kizer presented an overview of the applicant's request for a code amendment. Kizer introduced the applicant's key concerns regarding definitions and designations that would facilitate adoption of a code amendment allowing overnight accommodations to serve nonprofits with community benefit, and the NAC, in particular, as the applicant. Kizer also mentioned other local nonprofits that would benefit from a code change, specifically Moab Regional Hospital and Seekhaven. She also discussed long-term use of accessible lodging facilities. She pointed out that, since the current C-3 zone requires residential units to be on upper floors, the needs of NAC for ground level units would not be met. Jeff Fons expressed an interest in accommodating code revisions that would not open loopholes for other uses.

Commission Chair Marienfeld expressed her support for the mission of NAC and stated she was uncomfortable bearing the onus of defining qualifying disabilities. Commission Member Tatton stated she is a Special Education teacher, expressed support for the program, and brought up a potential partnership with local schools. Commission Member Loftin concurred with Marienfeld regarding caution about defining qualifying disabilities. Commission Member Conant expressed interest in broadening the context of the proposed code amendment to include other local nonprofits with a similar housing or lodging need.

Planning Director Shurtleff explained the applicant was pursuing annexation into the City, with an interest in amending code to allow for their particular needs. Community Development Director Black stated his support for the concept and said the City invited the applicant to expedite the process by presenting a proposed code amendment; he expressed his concern about preventing loopholes for unintended uses. Shurtleff introduced proposed language for nonprofit recreational therapy service providers and short-term lodging for qualifying participants. He distinguished the use from overnight accommodations, short-term rentals and similar terms. Shurtleff explained his interest in preventing inappropriate use. Loftin suggested organizational participation, not individuals as qualified. The

question of Seekhaven's use, as an example, was discussed. Marienfeld mentioned the question of ancillary uses, and the expansive umbrella of nonprofit organizations. Community Development Director Black brought up the concept of which use meets the definition of "primarily" and discussion ensued regarding what constitutes majority or primary use. Shurtleff also discussed an expansion of participants to include caregivers, family members, affiliated volunteers and professional facilitators. Employees were also mentioned, including for long-term occupancy. Community Development Director Black asked about the intention of offering the facilities, whether for affordability, availability of accessible facilities, or other reasons. According to the applicant, offering lodging that is accessible at cost is the intention. Marienfeld brought up a concern regarding taking payment. Compliance was discussed. Kizer asked about narrowing the scope of the request specifically to NAC rather than the requested ancillary uses. The upcoming municipal code rewrite was mentioned.

Future Agenda Items: Planning Director Shurtleff announced an upcoming minor subdivision and a pending annexation proposal. Planning Administrator Anglin brought up a request for condominiumization of the Cottonwood Condominiums and a four-unit condominium request. Community Development Director Black updated the Commission on the municipal code update and answered questions about proactive participation in the process.

Adjournment: Commission Chair Marienfeld adjourned the meeting at 8:04 p.m.

Moab City Planning Commission Agenda Item
T.J. Moab Enterprises LLC, 1082 S HWY 191 Annexation
Meeting Date: April 25, 2024

Title: Consideration and Possible Recommendation of Moab Ordinance #2024-01 An Ordinance to Annex the property located at approximately 1082 South Highway 191, Moab UT 84532 located in Unincorporated Grand County.

Disposition: Discussion and Possible Action

Staff Presenter: Cory P. Shurtleff, Planning Director
Anna Anglin, Zoning Administrator

Attachment(s):

- Exhibit 1: Recorded Pre-Annexation Agreement
- Exhibit 2: Staff Report
- Exhibit 3: Annexation Matrix
- Exhibit 4: Notice of Intent
- Exhibit 5: Annexation Certification
- Exhibit 6: Draft Ordinance

Options:

1. Positive Recommendation with or without modifications
2. Continue action on the item and give specific direction to the applicant and staff as to additional information needed.
3. Negative Recommendation to the City Council

Motion for Recommendation: I move to forward a Positive Recommendation to Moab City Council on Moab Ordinance #2024-01 – An Ordinance to approve the Annexation of property located 1082 S HWY 191, Moab, UT 84532.

Applicant: TJ Moab Enterprises LLC;

Background: TJ Moab Enterprises LLC is requesting their property be annexed into Moab City's jurisdiction for property located at 1082 South Highway 191, Moab, UT. The subject property proposed to be annexed is one parcel that totals approximately .52 acres. The proposed annexation will bring the property into the City of Moab's jurisdiction. City Council reviewed and accepted a pre-annexation agreement on September 12, 2023. The application for annexation was initially submitted to the City on February 21, 2024. City Council officially accepted the application for annexation on March 26, 2024 and the annexation was certified on April 12, 2024. Section 1.32 of the Moab Municipal Code Governs the Annexation of land into the City.

Project Summary:

Location:	1082 South Highway 191, Moab, UT 84532
Property Owner:	TJ Moab Enterprises LLC
Applicant:	TJ Moab Enterprises LLC
Parcel Size:	.52 Acres

Existing Zone: HC Highway Commercial Zone
 Proposed Zone: C-4 General Commercial Zone

Narrative Summary:

TJ Moab Enterprises LLC is the owner of the parcel of land located at approximately 1082 South Highway 191 in unincorporated Grand County. The total size of the property to be annexed is approximately .52 acres. The current Grand County zoning district for the property is HC Highway Commercial, with an existing commercial use. If the property were to be annexed into the City of Moab jurisdiction, the applicant has requested they be designated in C-4 General Commercial Zone. The proposed use, once annexed, will be a three-story building with a mixed-use development of cafe/retail commercial and outdoor seating space on the first floor and office space on the second and third floor. There are no residential units proposed at this time.

Moab Municipal Code Process:

17.72.100 Matrix of advisory, land use authority, and appeal bodies. ☒

A. The appeal authority is authorized to hear and decide the following appeals, which are designated by the term AA in the column labeled "Appeal Body." As used in this matrix, PC means Planning Commission; CC means City Council; DC means district court; BC means the boundary commission; and NA means not applicable.

Application/Action	Advisory Body	Land Use Authority	Appeal Body	Required Public Hearing
Zone Change	Planning Commission (PC)	City Council (CC)	District Court (DC)	Yes, PC
Land Use Map Amendment or Text Amendment	PC	CC	DC	Yes, PC
General Plan Amendment	CC	CC	DC	Yes, PC
Annexation	PC	CC	Boundary Commission/DC	Yes, CC
Pre-Annexation Agreement	NA	CC	DC	No
Conditional Use	PC	CC	DC	No

Application/Action	Advisory Body	Land Use Authority	Appeal Body	Required Public Hearing
Site Plan Tier I	NA	Staff	AA	No
Site Plan Tier II	Staff	PC	AA	No
Master Planned Development Prelim. MPD	PC	CC	AA	Yes, PC
Master Planned Development Final MPD	PC	CC	AA	No
Zoning Code Interpretation	NA	Zoning Administrator	AA	No
Nonconforming Use	NA	Zoning Administrator	AA	No
Variances	Zoning Administrator	AA	DC	No
Floodplain Ordinance	NA	Zoning Administrator	AA	No
Hillside Ordinance	PC	CC	AA	No
Planned Unit Development	PC	CC	AA	Yes, PC
Subdivision, Less than Five Lots	Staff	PC	AA	No
Subdivision, Five Lots or More	PC	CC	AA	Yes, PC
Home Occupation	NA	Zoning Administrator	AA	No
Accessory Use or Structure	NA	Zoning Administrator	AA	No

Application/Action	Advisory Body	Land Use Authority	Appeal Body	Required Public Hearing
Accessory Dwelling Unit	NA	Zoning Administrator	AA	No
Geologic Hazard Determination	Staff	Same as for the Underlying Application	Expert Panel per Section 17.72.230 .	No

- B. In the event of any conflict between the designation of the applicable appeal authority in this section and the terms of any other provision of the Moab Municipal Code, the terms of this section shall control.
- C. Where the appeal authority is not designated as the appellate body, review shall be obtained by filing an action in the district court. (Ord. 18-01 (part), 2018; Ord. 17-23 (part), 2017)

01.32.020 **Process: Annexation of Property:**

The City Recorder, upon receiving a petition for annexation, shall:

- 1. Submit the petition to the City Council, which shall accept the petition for further consideration or reject the petition fourteen days.*
- 2. If the petition is rejected by the City notification shall be sent to the county clerk and to the sponsors of the petition within five days of the denial.*
- 3. If accepted by the City Council, the petition shall be reviewed by the City Recorder for completeness and compliance with applicable law, which review and certification shall be completed within thirty days of acceptance. If the petition complies, the City Recorder shall certify the petition and provide notice of same to the City Council.*
- 4. Within ten days of receipt notice of certification by the City Council, notification of the proposed annexation shall be published in a newspaper of general circulation for three consecutive weeks.*
- 5. Within twenty days of receipt of notice of certification by the City Council, notification of said annexation shall be sent to all affected entities listed in 1.32.030.H.*

B. Upon certification by the City Recorder the petition or application may be submitted to the Planning Commission for analysis and review according to the annexation policy plan and for recommendations with respect to the appropriate zoning.

C. Protests to the proposed annexation shall be:

1. *Filed no later than thirty days after receipt by the City Council of certification from the City Recorder.*
2. *Protests may be filed by the legislative bodies of affected entities listed in 1.32.030.H.*
3. *If protests are filed, the City Council may deny the annexation at the next meeting, or it may await the decision by the boundary commission.*
4. *If no protests are filed, the City Council may approve the annexation at a public hearing held after providing not less than seven days advance notice.*
5. *The boundary commission shall hear protests within thirty days of the deadline for filling said protests.*
6. *Within thirty days of initiating hearings on protests filed, the boundary commission shall render a written decision.*
7. *The City Council may deny or grant annexation after receiving the decision of the boundary commission approving the annexation. In the event of denial of the annexation by the boundary commission the City Council shall deny the annexation. (Ord. 03-02 (part), 2003)*

WHEN RECORDED RETURN TO:

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Ent 552252 Bk 956 Pg 567-598
Date: 24-OCT-2023 3:59:38PM
Fee: None Filed By: LWD
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: MOAB CITY

**PRE-ANNEXATION AGREEMENT
BETWEEN TJ MOAB ENTERPRISES,
LLC, AND CITY OF MOAB**

THIS PRE-ANNEXATION AGREEMENT ("**Pre-Annexation Agreement**") is entered by and between TJ Moab Enterprises, LLC, a Utah limited liability company ("**Property Owner**"), and the CITY OF MOAB, a municipality and political subdivision of the State of Utah (the "**City**"). Property Owner and the City are hereinafter sometimes referred to individually as a "**Party**" or collectively as the "**Parties**."

RECITALS

A. Property Owner is the owner of one parcel, totaling approximately 0.52 acres, that is currently located in Grand County and is not located in the City at approximately 1082 South Hwy 191, Grand County, Utah, or 1082 South Main Street, in Moab, Utah, Parcel No. 02-0SWE-0005, more fully described in Exhibit A which is attached hereto and incorporated by this reference (the "**Property**").

B. The Property's current zoning designation in Grand County is Highway Commercial ("HC") in the Grand County Land Use Code 2.10 and is identified at 3.1 use table as an approved use for "Household Living Dwelling, multi-family," and that such use is "permitted by right."

C. The Parties have been in discussions regarding the Property's annexation into the City.

D. It is the intent of this Pre-Annexation Agreement to provide a clear understanding of the zoning for the use and future development of the Property in accordance with Chapter 17.27 of the Moab Municipal Code, C-4 General Commercial Zone, and to be in compliance with the provisions of the Moab Municipal Code and other applicable land use regulations (collectively "**Land Use Regulations**"), including that no short term rentals are permitted pursuant to 17.27.020 A.13.a. where there are no established overnight accommodations nor any new overnight accommodations proposed.

E. It is also the intent of this Pre-Annexation Agreement to provide a clear understanding of the legal requirements and procedures that govern the annexation of the Property, including but not limited to Chapter 1.32 of the Moab Municipal Code and UTAH CODE § 10-2-401, *et seq.*

F. The City, acting pursuant to its authority under UTAH CODE § 10-9a-101, *et seq.* has made certain determinations with respect to the Property, and in the exercise of its legislative

discretion, has elected to approve this Pre-Annexation Agreement after all necessary public hearings and procedures have been conducted.

AGREEMENT

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

1. **Incorporation of Recitals.** The Recitals and Exhibits are hereby incorporated by reference as part of this Pre-Annexation Agreement.
2. **Annexation to City of Moab.** Utah law favors that development take place within the boundaries of cities and towns where land is located in a city's annexation policy declaration area. The Property is within the "General Plan annexation area boundary description" identified in the Moab Municipal Code 1.32.030 of the City's declaration area.
3. **Petition.** The Property Owner shall follow the applicable laws, regulations, and ordinances, including but not limited to UTAH CODE § 10-2-401, *et seq.* and Moab Municipal Code Chapter 1.32 (collectively, the "**Annexation Process**") in seeking annexation of the Property. Upon receipt of a complete petition that complies with all applicable legal requirements, the City shall complete its review process in accordance with the Annexation Process.
4. **Decision on Petition.** The City shall use all reasonable efforts to either approve or reject the Property's petition as soon as reasonably practicable and without undue delay in accordance with the requirements of the Annexation Process. If reasonable circumstances require additional time (such as Property Owner's failure to provide legally required information, third party protest, or state or local mandated notice provisions), both parties shall continue to cooperate to expedite the review to the extent the Annexation Process allows. Property Owner shall provide at least 14 days' written notice of its intent, if any, to withdraw the petition, but shall not withdraw the petition prior to the City Council's rendering a final decision/vote.
5. **Zoning Upon Annexation.** It is agreed that upon the issuance of a Certificate of Annexation by Lieutenant Governor that the Property shall be placed in the "C-4 General Commercial Zone," which does not currently permit new overnight accommodation units pursuant to zoning standards in Moab Municipal Code 17.27.020.
6. **Development Requirements.** If the City grants the petition, the following shall be express conditions of the annexation in addition to any other requirements set forth in applicable law, regulation, and ordinance:
 - 6.1. **Site Plan.** The Property Owner shall develop a mixed-use commercial project as set forth in the attached site plan attached hereto as Exhibit B (hereinafter the "**Project**").
 - 6.2. **Restrictive Covenant Agreement.** Upon completion of the Project and during its operation, the Property Owner shall execute a restrictive covenant agreement to be recorded against the Property that shall require one hundred (100) percent of the Project's residential

units, if any, be leased to (i) "Active Employment Households" ("AEH") as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs where the person attends the institution from within Grand County ("Title IV Program"). The restrictive covenant agreement shall have a term of fifty (50) years and shall be in substantially the same form as set forth Exhibit C, the Restrictive Covenant Agreement. If the owner of record of the Property provides the City with written evidence showing that a lender has foreclosed upon and acquired the Property, the City shall execute all documents that may be needed to terminate the restrictive covenant agreement.

6.3 Sustainability Requirements. The Parties agree that any annexation of the Property the City may approve shall be subject to the express condition that the Property apply LEED standards in construction to meet sustainability requirements as attached hereto in Exhibit D (hereafter "Sustainability Requirements") which shall provide bicycle facilities, electric vehicle charging stations, rainwater management, heat island reduction, light pollution reduction, outdoor water use reduction, indoor water use reduction, dedicated location for recycling containers, and bird safety glass.

7. Vested Rights.

7.1. Vested Rights. Property Owner shall have the vested right to develop the Property as a mixed-use commercial project in the "C-4 General Commercial Zone" as set forth in Chapter 17.27 of the Moab Municipal Code, in accordance with and subject to compliance with the terms and conditions of the City's Land Use Regulations then in effect.

7.2. Reserved Legislative Powers. The Parties acknowledge that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions set forth herein are intended to reserve to the City those police powers that cannot be so limited. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of the Property Owner under the terms of this Pre-Annexation Agreement based upon the policies, facts, and circumstances that meet the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed legislative changes affecting the vested rights of the Property Owner under this Pre-Annexation Agreement shall be of general application to all development activity in the City; and, unless the City declares an emergency, Property Owner shall be entitled to prior written notice and an opportunity to be heard with respect to any proposed change and its applicability to the Property under the compelling, countervailing public interest exception to the vested rights doctrine.

8. Successors and Assigns.

8.1. Binding Effect. This Pre-Annexation Agreement shall be binding upon all successors and assigns of Property Owner in the ownership or development of any portion of the Property.

8.2. Assignment. Neither this Pre-Annexation Agreement nor any of its provisions, terms or conditions may be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Pre-Annexation Agreement and without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or

delayed. Any such request for assignment may be made by letter addressed to the City as provided herein and the prior written consent of the City may also be evidenced by letter from the City to Property Owner or their successors or assigns. Any such assignment shall require the assignee to sign a form of acknowledgement and consent agreeing to be bound by the terms of this Pre-Annexation Agreement.

9. Default.

9.1. **Notice.** If Property Owner or the City fails to perform its respective obligations hereunder or to comply with the terms hereof, the Party believing that a default has occurred shall provide notice to the other Party as provided herein. If the City believes that the default has been committed by Property Owner, then the City shall also provide a courtesy copy of the notice to Property Owner.

9.2. **Contents of the Notice of Default.** The Notice of Default shall:

9.2.1. Claim of Default. Specify the claimed event of default;

9.2.2. Identification of Provisions. Identify with particularity the provisions of any applicable law, rule, regulation or provision of this Agreement that is claimed to be in default;

9.2.3. Specify Materiality. Identify why the default is claimed to be material.

9.3. **Meet and Confer.** Upon the issuance of a Notice of Default, the Parties shall meet within ten (10) business days and confer in an attempt to resolve the issues that are the subject matter of the Notice of Default.

9.4. **Remedies.** If, after meeting and conferring, the Parties are not able to resolve the default, and if the defaulting Party has not cured the default within sixty (60) days after Notice of Default, then the Parties may have the following remedies:

9.4.1. Legal Remedies. The rights and remedies available at law and in equity, including, but not limited to injunctive relief, specific performance, and termination, but not including damages or attorney's fees.

9.4.2. Enforcement of Security. The right to draw on any security posted or provided in connection with the development of the Property and relating to remedying of the particular default.

9.4.3. Withholding Further Development Approvals. The right to withhold all further reviews, approvals, licenses, building permits and/or other permits for development of the Property.

9.5. **Public Meeting.** Before any remedy in Section 9.4 may be imposed by the City, the Party allegedly in default shall be afforded the right to attend a public meeting before the Council and address the Council regarding the claimed default.

9.6. **Emergency Defaults.** Anything in this Agreement notwithstanding, if the Council finds on the record that a default materially impairs a compelling, countervailing interest of the

City and that any delays in imposing such a default would also impair a compelling, countervailing interest of the City then the City may impose the remedies of Section 9.4 without meeting the requirements of Section 9.5. The City shall give Notice to Property Owner and/or any applicable successor or assign of any public meeting at which an emergency default is to be considered and the allegedly defaulting Party shall be allowed to address the Council at that meeting regarding the claimed emergency default.

9.7. Extended Cure Period. If any default cannot be reasonably cured within sixty (60) days then such cure period may be extended as needed, by agreement of the Parties for good cause shown, so long as the defaulting Party is pursuing a cure with reasonable diligence.

10. Cumulative Rights. The rights and remedies set forth herein shall be cumulative.

11. Force Majeure. All time periods imposed or permitted pursuant to this Agreement shall automatically be extended and tolled for: (a) period of any and all moratoria imposed by the City or other governmental authorities in any respect that materially affects the development of the Property; or (b) by events reasonably beyond the control of Property Owner including, without limitation, inclement weather, war, strikes, unavailability of materials at commercially reasonable prices, and acts of God, but which does not include financial condition of the Property Owner or their successors.

12. Notices. Any notices, requests and demands required or desired to be given hereunder shall be in writing and shall be served personally upon the Party for whom intended or if mailed be by certified mail, return receipt requested, postage prepaid to such Party at its address shown below:

TJ Moab Enterprises, LLC
c/o Tye Shumway, Manager
285 South 400 East
Moab, UT 84532

City of Moab
Attn: City Recorder
217 E Center Street
Moab, UT 84532

Any Party may change its address or notice by giving written notice to the other Party in accordance with the provisions of this Section.

13. Agreement to Run with the Land. This Pre-Annexation Agreement shall be recorded in the Office of the Moab City Recorder against the Property and is intended to and shall be deemed to run with the land and shall be binding on all successors in the ownership and development of any portion of the Property.

14. Entire Agreement. This Pre-Annexation Agreement, together with the Exhibits hereto, integrates and constitutes all of the terms and conditions pertaining to the subject matter hereof and supersedes all prior negotiations, representations, promises, inducements, or previous agreements between the Parties hereto with respect to the subject matter hereof. Any amendments hereto must be in writing and signed by the respective Parties hereto.

15. **Headings.** The headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

16. **Non-Liability of City Officials or Employees.** No officer, representative, agent, or employee of the City shall be personally liable to Property Owner, or any successor-in-interest or assignee of Property Owner, in the event of any default or breach by the City or for any amount which may become due to Property Owner, or its successors or assignees, for any obligation arising out of the terms of this Pre-Annexation Agreement.

17. **No Third-Party Rights.** The obligations of the Parties set forth in this Pre-Annexation Agreement shall not create any rights in or obligations to any persons or parties other than to the City and the Property Owner. The City and Property Owner alone shall be entitled to enforce or waive any provisions of this Pre-Annexation Agreement to the extent that such provisions are for their benefit.

18. **Severability.** If any portion of this Pre-Annexation Agreement for any reason is declared invalid or unenforceable, the invalidity or unenforceability of such portion shall not affect the validity of any of the remaining portions, and the same shall be deemed in full force and effect as if this Pre-Annexation Agreement had been executed with the invalid portions eliminated.

19. **Waiver.** No waiver of any of the provisions of this Pre-Annexation Agreement shall operate as a waiver of any other provision regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving Party.

20. **Survival.** All agreements, covenants, representations, and warranties contained herein shall survive the execution of this Pre-Annexation Agreement and shall continue in full force and effect throughout the term of this Pre-Annexation Agreement.

21. **Public Information.** The Parties understand and agree that all documents related to this Pre-Annexation Agreement shall be public documents, as provided in UTAH CODE, § 63G-2- 101, *et seq.*

22. **Governing Law.** This Pre-Annexation Agreement and the performance hereunder shall be governed by the laws of the State of Utah.

23. **Counterparts.** This Agreement may be executed in multiple counterparts which shall constitute one and the same document.

24. **Governmental Immunity Act of Utah.** The Parties agree and understand that the City is a governmental entity entitled to the protections and safeguards of the Governmental Immunity Act of Utah, UTAH CODE § 63G-7-101 *et. seq.* Except as may be provided in UTAH CODE § 63G-7-301(1)(a) (i.e., waiver as to Municipality's contractual obligations under this Pre-Annexation Agreement), the City neither waives nor relinquishes any applicable provision or protection of that Act.

(Signatures begin on following page)

IN WITNESS WHEREOF, this Agreement has been executed by the Moab City Council as the land use authority for pre-annexation agreements under Moab City Municipal Code 17.72.100(A), and by a duly authorized representative of Property Owner on this 12 day of SEPTEMBER, 2023.

CITY OF MOAB, a Utah Municipality and political subdivision of the State of Utah.


By:


Joette Langiahesse, Mayor and
Chair, City Council


ATTEST:


Sommar Johnson, City Clerk/Recorder

APPROVED AS TO FORM

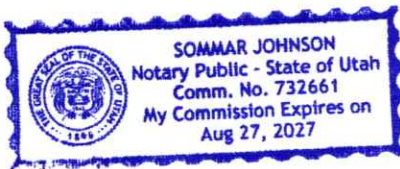

Nathan Bracken, City Attorney

CITY OF MOAB, a Utah Municipality and political subdivision of the State of Utah.

By: 
Joette Langianese, Mayor and
Chair, City Council

STATE OF UTAH)
:SS.
CITY OF GRAND)

On the 2 day of OCTOBER, 2023, personally appeared before me JOETTE LANGIANESE, who being duly sworn, did say that she is the Mayor of the City of Moab, a Utah Municipality and political subdivision of the State of Utah, and that the foregoing instrument was signed in behalf of said entity and said Joette Langianese, Mayor, duly acknowledged to me that she executed the same for the purposes therein stated.




NOTARY PUBLIC

**TJ MOAB ENTERPRISES, LLC
PROPERTY**

By: _____

Its Manager

STATE OF UTAH)

Moab

:SS.

CITY OF ~~SALT LAKE~~)

On the 5th day of October 2023, personally appeared before me
Ty Shumway, who being duly sworn, did say that he is the Manager of TJ Moab
Enterprises, LLC, and that the foregoing instrument was signed in behalf of said entity and said
Tye Shumway, Manager, duly acknowledged to me that he executed the same for the purposes
therein stated.



Karen Ballentyne
NOTARY PUBLIC

EXHIBIT A

Legal Description

Ent 523559 Bk 851 Pg 279
Date: 03-APR-2017 2:55:36PM
Fee: \$10.00 Charge
Filed By: GWK
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: SOUTH EASTERN UTAH TITLE COMPAN
Y

Ent 552252 Bk 956 Pg 577

EXHIBIT B

Site Plan

NOT FOR CONSTRUCTION

ENT 552252 Rk 956 Pg 579

S FUND LLC
SWE-0009



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PO BOX 1153, MOAB, UTAH 84532
512-556-1745

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REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

CITY OF MOAB ZONING
C-4 GENERAL COMMERCIAL ZONE
25' FRONT SETBACK
0' SIDE & REAR SETBACK
15' LANDSCAPED STRIP ADJACENT TO PUBLIC STREETS

SITE = 0.52 ACRES
MAX LOT COVERAGE OF PRINCIPAL USE
= 50% TOTAL LOT AREA

PARKING REQS:
RETAIL -1.0 P/ 300 SF
OFFICE -1.0 P/ 300 SF
RESTAURANT -1.0 P/ 200 SF

PROPOSED BUILDING OCCUPANCY:
CAFE - 790 SF - 4 PARKS
RETAIL - 1,485 SF - 5 PARKS
OFFICE - 6,645 SF - 22 PARKS

31 PARKING REQ.

34x INCL. 2 - 3x PARKING SPACES PROVIDED
ACCESSIBLE SPACES

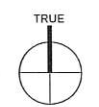
*** THIS ALL ASSUMES WE CAN PLACE
PARKING IN THE REAR UTILITY EASEMENT***

SHUMWAY - MIXED USE
1082 S MAIN STREET
MOAB, UT 84532

SITE PLAN

SHEET NUMBER
AP010

1 SITE PLAN
3/32" = 1'-0"

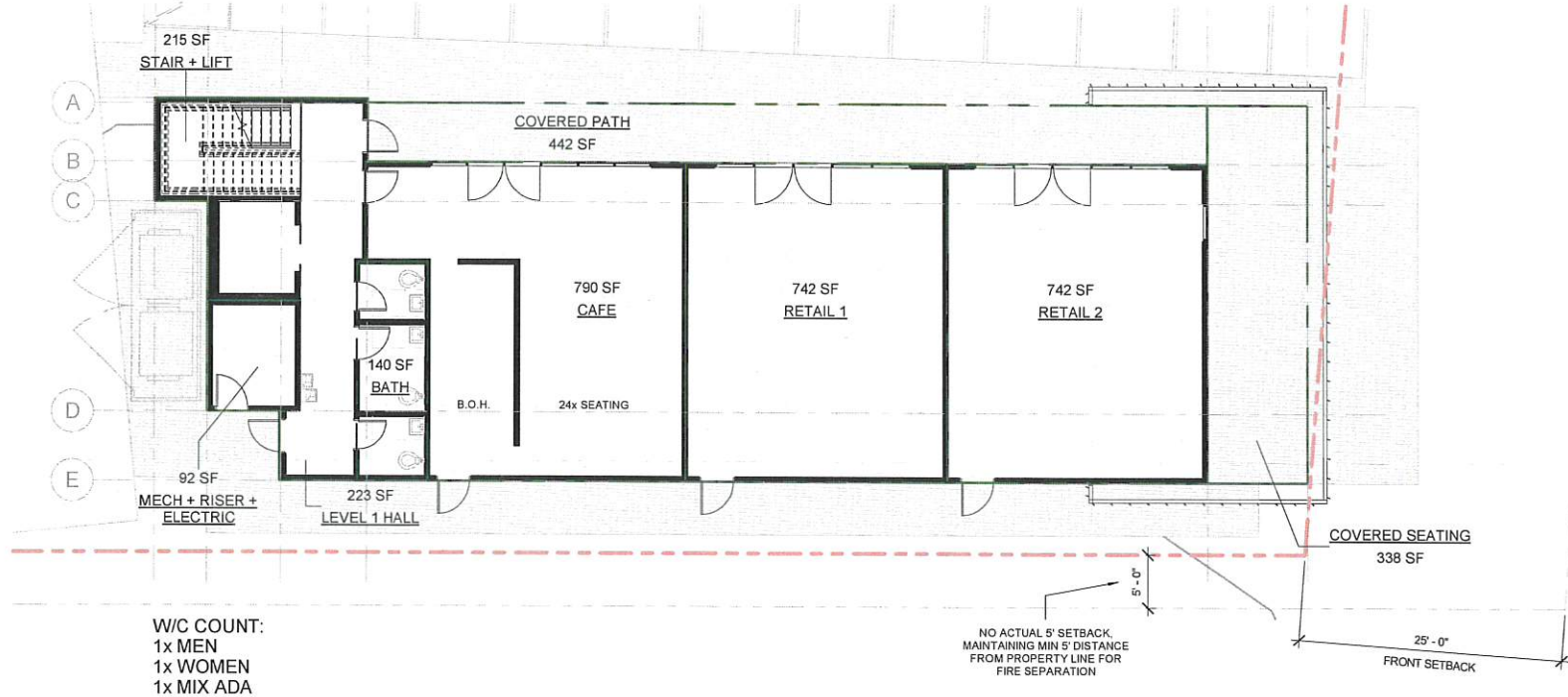


16/02/2023 12:35:59

cmk

NOT FOR CONSTRUCTION

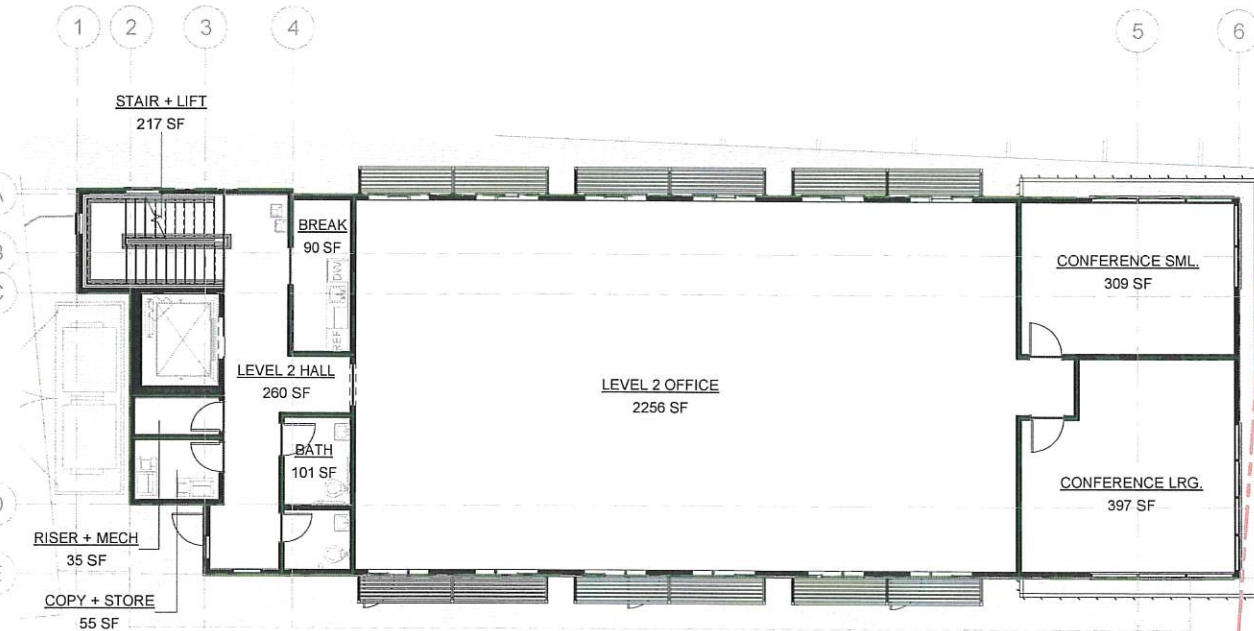
1 2 3 4 5 6



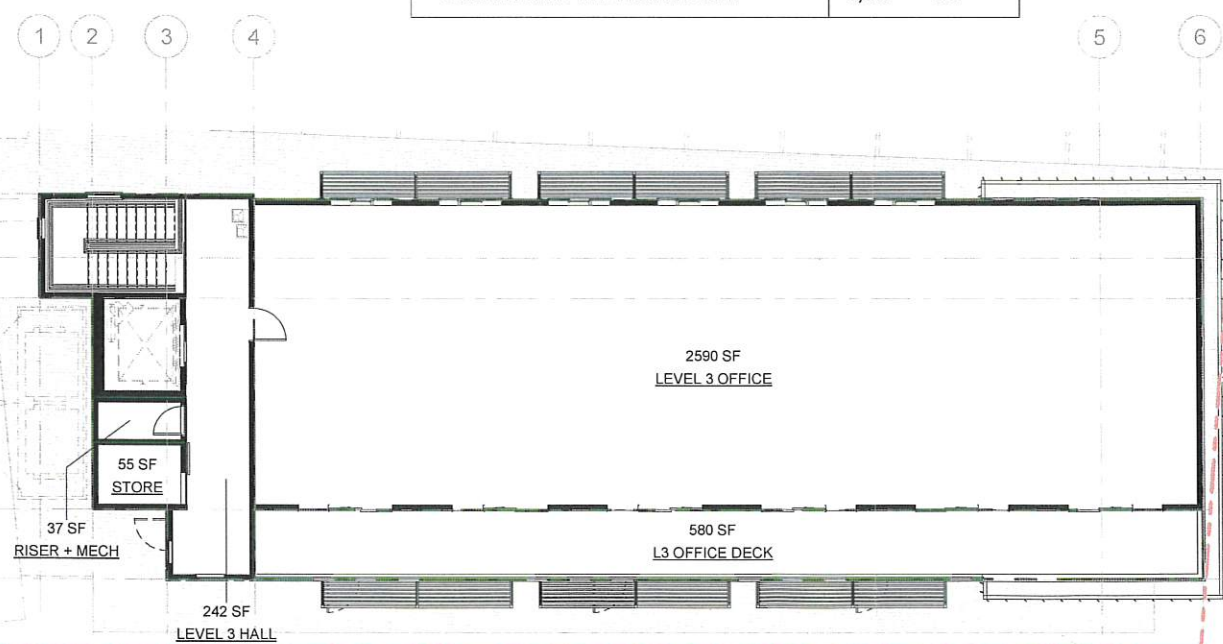
1 LEVEL 1 AREA PLAN
1/8" = 1'-0"

Area Schedule (Overall Floors)			
Sort Order	Level	Name	Area
MISC	Level 1	BATH	140 SF
MISC	Level 1	MECH + RISER + ELECTRIC	92 SF
MISC	Level 1	STAIR + LIFT	215 SF
MISC	Level 1	LEVEL 1 HALL	223 SF
MISC			670 SF
RESTAURANT - CAFE	Level 1	CAFE	790 SF
RESTAURANT - CAFE			790 SF
RETAIL	Level 1	RETAIL 2	742 SF
RETAIL	Level 1	RETAIL 1	742 SF
RETAIL			1485 SF
RETAIL	Level 1		2945 SF
MISC	Level 2	STAIR + LIFT	217 SF
MISC	Level 2	RISER + MECH	35 SF
MISC			252 SF
OFFICE	Level 2	LEVEL 2 OFFICE	2256 SF
OFFICE	Level 2	CONFERENCE SML	309 SF
OFFICE	Level 2	LEVEL 2 HALL	260 SF
OFFICE	Level 2	BREAK	90 SF
OFFICE	Level 2	COPY + STORE	55 SF
OFFICE	Level 2	BATH	101 SF
OFFICE	Level 2	CONFERENCE LRG	397 SF
OFFICE			3468 SF
OFFICE	Level 2		3720 SF
MISC	Level 3	LEVEL 3 HALL	242 SF
MISC	Level 3	RISER + MECH	37 SF
MISC	Level 3	STORE	55 SF
MISC			334 SF
OFFICE	Level 3	LEVEL 3 OFFICE	2590 SF
OFFICE			2590 SF
OFFICE	Level 3		2925 SF
PUBLIC EXTERIOR	Level 1	COVERED PATH	442 SF
PUBLIC EXTERIOR	Level 1	COVERED SEATING	338 SF
PUBLIC EXTERIOR			780 SF
PUBLIC EXTERIOR	Level 1		780 SF
OFFICE EXTERIOR	Level 3	L3 OFFICE DECK	580 SF
OFFICE EXTERIOR			580 SF
OFFICE EXTERIOR	Level 3		580 SF
GRAND TOTAL:			10,950 SF

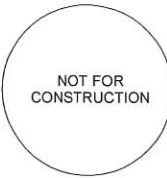
CONDITIONED INTERIOR L1:	2,945	GSF
CONDITIONED INTERIOR L2:	3,720	GSF
CONDITIONED INTERIOR L3:	2,925	GSF
COVERED EXTERIOR TOTAL:	1,360	SF
CONDITIONED INTERIOR TOTAL:	9,590	GSF



2 LEVEL 2 AREA PLAN
1/8" = 1'-0"



3 LEVEL 3 AREA PLAN
1/8" = 1'-0"



REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

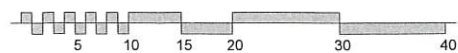
SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

AREA PLANS

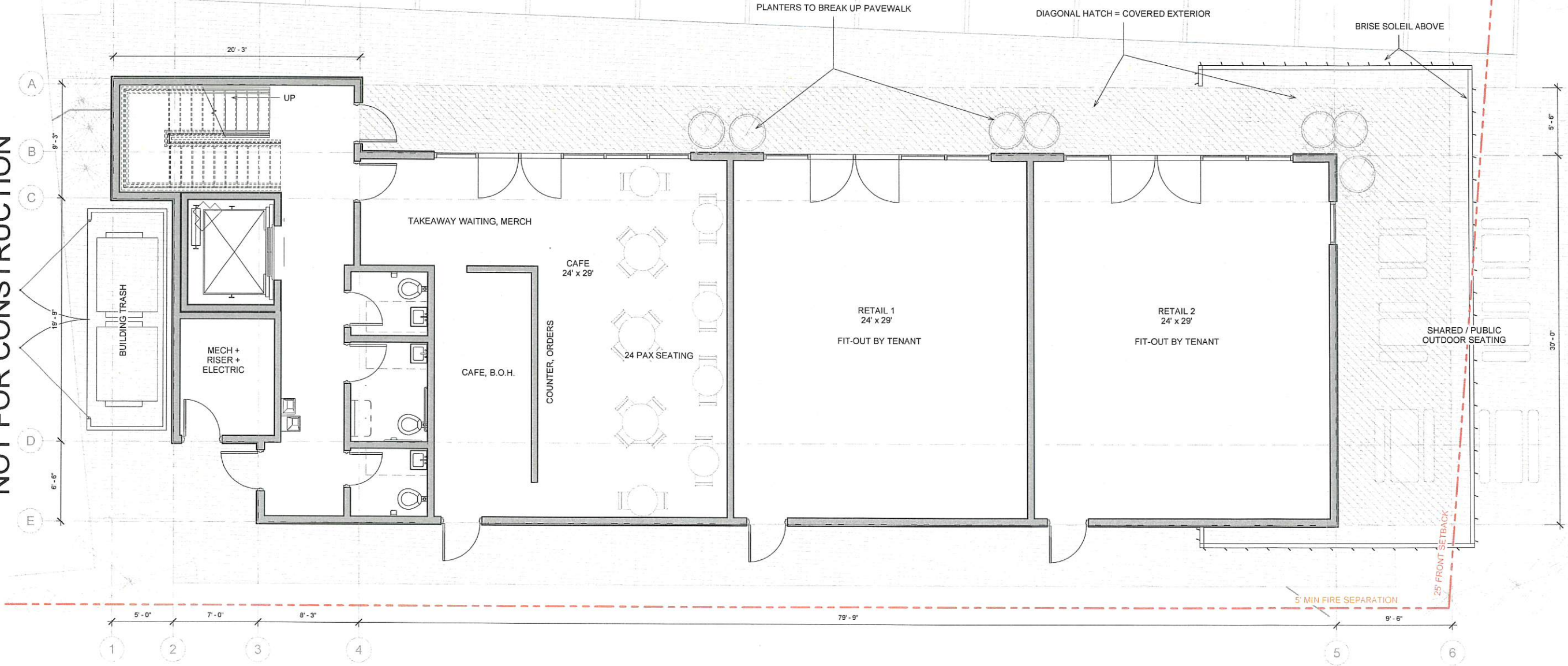
SHEET NUMBER

AP050



105 14 956 W 252255 401 Ent 552252 W 956 P 501

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1 LEVEL 1 FLOOR PLAN - RETAIL / HOSPITALITY
1/4" = 1'-0"

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512-566-1745

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22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

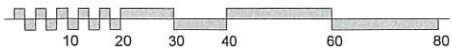
SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

FLOOR
PLANS L1

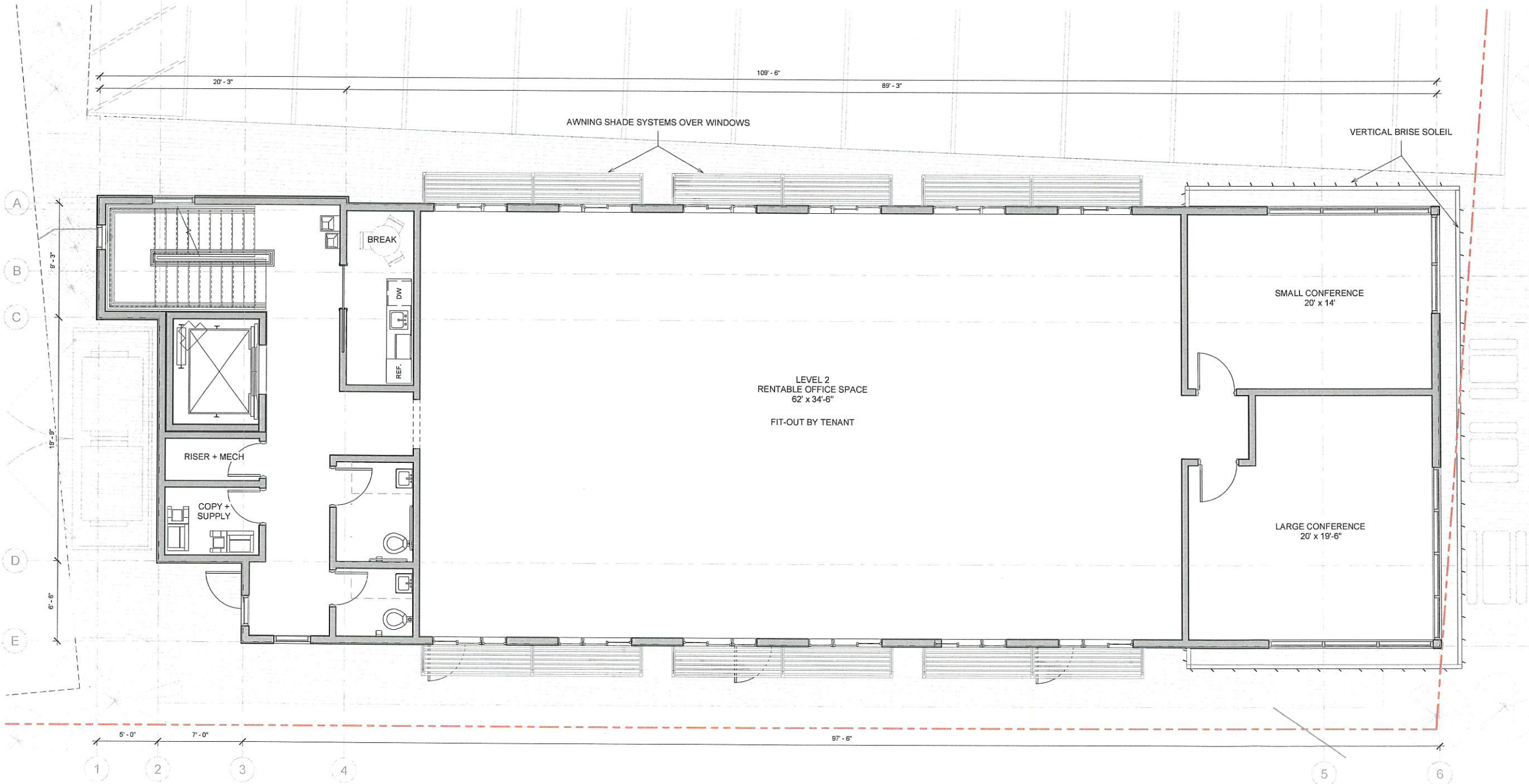
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16/02/2024 12:30:04
AP111
©cmk

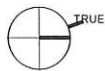
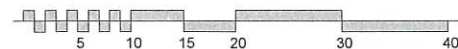


Ent 552252 W 956 P 502

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1 LEVEL 2 FLOOR PLAN - OFFICES
1/4" = 1'-0"



16/02/2023 12:36:06

AP112

FLOOR
PLANS L2

SHEET NUMBER

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

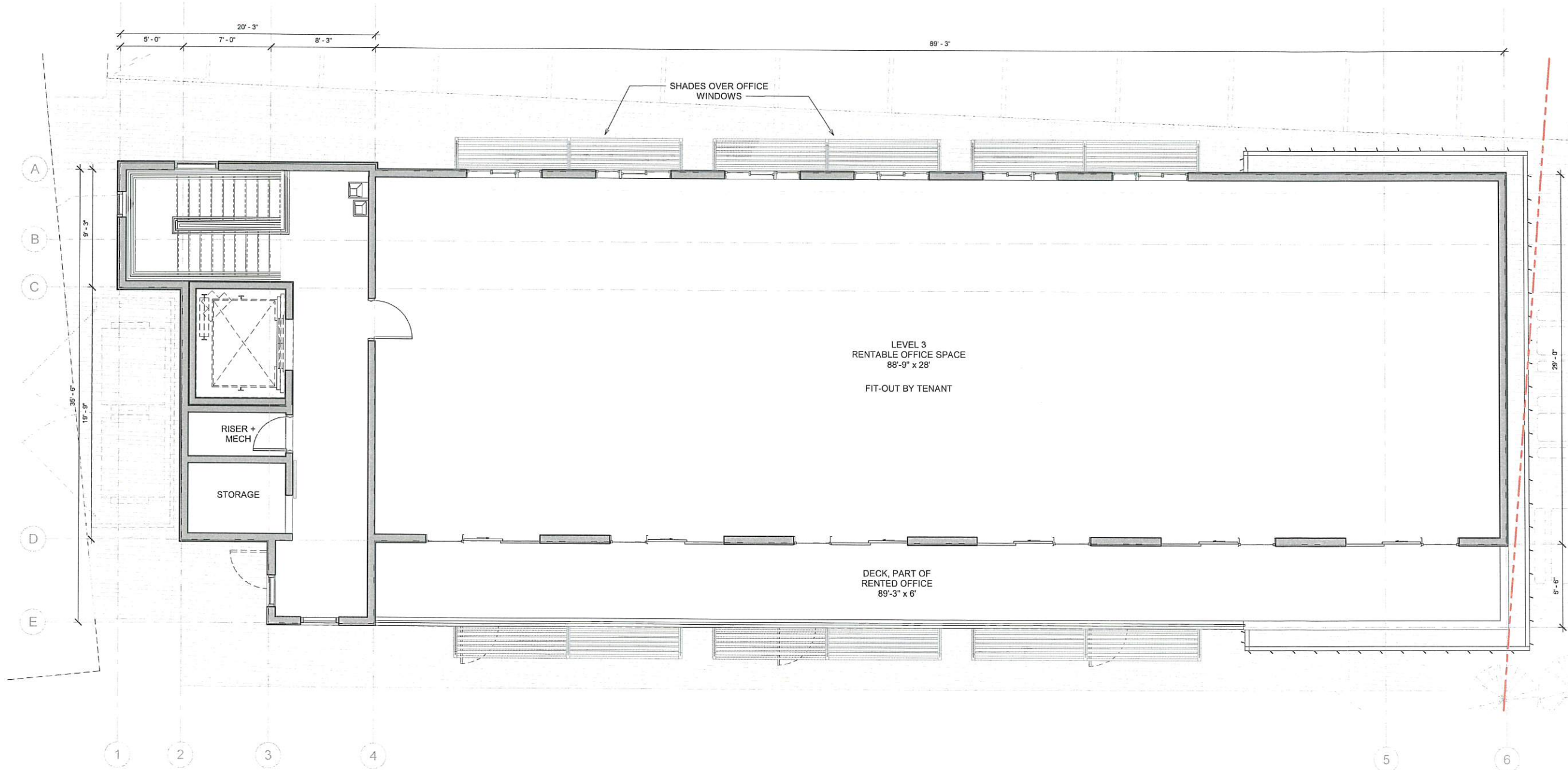
REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

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CONSTRUCTION

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512-666-1745

Ent 552252 W 956 W 583

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1 LEVEL 3 FLOOR PLAN - OFFICES
1/4" = 1'-0"

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info@Arch-Squared.com
PO BOX 1133, MOAB, UTAH 84532
512-866-1745

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CONSTRUCTION

REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

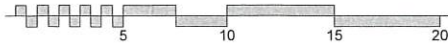
SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

FLOOR
PLANS L3

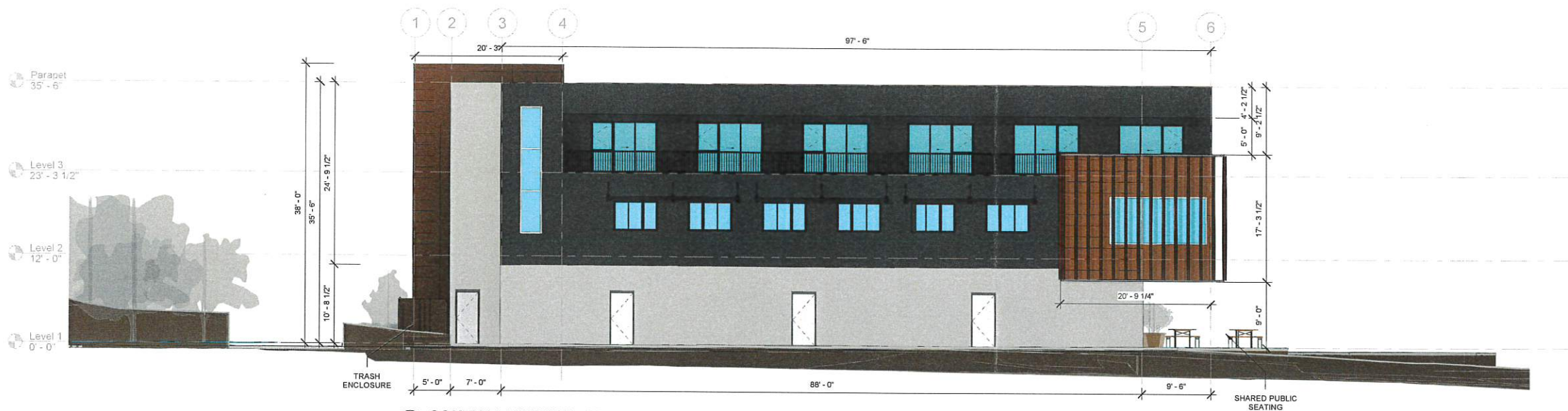
SHEET NUMBER

AP113



NOT FOR CONSTRUCTION

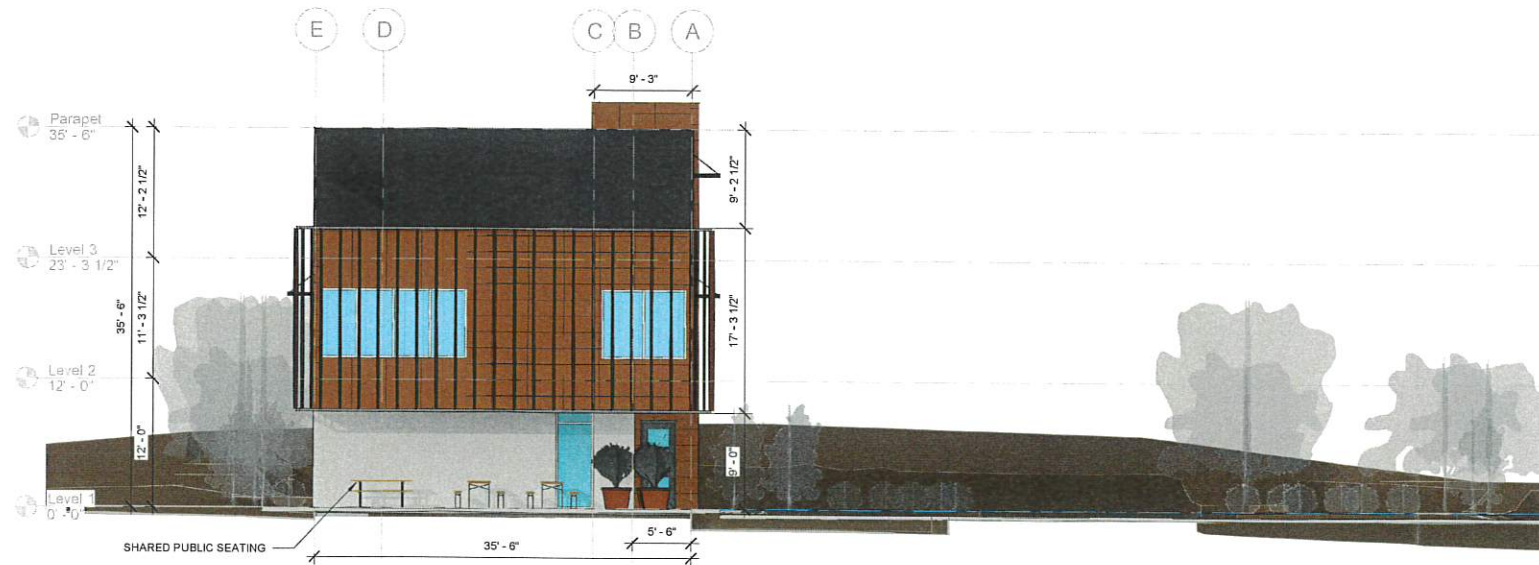
Ent 552252 JK 956 PJ 584



1 SOUTH ELEVATION - MAIN BUILDING REAR, FACES NEIGHBOUR TO SOUTH/EAST
1/8" = 1'-0"



2 WEST ELEVATION - BUILDING FRONT, FACES LOT PARKING
1/8" = 1'-0"



3 NORTH ELEVATION - HIGHWAY STREET VIEW
1/8" = 1'-0"



4 SOUTH ELEVATION - JEFFERSON ST NEIGHBORS
1/8" = 1'-0"

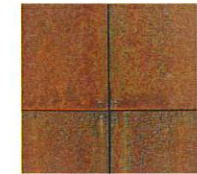
MATERIALS



DARK FIBRE-CEMENT PANEL SIDING
**OR - DARK METAL SIDING



LIGHT GRAY STUCCO FINISH
**OR - CONCRETE



CORTEN STEEL PANELS
**OR - CORRUGATED RUSTED METAL



CORTEN BRISE SOLEIL

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ARCHITECTURAL SQUARED
info@ArchSquared.com
PO BOX 1152, MOAB, UTAH 84052
512-666-1745

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CONSTRUCTION

REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84052

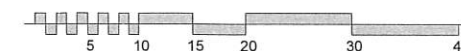
ELEVATIONS

SHEET NUMBER

AP200

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©cmk



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1 BUILDING FRONT FROM PARKING



4 SOUTH WEST CORNER



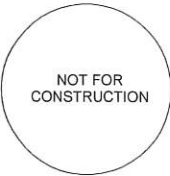
5 SOUTH EAST CORNER, TRASH + STAIRS



2 NORTH WEST, MAIN STREET FRONT



3 NORTH EAST, BUILDING REAR



REVISIONS:
22 12 14 SD ACCESS
REVISIONS
23 02 15 NEW ZONING, SD REV

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

PERSPECTIVES

SHEET NUMBER

AP900

EXHIBIT C

RESTRICTIVE COVENANT AGREEMENT

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement (“**Agreement**”) governs the mixed-use commercial project located at 1082 S. Highway 191, Grand County, Utah, or 1082 S. Main Street, Moab, Utah, 84532 (the “**Property**”), as more particularly described in Exhibit A attached hereto, and incorporated by reference, is made and entered into by TJ Moab Enterprises, LLC. (“**Grantor**”), a Utah limited liability company, for and on behalf of the CITY OF MOAB, UTAH (“**Grantee**”).

RECITALS

WHEREAS, Grantor is the record owner of the Property;

WHEREAS, Grantor and Grantee executed a pre-annexation agreement (“Pre-Annexation Agreement”) on September ____, 2023, that they subsequently recorded against the Property and now appears in the records of the Grand County Recorder as [insert entry number, book number, and page number].

WHEREAS, the Pre-Annexation Agreement conditioned Grantee’s annexation of the Property upon Grantor’s execution of a restrictive covenant, requiring that one hundred (100%) of the residential units on the Property, if any, be leased to “Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance, for a term of compliance to the restrictive covenant of fifty (50) years.

WHEREAS, the Pre-Annexation Agreement conditioned Grantee’s annexation of the Property upon Grantor’s execution of the restrictive covenant, requiring the application of LEED standards in construction to achieve sustainability requirements, as set forth in Exhibit D to the Pre-Annexation Agreement (hereafter “Sustainability Requirements”), which shall provide bicycle facilities, electric vehicle charging stations, rainwater management, heat island reduction, light pollution reduction, outdoor water use reduction, indoor water use reduction, energy efficient devices and appliances, dedicated location for recycling containers, and bird safety glass.

WHEREAS, Grantee granted Grantor’s annexation petition on ____, 2023, and the Grantor and Grantee desire to execute this Agreement to satisfy the requirements of the Pre-Annexation Agreement.

COVENANTS AND RESTRICTIONS

NOW, THEREFORE, in consideration of the foregoing recital and the following covenants, Grantor, for and on behalf of Grantee, submits the Property to the following covenants and restrictions:

- 1. Local Leasing Requirement:** Except as otherwise provided in the Moab Municipal Code, Grantor shall lease one hundred percent (100%) of the residential units on the Property, if any, to either (i) Active Employment Households,” as that term is defined in Section 17.06.020 of the Moab Municipal Code or applicable successor ordinance or (ii) to students, faculty, or long-term visitors (more than 30 days) of any institution of higher education that is listed with the U.S. Department of Education eligible to participate in the Title IV federal student aid programs

where the person attends the institution from within Grand County. Those units that are leased to Active Employment Households shall be deemed "Active Employment Units."

2. **Sustainability Requirements and LEED Standards:** Grantor shall comply with the requirements to apply LEED standards in construction to achieve sustainability requirements, as set forth in Exhibit D to the Pre-Annexation Agreement (hereafter "Sustainability Requirements"), including but not limited to providing bicycle facilities, electric vehicle charging stations, rainwater management, heat island reduction, light pollution reduction, outdoor water use reduction, indoor water use reduction, energy efficient devices and appliances, dedicated location for recycling containers, and bird safety glass.
3. **Prohibition of Nightly or Short-Term Rentals:** Grantor shall strictly adhere to the prohibition of the use of the Active Employment Units as nightly or short-term rentals unless the Moab Municipal Code provides otherwise.
4. **Lease Period of Active Employment Units:** The lease period for an Active Employment Unit shall be a minimum of ninety (90) days."
5. **Term:** This Agreement shall require a fifty (50) year term of compliance with the restrictive covenants set forth herein. This Agreement shall automatically expire on the completion of the term and shall have no further effect thereafter.
6. **Runs-With-The-Land:** This Agreement shall constitute covenants running with the Property, as defined in the recitals above and the exhibits attached, shall act as a burden thereon, binding every person having a fee, leasehold, or other interest in any portion of the Property at any time or from time to time, and shall inure for the benefit of Grantee for the term set forth herein. This Agreement is enforceable by both Parties through any appropriate legal action, or other remedies specified in Utah law, including but not limited to specific performance, injunction, reversion, and payment of attorney's fees and costs.
7. **Incorporation of Recitals and Exhibits:** The recitals and all exhibits set forth herein are deemed incorporated into this Agreement, and the Parties represent that they are true and correct.
8. **Entire Agreement:** This Agreement, including exhibits, constitutes the entire Agreement of the Parties and supersedes all prior understandings, representations, or Agreements of the Parties regarding the subject matter in this Agreement.
9. **Binding Effect:** This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, administrators, and assigns.

10. Use of Singular, Plural, and Gender: Whenever the sense of this Agreement requires, a singular number shall be construed to be plural and vice versa, and words of the masculine gender shall be construed to be feminine and vice versa.

11. Captions: The captions of any articles, paragraphs, or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provisions hereof.

12. Applicable Law and Severability: This Agreement is made in Utah and shall be construed in accordance with the laws of the State of Utah. If any provision of this Agreement is in conflict with any statute or rule of law of Utah, or is otherwise unenforceable, the provision shall be deemed null and void only to the extent of such conflict or unenforceability and shall be deemed separate from and shall not invalidate any other provision of this Agreement.

13. Amendments: This Agreement may not be amended or modified except in writing executed by all the Parties to this Agreement, including any successor in title to the Property or Grantee.

14. Authority: All Parties warrant that they are authorized to sign on behalf of and legally bind the entities for which they sign.

15. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original as against any Party whose signature appears on the counterpart. This Agreement shall become binding when one or more counterparts, individually or taken together, include the authorized signatures of all the Parties.

15. Legal Review: The Parties represent and agree that they had full opportunity to review this Agreement and that they accept the terms hereof. The rule that such Agreement is to be construed against its drafter shall not apply to this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed this ____ day
of _____ 2023.

TJ Moab Enterprises, LLC

Tye Shumway
Its Manager

Acknowledgement

State of Utah)
 §
County of Grand)

On this ____ day of _____ 2023, **TYE SHUMWAY**, acting in his authorized capacity as Manager for TJ Moab Enterprises, LLC, personally appeared before me, whose identity has been proven on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

IN WITNESS WHEREOF, Grantee has caused this Agreement to be executed this ____ day
of _____ 2023.

City of Moab, Utah

Joette Langianese, Mayor

Acknowledgement

State of Utah)
 §
County of Grant)

On this ____ day of _____ 2023, **JOETTE LANGIANESE**, acting in her authorized capacity
as Mayor of the City of Moab, Utah, personally appeared before me, whose identity has been proven
on the basis of satisfactory evidence, and after being duly sworn acknowledges that she executed the
foregoing **Agreement**, for the purposes stated therein, of his own voluntary will and act.

Notary Public

My Commission Expires: _____

Residing at: _____

[notary seal]

EXHIBIT D

Sustainability Requirements in Development Agreements

Sustainability Requirements in Development Agreements

Possible goals:

- Significant improvement relative to base codes.
- Aligns with documented City goals.
- Allowed in Utah; and probably won't trigger preemption.
- In as much as possible, model on work done by other communities and organizations, preferably in Utah.
- Reasonable additional cost. If there are significant costs, possibly coupled with other incentives to at least partially mitigate additional costs.
- As possible, anticipate and align with possible future city stretch codes.

Site requirements

Site/landscape mandates would steer more towards zoning authority, and less towards building codes. Relevant (for a small commercial site by the highway) sustainability provisions from LEED include:

- Bicycle Facilities
- Electric Vehicles
- Rainwater Management
- Heat Island Reduction
- Light Pollution Reduction
- Outdoor Water Use Reduction
- Indoor Water Use Reduction

Without knowing the specifics of this project, I suspect applying LEED standards may look like this:

Bicycle Facilities Provide at least four short-term bicycle storage spaces per building, and four long-term bicycle storage for regular building occupants. Provide at least one on-site shower with a changing facility for building occupants.

Electric Vehicles Install Level 2+ charging which meets the connected functionality criteria for ENERGY STAR certified chargers and be capable of responding to time-of-use market signals (e.g. price) in 5% of all parking spaces used by the project or at least two spaces, whichever is greater. Clearly identify and reserve these spaces for the sole use by plug-in electric vehicles.

OR

Make 10% of parking spaces or at least 6 spaces, whichever is greater, EV Ready. To be EV Ready, include a dedicated electrical circuit with sufficient capacity for each required space. Each circuit shall have conduit and wire sufficient to provide Level 2 charging or greater, and shall end at an electrical box or enclosure located near each required space.

Rainwater Management Low impact development stormwater provisions (i.e. on-site green infrastructure), as in the large scale commercial development section of MMC (but probably with review and edits). Rather than a single detention basin, utilize distributed landscaped areas to receive and use stormwater.

Heat Island Reduction Similar to current requirement of 50% mature tree cover in some parking, but sets a higher site-wide standard that can be met by a variety of strategies.

Light Pollution Reduction Existing MMC is functionally equal to or better than LEED.

Outdoor Water Use Reduction Reduce the project's landscape water requirement by at least 30% from the calculated baseline for the site's peak watering month. Reductions must be achieved through plant species selection and irrigation system efficiency, as calculated by the Environmental Protection Agency (EPA) WaterSense Water Budget Tool. The draft MCC amendment might achieve this, or close enough.

Indoor Water Use Reduction All newly installed toilets, urinals, private lavatory faucets, and showerheads that are eligible for labeling must be WaterSense labeled (or a local equivalent for projects outside the U.S.). Applicable appliances are Energy Star or performance equivalent certified; commercial equipment to meet other defined standard. As Washington County and municipalities have shown, this may also be a worthwhile component of a MMC water conservation addition.

One more not in LEED is **bird safety**. Asking for bird safe glass may not add cost, depending on the window supplier. Having **space for recycling container(s)** by the trash receptacle seems like something that gets overlooked. The SITES standard, specific to landscapes and similar to and complimentary of LEED, offers additional measures. Although some may not be a good fit for typical Moab sites, one that may be relevant to achieving planned for tree canopy coverage is soil decompaction/rebuilding.

Note that in the current version of LEED, a project could earn up to 9 points for sustainable sites, 11 points for water efficiency, 35 for energy and atmosphere, 19 for materials and resources, and 16 for indoor environmental quality. Asking for better building performance would align with Moab's climate goals, and probably yield quantifiably more sustainable relative to base codes.

Building Requirements

There are at least a couple of examples in Utah of movement towards higher performance buildings, despite the preemption of local governments adopting mandatory building codes. Utah Clean Energy provided technical support to both of these efforts. In late 2021 the SLC RDA adopted a resolution requiring buildings constructed using RDA funds to be more energy-efficient (designed to earn ENERGY STAR score of 90+) and participate in SLC's benchmarking program. Depending on the project budget and RDA financing, 100% electric, off-site net zero, or on-site net zero is required. Higher performance projects may receive a competitive advantage in ranking and/or interest rate reductions. RDA one pager

Park City and Summit County appear to be working towards adopting and promoting net zero stretch building codes. Paraphrasing their SAP for Building Decarbonization (p 18):

Local governments in Utah cannot adopt mandatory building codes, so this strategy is designed to encourage greater uptake of all-electric/electric-ready and net-zero energy building practices for new construction and major retrofits. This would be done through City and County council resolutions recognizing a voluntary electric-ready Net Zero Stretch Code as the preferred energy code for new homes and buildings, with the goal of all new construction in Park City and Summit County achieving net-zero status by 2030. The base Net Zero Stretch Code would be based on the Mixed Fuel (electric-ready) Building Decarbonization Code (BDC) from New Buildings Institute (NBI) and the Zero Energy Building Provisions from the 2021 International Energy Conservation Code. Other comparable, industry recognized net-zero energy programs, standards, or certifications could be accepted to demonstrate compliance.

The BDC requires some level of on-site solar electric generation, if the building has reasonably unshaded roof area to accommodate it. To encourage electrification of buildings while allowing for mixed-fuel construction, and to decrease the carbon impact of mixed-fuel buildings, mixed-fuel buildings are required to be more energy efficient. The IECC zero energy provisions (appendix CC) provides a straightforward way to calculate minimum electric generation, if that is required.

Economics of Decarbonized Building

NBI did a study which analyzes the cost effectiveness of both the all-electric and mixed-fuel paths in the Building Decarbonization Code as compared to a baseline of the

2021 IECC. The study examines the cost effectiveness for Climate Zone 5A. Moab is in Zone 5B, with similar temperatures but a dry climate. New York State (a relatively expensive market) was selected in order to provide conservative estimates of expected costs and savings. The analysis includes first costs for both medium office and single-family prototype buildings and life cycle cost analysis (LCCA) for the single-family prototype. It included costs for the onsite PVs of the BDC.

Conclusions: Without EV charging infrastructure (EVCI) the all-electric medium office has an incremental cost of \$0.33-0.50/ sf. The electric-ready medium office has an incremental cost of \$1.03-1.20/sf. The largest impact on office building electrification is the cost of EVCI requirements, which added \$10.70/sf in the modeled building (53,600 sf, with 30 EVSE parking spaces and 80 EV-capable parking spaces). An overarching electrification strategy is key to the cost effectiveness of all-electric construction. Simply swapping fossil fuel combustion equipment with equivalent electric equipment one for one during design may not be the most cost-effective solution. Improving the cost effectiveness of electrification may require different design solutions. The sizing of electric infrastructure is not granular. On-site transformers, service sizes, and other infrastructure components are available in standardized size increments, making the cost impact of electrification readiness dependent on how closely the infrastructure capacity corresponds to the planned loads. 90-97% of the cost increase for application of the Building Decarbonization Code to medium offices is attributable to the EVCI requirements. Retrofit costs for installing EV charging equipment after the building and parking spaces are constructed are 3-4 times the cost at new construction.

Given the cost of EVCI and our commuting distances, are operational EV chargers something we want to emphasize, relative to the relatively high benefit to cost of other provisions on net-zero codes? It seems like EV charging ready, plus a net-zero building, with the other landscaping provisions, may be cost effective for the developer, and be much of what we hope to see with new buildings here. If Moab wants to pursue this I would be curious to hear about the SLC RDA and Park City/Summit County processes.



Sommar Johnson <sommar@moabcity.org>

Pre-Annexation Agreement - TJ Moab Enterprises, LLC

Nathan Bracken <nbracken@shutah.law>

Mon, Oct 2, 2023 at 3:57 PM

To: Sommar Johnson <sommar@moabcity.org>, Cory Shurtleff <cshurtleff@moabcity.org>, Carly Castle <ccastle@moabcity.org>, Michael Black <mblack@moabcity.org>

Hi Sommar:

Carly has a stamp with my signature that she can use. This email will serve as my authorization to use the stamp for this agreement and should be kept in the file for this agreement.

However, I understand that Carly is off this week. Ben was authorized to use my stamp in Carly's absence, but I don't think we replaced Ben in this regard after his departure. If that's the case, I suggest that you work with Tye to get his signatures while we wait for Carly to return and use my signature stamp.

Please let everyone know if you have any questions.



Nathan Bracken

SMITH HARTVIGSEN PLLC
257 East 200 South, Suite 500
Salt Lake City, Utah 84111
801-413-1600
801-413-1620 fax
877-825-2064 toll free
nbracken@SHUtah.law
www.SmithHartvigsen.law

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From: Sommar Johnson <sommar@moabcity.org>
Sent: Monday, October 2, 2023 1:52 PM

Ent 552252 Bk 956 Pg 597

To: Nathan Bracken <nbracken@shutah.law>; Cory Shurtleff <cshurtleff@moabcity.org>; Carly Castle <ccastle@moabcity.org>; Michael Black <mblack@moabcity.org>
Subject: Pre-Annexation Agreement - TJ Moab Enterprises, LLC

****External Message****

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TJ MOAB ENTERPRISES LLC 1082 SOUTH HIGHWAY 191 PETITION FOR ANNEXATION STAFF REPORT



CITY OF MOAB PLANNING DEPARTMENT

To: Moab City Planning Commission
From: Anna Anglin, Planning & Zoning Administrator
Cory Shurtleff, Planning Director
Date: April 25, 2024
Re: Annexation of TJ Moab Enterprises LLC. Property,
Petition for Annexation

City Annexation Proposal

PROPERTY ADDRESS: 1082 S Highway 191, Moab, Utah 84532 (Currently in Grand County)

PARCEL ID NUMBER: 02-OSWE-0005 (.52 acres) Totaling Approximately 22,651 square feet.

CURRENT ZONING: Located in the Highway Commercial zone for Grand County

PROPOSED ZONING DISTRICT: C-4 General Commercial zone in Moab City Jurisdiction

REQUEST: TJ Moab Enterprises LLC is requesting their property be annexed into Moab City's jurisdiction. The subject property proposed to be annexed is approximately .52 acres; located at approximately 1082 South Highway 191, Grand County, Utah. The proposed annexation will bring the property into the City of Moab's jurisdiction. [Section 1.32](#) of the Moab Municipal Code Governs the Annexation of land into the City.

ATTACHMENTS:

- I. GRAND COUNTY ZONING MAP
- II. PROPOSED SITE PLAN
- III. FUTURE LAND USE MAPS
- IV. HC & C-4 MATRIX
- V. SITE PHOTOGRAPHS

PROJECT DESCRIPTION:

TJ Moab Enterprises LLC is the owner of the parcel of land located at approximately 1082 South Highway 191 in unincorporated Grand County. The total size of the property to be annexed is approximately .52 acres. The current Grand County zoning district for the property is HC Highway Commercial, with an unoccupied commercial building located on the property. If the property was to be annexed into the City of Moab jurisdiction, the applicant has requested they be designated in C-4 General Commercial Zone (see the vicinity map below for location of property). The proposed use, once annexed, will be a three-story building with mixed-use development of cafe/retail commercial space on the first floor with outdoor seating and office space on the second and third floor. There are no residential units proposed at this time.



The property to the north (across HWY 191) is currently a motel/ hotel use within Moab City Jurisdiction (C-4 zone); The property to the west is a retail and auto repair shop; the property to the east is a car dealership; and the properties to the south are residential uses. All are in unincorporated Grand County.

MOAB CITY

217 E. Center Street

Moab, Utah 84532-2534

Phone: 435-259-5129

PRE-ANNEXATION AGREEMENT:

As part of the Annexation process, the applicant has submitted a pre-annexation agreement. The agreement was received by the City of Moab on February 16, 2023, and was approved by the Moab City Council on September 12, 2023. The agreement would permit TJ Moab Enterprises LLC to develop the property as mixed-use with café, office, and retail commercial uses. In addition, the pre-annexation agreement will run with the land upon any change of ownership.

The following restrictions and terms are included within the pre-annexation agreement:

Zoning Designation

It is agreed that upon annexation of the property, the zoning will be designated as C-4 commercial zone.

Designated Uses

The petitioner is proposing to create a mixed-use development. The proposed uses are included on the concept site plan, which is attached as part of the pre-annexation agreement. However, the agreement will give flexibility to change the uses and does not restrict which use it can be changed to if it is allowed by right in the C-4 zoning district. As part of the agreement for the zoning designation, creating any new overnight accommodation would be prohibited. The C-4 zoning currently does not allow the creation of new overnight accommodation units.

In addition, the agreement would require that 100% of any newly created residential units be designated as Active Employment Units, in compliance with the Moab Municipal Code (MMC) Chapter 17.64 Active Employment Households. In compliance with the MMC, none of the residential units could be used for short-term rentals.

Sustainability Efforts

As part of the pre-annexation agreement, the future development of the parcel would be required to meet LEED requirements which includes the following:

- Bicycle Facilities
- Electric Vehicle Recharging Stations
- Rainwater Management
- Heat Island Reduction
- Light Pollution Reduction
- Outdoor Water Use Reduction
- Energy and water efficient construction

CITY OF MOAB GENERAL PLAN:

ANNEXATIONS:

As part of the annexation process, any newly incorporated areas should not create enclaves, meaning areas that are in Grand County that are surrounded by Moab City Jurisdiction. The property proposed to be annexed would not create any islands of Grand County Jurisdiction and the property is located along the Highway 191 Corridor which stays consistent with prior annexations within City boundaries.

The following statements are outlined in the General Plan, *Chapter 4- Community Vision*, which are general statements that were identified to be shared values the Moab Community expressed for their future.

- *Plan for a compact development pattern that makes efficient use of public facilities and services, encourages mixed uses, protects open spaces and minimizes urban sprawl.*

Allowing property along Highway 191 to be developed for commercial use is a natural process for future development. Most of Moab's commercial uses are established along the corridor. Continuing this development pattern maintains the natural flow of Moab's established and future uses.

- *Maintain and enhance Moab's small-town character, including safe and quiet neighborhoods, and commercial hubs offering a range of products and services.*

The establishment of office, retail, and a café along Highway 191 supports the need for commercial hubs and provides more opportunity for residents and tourists to access additional "products and services".

- *Recognize the value of Moab's surrounding landscape, including dark skies, solar access, and other natural resources to enhance the quality of life for community residents and to ensure the longevity of Moab's tourism industry.*

The City recently updated the landscaping standards to include water efficiency standards, a plant species list, and street tree requirements. Moab City has also updated the dark skies ordinance to allow for the ordinance to have more flexibility for new development. The proposed development will be subject to both updated ordinances.

- *Manage the landscape and resources on which the city depends, encouraging conservation and waste minimization, to sustain the city in perpetuity.*

This community value has been addressed by adding additional sustainability requirements for the development of this property through water conservation, energy conservation, and adding bicycle facilities along with other LEED established requirements.

Findings: The proposed pre-annexation agreement complies with Community Vision Values.

GENERAL PLAN MAPS:

The General Plan for Moab City includes a Boundary Map that outlines the areas surrounding Moab City's Jurisdiction that is designated for future incorporation into the City. This criterion is met with the proposed annexation of the subject property because the proposed area to be annexed is within the boundaries for future annexation. In addition, the Future Land Use Map designates this area for commercial uses making the proposed C-4 General Commercial zone consistent with the Future Land Use Map.

Findings: The proposed annexation complies with the Future Annexation Boundary Map and the proposed C-4 General Commercial Zoning is consistent with the Future Land Use Map.

ELEMENTS, GOALS AND POLICIES IN THE GENERAL PLAN

ELEMENT 1: ECONOMIC DEVELOPMENT

GOAL 1: Promote a vibrant local economy that supports the unique quality of life and character of Moab.

Policy 2: Weigh the costs and benefits of new commercial and industrial development while evaluating the required expansion of public facilities and services for those projects.

Action Step:

c. Ensure that infrastructure improvements that benefit new development be the financial responsibility of the new development.

Analysis: Any required infrastructure improvements for the new development will be identified through the Development Review Process. It is common for City Policy to require the developer to finance these improvements.

Findings: The proposed development will be obligated to make the infrastructure improvements identified during the Development Review Process and this policy will be met.

Policy 4: Facilitate the growth of local businesses and industries in a context appropriate to Moab. (size, scale, etc.)

Action Step:

a. Develop and enforce land use and design standards for commercial development.

Analysis: The proposed zoning lists setbacks and height limits for new development to create consistency with building height and mass in the C-4 zone. The City recently adopted a water-efficient landscape ordinance which requires street trees and other landscape elements to help unify and beautify new development along the Highway 191 Corridor. Section 12.08.060 outlines sidewalk, curbs and gutter requirements for new

developments along with requiring hard surfacing of driveways and parking areas. Other elements that will help reach this goal are the dark sky standards in the MMC by requiring certain types of light fixtures in order to maintain dark sky objectives.

Findings: The proposed development will need to meet setbacks, infrastructure, landscaping and lighting requirements. All of which are meant to create guidelines and design standards for new development.

Policy 10: Promote and enhance retail offerings that serve the everyday needs of residents and visitors.

Action Steps

b. Evaluate areas for adequate supply of appropriately zoned space.

Analysis: The City is in short supply of commercial zoning. The frontage along Highway 191 has historically been occupied by commercial uses. The added opportunities for retail, office, and restaurant uses will add commercial zoning and commercial space in an area that is beneficial to our community.

Findings: The proposed annexation will add additional commercial zoning in an appropriate area of the City.

ELEMENT 2: ENVIRONMENTAL SUSTAINABILITY

GOAL 6: Reduce energy resource waste and expand the community's use of renewable energy.

Policy 1: Encourage energy conservation.

Action Steps:

- a. Adopt measures to improve the energy efficiency of existing and future City buildings and vehicles, looking into the possibility of assuring new structures are net zero.**

Analysis: As part of the pre-annexation agreement, the applicant made an agreement with the City to meet LEED requirements. Any new construction will need to be water and energy efficient and have other sustainability features in a step to reach this goal.

Findings: The proposed development will meet this goal by having new construction be LEED certified.

ELEMENT 3: LAND USE AND GROWTH

GOAL 1: Encourage a diverse, compact, and efficient land use pattern that promotes resident quality of life and is aligned with the city's character, economy, and vision.

Policy 1: Encourage development to consider the appearance, design, financial impact, and amenities of the community.

Action Steps:

- a. Promote commercial centers that meet the everyday needs of residents and visitors.**
- b. Encourage mixed-use development where appropriate.**

Analysis: The City is in short supply of commercial space. The added opportunities for retail, office, and restaurant uses will be a benefit to our community by creating space where new commercial uses can be established. Any required infrastructure improvements for the new development will be identified through the Development Review Process. It is common for City Policy to require the developer to make these improvements.

Findings: The proposed development will add additional commercial space and will be obligated to make the infrastructure improvements identified during the Development Review Process and this policy will be met.

GOAL 13: CONSIDER ANNEXATIONS THAT PROVIDE A BENEFIT TO THE COMMUNITY.

Policy 1: Assess the impact on City services of each proposed annexation.

Action Steps:

- a. Prepare an annexation impact report on each proposed annexation which contains, at a minimum, analysis of zoning alternatives in addition to applicant request for compatibility with existing neighborhood as built.***

Analysis: The property proposed to be annexed is located along Highway 191, which is primarily used for commercial development. As part of the staff report, the General Plan was reviewed as to what the future land use map designates the property and what the boundaries are for newly annexed property into the City. The proposed zoning will help reach the goal of adding additional commercial uses to the current market. The C-4 zoning district allows for all the proposed uses and the project will be required to go through Site Plan Review Level II and meet all the requirements from the various City Departments.

Findings: The C-4 zoning will allow the proposed development to be used according to the pre-annexation agreement and the proposed site plan submitted with the annexation application will be required to go through Development Review Team Review and meet all applicable Moab City requirements.

- b. Require annexation agreements on all proposed annexations.***

Analysis: The City and applicant have been working on a pre-annexation agreement that will benefit the City and the applicant (Please see the pre-annexation agreement for details).

Findings: The proposed annexation will meet this requirement.

c. *Update the annexation policy to preserve and protect the interests of the City and to encourage annexation to pay for itself or occur in efficiently large amounts.*

Analysis: As part of the development process, any new infrastructure required to support the proposed development will be paid for by the developer.

Findings: The proposed annexation meets this requirement.

d. *Assess the impacts of proposed annexations where municipal services cannot be economically provided.*

Analysis: The current provider is SWCCA and the applicant will be working with them to provide the services needed for the proposed development. The City will not accrue any cost for this.

Findings: The proposed annexation meets this standard.

e. *Develop a master plan for each annexation area.*

Analysis: The proposed annexation meets the goals of the Future Land Use Map, Annexation Map, and the General Plan. The area that is being annexed is consistent with City goals and plans for this area.

Findings: The proposed annexation meets this requirement.

MOAB MUNICIPAL CODE:

Following annexation, the proposed development shall comply with the requirements for the C-4 zoning district and any other applicable sections of the Moab Municipal Code. The current Grand County zone, HC - Highway Commercial Zone, is comparable with permitted uses to the City of Moab C-4 General Commercial Zone. The primary difference between the Grand County Commercial zoning and the proposed C-4 zone is the maximum height in the C-4 zone is 40' and the County's HC zone allows a height of 35'.

General Requirements for Proposed Development:

The following processes may be required for the development of the property:

- Level II Site Plan Review [Section 17.67](#) of the Moab Municipal Code.
- Review for compliance with section 17.27 and 17.09 of the Moab Municipal Code.

Parking Requirements (Section [17.09.220](#)):

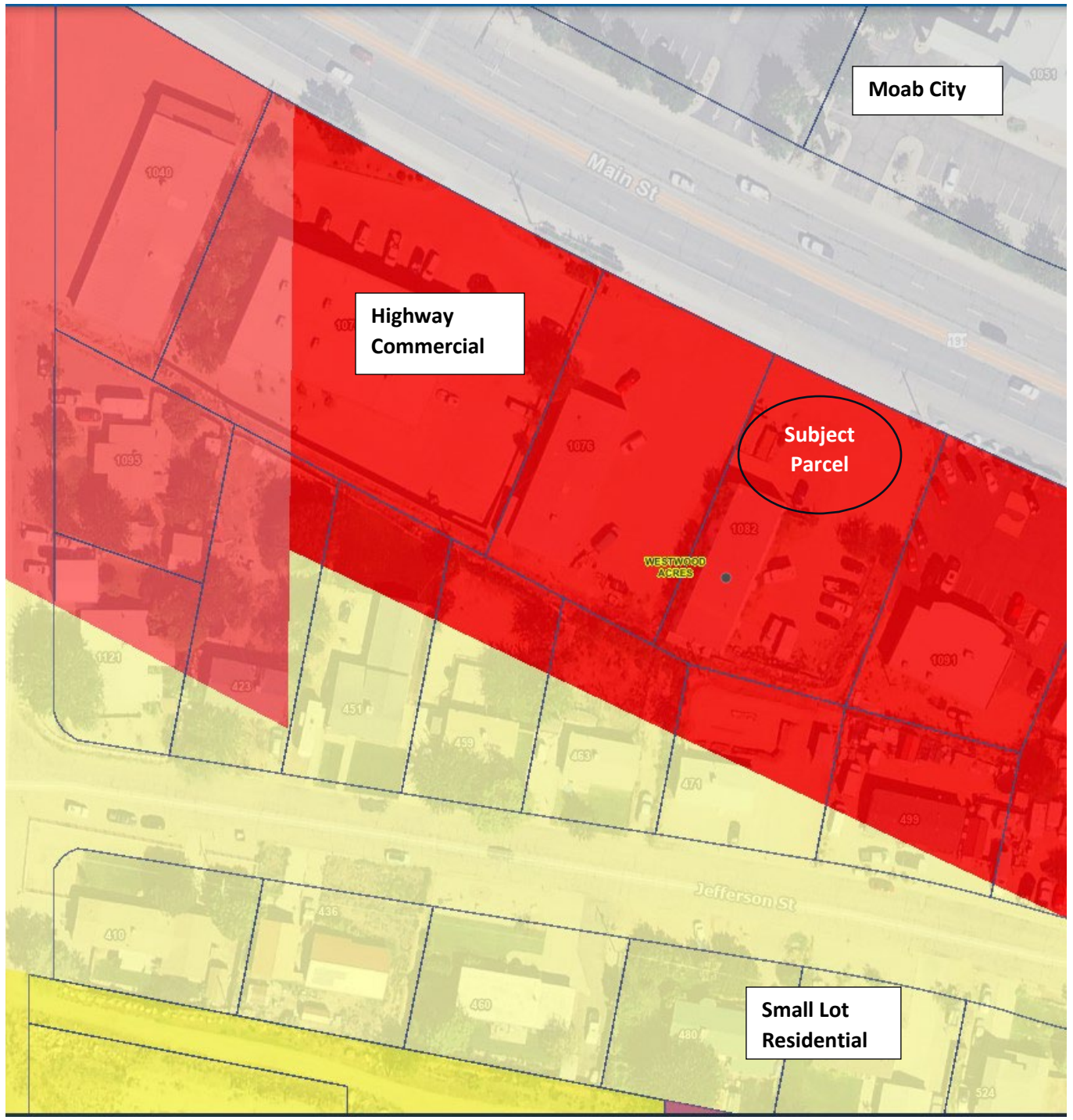
Parking table				
Use	Square footage/ per use	Parking Calculation	Required	Provided
Retail	1,485	1 space per 300 square feet	5	
Cafe	790	1 space per 200 square feet	4	
Office	6,645	1 space per 300 square feet	22	
Totals	8,920		31	31

Specific Requirements for the C-4 Zoning District:

This is the list of allowed uses in the C-4 Zone. Highlighted uses are similar uses allowed in the Current HC zone (Section [17.27.020](#)):

<i>Asphalt/Concrete Batching Plant, Temporary (Not to Exceed One Calendar Year)</i>	Farm equipment sales	Professional offices	Utility provider structures and buildings.
Assembly of appliances from previously prepared parts.	Funeral establishments.	Public facilities	Vehicle repair
Auction houses.	Ground-Floor Employee Dwellings.	Public and private research establishments	Vehicle sales
Auto body and fender shops, auto painting, welding, and sheet metal shops.	Gymnasiums	Recreational Vehicle Park or Campground (Established).	Warehouses
Bars.	Hardware stores and lumber yards	Restaurant with Outdoor Dining, Permanent	Wholesale establishments with stock on premises
Brewpubs	Historic Dwelling.	Restaurants with Outdoor Dining, Seasonal.	Wireless telecommunication towers
Caretaker dwellings	Hospitals	Retail establishments	
Day care.	Laboratories	Schools.	
Dwellings above the ground floor of a nonresidential structure	Manufactured Home Sales.	Secondhand stores	
Multi-household dwellings	Manufacturing, compounding, and processing.	Self-storage warehouses	
Eating establishments.	Microbreweries and distilleries	Service establishments.	
Engraving and printing establishments	Parking lots (commercial)	Service stations	
Established Overnight Accommodations.	Places of Worship.	Trucking companies.	

I. GRAND COUNTY ZONING MAP



I. PROPOSED SITE PLAN



ND LLC
20009

U.S. HWY 191

AL= 117.28
R= 4871.20
E= 9.65704567E
17.28°

CITY OF MOAB ZONING
C-4 GENERAL COMMERCIAL ZONE

25' FRONT SETBACK
15' LANDSCAPED STRIP ADJACENT TO PUBLIC STREETS

SITE = 0.52 ACRES
MAX. LOT COVERAGE OF 77% PERMITTED USE
15% TOTAL LOT AREA

PARKING REQS:
RETAIL - 1.8 P/100 SF
OFFICE - 1.8 P/100 SF
RESTAURANT - 1.8 P/100 SF

PROPOSED BUILDING OCCUPANCY:
RETAIL - 4 SPACES
OFFICE - 1,346 SF - 22 SPACES
RESTAURANT - 6,346 SF - 22 SPACES

31 PARKING REQ.
31 PARKING SPACES PROVIDED
INCL. 2-3X ACCESSIBLE SPACES

*** THIS ALL ASSUMES WE CAN PLACE
PARKING IN THE REAR UTILITY EXISTENCE ***

SHUMWAY - MIXED USE

1082 S MAIN STREET
MOAB, UT 84532

SITE PLAN

1 SITE PLAN
1/32" = 1'-0"

AP010
SHEET NUMBER

ARCH
ARCHITECTURAL SQUARED

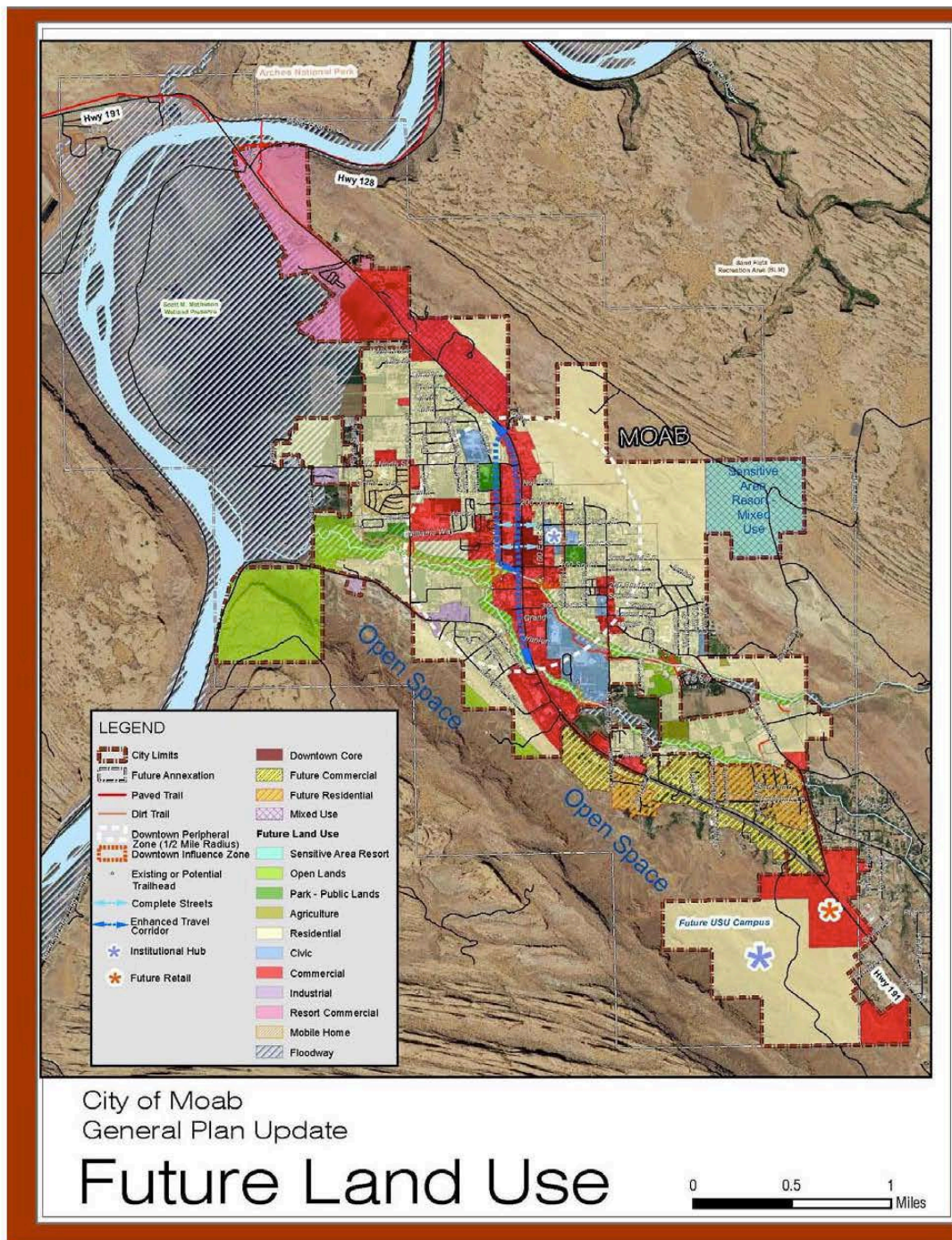
Info@Arch-Squared.com
PO BOX 1153, MOAB, UTAH 84532
512-656-1745

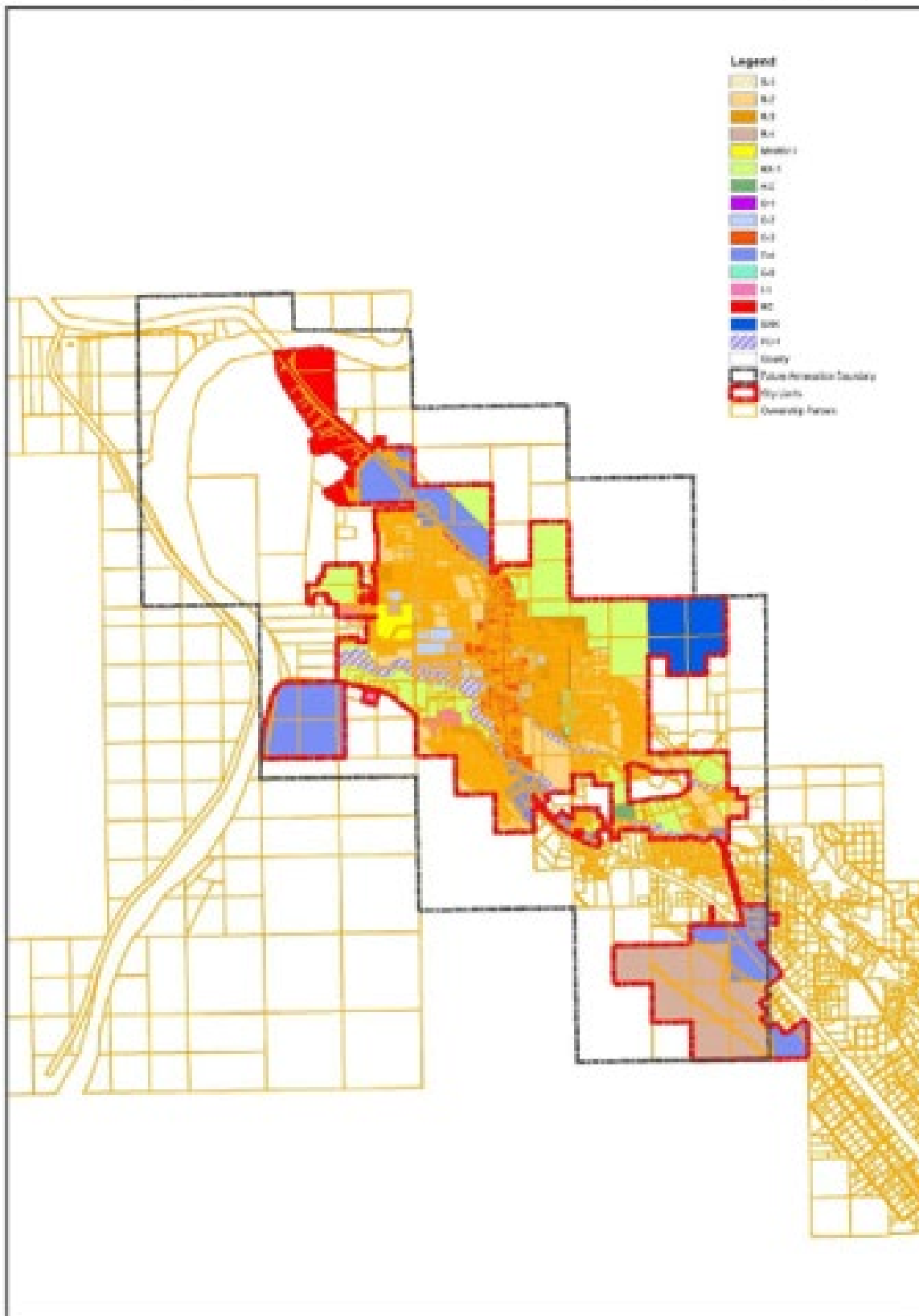


NOT FOR
CONSTRUCTION

MOAB CITY
217 E. Center Street
Moab, Utah 84532-2534
Phone: 435-259-5129

II. GENERAL PLAN MAPS





III. HC&C-4 MATRIX

HC Highway Commercial Grand County

HC, Highway Commercial zone's objective is:
The HC, Highway Commercial District is designed to accommodate commercial activities that are dependent upon vehicular activity. In addition to the use and lot design standards of this section, development in the HC, Highway Commercial District shall be in compliance with all other applicable provisions of this LUC.

Screening and Buffer Requirements when adjacent to Residential Uses:

Nonresidential and multifamily residential development, including off-street parking areas associated with such development, shall be screened from property in a Protected Zone District pursuant to subsection A of this section or that contains a single-family or duplex use. Such visual screening shall be accomplished through siting and layout, the use of opaque fences, vegetative buffers, and berm (s) or a combination of such techniques along the lot line that is adjacent to property in a Protected Zone District pursuant to subsection A of this section or that contains a single-family or duplex use.

Specific Requirements for the HC Zoning District

Height Limit	35'
Yard requirements	Front: 20' Side: 10' Rear: 20'
Allowed Lot Coverage:	NA
Parking: Office Retail Cafe	1 per 250 sq ft 1 per 200 sq ft 1 per 3 seats

List of allowed uses in the HC Zone:

- Dwelling, single-family
- Zero lot line house
- Alley-loaded house
- Dwelling, two-family (duplex)
- Townhouse
- Dwelling, multi-family
- Manufactured home
- Manufactured home community (C)
- Upper Story Residential
- Group Home
- Group Living (Boarding House)
- Community Service
- Daycares
- College/ University
- All other educational
- County or state shop/ storage yard
- Government Facilities
- All institutions
- Hospital or clinic
- All other medical facilities
- All other parks and open areas
- Service and rentals (C)
- Airport and heliport, emergency operations
- ATV outfitter, guide All personal service-oriented uses
- Building materials, sales and yard
- Greenhouse or nursery, wholesale or retail
- All other sales-oriented uses
- Repair services, general
- Repair services, limited
- RV and boat storage
- Self-storage uses
- Auto repair garage
- Car Wash
- Fuel Service
- Limited vehicle service
- Vehicle sales, rental or leasing facility (non-ATV sales)
- ATV sales (C)
- Warehouse, commercial
- Food Processing (C)
- Woodworking and cabinet shops (C)
- Impound lot (C)
- Manufacturing and production
- Contractor services
- Fruit and vegetable stand
- Winery (C)

C-4 General Commercial Moab City

The C-4 General Commercial zone's objective is:
The C-4 general commercial zone has been established as a district in which the primary use of the land is for business and light industrial purposes. Another objective of the zone is to facilitate the development of attractive entrances to the City. The C-4 zone is characterized by clean, well-lighted and landscaped streets, ample pedestrian ways and vehicular parking lots for the convenience and safety of the public. In order to accomplish the objectives and purposes of this title and to promote the characteristics of this zone, the regulations set out in this chapter shall apply in the C-4 zone.

Screening and Buffer Requirements when adjacent to Residential Uses:

Zoning	Screening	Buffer
C-4	6' Height Opaque	10' starting at property line

Specific Requirements for the C-4 Zoning District:

Height Limit	40'
Setback requirements	Front: 25' Side: 0' Rear: 0'
Allowed Lot coverage	50%
Parking: Office Retail Cafe	1 per 300 sq ft 1 per 300 sq ft 1 per 200 sq ft

List of allowed uses in the C-4 Zone:

- Asphalt/Concrete Batching Plant, Temporary (Not to Exceed One Calendar Year).
- Assembly of appliances from previously prepared parts.
- Auction houses.
- Auto body and fender shops, auto painting, welding and sheet metal shops.
- Bars.
- Brewpubs.
- Caretaker dwellings.
- Day care.
- Dwellings above the ground floor of a nonresidential structure.
- Multi-household dwellings on ground floor
- Eating establishments.
- Engraving and printing establishments.
- Established Overnight Accommodations.
- Farm equipment sales.
- Funeral establishments.
- Ground-Floor Employee Dwellings.
- Gymnasiums.
- Hardware stores and lumber yards.
- Historic Dwelling
- Hospitals.
- Laboratories
- Manufactured Home Sales.
- Manufacturing, compounding and processing.
- Microbreweries and distilleries.
- Parking lots (commercial).
- Places of Worship
- Professional offices.
- Public facilities.
- Public and private research establishments.
- Recreational Vehicle Park or Campground
- Restaurant with Outdoor Dining, Permanent.
- Retail establishments.
- Schools
- Second hand stores
- Service establishments
- Service stations
- Trucking companies
- Utility provider structures and buildings
- Vehicle repair.
- Vehicle sales.
- Warehouses.
- Wholesale establishments with stock on premises.
- Wireless telecommunication towers

IV. SITE PHOTOGRAPHS





SHUMWAY ANNEXATION POLICY MATRIX

MUNICIPAL CODE ANALYSIS

SECTION: 1.32.030

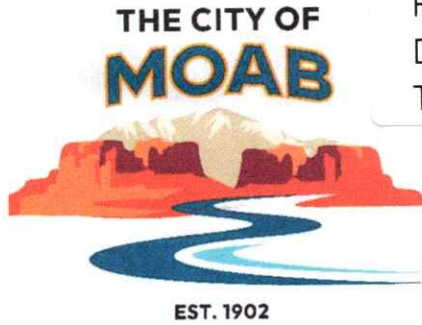
Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030A.	A. Pursuant to U.C.A. 10-2-401.5, the City hereby adopts the following annexation policy declaration.	Complies	
Annexation Policy Plan	1.32.030A.	1. Sound urban development is essential to the continued economic development of this state;	Complies	Moab City has adopted an annexation policy consistent with state law.
Annexation Policy Plan	1.32.030A.	2. Municipalities are created to provide urban governmental services essential for sound urban development and for the protection of public health, safety and welfare in residential, commercial and industrial areas, and in areas undergoing development;	Complies	The proposed annexation will go through the proper procedures as indicated in the MMC for noticing and public hearings.
Annexation Policy Plan	1.32.030A.	3. Municipal boundaries should be extended, in accordance with specific standards, to include areas where a high quality of urban governmental services is needed and can be provided for the protection of public health, safety and welfare and to avoid the inequities of double taxation and the proliferation of special service districts;	Complies	The proposed annexation is within the boundaries of the annexation boundary map found in the General Plan. It will not create a special service district or issues with public, health, safety, or welfare.
Annexation Policy Plan	1.32.030A.	4. Areas annexed to municipalities in accordance with appropriate standards should receive the services provided by the annexing municipality as soon as possible following the annexation;	Complies	The annexation application met all submittal requirements
Annexation Policy Plan	1.32.030A.	5. Areas annexed to municipalities should include all of the urbanized unincorporated areas contiguous to municipalities, securing to residents within the areas a voice in the selection of their government;	Complies	The noticing requirements for Grand County have been met.
Annexation Policy Plan	1.32.030A.	6. Decisions with respect to municipal boundaries and urban development need to be made with adequate consideration of the effect of the proposed actions on adjacent areas and on the interests of other government entities, on the need for and cost of local government services, and the ability to deliver the services under the proposed actions and on factors related to population growth and density and the geography of the area; and	Complies	The annexation will use existing infrastructure and will not have an impact on the cost of local government services. The annexation is in line with the General Plan for Moab City.
Annexation Policy Plan	1.32.030B.	B. Map showing the anticipated future extent of the City of Moab's boundaries and areas that are more readily available for service.	Complies	
Annexation Policy Plan	1.32.030B.	1. This portion of the City of Moab's Master Annexation Policy declaration describes the geographic areas considered most favorable for future city expansion.	Complies	The parcels are located in an area recommended for future expansion.
Annexation Policy Plan	1.32.030B.	2. The map (which is on file at the City clerk's office) visually displays the existing boundaries of the City of Moab in a green line and the future boundaries by a black line. The future boundaries include the following description:	Complies	The parcels to be annexed are within the future annexation boundaries of the Future Land Use Map.
Annexation Policy Plan	1.32.030C.	C. Criteria as required by state law, together with additional criteria and policies for city acceptance of an annexation.	Complies	
Annexation Policy Plan	1.32.030C.	1. The City endorses the intent of the Utah Annexation Act, U.C.A. 10-2-401, et seq., as amended. Criteria for annexation of property to the City are as follows:	Complies	
Annexation Policy Plan	1.32.030C.	a. The property must be contiguous to the boundaries of the City.	Complies	The MMC Annexation policy gives instructions to meet Utah State Code.
Annexation Policy Plan	1.32.030C.	b. The property must lie within the area projected for the City municipal expansion.	Complies	The parcel is within the Future Land Use Map, Annexation Boundaries Map, and is not in an isolated location.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030C.	c. The property must not be included within the boundaries of another incorporated municipality.	Complies	The parcel to be annexed is in an unincorporated Grand County area.
Annexation Policy Plan	1.32.030C.	d. The annexation must not create unincorporated islands within the boundaries of the City.	Complies	The annexation will not create a non existing island within unincorporated Grand County
Annexation Policy Plan	1.32.030C.	e. The property proposed to be annexed hereunder will not be annexed for the sole purpose of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area.	Complies	The annexation will meet all the criteria for annexation and was not selected based on revenue gain.
Annexation Policy Plan	1.32.030C.	2. The City will evaluate the following for each annexation:	Complies	
Annexation Policy Plan	1.32.030C.	a. Compliance with all requirements of appropriate state code provisions.	Complies	Moab City's Annexation policy is based on Utah State Code and any annexations reviewed will reflect state code requirements.
Annexation Policy Plan	1.32.030C.	b. The current and potential population of the area, and the current residential densities.	Complies	The proposed annexation will be for commercial uses. If the property were to be used for residential, it would need to meet the Active Employment Housing Ordinance.
Annexation Policy Plan	1.32.030C.	c. Land uses proposed in addition to those presently existing.	Complies	The property fronts on highway 191, which is an appropriate location for commercial uses.
Annexation Policy Plan	1.32.030C.	d. The assessed valuation of the current properties or proposed uses.	Complies	The proposed use will develop a property that is otherwise underutilized.
Annexation Policy Plan	1.32.030C.	e. The potential demand for various municipal services, especially those requiring capital improvements.	Complies	Any required improvements will be identified during the Development Review Team and permitting process.
Annexation Policy Plan	1.32.030C.	f. Recommendations of other local government jurisdictions regarding the proposal and potential impact of the annexation.	Complies	Moab City has not yet received feedback from other jurisdictions.
Annexation Policy Plan	1.32.030C.	g. How the proposed area, and/or its potential land uses would contribute to the achievement of the goals and policies of the City.	Complies	The proposed annexation will meet the following goal: <ul style="list-style-type: none"> ●Promote a vibrant local economy that supports the unique quality of life and character of Moab. ●Reduce energy resource waste and expand the community's use of renewable energy. ●Encourage a diverse, compact, and efficient land use pattern that promotes resident quality of life and is aligned with the city's character, economy, and vision. ●Promote appropriate commercial development while maintaining quality of life for residents. ●Consider annexations that provide a benefit to the community
Annexation Policy Plan	1.32.030C.	h. Identification of any special districts or county departments that are currently providing services. If the proposed area is receiving services that are to be assumed by the City, a statement should be included indicating that steps can be taken to assure an effective transition in the delivery of services. A timetable for extending services should be included if the City is unable to provide services immediately. If the proposed area is receiving services that are not going to be assumed by the City a statement to that effect will be included in the annexation agreement.	Complies	The parcel is not in a special purpose district. The parcel has existing utility services provided and there are no plans of making changes to the existing services.
Annexation Policy Plan	1.32.030C.	I. If an application for annexation includes a specific proposal for urban development, an understanding as to the provision of improvements should be concluded between the City and the applicant.	Complies	The pre-annexation agreement outlines how these requirements will be met.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030C.	3. In order to facilitate orderly growth, the following city policies will apply to every annexation proposal. However, compliance with any policy not expressly required by state law is not mandatory, and failure to comply with any policy not expressly required by state law shall in no way affect or jeopardize an annexation petition that otherwise meets the standards established in the Utah Code.	Complies	
Annexation Policy Plan	1.32.030C.	a. The City's policy is to consider annexation only in those areas where the City has the potential to provide urban services (either directly or through interlocal cooperative agreement). These areas may include locations served or to be served by city utilities, electrical service, police and fire protection facilities, etc.	Complies	The parcel is located where there are existing services and are reasonably accessible by City services such as Fire and Police.
Annexation Policy Plan	1.32.030C.	b. The City declares its interest in those areas identified in this policy declaration and other areas lying within one-half mile of the City's boundary. Any urban development as defined by state law proposed within this specified area is subject to review and approval of the City as provided in U.C.A. 10-2-418, as amended.	Complies	The City and applicant have come to a pre-annexation agreement identifying any issues pertaining to this.
Annexation Policy Plan	1.32.030C.	c. Due to the extraterritorial powers granted as part of the Utah Boundary Commission Act, the City may exercise its initiative to prepare and adopt a General Plan for future development in those extraterritorial areas of interest for future annexation, as indicated in this policy declaration. This General Plan will define proposed land uses, nature, and density of development desired by the City in each particular area. Once this ordinance is adopted, any proposed development in an area to be annexed must conform to the General Plan, notwithstanding said plan may be amended from time to time as deemed necessary and appropriate.	Complies	The proposed annexation and use of property complies with the General Plan for Moab City.
Annexation Policy Plan	1.32.030C.	d. It is the policy of the City to require new development in annexed areas to comply with all city standards and regulatory laws. Proposed actions to be taken to overcome deficiencies should be identified and costs estimated.	Complies	Any issues with the proposed development will be identified through the site plan review and permitting process.
Annexation Policy Plan	1.32.030C.	e. To avoid creation of islands and peninsulas, unincorporated territory and publicly-owned land such as roadways, schools, parks or recreational land, may be annexed as part of other logical annexations.	Complies	This is not a factor in the annexation
Annexation Policy Plan	1.32.030C.	f. In order to facilitate orderly growth and development in the City, the Planning Commission may review a proposed annexation and make recommendations to the City Council concerning the parcel to be annexed, the effect on city development, and the recommended zoning district designation for the proposed annexed area. Review by the Planning Commission is not a requirement for annexation, and approval from the Planning Commission is not necessary for annexation.	Complies	The City will obtain input from Planning Commission.
Annexation Policy Plan	1.32.030C.	g. The City Council shall designate the zoning for the territory being annexed in the ordinance annexing the territory. The zoning designations must be consistent with the General Plan. The City Council shall not be bound by the zoning designations for the territory prior to annexation. Nothing in this section shall be construed as allowing the City Council to change zoning designations in areas that are already within the municipal boundaries, without following the procedures for zoning amendments found in the City code.	Complies	The future land use (FLU) map designates the property for commercial development. The proposed use is a mix use of retail, office, and restaurant. All three uses are allowed in the C-4 zoning district. C-4 is a commercial zoning and the FLU supports the proposed zoning.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030D.	1. The areas anticipated for future annexation contain a wide variety of land uses. There is vacant land, as well as residentially developed property, and property developed and being developed for commercial uses.	Complies	The property fronts on Highway 191. The proposed development will have a mix of commercial uses with the option of residential use if they meet the AEH regulations as outlined in the pre-annexation agreement.
Annexation Policy Plan	1.32.030D.	2. The City was incorporated in December 20, 1902 and has entertained numerous proposals for annexation since that time. Recent interest in annexation has been shown by many surrounding property owners. This policy declaration will help to define those areas that the City will consider in a favorable manner.	Complies	The parcel is within the boundaries for future growth on the future land use map
Annexation Policy Plan	1.32.030E.	E. The need for municipal services in developing unincorporated areas.	Complies	
Annexation Policy Plan	1.32.030E.	1. The City recognizes that municipal services to developed areas which may be annexed should, to the greatest extent possible, be provided by the City. It may, however negotiate service agreements in annexing areas.	Complies	The current services will continue to be provided for the property once it is annexed.
Annexation Policy Plan	1.32.030E.	2. For developing unincorporated areas to be annexed to the City, general government services and public safety service will be provided by the City as the area is annexed and developed. Where feasible and in the public interest to the citizens of the City, public utility services will be provided by the City or through the appropriate utility companies or improvement districts.	Complies	The City will provide municipal services to the newly annexed parcel.
Annexation Policy Plan	1.32.030E.	3. Subsequent policy declarations on individual parcels will address provision of utility service to that particular area. Determination of how utility service will be provided to developing areas proposed for annexation will be developed following discussion with the public works department and other appropriate utility officials or entities.	Complies	The service providers will be identified and the proposed development will meet the providers requirements through the Development Review Process.
Annexation Policy Plan	1.32.030F.	F. Financing and time frame for the extension of municipal services.	Complies	
Annexation Policy Plan	1.32.030F.	1. Those areas identified in this master policy declaration as being favorable for annexation are located near to the City. A basic network of collector roads presently exists in many of these areas and the City can readily extend such services as police protection, street maintenance, and general government services. Unless otherwise specified, city services for police and street maintenance will begin in newly annexed areas immediately following the effective date of annexation.	Complies	The parcel can be accessed and serviced by existing driveways and roads.

Title	Section	Factor	Finding	Rationale
Annexation Policy Plan	1.32.030F.	2. Services for newly annexed areas will be provided for out of the general and/or enterprise funds. However, it is the City's policy that all new development in areas requiring service bears the burden of providing necessary facilities. If and when the property sought to be annexed is developed, the developer will have to construct and install appropriate municipal service facilities such as streets, curb, gutter, sidewalk, water and sewer lines, as provided by city code. Construction of water and/or sewer line extensions involving multiple properties will be phased to coincide with the financial readiness of said property owners and the City.	Complies	The property owner will be required to obtain all necessary approvals and building permits for the development of the property
Annexation Policy Plan	1.32.030F.	3. If services in an annexed area are substandard, then the financing of improvements to bring the area up to city standards may be necessary through such means as a special improvement district. The City may decline to annex areas that contain significant substandard improvements. The site annexation policy declaration, submitted with individual annexations, will identify a schedule for necessary improvements to the area.	Complies	The parcel is serviced by GWSSA and will be continued to be serviced by them. If improvements are necessary, then GWSSA will notify the property owner.
Annexation Policy Plan	1.32.030F.	4. Unless otherwise agreed by the City in writing, the annexation of real property into the municipal, limits shall not obligate the City to construct or install utilities or other public infrastructure. The decision to extend or install such improvements shall be vested solely in the discretion of the City Council.	Complies	The pre-annexation agreement does not include any City required improvements to infrastructure.
Annexation Policy Plan	1.32.030G.	G. The estimate of tax consequences. The estimate of tax consequences to residents in both new and old territory of the City resulting from the proposed future annexations cannot be accurately assessed at this time. As each annexation proposal occurs, the City will review the tax consequences of that annexation.	Complies	This will be assessed at the time of building permit issuance.
Annexation Policy Plan	1.32.030H	H. <i>Affected entities. The following is a list of potentially-affected entities, to which copies of the annexation policy declaration has been supplied prior to its adoption. In addition, as annexation proposals occur, the entities affected by the proposed annexation will be notified.</i>	Complies	All proper noticing was sent



Application no. 24-0004
Received by: 2-21-24
Date received: SOMMAIR JOHNSON
Treasurer receipt no. 166742229
\$600.00

PETITION FOR ANNEXATION

We, the undersigned owners of certain real property, hereby submit this Petition for Annexation and respectfully represent the following:

1. That this petition and the annexation meet the requirements of the Utah Code and the Moab City Municipal Code.
2. That the real property is described as follows:

Approximate location: 1082s. Main st. Moab Utah 84532

Legal description:

Lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand
County Recorder.

3. That up to five of the signers of this petition are designated as sponsors, one of whom is designated as the contact sponsor, with the name and mailing address of each sponsor indicated as follows:

Contact Sponsor

Mailing Address

Tye Shumway

285s. 400e. Moab utah 84532

Contact Sponsor

Mailing Address

-
-
4. That this petition is accompanied by the following documents:
 - a. An accurate and recordable map, prepared by a licensed surveyor, of the area proposed for annexation.
 - b. A copy of the notice of intent sent to affected entities.
 - c. A list of the affected entities to which notice was sent.
 5. A copy of this petition and the accompanying map was also delivered or mailed to the Grand County Clerk and the chair of the Moab City Planning Commission.
 6. That the petitioner(s) request the property, if annexed, be zoned C-4 General Commerical.
 7. That the petitioner(s) acknowledge that the City may charge them for any fees and costs the City incurs in reviewing and processing the annexation.
 8. For annexations involving real property owned by a public entity other than the federal government, this petition contains the signatures of the owners of all of the publicly owned real property located within the area proposed for annexation.
 9. For annexations involving private real property, that this petition contains the following signatures from real property owners that:
 - a. Own 100% of rural real property within the area proposed for annexation, if any;
 - b. Own 100% of private real property within the area proposed for annexation if the area is located within an agricultural protection area;
 - c. Covers a majority of the private land area within the area proposed for annexation; and
 - d. Is equal in market value to at least 1/3 of the market value of all private real property within the area proposed for annexation.

Notice: There will be no public election on the annexation proposed by this petition because Utah law does not provide for an annexation to be approved by voters at a public election. If you sign this petition and later decide that you do not support the petition, you may withdraw your signature by submitting a signed, written withdrawal with the recorder or clerk of the City of Moab. If you choose to withdraw your signature, you shall do so no later than 30 days after the City of Moab receives notice that the petition has been certified.

<u>Petitioner</u>	<u>Signature</u>	<u>Acres</u>	<u>Market Value</u>	<u>Tax ID Number</u>
TJ Moab Enterprises		.52	1,100,000.00	02-0SWE-0005



88 East Center Street
Moab, UT 84532
435.259.8171

STANDARD LEGEND

PROP. CORNER FOUND	WATER LINE	CLEAN CUT
PROP. CORNER SET	WATER VALVE	RAIN WATER LINE
PROP. CORNER SET	WATER METER	SHOWER MANHOLE
PROP. CORNER SET	WATER MANHOLE	CABLE BOX
PROP. CORNER SET	HYDRANT	CABLE PRELINAL
PROP. CORNER SET	TELEPHONE PRELINAL	STOP SIGN
PROP. CORNER SET	TELEPHONE	DISH
PROP. CORNER SET	GAS METER	379
PROP. CORNER SET	GAS PRELINAL	CONTOURS
PROP. CORNER SET	GAS LINE	380
PROP. CORNER SET	CEMENT	381
PROP. CORNER SET	CEMENT	382
PROP. CORNER SET	CEMENT	383
PROP. CORNER SET	CEMENT	384
PROP. CORNER SET	CEMENT	385
PROP. CORNER SET	CEMENT	386
PROP. CORNER SET	CEMENT	387
PROP. CORNER SET	CEMENT	388
PROP. CORNER SET	CEMENT	389
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PROP. CORNER SET	CEMENT	391
PROP. CORNER SET	CEMENT	392
PROP. CORNER SET	CEMENT	393
PROP. CORNER SET	CEMENT	394
PROP. CORNER SET	CEMENT	395
PROP. CORNER SET	CEMENT	396
PROP. CORNER SET	CEMENT	397
PROP. CORNER SET	CEMENT	398
PROP. CORNER SET	CEMENT	399
PROP. CORNER SET	CEMENT	400

PROJECT TYPE:
ENGINEERING SURVEY

PROJECT ADDRESS:
1082 US-191
Moab, Utah 84532

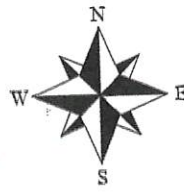
PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
TY SHUMWAY

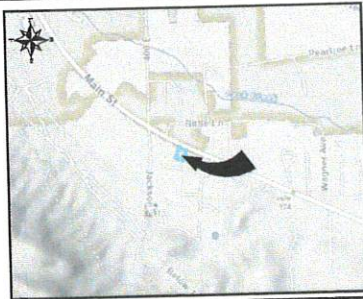
DATE:
10/5/22

JOB NUMBER:
188-22

SHEET 1 OF 1



SCALE: 1" = 20'

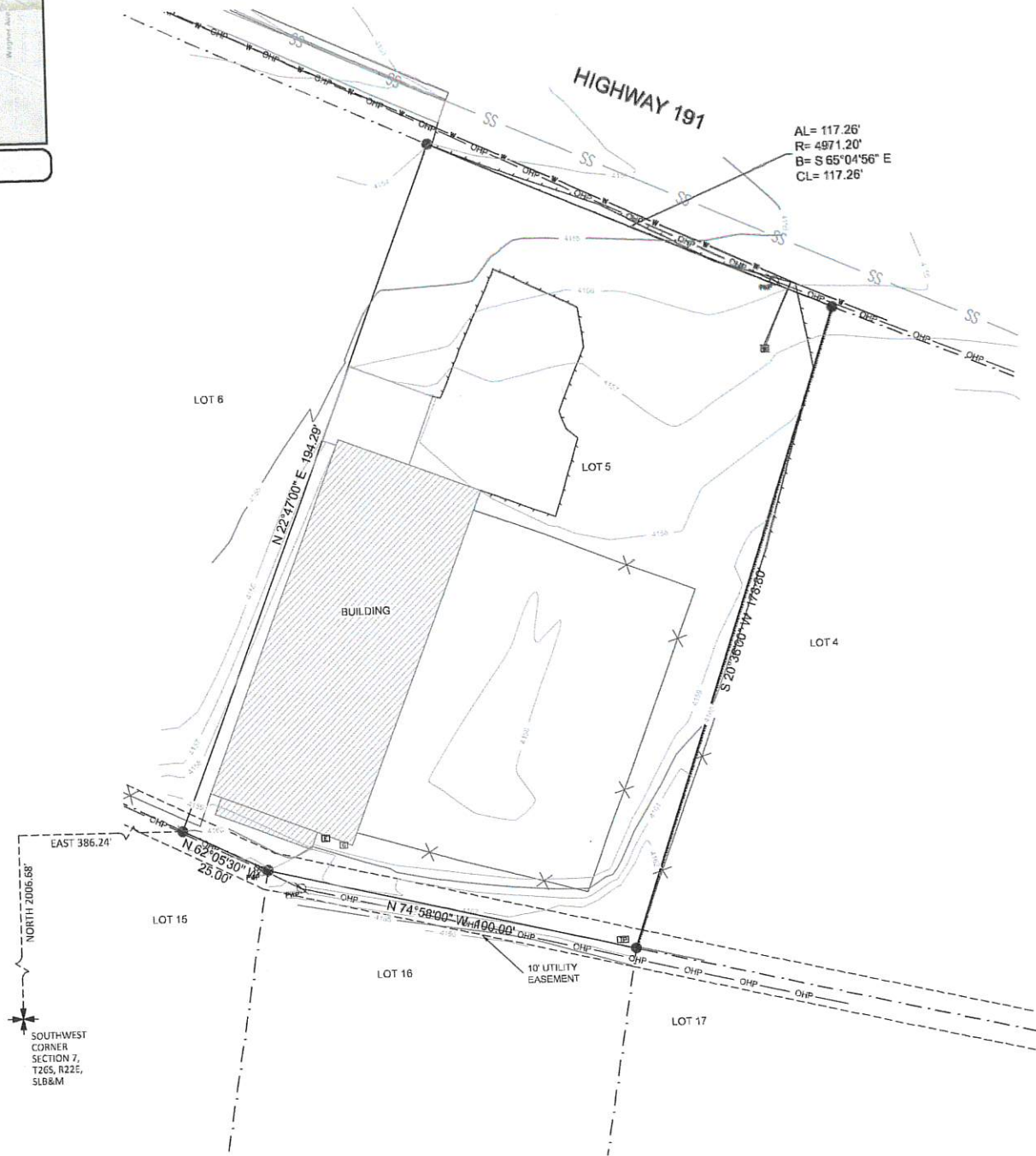


VICINITY MAP

NOT TO SCALE

ENGINEERING SURVEY

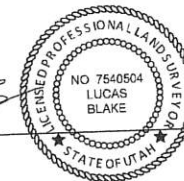
LOCATED WITHIN
THE NORTHEAST QUARTER OF SECTION 1, T26S, R21E, S1B&M



SURVEYOR'S CERTIFICATION

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

Lucas Blake
License No. 7540504



Lucas Blake
License No. 7540504

10/5/22
DATE

LEGAL DESCRIPTION

Lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand County Recorder.

SURVEYOR NOTES

COORDINATE SYSTEM UTAH STATE PLANE CENTRAL (NAD83, US SURVEY FEET)
NAVD88 VERTICAL DATUM (US SURVEY FEET)

THE INTENT OF THE SURVEY IS TO MONUMENT OR LOCATE ORIGINAL PROPERTY CORNERS. THE SURVEY WAS PERFORMED USING BEST LEGAL EVIDENCE OF OCCUPATION IMPROVEMENTS LOCATED ON THE GROUND. OUR RESEARCH AND SITE WORK HAS DETERMINED NOTES OF IMPORTANCE AS FOLLOWS.

1. LOCATED LOT CORNERS OF PREVIOUS SURVEY



Know what's below
Call before you dig

FLOOD DATA This property is in Zone X
of the Flood Insurance Rate Map, Community Panel No. 49019C17660
which has an effective date of APRIL 2, 2009 and is NOT in a Special
Flood Hazard Area. Field surveying was not performed to determine this zone.
An elevation certificate may be needed to verify this determination or apply
for an amendment from the Federal Emergency Management Agency.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES,
WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT
OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE
UTILITY DATA. THIS SURVEYOR DOES NOT MAKE STATEMENTS OF ACCURACY
BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE
REPORT RED DESERT LAND SURVEYING, LLC MAKE NO GUARANTEES AS TO THE
SIZE, LOCATION, OR EXISTENCE OF EASEMENTS, RIGHT OF WAY, SETBACK LINES,
AGREEMENTS OR OTHER SIMILAR MATTERS

Grand County
125 East Center
Moab, Utah 84532

Grand County School District
264 South 400 East
Moab, Utah 84532

Moab Fire Department
45 South 100 East
Moab, Utah 84532

Grand Water & Sewer Agency
3025 East Spanish Trail
Moab, Utah 84532
259-8121

Grand County Hospital Service District
245 West Williams Way
Moab, Utah 84532

Health Department of Southeastern Utah
149E 100S
Price, Utah

Cemetery District
2651 spanish Valley Dr.
Moab, Utah 84532

Moab Mosquito Abatement District
1000E Sand flats Rd
Moab, Utah 84532

Grand County Library Board
275E center st
Moab, Utah 84532

Solid Waste District
2295S Hwy 191
Moab, Utah 84532

Recreation District
P.O. Box 715
Moab, Utah 84532

Grand County Boundary Commission
125 East Center
Moab, Utah 84532

Notice of Intent to File a Petition to Annex

Attention: Your property may be affected by a proposed annexation.

Records show that you own property within an area that is intended to be included in a proposed annexation to City of Moab ("**Moab**") or that is within 300 feet of that area. If your property is within the area proposed for annexation, you may be asked to sign a petition supporting the annexation. You may choose whether or not to sign the petition. By signing the petition, you indicate your support of the proposed annexation. If you sign the petition but later change your mind about supporting the annexation, you may withdraw your signature by submitting a signed, written withdrawal with the Moab recorder or clerk within 30 days after Moab receives notice that the petition has been certified.

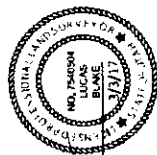
There will be no public election on the proposed annexation because Utah law does not provide for an annexation to be approved by voters at a public election. Signing or not signing the annexation petition is the method under Utah law for the owners of property within the area proposed for annexation to demonstrate their support of or opposition to the proposed annexation.

You may obtain more information on the proposed annexation by contacting (Tye Shumway 285s 400e Moab Ut 84532, (Tye@twconstruct.com), Sommar Johnson Moab City Recorder 217 E. Center Street, Moab Utah 84532 sommar@moabcity.org, or John Cortes Grand County Recorder 125 E. Center Street, Moab, Utah 84532, jcortes@grandcountyutah.net. Once filed, the annexation petition will be available for inspection and copying at the office of the Moab City Recorder.

The parcel numbers of the parcels to be annexed are Grand County Parcel Nos. [02-0SWE-0005](#)

A map identifying the area proposed for annexation is also enclosed.

In any state, certainly that a professional, or "saver," as prescribed under the laws of the State of Iowa and that had been no "saver," it being simply that a person was made to the property described below, and the findings of that survey were, in a certain

[illegible]

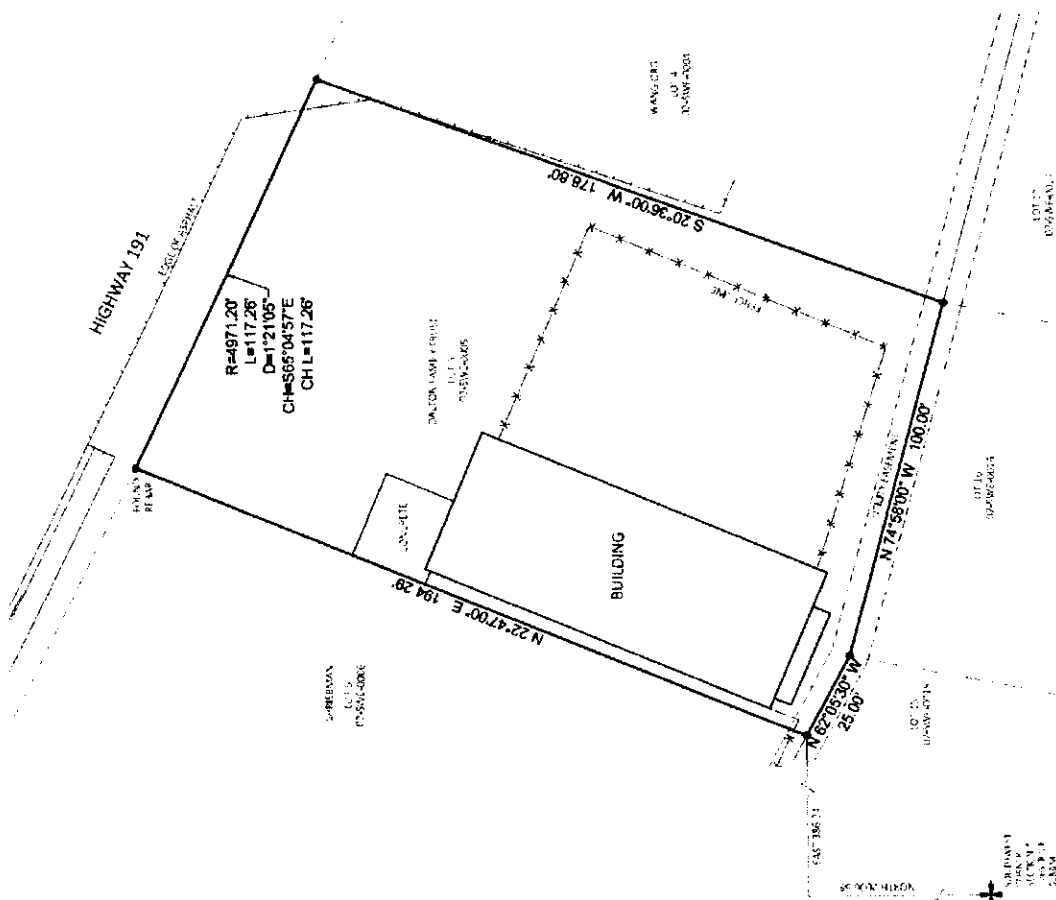
Lucas Blake
License No 7540504

located on the ground.

[illegible]

RECORD OF SURVEY
1082 S HWY 191
MOAB, UT 84532
DALTON

Contd.	03617
Date	9/8/00
Sheet	1 of 1





City of Moab
217 E Center St
Moab, UT 84532
(435) 259-5123
treasurer@moabcity.org

XBP Confirmation Number: 166742229

Transaction detail for payment to City of Moab.		Date: 02/28/2024 - 8:29:11 AM MT	
Transaction Number: 214075899 Visa — XXXX-XXXX-XXXX-8524 Status: Successful			
Account #	Item	Quantity	Item Amount
	450 Building Permit - Permits Other Fees	1	\$600.00
Notes: PETITION FOR ANNEXATION APPLICATION NO. 24.0004-1082 S MAIN ST.			

TOTAL: \$600.00

Billing Information
TYE W SHUMWAY TWS
CONSTRUCTION
84532
(435) 459-9724

Transaction taken by: Admin hreinhardt



NOTICE OF CERTIFICATION OF ANNEXATION PETITION

Pursuant to Sections 10-2-405(2)(c)(1) and 10-2-406, U.C.A., the City of Moab, Utah, hereby gives notice as follows:

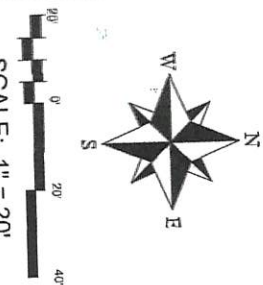
1. On February 28, 2024, a petition proposing the annexation of real property located at 1082 South Main Street, Moab, Utah, Grand County, and encompassing approximately 0.52 acres was filed with the City of Moab by Tye Shumway representing TJ Moab Enterprises.
2. On March 26, 2024, the Moab City Council accepted the Petition to be further considered and authorized the Petition to be certified by City Staff.
3. On April 12, 2024, City Staff certified that the Petition meets the requirements of Utah State Law and notice was provided to the Moab City Council, the contact sponsor, and the Grand County Commission.
4. The area proposed for annexation in the petition is described as follows:
Lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand County Recorder.
5. The complete Annexation Petition is available for inspection and copying at the Moab City Recorder's Office, 217 E. Center Street, Moab, Utah Monday through Thursday between the hours of 8:00 a.m. and 5:00 p.m. and Friday from 8:00 a.m. to 12:00 p.m.
6. The City of Moab may grant the Petition and annex the above-described area unless a written protest to the Annexation Petition is filed with the Grand County Clerk, 125 E. Center Street, Moab, UT, 84532. A copy of the protest must also be delivered to the Moab City Recorder at the address noted above on the same date that the protest is filed with the Grand County Clerk. Any protest must be filed as herein stated by no later than May 13, 2024.
7. If no lawful protests are received, the Moab City Council will hold a public hearing on Tuesday, May 28, 2024, at 6:00 p.m. in the Moab City Council Chambers located at 217 E. Center St., Moab, Utah to consider the request to annex this property.
8. The area proposed for annexation to the City of Moab will also automatically be annexed to have Moab City provide law enforcement services. The area proposed

for annexation is already within the service areas of the Moab Valley Fire Protection District and the Grand County Emergency Medical Services District, which will continue to provide fire protection, paramedic, and emergency services, as applicable.

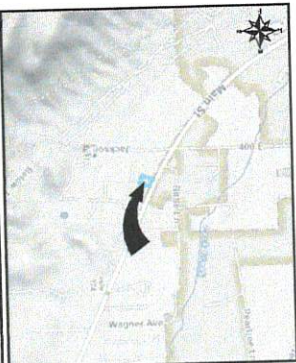
(See attached for map.)

A handwritten signature in blue ink, appearing to read "Sommar Johnson".

Sommar Johnson, CMC
Moab City Recorder
April 12, 2024



NOT TO SCALE

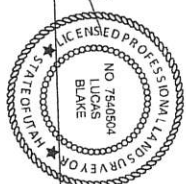


LOCATED WITHIN
THE NORTH-EAST QUARTER OF SECTION 1, T20S, R21E, S1B34

I, Lucas Blake, certify that I am a Professional Land Surveyor as prescribed under the laws of the State of Utah and that I hold license no. 75450504. I further certify that an engineering survey was made of the property described below, and the findings of that survey are as shown hereon.

Lucas Blake
License No. 7540504

Lucas Blake
License No 7540504

10/5/22
DATE







lot 5, Block "A", Plat "A", Westwood Acres Subdivision as recorded in the office of the Grand County Recorder.

88 East Center Street
Moab, UT 84532
435.259.8171

(P) POWERPOLE
 (W) GUY WIRE
 (P) POWER LINE
 (L) LIGHT POLE
 (E) ELECTRIC METER
 (E) ELECTRIC BOX
 (G) GENERATOR
 (R) RECORD DATA
 (M) MEASURED DATA
 (C) CALCULATED DATA

— W — WATER LINE
 [W] WATER VALVE
 [W] WATER METER
 [W] WATER MANHOLE
 [H] HYDRANT
 [T] TELEPHONE PEDESTAL
 [G] GAS METER
 [E] GAS PEDESTAL
 — G — GAS LINE
 — F — FENCE
 — A — ASPHALT

[S] SAN SEWER LINE
 [S] SEWER MANHOLE
 [C] CABLE BOX
 [C] CABLE PEDESTAL
 [S] STOP SIGN
 [D] SIGN
 37.0
 38.0
 CONTOURS

 PROP. CORNER FOUND
 PROP. CORNER SET
 MAG NAIL FOUND
 MAG NAIL SET
 BLOCK CORNER
 SECTION MONUMENT

_____ PROPERTY LINES
 ----- EASEMENTS
 _____ PROPERTY ADJOINING

PROJECT TYPE:
ENGINEERING SURVEY

PROJECT ADDRESS
1082 US-191
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR
TY SHUMWAY

DATE: 10/5/22

FLOOD DATA This property is in Zone X
 of the Flood Insurance Rate Map, Community Panel No. 49019C1768D
 which has an effective date of APRIL 2, 2009 and is NOT in a Special
 Flood Hazard Area. Field surveying was not performed to determine this zone.
 An elevation certificate may be needed to verify this determination or apply
 for an amendment from the Federal Emergency Management Agency.

IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE ALL UTILITIES, WHETHER SHOWN ON THIS SURVEY OR NOT PRIOR TO COMMENCEMENT OF WORK. THIS SURVEY HAS BEEN PREPARED USING AVAILABLE UTILITY DATA. THIS SURVEY DOES NOT MAKE STATEMENTS OF ACCURACY BASED UPON MAPS AND UTILITY LOCATES OF OTHERS.



Know what's below
Call before you dig

SURVEYOR'S CERTIFICATION

COORDINATE SYSTEM: UTAH STATE PLANE CENTRAL (NAD83, US SURVEY FEET)
NAVD88 VERTICAL DATUM (US SURVEY FEET)
THE INTENT OF THE SURVEY IS TO MONUMENT AND LOCATE ORIGINAL PROPERTY
CORNERS OF THE SURVEY AND TO PROVIDE BEST LEGAL EVIDENCE OF
OCCUPATION OF THE SURVEY PLOTTED ON THE GROUND. OUR RESEARCH AND SITE
WORK HAS DETERMINED NOTES OF IMPORTANCE AS FOLLOWS:

- 1. LOCATED LOT CORNERS OF PREVIOUS SURVEY

SURVEYOR NOTES

1 LOCATED LOT CORNERS OF PREVIOUS SURVEY

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT TITLE REPORT RED DESERT LAND SURVEYING, LLC MAKE NO GUARANTEES AS TO THE SIZE, LOCATION, OR EXISTENCE OF EASEMENTS, RIGHT OF WAY, SETBACK LINES, AGREEMENTS OR OTHER SIMILAR MATTERS

CITY OF MOAB ORDINANCE #2024-01

AN ORDINANCE OF THE CITY COUNCIL OF MOAB ANNEXING THE TJ MOAB ENTERPRISES PROPERTY AT 1082 SOUTH MAIN STREET TO THE CITY OF MOAB AND ASSIGNING THE ZONE OF C-4 GENERAL COMMERCIAL TO THE PARCEL

The following findings describe the intent and purpose of this ordinance:

- a. TJ Moab Enterprises filed a petition (the “Petition”) with the Moab City Council (the “Council”) seeking to annex certain property of approximately 0.52 acres in size as described in Exhibit “1” hereto; and,
- b. The property has been proposed for development with allowed uses in the requested zoning designation, at the time of application; and,
- c. The City Council reviewed and approved a pre-annexation agreement in a regularly scheduled meeting held on September 12, 2023, setting forth minimum project development standards in Section 6 of the pre-annexation agreement; and,
- d. The Moab Planning Commission reviewed the Petition in a public meeting held on April 25, 2024, to review the annexation and the requested zoning for C4 (General Commercial) Zone and found that the zone is acceptable for the types of uses proposed for the area; and
- e. As required by law, the Council must consider comments from affected entities, if any, and no protests that complied with the requirements of U.C.A. 10-2-407 were filed after publication of notice of the Petition; and
- f. The Council has determined that the property meets the requirements of Moab City's annexation policy plan; and
- g. The Council has determined that the property meets the annexation requirements of Utah State Code, including but not limited to the Utah Annexation Act, U.C.A. 10-2-401, et. seq., as amended (the “Act”); and
- h. The Council endorses the intent of the Act and finds that the Petition meets the criteria for annexation of the property into the City because:
 1. The property must be contiguous to the boundaries of the City. The property is contiguous with City boundaries
 2. The property must lie within the area projected for the City’s municipal expansion. The property is contiguous with the City boundaries.
 3. The property must not be included within the boundaries of another incorporated municipality. The property is not incorporated within the boundaries of another municipality.
 4. The annexation must not create unincorporated islands within the boundaries of the City. The annexation does not create unincorporated islands within the boundaries of the City.
 5. The property proposed to be annexed hereunder will not be annexed for the sole purpose

of acquiring municipal revenue or for retarding the capacity of any other municipality to annex into the same or related area.

6. The annexed area does not include rural real property or private real property located in a mining protection area; and

i. The Council has held the appropriate public hearings and given the appropriate public notice and received public input pursuant to U.C.A. 10-2-407(6) – (7).

NOW, THEREFORE, BE IT ORDAINED by the Moab City Council that:

1. The Petition is approved and the property known as the TJ Moab Enterprises Annexation, as described in “Exhibit 1” and illustrated on the attached plat, “Exhibit 2”, and located at 1082 South Main Street, is hereby annexed into the City of Moab and the zoning designation, upon recommendation from the Planning Commission for said annexation, shall be C4 Zone.

2. This ordinance shall take effect immediately upon its posting pursuant to U.C.A. 10-3-711 and 63G-30-102(1).

PASSED AND APPROVED this ____ day of _____ 2024, by a majority of the City of Moab City Council.

SIGNED:

Joette Langianese, Mayor

Date

ATTEST:

Sommar Johnson, Recorder

(Complete as Applicable)

Summary of ordinance posted to Moab City Website, the Utah Public Notice Website, and in a public location within the City boundaries pursuant to U.C.A. 10-3-711 and 63G-30-102 on _____

Effective date of ordinance: _____

“Exhibit 1”

Lot 5, Block “A”, Plat “A”, Westwood Acres Subdivision as recorded in the Office of the Grand
County Recorder

DRAFT

RED DESERT
Land Surveying

88 East Center Street
Moab, UT 84202
435.258.8175

STANDARD LEGEND

BOUNDARY LINES

- 1" = 10' (Survey)
- 1" = 20' (Survey)
- 1" = 40' (Survey)
- 1" = 80' (Survey)
- 1" = 160' (Survey)
- 1" = 320' (Survey)
- 1" = 640' (Survey)
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