



**PLANNING COMMISSION MEETING**  
**117 South Main Street, Monticello, Utah 84535. Commission Chambers**  
**March 13, 2025 at 6:00 PM**

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**AGENDA**

Google Meeting Link: <https://meet.google.com/ust-hood-zzu>

Or dial: (US) +1 661-552-0879 PIN: 960 575 714#

**Welcome / Roll Call**

**Pledge of Allegiance**

**Conflict of Interest Disclosure**

**Approval of Minutes**

1. Approval of Planning Commission Meeting Minutes from January 9, 2025

**PUBLIC COMMENT** – *Time reserved for public comments. Open comments are not allowed once into Administrative and Legislative agenda items.*

**ADMINISTRATIVE ITEMS**

2. Review and Discussion of Planning Commission Terms, Bylaws and appointment of Chair for 2025, Kristen Bushnell, Planning Administrator

**LEGISLATIVE ITEMS**

3. Consideration and Recommendation of a Zone Change at Lisbon Valley Mine for the opportunity of On-Site Employee Housing, Klint York, Lisbon Valley Mining Company
4. Consideration and Approval of a Conditional Use Permit for a Temporary Meteorological Tower, Scott Schutte, AES Clean Energy
5. Consideration and Approval of a Conditional Use Permit for EG Orion Solar Project, Dale Harris, Enfinity Global
6. Consideration and Approval of a Conditional Use Permit for Questar Gas Regulator Station Project, Kevin Mulvey, Questar Gas Company



- [7.](#) Consideration and Approval of Project Plan and Development Agreement for Valley Estates Subdivision under the Spanish Valley Overnight Accommodations Overlay Zone, Dana Farmer, Valley Estates

## **BUILDING PERMIT(S) REVIEW**

- [8.](#) February Building Permits
- [9.](#) March Building Permits

## **ADJOURNMENT**

**\*\*In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for this meeting should contact the San Juan County Clerk's Office: 117 South Main, Monticello or telephone 435-587-3223, giving reasonable notice\*\***





## PLANNING COMMISSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
January 09, 2025 at 6:00 PM

### MINUTES

#### GENERAL BUSINESS

##### Welcome / Roll Call

Planning Commission Chair Trent Schafer called the meeting to order at 6:02pm.

##### PRESENT:

Chairman Trent Schafer  
Vice-Chair Lloyd Wilson  
Commissioner Cody Nielson  
Commissioner Thomas Garcia  
Commissioner Shea Walker  
Commissioner Melissa Rigg  
Commissioner Ann Austin  
Planning Administrator Kristen Bushnell  
County Attorney Mitch Maughan  
County Administrator Mack McDonald  
County Commissioner Silvia Stubbs

##### Pledge of Allegiance

##### Conflict of Interest Disclosure

No conflicts of interest were disclosed at this time.

##### Approval of Minutes

1. **Approval of Planning Commission Meeting Minutes from November 14, 2024**
2. **Approval of Planning Commission Work Session Minutes from December 16, 2024**
3. **Approval of Planning Commission Meeting Minutes from December 30, 2024**

##### Time Stamp 0:07:00 (audio)

Motion made by Commissioner Rigg to approve the above meeting minutes. Seconded by Commissioner Nielson.



Voting Yea: All in favor. Motion carries.

**PUBLIC COMMENT** - *Time reserved for public comments. Open comments are not allowed once into Administrative and Legislative agenda items.*

**Time Stamp 0:08:00 (audio)**

There were no open comments.

**PUBLIC HEARING for the Consideration and Approval of the 2025 Land Use, Development and Management Ordinance, San Juan County**

**Time Stamp 0:13:30 (audio)**

Motion made by Commissioner Garcia to enter into a public hearing for the 2025 Land Use, Development and Management Ordinance. Seconded by Commissioner Rigg.

All in favor. Motion carries.

Mark Anderson of Monticello would like to add RVs as overnight rentals and have less government oversight.

Kendall Laws of Blanding City would like reconsider the private road requirements and be more consistent with the San Juan County General Plan. He also would like to see the state code requirements for Feed Lot restrictions.

Joy Howell of Mexican Hat wants less government oversight and is concerned about the nuisance laws. She thinks each zone needs broader uses for her commercial endeavors.

Crystal Alvarez of Monticello wants to relook at the Use Table consistency and doesn't want to turn into Moab.

Kurtis Pugh of Blanding is concerned about taxidermy business in MU zone and wants less government.

David Goodman of Monticello wants like minded people to be left alone from the government turning into something we don't want.

Kim Palmer of Blanding thinks there is a lack of respect from the government onto their rights and freedoms and demands an apology letter from Administrator Bushnell, the resignation of the Planning Administrator and the resignation of the Planning Commissioners.

Collen Tibbits of Moab has concerns with animal density standards and wants to put our resources elsewhere in police and health department.

Cassity Rose of Blanding appreciated working with her family and requests to permit gravel pits and enclosed storage in Agriculture.

Kelsey Baccus of Spanish Valley requests to add horse rides and training to Agriculture and Multiuse Zones.



Elene Carter of Spanish Valley has concerns of commercial uses along Sunny Acres Lane and wants to clarify “truck stop” language beyond combined uses under a gas station.

Lane Palmer of Blanding recognized that there is a lot of ignorance of what’s going on but doesn’t want too many restrictions.

Derek Francom of Blanding and moving to Monticello area wants to ensure that we are supporting young families.

Tammy Jalamio wants to see more ponds and spreader dams and requests horse training to be added as a permitted use in Multiuse.

Travis Pearson of Blanding wants to have as many animals as he wants and to have RV’s available for his kids to move back home. Wants to evaluate the nuisance ordinance as it pertains to animal rights.

Hal Palmer of Blanding is confused about home-based vs. commercial uses in the table and doesn’t like having to obtain a business license, feels this should be open to people to do what they want.

Eric Grover (reading for Gail Johnson) thinks the county has failed to represent, is of personal interest in their decision making, has assaulted civil liberties, and has failed to do their job.

Kerry Pugh of Blanding has known so little about all these things and had no idea this was coming and feels that “we are their servants”.

Tyler Crysler of Blanding is against government overreach and asked if our code enforcement officer was “bulletproof”.

Nichele Bayle of Blanding would like to take more time to understand the ordinance.

Shauna Shumway of Blanding wants to give RV’s somewhere to go.

Alicia Palmer of Blanding wants manufacturing and fabrication as a home-based business and to reword the nuisance ordinance.

Daniel Wright of Spanish Valley believes the ordinance is of the right intention, wants RV as long-term options and is committed to making existing businesses right.

Shawn Ivins of Blanding had a good conversation today with the Planning Administrator and realizes that fighting for Agricultural rights is a struggle coming from higher government.

Richard Monson of Blanding is from an agricultural family and wants to work together to find solutions together in housing options and small business.

Cherly Bowers of Blanding City wants to thank the Planning Commission for serving and offered her assistance as a liaison to Blanding City and wants to see more economic growth.

Lexi Dalton of Spanish Valley is concerned about short term rentals in multiuse in her area, is pro-small business, wants more affordable housing options and doesn’t want to drive up property values in the area.



Connor Simmons of Spanish Valley has been waiting for the new ordinance to pass, wants to use RV's as overnight rentals and is hopeful to finally bring changes. He thinks the maps are very well-developed plans.

Brittany Carlson of Blanding doesn't like having codes and rules that turn neighbor against neighbor as there is too much payback on personal interests.

Online comment from Stacy Hannahs that doesn't want regulations on cosmetics.

Online comment from Dave Focardi of Spanish Valley that would like to evaluate Sunny Acres Lane further to prevent issues.

Online comment from Naomi Wilson of La Sal that want to redefine "kennel" definition.

Online comment from Kara Laws of Blanding wants apologies and resignations, more access to the public, for ordinance to be more pro-business and less RV regulations.

Online comment from Kerry Kelly of Pack Creek wants notice to each property owner of specific changes and requests all of Pack Creek to be residential.

## LEGISLATIVE ITEMS

### **4. Consideration and Approval of a Conditional Use Permit for a Temporary Meteorological Tower, Scott Schutte, AES Clean Energy**

**Time Stamp 1:42:30 (audio)**

This item is on hold until the next Planning Commission at the representative's request.

### **5. Consideration and Approval of the 2025 Land Use, Development and Management Ordinance, Kristen Bushnell, Planning Administrator**

**Time Stamp 1:44:00 (audio)**

Administrator Bushnell opened with an introduction to the land use resources available on our website and invited the public to please examine the 2011 Zoning Ordinance to the new proposed documents. She reiterated that written comments can still be made at any time via email up to the County Commission meeting on Tuesday, January 21<sup>st</sup> at 11am. She also explained common questions that she has seen from the community.

Attorney Maughan gave a brief history of the zoning ordinances in San Juan County, the process for this new proposal and why the county has been tasked with updating these policies.

Administrator Bushnell went through the written requests that she had received for inclusions on the Use Table and adjustments to the Zoning Maps. Planning Commissioners further discussed some of the comments that were heard with the Public Hearing and addressed concerns.

**Time Stamp 4:55:30 (audio)**



Motion made by Commissioner Austin to table the Land Use Ordinance based on the lack of community input. No second.

Motion failed.

**Time Stamp 4:57:00 (audio)**

Motion made by Commissioner Rigg to approve the 2025 Land Use, Development and Management Ordinance. Seconded by Commissioner Walker.

Voting Yea: Commissioner Schafer, Commissioner Walker, Commissioner Wilson, Commissioner Garcia, Commissioner Rigg, Commissioner Nielson

Voting Nay: Commissioner Austion

Motion carries.

**BUILDING PERMIT(S) REVIEW**

**6. November & December Building Permits**

**Time Stamp 5:00:00 (audio)**

**ADJOURNMENT**

**Time Stamp 5:01:00 (audio)**

Motion made by Commissioner Nielson to adjourn. Seconded by Commissioner Rigg.

All in favor. Motion Carries.





## STAFF REPORT

**MEETING DATE:** March 13, 2025

**ITEM TITLE, PRESENTER:** Review and Discussion of Planning Commission Terms, Bylaws and appointment of Chair for 2025, Kristen Bushnell, Planning Administrator

**RECOMMENDATION:** Administrative Discussion/Vote & Informational Item

### SUMMARY

There are two terms that will expire in December 31, 2025, Melissa Rigg representing the Bluff area and Llyod Wilson representing a Special Service District. no terms that expired this year. A call for interest will be posted in October, potential interviews in November, and assignment in December to be effective January 2026. Planning Commission terms are committed for four years. Please share this information with members who may be interested to represent these areas.

At a previous Planning Commission meetings it was requested that we review our current Planning Commission By Laws (Ordinance #2020-03A). Updates to this will be revisited and addressed as needed.

- Review of attached Planning Commission Bylaws. Previous unresolved suggestions:
  - The Planning Packet will go out 3 days ahead of the meeting date

The Planning Commission needs to elect a new chair for the 2025 calendar year. Nominations are open to all Planning Commissioners. Self-nominating is also accepted. Duties of the Planning Commission Chair are outlined in Article II, Section 3 of the San Juan County Planning Commission Bylaws, Ordinance #2020-03A.

- Nominations and Discussion taken
- Vote for the appointment of the 2025 Planning Commission Chair



**SAN JUAN COUNTY  
ORDINANCE #2020 -03A**

**AN ORDINANCE AMENDING ORDINANCE #2020-03 AMENDING THE RULES,  
PROCEDURES, AND BYLAWS FOR THE SAN JUAN COUNTY PLANNING  
COMMISSION**

**WHEREAS**, the San Juan County Planning Commission is authorized by the Utah Code Annotated 17-27a-301 and 17-27a-302 and by San Juan County Zoning Ordinance (2011), Chapter 2.1. The Planning Commission exercises authority and assumes responsibilities delegated to it under these authorities; and

**WHEREAS**, the San Juan County Planning Commission, hereinafter referred to as “the Commission,” shall be governed by State statutes and County ordinances and policies including the following:

- a. State statutes applying generally to public boards, members, and officials;
- b. State statutes governing the activities of County Planning Commissions;
- c. San Juan County Ordinances and Resolutions;
- d. San Juan County Land Use Code; and
- e. The bylaws of San Juan County Planning Commission as set forth herein. They are advisory guidelines only. Consequently, should the Commission waive, suspend, or otherwise deviate from these bylaws during the course of a meeting, such deviation shall not be grounds for invalidating a hearing held during such meeting or any decisions made at such meeting.

**NOW, THEREFORE BE IT RESOLVED** that San Juan County does hereby establish the following rules, procedures and bylaws for the San Juan County Planning Commission as follows:

**ARTICLE I  
General Provisions**

- I.1. Familiarity with State Statutes, County Ordinance and Resolutions, and Rules Affecting the Commission. Upon taking office, all members of the Commission shall familiarize themselves with applicable statutes and rules, ordinances, and resolutions, and while in office, shall maintain such knowledge, including knowledge of amendments and additions, and shall be strictly governed thereby in the conduct of Commission affairs.

**ARTICLE II  
Officers and Election**

- II.1. Officers. The Officers of the Commission shall be a Chairperson and Vice-chairperson.
- II.2. Election. The Chairperson and Vice-chairperson shall be elected at the first meeting of the year after the Board of County Commissioners appoints vacant seats. They shall serve for a term of one (1) year or until their successors are elected. Their term shall start the



meeting they are elected. If the office of the Chairperson or Vice-Chairperson becomes vacant, the Commission shall elect a successor from its membership who shall serve the unexpired term of the predecessor. Nominations shall be by oral motion. At the close of nominations, the Commission shall vote by voice vote upon the names nominated for the office. If requested by the Chair, written ballots may be used for voting purposes.

II.3. Chair. The Chairperson has the following duties:

- a. The Chairperson presides at all meetings of the Planning Commission maintaining order and decorum and ensures that the procedures prescribed in the San Juan County Land Use Code, Utah State Code, and policies stated herein are followed.
- b. The Chairperson may call special meetings at any time and in accordance with applicable state and County codes.
- c. The Chairperson may appoint up to three Commission members to serve on a committee as needed.

II.4. Vice-chair. The Vice-chair performs the duties of the Chairperson in the absence of the Chairperson, or duties as delegated by the Chairperson. In the event of temporary absence of the Chairperson and Vice-chairperson, the remaining members present shall elect an acting Chairperson for that meeting.

### ARTICLE III

#### Members, Term of Office, Vacancies, Candidate Interest, Interviews, and Voting

III.1. Members. To guarantee balanced input from across the County in areas where the County has jurisdiction over land use decisions, and the impacts of those decisions on adjacent population areas, the Commission shall consist of seven (7) members who shall be appointed by the Board of County Commissioners from the following areas of the County: One (1) member from Blanding area; one (1) member from Monticello area; one (1) member from Bluff area; one (1) member from La Sal area; one (1) member from Spanish Valley area; one (1) member from a special service district within the County and one (1) member at-large. In addition to the seven (7) members, the Board of County Commissioners may appoint, one (1) non-voting, ex-officio staff member to serve as liaison between the Board of County Commissioners and the Commission and provide administrative support to the Commission. Board of County Commission members may not serve as regular members of the Commission.

III.2. Term of Office. The term of office for Commission members shall be staggered so that the terms of at least one (1) member and no more than three (3) members expire each year. As the term of each regular member expires, the vacancy thus created shall be filled by a majority vote of the Board of County Commissioners for a term of four (4) years, so as to maintain the succession of staggered terms of service.



- a. Terms of all Commissioners begin on January 1st and expire on December 31st of the 4th year following the year of appointment. If the Board of County Commissioners has not appointed a new member(s) to the Commission at the expiration of term, the current Commission member(s) will remain on the Planning Commission until replaced by appointment of the Board of County Commissioners.
- b. Current Commissioners whose term has expired can submit their name for consideration to renew for an additional four (4) year term by notifying the Commission Chair and County Administrator.

- III.3. Vacancies. County staff shall notify the current Commission of those members whose terms will expire at the end of the calendar year. In cases where a vacancy is created during the middle of a board member's term (mid-term vacancy), County staff shall notify the Commission as soon as practically possible. County staff shall post a notice of Board vacancies, including mid-term vacancies, in a local newspaper of record.
- III.4. Candidate Interest. In early November of each year, the County Administrator shall cause notice of appointment(s) to be published in a newspaper of general circulation in San Juan County. The Planning and Zoning Department shall be responsible for the costs of such advertisement. Such notice shall state the nature and term of the appointment(s), the qualification for such appointment, request written statements of interest and qualifications, and establish a deadline for submittal of such statements, which time shall not be earlier than fifteen (15) days from the date of publication.
- III.5. Candidate Qualifications. Required Conditions: Commission candidates shall be a resident and registered voter of San Juan County. Preferred Qualifications: experience or knowledge in land-use, knowledge of County and local issues, a good listener, ability to communicate, and analytical reasoning. Trainings through the Utah State Property Ombudsman or other State approved trainings are encouraged and will be considered when determining qualifications. Preferred qualifications may be waived dependent upon a lack of preferred qualifications with those candidates applying for vacancies, and the need for balanced input as outlined in III.1 may necessitate.
- III.6. Candidate Interviews. Upon availability, a member of the County Board of Commissioners, a Planning Commission member who is not also a candidate, County Zoning Staff, County Attorney, and County Administrator may interview qualified candidates and provide a recommendation to the Board of County Commissioners. At the start of each interview, candidates will be given three to five minutes to briefly introduce themselves and to provide relevant information as to background and experience. During the interview process the committee are encouraged to ask questions which verify a candidate's land use knowledge, experience, eligibility, and availability to meet the requirements of service. The committee shall ask the same questions of each candidate. After responding to those questions, Interviewers may ask the applicant additional clarifying questions if necessary based on the responses the applicant has given.



III.7. Voting. The committee shall vote upon the names of candidates in alphabetical order. Each committee member shall be entitled to one vote for each vacancy. Committee members shall vote by voice or a raise of hands. If requested by the Chair, written ballots may be used for voting purposes.

- a. Staff will tally the number of votes cast for each candidate and read this information back to the committee. The committee, by motion will forward this recommendation, including any findings, to the Board of County Commissioners for consideration.

III.8. Recommendations to the Board of County Commissioners. Planning staff or the County Administrator as directed by the Chairperson, shall present the committee's recommendation, including any findings, to the Board of County Commissioners.

When presented with a recommendation(s) for election to the Commission, the County Commissioners may:

- a. accept or reject the recommendation(s) as presented in total or part
- b. instruct the County Administrator to continue the process for an additional 30 days to solicit additional candidates before making a decision.

#### **ARTICLE IV Meetings and Organization**

IV.1. Open Meetings and Notices. All regular meetings, special meetings, workshops, and field trips of the Commission are open to the public and will be noticed in accordance with the requirements of the Utah Open and Public Meetings Act.

IV.2. Regular Meetings. Regular Commission meetings shall be held the second Thursday of each month unless there are mitigating circumstances, such as a lack of a quorum, lack of items to be discussed, holidays or other circumstances.

IV.3. Annual Training. Commission members are required to attend or view by other means an annual Utah Open Meetings Training, as provided by San Juan County or an online equivalent training. Commissioners are encouraged to attend the Citizen Planner Workshop, as conducted by the Utah League of Cities and Towns or other entity.

IV.4. Special Meetings, Workshops, and Field Trips. Special meetings, workshops, and field trips for any purpose may be held at the call of the Chairperson or the Board of County Commissioners.

IV.5. Agendas. Agendas shall be set by staff under the direction of the Chairperson. Agendas for regular meetings shall be provided by staff to all members at least three (3) days prior to the meeting.



- IV.6. Proposed Agenda Items and Meeting Materials. The Planning and Zoning Department must have proposed agenda items and meeting materials by 12:00 pm the Friday before the Planning Commission meeting date unless extenuating circumstances exist.
- IV.8. Minutes. The recording of minutes of all Commission meetings shall be the responsibility of Planning Department staff. In the event staff is absent from any meeting, the Planning Department may send a designee.
- IV.9. Voting. Commission members shall make a good faith effort to become knowledgeable on matters before the Commission. A quorum of the Commission shall consist of four (4) members and the affirmative vote of at least four (4) members in attendance shall be necessary to pass any motion.
- IV.10. Motion. All decisions of the Commission shall be made in a public meeting by motion, made and seconded, and by voice vote. Any Commissioner may make or second a motion. If there is any ambiguity on any vote or if the nature of the application or petition warrants, the Chairperson may conduct a roll call vote. Motions should be supported by reason and include findings. The person making the motion is encouraged to state the reasons and finding(s) supporting the motion at the time the motion is made. Any conditions for approval must be stated in the motion. The motion may refer to the staff report for details of the conditions for approval if the person making the motion desires to do so.
- IV.11. Conduct During Public Meetings. During all meetings and hearings, persons providing testimony shall proceed without interruption except by members of the Commission at the discretion of the Chairperson. All comments, arguments, and pleadings shall be addressed to the Chairperson and there shall be no debate or argument between individuals in the audience. There shall be no debate or argument between individuals. The Chairperson shall maintain order and decorum, and, to that end may order removal of disorderly or disruptive persons. Any member of the Commission, counsel to the Commission, or the Commission staff, upon recognition by the Chairperson, may direct any questions to the applicant, witness, or any person speaking from the audience for the purpose of eliciting relevant facts. The Chairperson or Commission members may call for relevant facts from staff and make appropriate comments relevant to the matter.
- IV.12. Time Control. The Chairperson may control the time for debate on any issue. Care should be taken to insure fairness in the hearing process. Those speaking in support and opposed should have substantially equal time. The Chairperson may stop debate once he or she believes the issue has been adequately and fairly heard.
- IV.13. Citizen, Applicant, and Other Participation by Real-Time Telecommunication. Participation by Citizens, Applicants, and Others may be allowed by real-time telecommunication at the discretion of the Chairperson.
- IV.14. Quorum: Means the minimum number of persons required to act as a body. A quorum requires four (4) Commission members who must be present in person at the meeting.



However, absent Commissioners may participate fully by phone or other real time means and engage in debate, asking questions, making motions, voting on motions, and all other functions of the Commission.

- IV.15. Commissioner Participation by Real-Time Telecommunication. Commissioner participation by real time telecommunication shall allow them to participate in discussion and may vote on any matter.

## ARTICLE V Ethical Considerations

The following ethical principles shall guide the actions of the Commission and its members.

- V.1. Serve the Public Interest. The primary obligation of the Commission and each member is to serve the public interest.
- V.2. Support Citizen Participation in Planning. The Commission shall ensure a forum for meaningful citizen participation and expression in the planning process, and assist in the clarification of community goals, objectives and policies.
- V.3. Conflict of Interest. Planning Commission members shall adhere to state law regarding conflicts of interest. A member with a conflict of interest shall be required to disclose such conflict prior to consideration of the matter by the Planning Commission. A member with a conflict of interest may not attempt to influence other members or appointed staff outside the meeting. A member with a conflict of interest shall be required to recuse herself or himself from participating in, commenting on, or voting on the matter in which such conflict exists.
- V.4. Ex Parte Communication / Ensure Full Disclosure at Public Meetings. Each case shall be decided on the basis of the evidence placed in the record in a public meeting. Ex parte information on any application received by a Commissioner, whether by mail, telephone, or other communication should be avoided. When such communication does occur it must be made part of the public record by the Commission member. The purpose of disclosing ex parte communication is to get all information on the record so it can then be addressed, confirmed or refuted, by evidence presented by the parties during a meeting.
- V.5. Maintain Public Impartiality. Commission members may seek information from other Commission members, the counsel to the Commission, staff serving the Commission, or the staff of other departments or agencies advising the Commission. Each member of the Commission has an ethical duty to avoid making public statements for or against the merits of any application before the Commission hearing is concluded and a decision or recommendation has been rendered.
- V.6. Faithful Attendance and Performance. Should circumstances arise where a Planning Commission member is unable to attend a scheduled meeting, the member shall be responsible for notifying the Chair or Building and Zoning Department staff as soon as



possible. Planning Commission members shall not miss more than three consecutive meetings. A Planning Commission member may not miss more than 25% of the meetings in a year. If circumstances prevent faithful attendance and performance of Planning Commission member duties, the member will be removed from the Planning Commission or the member should knowingly resign from the Planning Commission. Attendance through remote means may only be approved the Planning Commission Chair, and a commission member must attend more than 50% of the meetings in person absent extenuating circumstances.

- V.7. Open Meetings Act. Commission members shall be trained annually and abide by the Open Meetings Act as described in U.C.A Title 52, Chapter 4, Open and Public Meetings Act.

## **ARTICLE VI**

### **Resignations and Removal of Membership**

- VI.1. Resignations. Any member of the Commission must submit a signed letter of resignation specifying the effective date on which the member's service will cease. The letter of resignation shall be submitted to the County Administrator.
- VI.2. Acceptance of Resignation. The Board of County Commissioners shall accept resignation upon receipt thereof.
- VI.3. Removal from Commission Planning. The Commission may request the resignation of a member for reasons of attendance and/or ethical considerations. The Board of County Commissioners may remove a Commission member for cause prior to the expiration of the appointed term.

## **ARTICLE VII**

### **Per Diem and Travel Expenses**

- VII.1. Per Diem and Travel Expenses. Commission members are to receive a per diem and reimbursement for travel expenses for meetings actually attended at a rate established by the Board of County Commissioners.

## **ARTICLE VIII**

### **Adoption, Review, and Amendment of Bylaws**

- VIII.1. Annual Review and Amendment. The bylaws will be reviewed by the Commission at the beginning of each calendar year. Amendments will be recommended to the Board of Commissioners for approval.
- VIII.2. Waiving or Suspending Rules. A rule of procedure may be suspended or waived at any meeting by unanimous vote of the Commission members present unless such a rule is set by state law or county ordinance.




APPROVED, AMMENDEDED AND PASSED by the Board of San Juan County Commissioners on the 15<sup>th</sup> day of March, 2022.

Voting Aye: Grayeyes, Adams

Voting Nay: Maryboy

ATTEST:

BOARD OF SAN JUAN COUNTY  
COMMISSIONERS

  
\_\_\_\_\_  
Lyman Duncan

  
\_\_\_\_\_  
Willie Grayeyes, Chair





## LEGISLATIVE STAFF REPORT

**MEETING DATE:** March 13, 2025

**ITEM TITLE, PRESENTER:** Consideration and Recommendation of a Zone Change at Lisbon Valley Mine for the opportunity of On-Site Employee Housing, Klint York, Lisbon Valley Mining Company

**RECOMMENDATION:** Make a motion recommending the zone change request to the County Commission for approval using the findings as provided by staff.

Make a motion denying the zone change request to the County Commission based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

### SUMMARY

In January 2025, the county received a request for a zone change to a small area of the Lisbon Valley Mining operation. The purpose of this request from the Industrial Controlled District to the Multiple-Use Zone is for the opportunity to develop on-site staff housing.

**Property:**

Parcels: #30S25E265400

**Current Zoning:**

This parcel is currently zoned as Industrial as per 2013 Zoning Map.

**Requested Zoning:**

This parcel is being requested to be changed to Multiple-Use (within the controlled district boundary) with the uses as outlined in the 2011 Ordinance.

### ORDINANCE SECTIONS

The Industrial Zone currently supports the mining operations elsewhere within the parcel boundary. However, Lisbon Valley Mine would like to take the northwest corner of the parcel and zone as Multiple Use as shown on the included map. Under the proposed 2025 Land Use Ordinance, this area is already shown as Multiple Use. The delay in the adoption of the ordinance has hindered the process for development of this project.

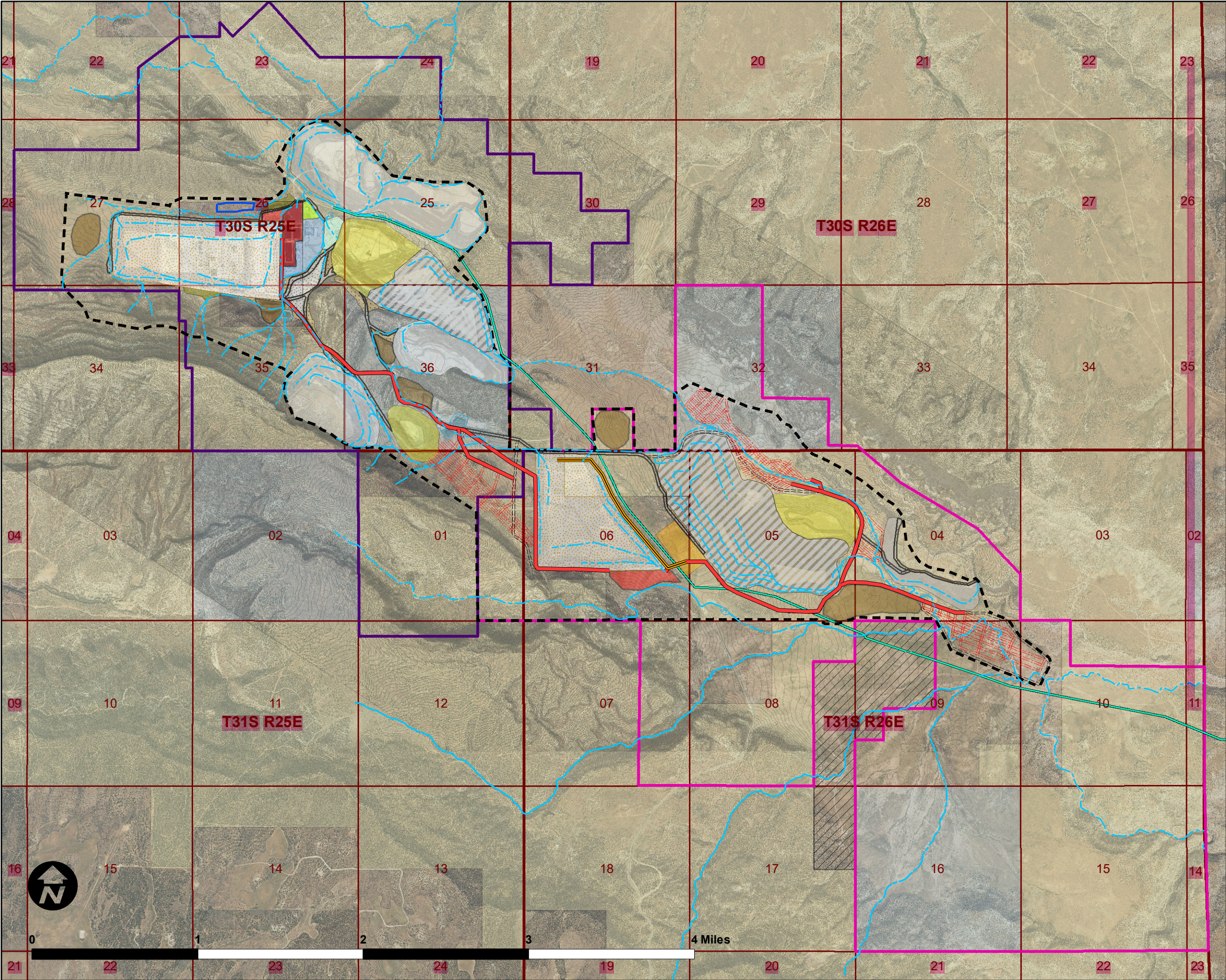


In the 2011 Zoning Ordinance Section 1-13 Amendments outlines:

The number, shape, boundary, area or zone, or any regulation or any other provision of the Zoning Ordinance may be amended by the Board of County Commissioners from time to time, but any such amendment shall not be made or become effective until after thirty days notice and public hearing and unless the same shall have been proposed by or be first submitted to the Planning Commission, for its recommendation which shall be returned within thirty (30) days to the Board of County Commissioners.

As housing options are extremely limited within our county, this opportunity would allow for employees to remain close to the work site. If the zone change is recommended, this item will move to the April 1<sup>st</sup> County Commission Meeting upon which a Public Hearing shall be held.





**Legend**

- Drainage Features
- Project\_Fencing\_(A)
- Cattle Guard
- Conveyor (A)
- Solution Pipeline
- Mine Haul Roads (A)
- Road Berms & Fill
- Light Vehicle Access (A)
- ISR Wellfield Roads
- Natural Gas Line Re-route (A)
- Waste Rock Storage (A)
- Mine Pit Areas (A)
- In-Pit Backfilling
- Heap Leach Pads (A)
- Process Area (A)
- Process Ponds (A)
- Storm Event Ponds (A)
- Admin Area (A)
- Crusher Yard (A)
- Laydown Yard (A)
- Equipment Lineup & Truckshop (A)
- Growth Media Stockpiles (A)
- LP Capping Borrow Material (A)
- LVMC\_Active\_Project\_Boundary
- LLV\_Plan\_Boundary
- Non-LVMC-controlled Private Land

**OWNER**

- Federal
- Private
- State



**LISBON VALLEY MINING CO**  
PO Box 400, Moab, UT 84532  
P: 435-686-9950

Modification of the  
Lisbon Valley Mining Company Plan of Operations  
UTU-72499

**FIGURE 3-3**  
**Proposed Activities (Alt A)**

DATE: 05 January 2023  
Drafted By: LVM Engineering; ADT

REV 19

Item 3.





## LEGISLATIVE STAFF REPORT

**MEETING DATE:** March 13, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of a Conditional Use Permit for a Temporary Meteorological Tower, Scott Schutte, AES Clean Energy

**RECOMMENDATION:** Make a motion approving the Conditional Use using the findings and conditions as provided by staff (state each condition as part of the motion).

Make a motion denying the Conditional Use based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

### SUMMARY

In November 2024, the county received a request for a conditional use permit from AES Clean Energy to install a 60-meter (approximately 200 feet) temporary meteorological tower. The applicant is planning on building a temporary structure for weather studies as part of an investigation for potential energy production in the future.

**Property:**

Parcel: #32S24E255400, 160.44 acres

**Current Zoning:**

This parcel is currently zoned as Agricultural as per 2013 Zoning Map

### ORDINANCE SECTIONS

The Agricultural Zone is designated to promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Renewable Energy (wind farms) is considered a Conditional Use in the Agricultural (A-1) Zone as per the 2011 Zoning Ordinance. By definition, a CONDITIONAL USE is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

In authorizing any Conditional Use, the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and public welfare. Ther Planning



Commission shall not authorize a Conditional Use Permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with the intent, spirit, regulations, and conditions specified in the Ordinance for such use and the Zoning District where the use is to be located, as well as make the use harmonious with the neighboring uses in the Zoning District; and
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

**Possible Conditions May Include:**

- Prior to construction, the applicant shall apply for and receive a San Juan County building permit.
- The applicant shall apply for, receive, and maintain a San Juan County business license and be subject to regular inspections associated with the business license – to include a review of compliance with the CUP conditions.
- The construction and operation of the tower shall comply with the International Fire Code and the San Juan County Fire Policy – and be subject to inspection by fire authorities.
- The tower shall be operated in compliance with federal regulations.
- The tower shall not be used for outdoor advertising, signage, or similar uses without first obtaining permission from San Juan County.
- This permit shall be null and void if the tower is abandoned or the tower is not maintained for 90 days. After abandonment or non-maintenance, the tower shall be removed at owner's expense.
- Any neighbor or adjacent property owner or person reasonably expected to be at or near the facility during construction, maintenance, or other activity which has the potential to harm an individual shall be informed of the activity and provided with safety information, as appropriate.
- The facility shall be kept clean and free from rubbish, flammable waste material or other noxious or nuisance substances.
- The tower will require a variance from the San Juan County Land Use Ordinance which establishes a maximum height for structures at 35'.



## Applying for a Conditional Use Permit in San Juan County

The term "conditional use permit" refers to a land use which would not be permitted under normal regulations of a zoning district, however, the proposed use may be acceptable within the zoning district if development of the use complies with special conditions provided by the Planning Commission. Specified conditions associated with a conditional use permit (CUP) may only be amended by the Planning Commission. The conditional use permit is revocable by the County if any of the conditions are violated or not met with certain time frames.

### **Overview:**

Conditional use permit applications are reviewed by the Planning Commission and San Juan County staff to determine compliance with the following county code:

### **Chapter 6, 6-4. Determination**

The Planning Commission, or upon authorization, the Zoning Administrator, shall approve a conditional use to be located within any district in which the particular conditional use is permitted by the use regulations of this Ordinance. In authorizing any conditional use the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and the public welfare. The Planning Commission shall not authorize a conditional use permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with intent, spirit, regulations and conditions specified in this Ordinance for such use and the zoning district where the use is to be located, as well as make the use harmonious with the neighboring uses in the zoning district.
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

### **Submittal Deadline:**

Application for a conditional use permit must be submitted to the San Juan County Planning and Zoning Department, 117 S. Main Street, Monticello by 10:00 a.m. at least three (3) weeks prior to the intended date the application is to be considered



by the Planning Commission. Incomplete applications may delay processing of the application and subsequent scheduling of public hearings.

### Meeting Dates:

Who? San Juan Planning and Zoning Commission  
 When? 2nd Thursday of each month at 7:00 p.m.  
 Where? San Juan County Administration Building, Room 200 - Old  
 Commission Chambers, 117 South Main Street, Monticello, Utah.

### Application Fee (non-refundable)

- ☐ Conditional Use Permit: See Fee Schedule

### Application Process:

**Step 1. Contact the Planning and Zoning Department Staff.** Meet informally with a member of the Planning and Zoning Department staff to discuss your proposal and review the issues, procedures and fees associated with the application.

**Step 2. Submit Application:** For all conditional use permit applications please submit the following:

- ☐ Completed Conditional Use application form.
- ☐ Property Owner's Affidavit (i.e. a written statement made before a notary). For your convenience, an affidavit has been provided on the back of the application form.
- ☐ If the property owner is to be represented by an "agent" during meetings with the County, please complete and submit the Agent Authorization form (also provided on the back of the application form).
- ☐ Payment of application fee.
- ☐ Three (3) copies of a legible site plan proposal. The site plan should include the following information:
  - ☐ Include the project name and exact street address, if possible.
  - ☐ Accurate dimensions of the subject property, drawn to scale (i.e. 1"=10', 1"=30', etc.) with north arrow and date of drawing. Sheet size should be a minimum of 18"x24".
  - ☐ Property lines, adjoining streets or roads, right-of-ways, waterways, easements, etc. with dimensions.



- Location and dimension of existing and proposed buildings, entries and exits, driveways, parking areas, landscape areas, sidewalks, retaining walls, fences, exterior lighting, etc.
- Location of existing property features such as streets and roads, canals, ditches waterways, hillsides, wetlands, flood plain, etc.
- Three (3) copies of floor plans. Include both existing and proposed floor plans. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the plans.
- Three (3) copies of building elevations. These must be dimensioned to show an accurate representation of the proposed building. Provide a summary of the type of building materials which will be used for all structures. Indicate the scale (i.e. 1/8"=1', 1/4"=1', etc.) used on the elevation.
- Submit (1) copy of reduced 8 1/2 x 11 inch copy of all development plans.

**\*All plans submitted with the application will not be returned to the applicant and are the property of San Juan County**

**Step 3. Attend the Planning Commission Meeting.** The applicant will be sent a copy of the Planning Commission agenda and staff recommendation in advance of the meeting date. Information on the agenda will give the date, time and place of the meeting. The applicant or an authorized representative must be in attendance at the meeting. If no applicant is present, the Planning Commission will move on to the next agenda item. It will be up to the applicant to reschedule another hearing date. The applicant should be prepared to present the proposal in detail and answer questions from the Planning Commission members and other interested parties. An application may be "tabled" or "continued" if the Planning Commission needs additional information or time to consider the application. Otherwise, the Planning Commission will make a motion to approve or deny the request.

**Appeal of Planning Commission Decision:**

Anyone aggrieved with a decision of the Planning Commission may appeal the decision to the Board of County Commissioners. The appellant may be applicant, neighboring property owner, an effected resident, or even the County itself. Appeals must be in writing and received by the County Administrator within thirty (30) days of the



Planning Commission decision. Appeal requests must contain all documents and must state the reason(s) for the appeal. Payment of a fee is required at the time of filing.

**Conditional Use Permit Issuance:**

Following the approval of the conditional use permit by the Planning Commission, the permit will be issued in a letter to the applicant. The letter will state with specificity the conditions of the permit approval. This document should be retained in the records of the property owner or applicant. All conditions outlined in the permit must be maintained in order for the permit to remain valid and in effect.

**Expiration of Conditional Use Permit:**

Approval of the conditional use permit application by the Planning Commission will expire one (1) year after the date of approval unless there has been substantial action on the CUP (i.e. obtained a building permit) by the applicant. The Planning Commission may grant one extension up to six (6) months, when it is deemed in the public interest.



## SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ New Construction      ☐ Land Use Change  
☐ Addition      ☐ Appeal

Subject Property Location or Address: Parcel 32S24E2555400

### Parcel Identification

Number: 32S24E2555400

Parcel Area: 160.44 ac

Current Use: Agricultural

Floor Area: N/A

Zoning Classification: Agricultural

### Applicant

Name: Latigo Wind II, LLC

### Mailing

Address: 282 Century Place, Suite 2000

City, State,

ZIP: Louisville, CO 80027

Daytime Phone #: 540-323-2065

Fax#: \_\_\_\_\_

Email Address: scott.schutte@AES.COM

Business Name (If applicable): AES Clean Energy

Property Owner's Name (If different): Joshua and Michelle Baird

Property Owner's Mailing Address: PO Box 761

City, State, ZIP: Monticello, UT 84535

Daytime Phone #: 435-459-3038

Fax#: \_\_\_\_\_

Describe your request in detail (use additional page(s) if necessary): \_\_\_\_\_

Latigo Wind II, LLC is requesting a building permit to install a 60-meter meteorological tower in San Juan County.

Location and drawings are provided in additional documentation.

Authorized Signature: Scott Schutte

Date: 11/19/2024



### Property Owner's Affidavit

I (we) \_\_\_\_\_, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah            )  
                                     :  
County of San Juan    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_



### Agent Authorization

I (we) \_\_\_\_\_, the owner(s) of the  
real property located at \_\_\_\_\_

in San Juan County, Utah, do hereby appoint \_\_\_\_\_,  
as my (our) agent to represent me (us) with regard to this application affecting the above  
described real property, and authorize \_\_\_\_\_,  
to appear before any County board or commission considering this application.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah            )

:

County of San Juan    )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me  
\_\_\_\_\_ the signer(s) of the  
above *Agent Authorization* who duly acknowledge to me that they executed the same.

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_



## Property Owner's Affidavit

I (we) Josh and michelle Baird, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

Josh Baird  
Owner's Signature

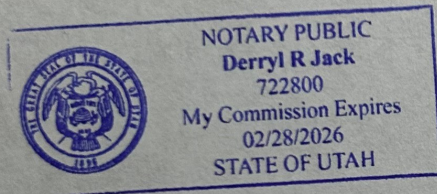
Michelle Baird  
Owner's Signature (co-owner if any)

State of Utah )

:

County of San Juan )

Subscribed and sworn to before me this 27 day of November, 2024.



Derryl R. Jack  
Notary Public  
Residing in Monticello, UT 84535  
My Commission expires: 2-28-2026



**Agent Authorization**

I (we) Josh and Michelle Baird, the owner(s) of the  
real property located at 32824 E 2555400

in San Juan County, Utah, do hereby appoint \_\_\_\_\_,  
as my (our) agent to represent me (us) with regard to this application affecting the above  
described real property, and authorize \_\_\_\_\_,  
to appear before any County board or commission considering this application.

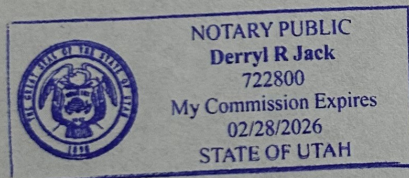
Josh Baird  
Owner's Signature

Michelle Baird  
Owner's Signature (co-owner if any)

State of Utah )

County of San Juan )

On the 27 day of November, 2024, personally appeared before me  
Josh and Michelle Baird the signer(s) of the  
above *Agent Authorization* who duly acknowledge to me that they executed the same.



Derryl R. Jack  
Notary Public  
Residing in Monticello, UT 84535  
My Commission expires: 2-28-2026





FW: Payment Receipt

1 message

Scott Schutte <scott.schutte@aes.com>  
To: "Bushnell, Kristen" <kbushnell@sanjuancounty.org>

Wed, Nov 20, 2024 at 7:54 AM

Hi Kristen,

I submitted the application online and paid the fee. Let me know if you need anything else.

Receipt of payment is below.

Thanks!



**Scott Schutte**  
Manager, Wind Development  
AES Clean Energy  
282 Century PL #2000 | Louisville, CO 80027  
Email: [scott.schutte@aes.com](mailto:scott.schutte@aes.com)  
Mobile: 540-323-0265



From: CORE Payments <[noreply.corepay@corebt.com](mailto:noreply.corepay@corebt.com)>  
Sent: Wednesday, November 20, 2024 9:53 AM  
To: Scott Schutte <[scott.schutte@AES.COM](mailto:scott.schutte@AES.COM)>  
Subject: Payment Receipt

**CAUTION:** This email originated from outside AES. Do not click links or open attachments unless you recognize the sender.



Building Department

If you are having problems viewing this email, [click here to view online](#).

Payment Receipt

This payment, if successful, will settle to your financial institution within one business day of processing. Please allow a few days after that for it to post to your San Juan County Building Department account. In the event that this payment is returned unpaid for any reason, you understand that a collection fee of the amount allowed by the state may be electronically debited from your account.

Thank-you for your payment.

If you have any **questions please call San Juan County Building Department at 435-587-3829**.  
Note: It is your responsibility to cancel future payments if, for any reason, you no longer have responsibility for them.  
Payment processing for San Juan County Building Department provided by: CORE Payments

Name of Payee: San Juan County Building Department  
**Your statement will describe your payment as 'CBT\*San Juan Building' and the service fee transaction as 'CBT\*SVC FEE SAN JUAN'.**

Name of Payer: Scott Schutte

Permit Number: 000000

Credit/Debit Card #: V\*3422

Name on Credit/Debit Card: Scott Schutte

Amount: \$1,000.00

Processing Fee: \$25.00

Total: \$1,025.00

Category: Building Dept

Processing Date: 11/20/2024

Confirmation #: 673df7c5-SIP-92077

Authorization Code: 07645I-07665I

Transaction ID: Event-5070

Instructions: Thank-you.

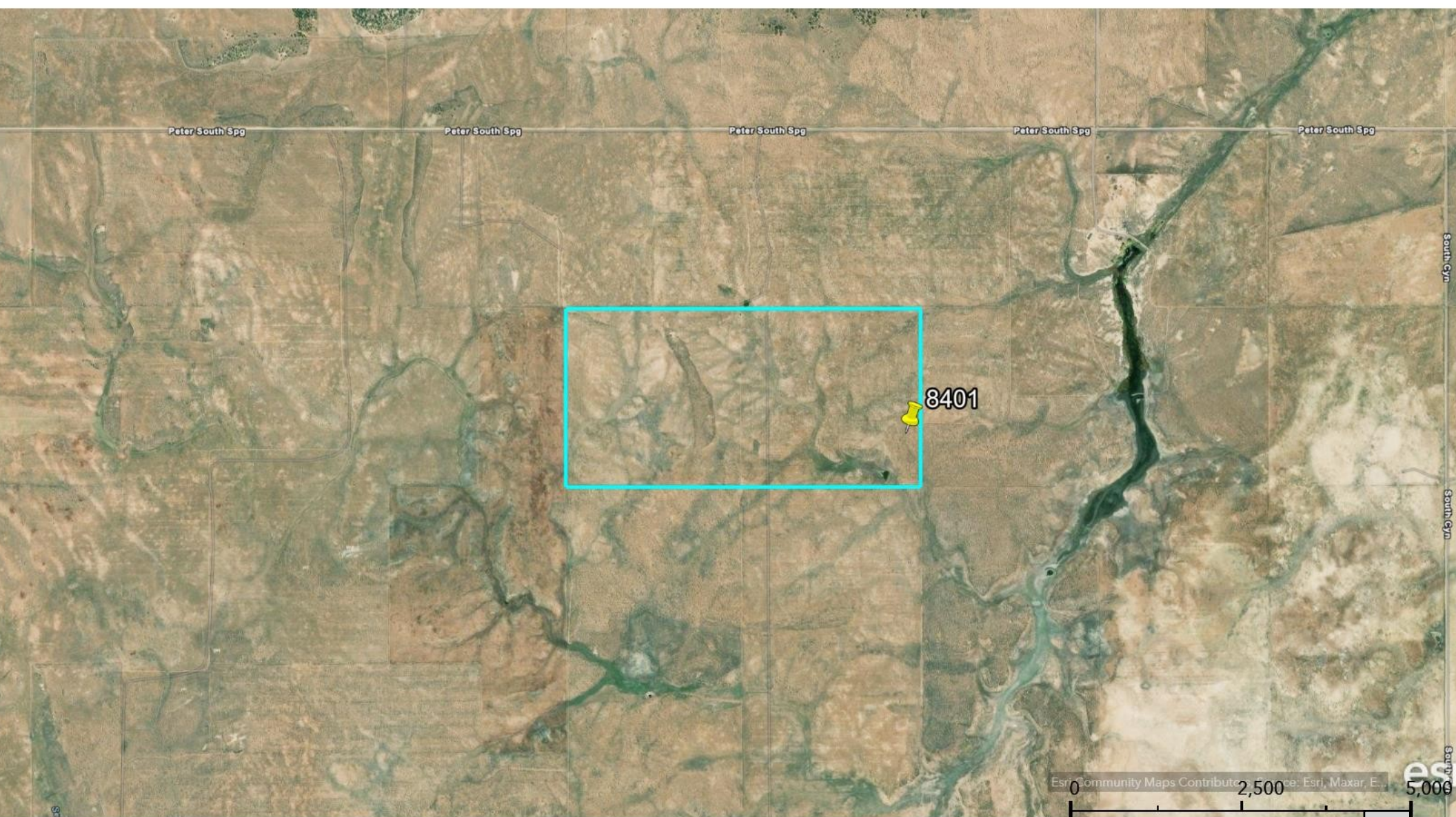




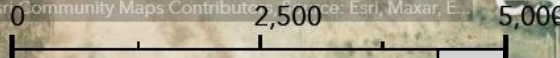
# Meterological Tower Location

Item 4.

San Juan County, UT



Esri Community Maps Contributor Source: Esri, Maxar, E...





# 50m XHD & 60m XHD TallTower™ Installation

USER'S MANUAL

## Meteorological Tower Overview



# Temporary Meteorological Tower Examples

Item 4.





# Installation Process

- Installation team of 3-5 people
- Vehicles include pickups, possibly a trailer, and skid steer
- Vegetation is only required to be cleared if it's taller than about 4-5 feet above ground
  - If cleared, it can be cleared to about 1ft above ground to help with re-growth and erosion mitigation
  - Maximum needed clearing is the “Christmas tree” shape shown on the next page
- The tower comes in sections which are put together on the ground in the lying down position
  - Nearly all of the work is done, including mounting the meteorological sensors, with the tower lying down
  - Afterwards, the tower is winched up with a gin-pole and the guy wires are tensioned into place
- Multiple anchor options exist, but typically it's a helical ground screw sold by NRG
  - Screw length is 5.5 feet long
  - Screws are removable and leave nothing behind



# Anchor Options (non-exhaustive)

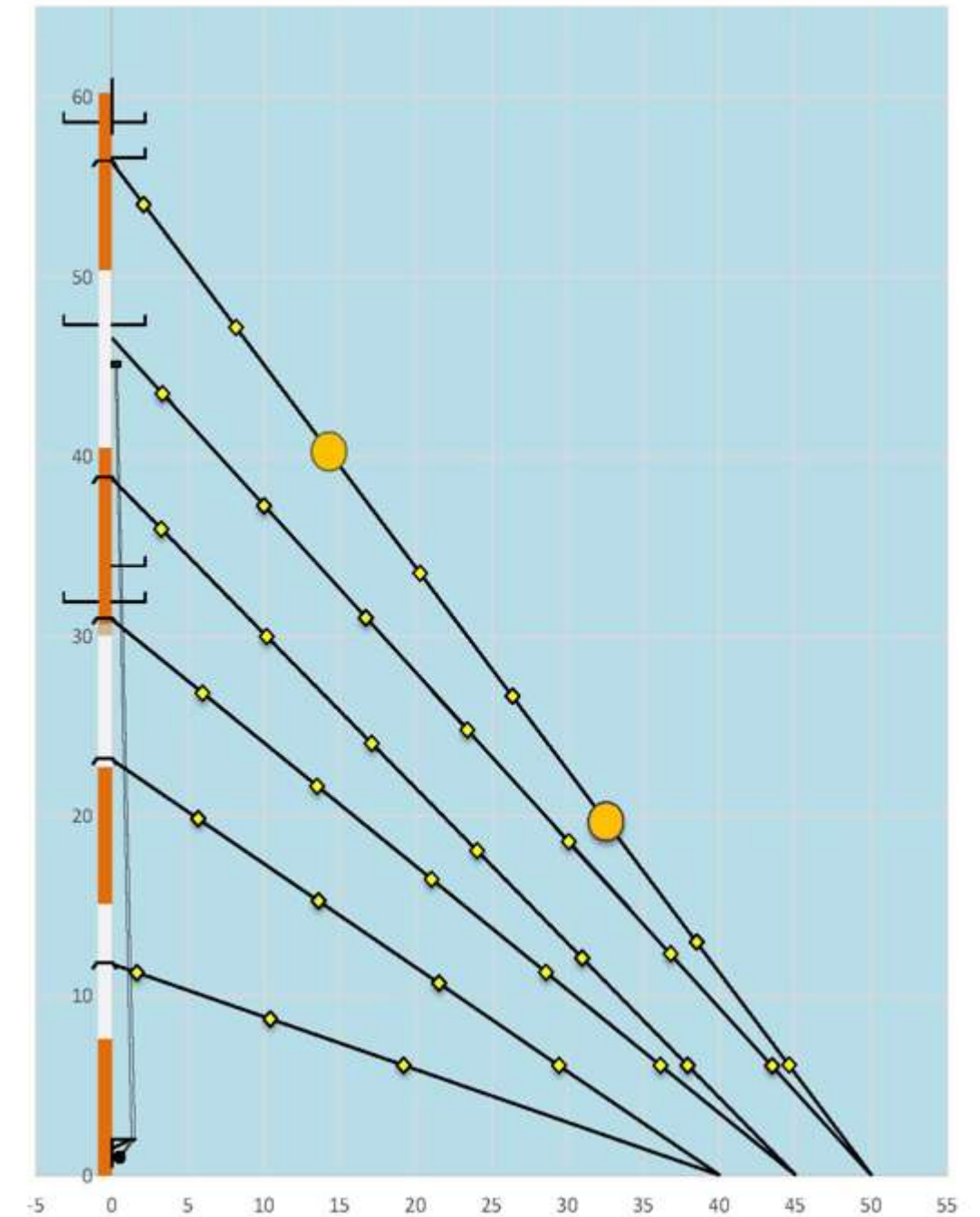
Item 4.





# Tower Marking and Lighting

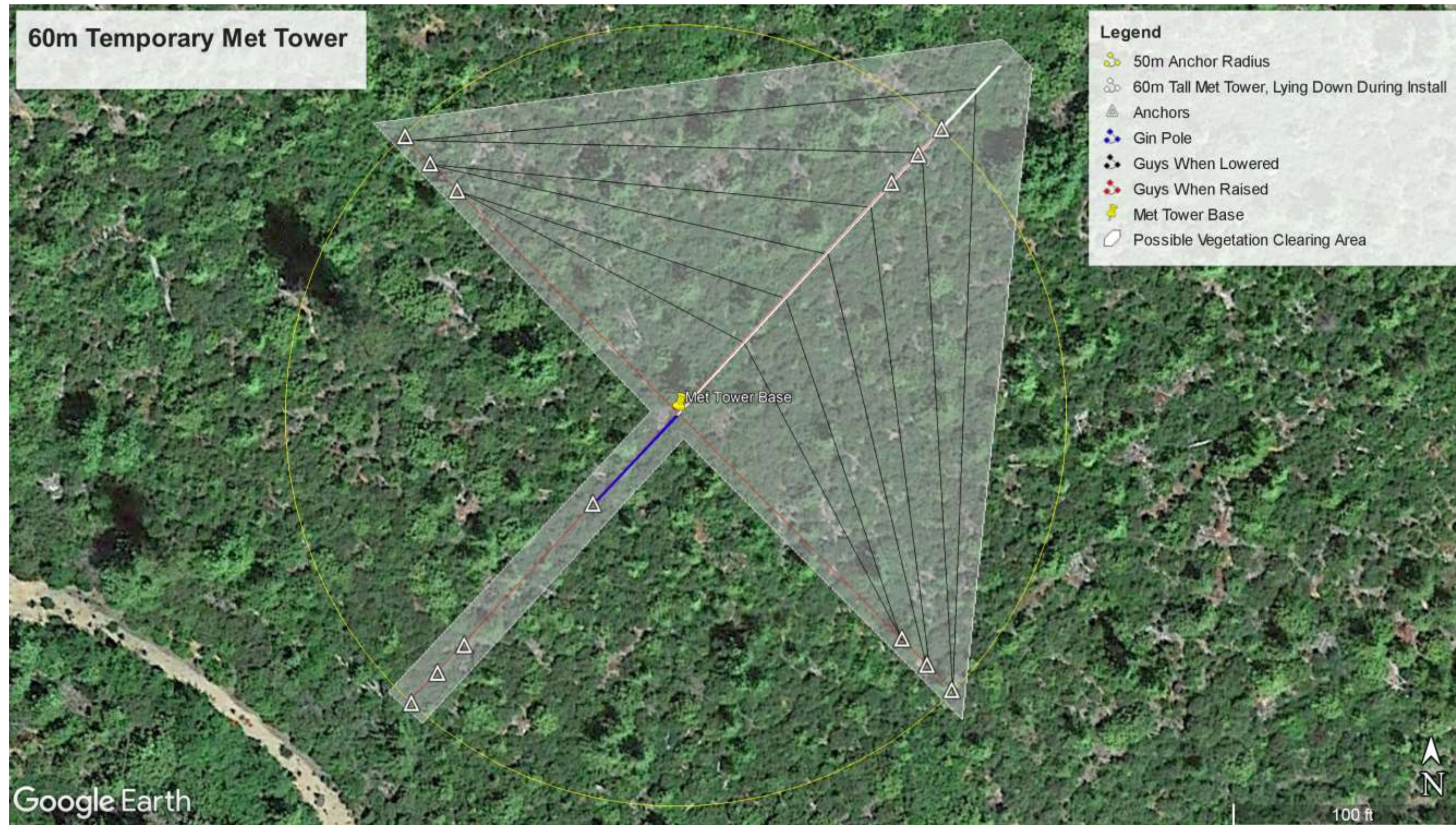
- Towers are painted in 7 bands of alternating orange and white
- Towers under 200ft do not need lights
- Guy lines have 8 marker balls, at 1/3 and 2/3 tower height on each guy
- Guy lines have guy guards at the base





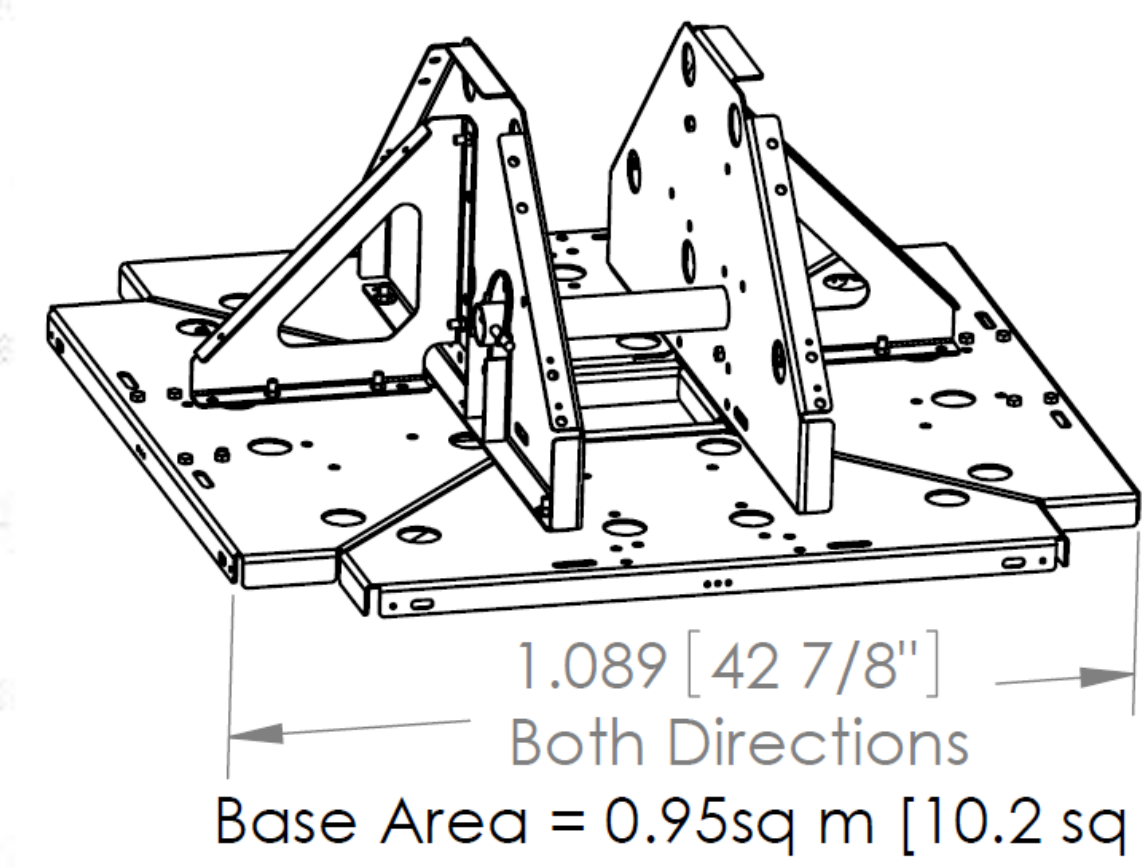
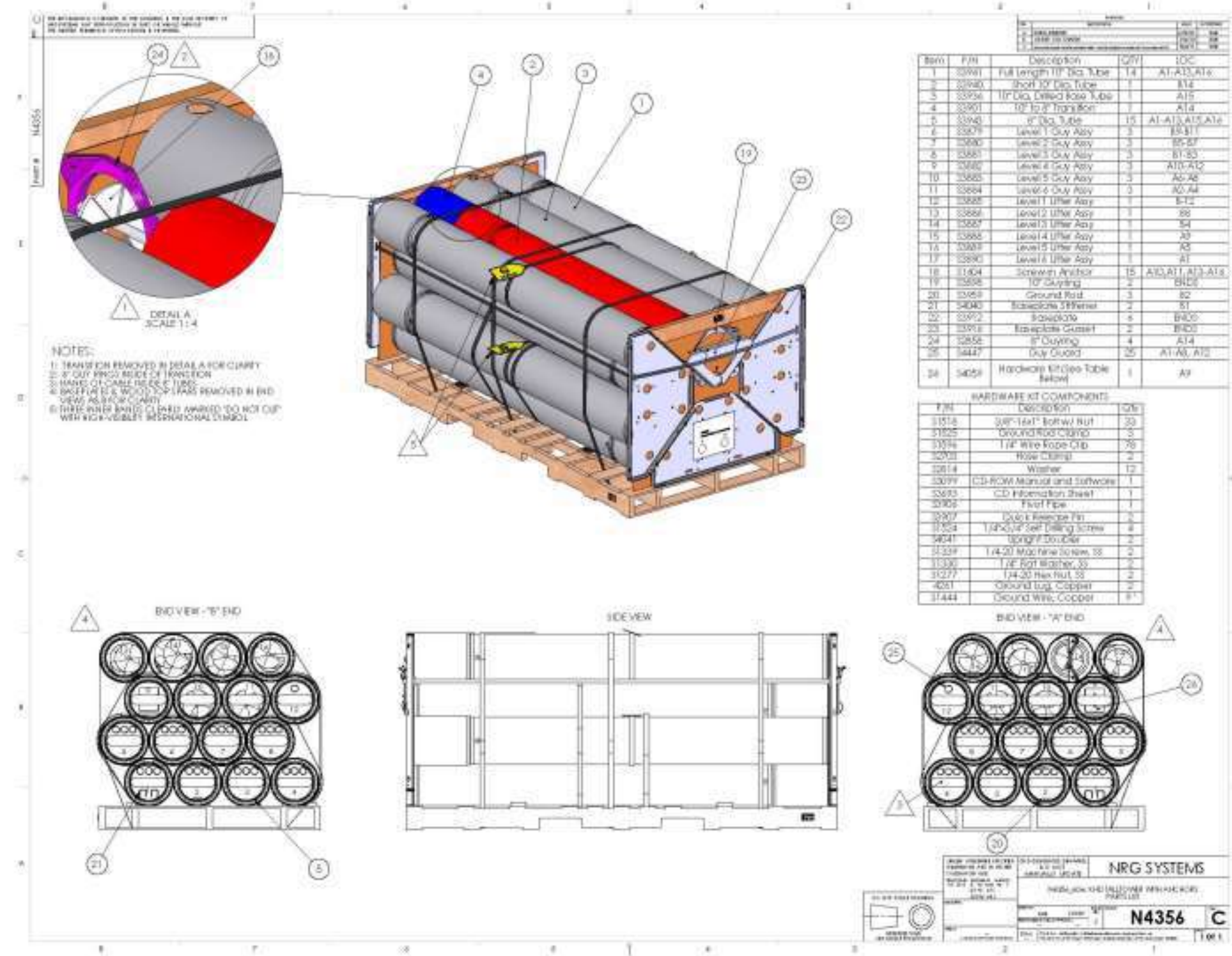
# Layout During Installation

Maximum vegetation clearing needed would be the white “Christmas Tree” shape



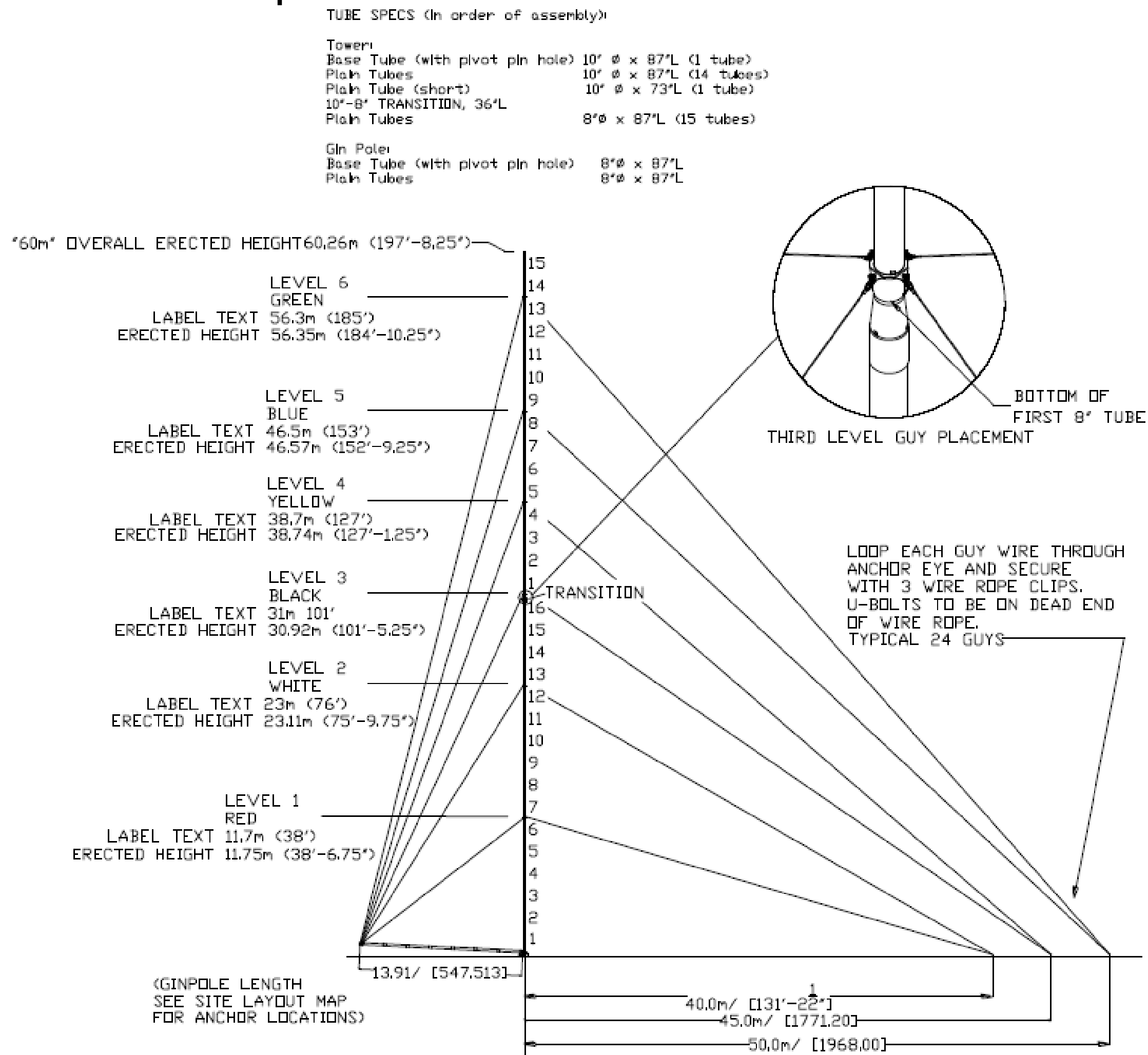


# 60m XHD Tower Package



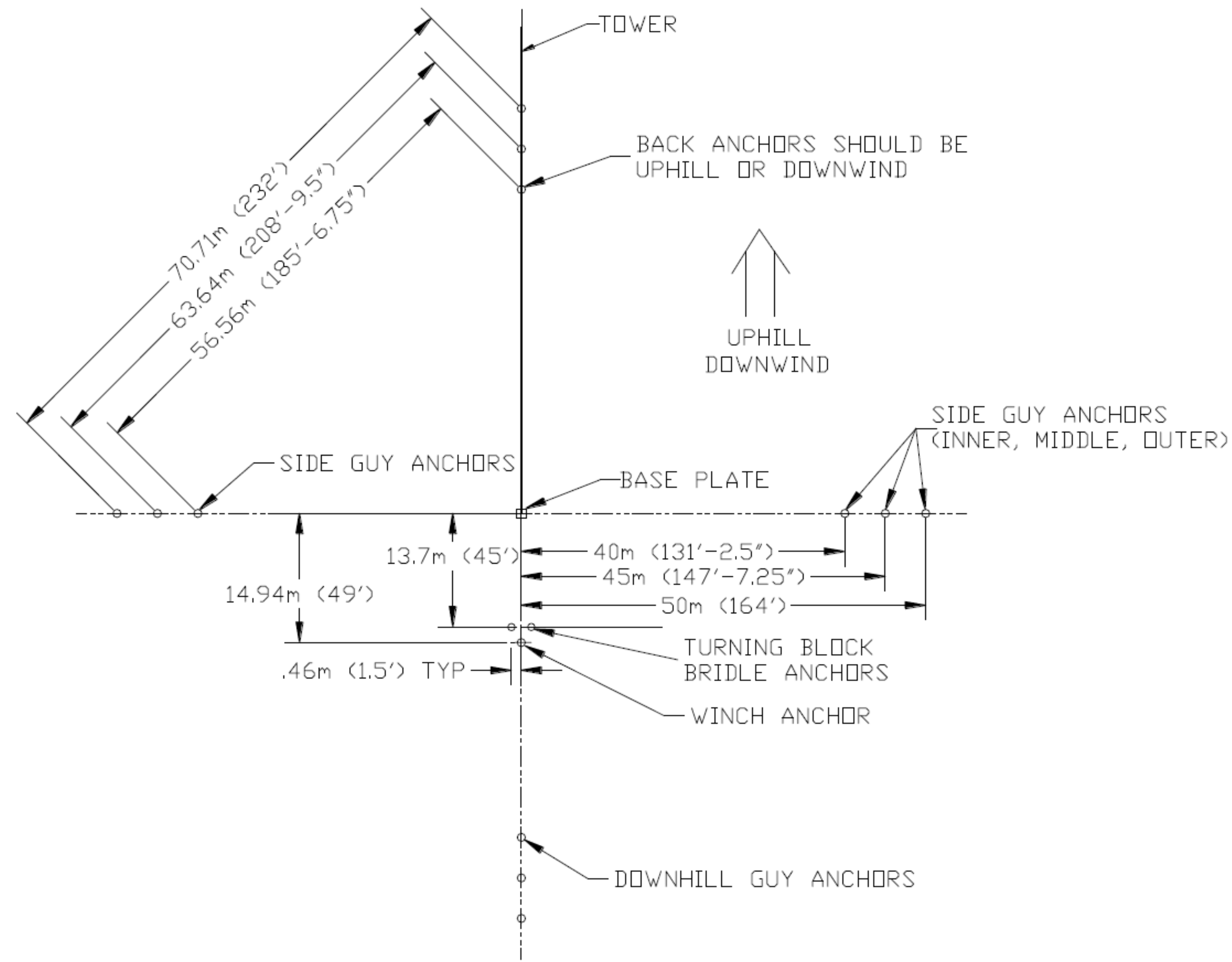


# 60m XHD Tower: Standard Footprint Elevation Profile



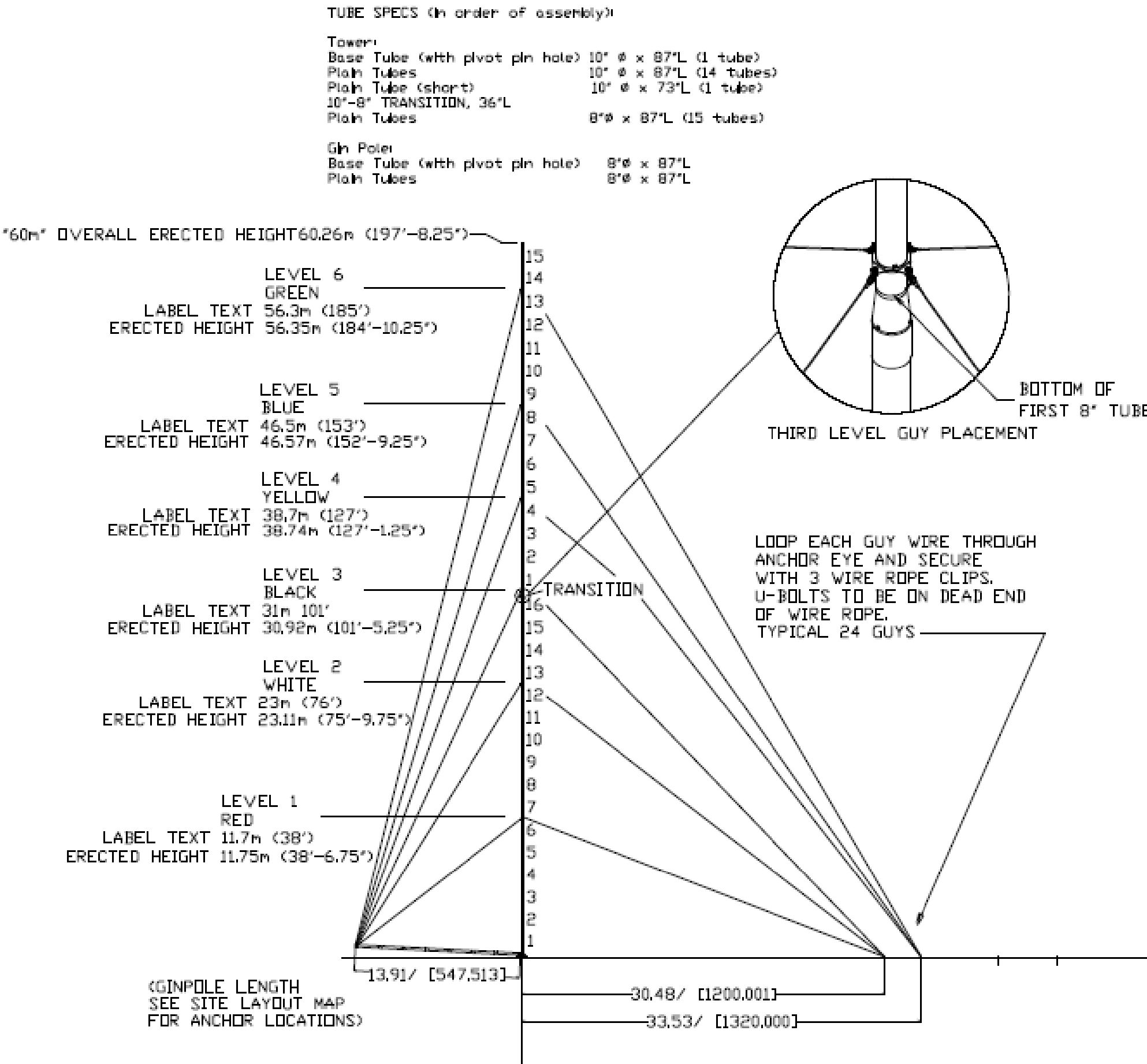


# 60m XHD Tower: Standard Footprint Overhead



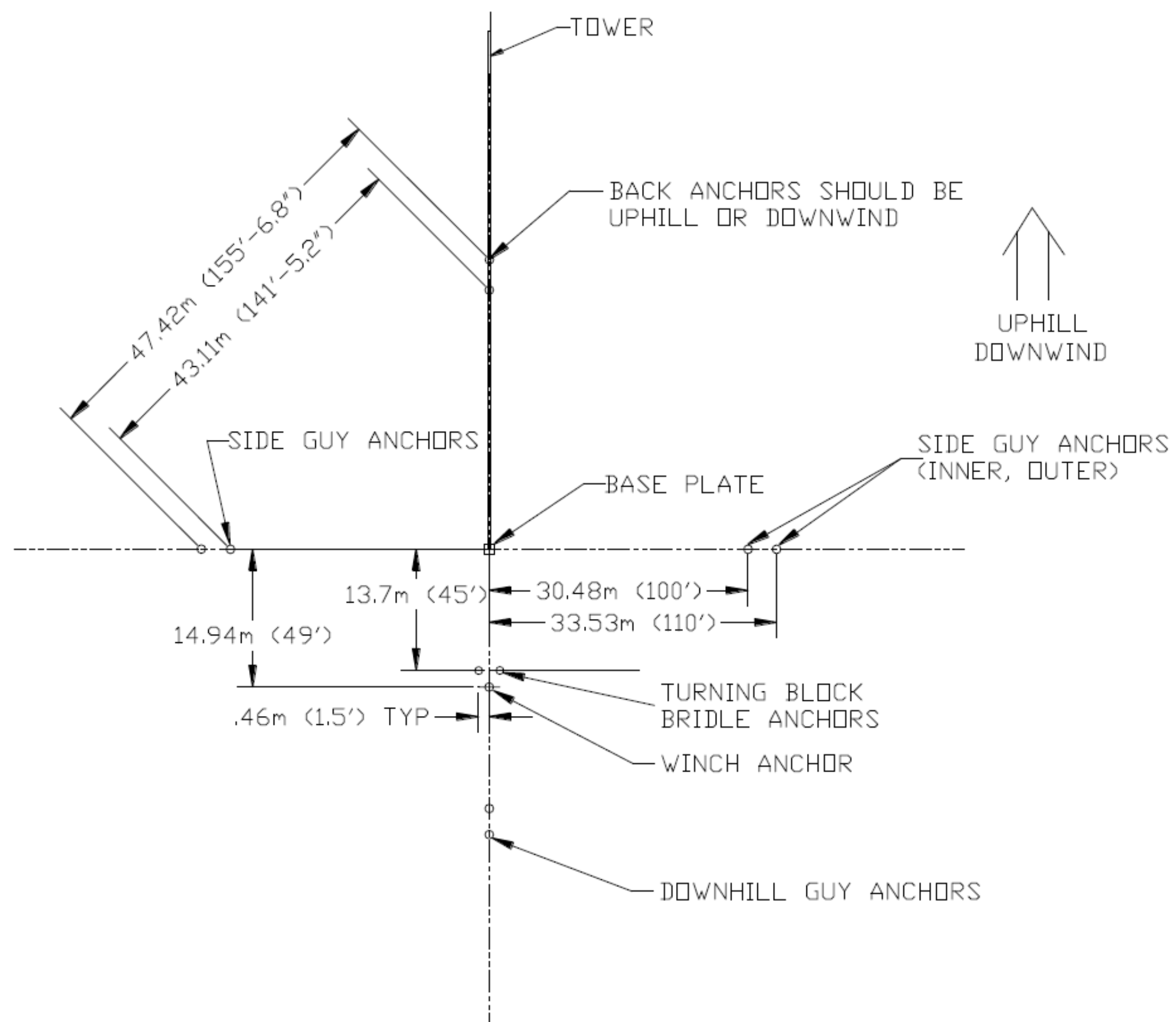


# 60m XHD Tower: Small Footprint Elevation Profile





# 60m XHD Tower: Small Footprint Overhead







## LEGISLATIVE STAFF REPORT

**MEETING DATE:** March 13, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of a Conditional Use Permit for EG Orion Solar Project, Dale Harris, Enfinity Global

**RECOMMENDATION:** Make a motion approving the Conditional Use using the findings and conditions as provided by staff (state each condition as part of the motion).

Make a motion denying the Conditional Use based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

### SUMMARY

In January 2025, the county received a request for a conditional use permit from Enfinity Global to develop a utility scale solar project on the parcels below. The project will consist of approximately 199 megawatts alternating current solar photovoltaic renewable energy facility, with 400 megawatt-hours of energy storage, and an onsite project substation. This project will connect the facility output to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

#### Property:

Parcels: #32S24E080000 / #32S24E056600 / #32S24E090600 / #32S24E160000 /  
#32S24E106000 / #32S24E090000 / #32S24E102400 / #32S24E107800

collectively 1,720 acres

#### Current Zoning:

This parcel is currently zoned as Agricultural as per 2013 Zoning Map

### ORDINANCE SECTIONS

The Agricultural Zone is designated to promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Renewable Energy (solar) is considered a Conditional Use in the Agricultural (A-1) Zone as per the 2011 Zoning Ordinance. By definition, a CONDITIONAL USE is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not



be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

In authorizing any Conditional Use, the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and public welfare. The Planning Commission shall not authorize a Conditional Use Permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with the intent, spirit, regulations, and conditions specified in the Ordinance for such use and the Zoning District where the use is to be located, as well as make the use harmonious with the neighboring uses in the Zoning District; and
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

**Possible Conditions May Include:**

- Original signatures of all property owners and applicant must be filed with the Planning Administrator.
- Prior to construction, the applicant shall apply for and receive a San Juan County building permit.
- The applicant shall apply for, receive, and maintain a San Juan County business license and be subject to regular inspections associated with the business license – to include a review of compliance with the CUP conditions.
- The construction and operation of the solar project shall comply with the International Fire Code and the San Juan County Fire Policy – and be subject to inspection by fire authorities.
- The solar project shall be operated in compliance with federal regulations.
- Life of the project and final reclamation plan shall be signed as an agreement with the property owners. This permit shall be null and void if the solar project is abandoned or the solar panels are not maintained for 90 days. After abandonment or non-maintenance, the solar panels and all infrastructure shall be removed at owner's expense.
- Any neighbor or adjacent property owner or person reasonably expected to be at or near the facility during construction, maintenance, or other activity which has the potential to harm an individual shall be informed of the activity and provided with safety information, as appropriate.
- The facility shall be kept clean and free from rubbish, flammable waste material or other noxious or nuisance substances.



## Conditional Use Permit (CUP) Application Package

# EG Orion Solar Project

**December 2024**

**For Submittal to:**

San Juan County Planning & Zoning and Building Department  
117 S. Main Street P.O. Box 9  
Monticello, Utah 84535

**Prepared by:**

EG US Devco LLC  
2 S Biscayne Blvd, 32nd Floor  
Miami, FL. 33131



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## 1. Introduction

Enfinity Global (d/b/a EG US Devco LLC) is pleased to submit this Conditional Use Permit (CUP) Application Package for the proposed Orion Solar Project (Project) - Solar PV, battery energy storage system (BESS) and associated Project substation. The Project will consist of an approximately 199 megawatts alternating current (MWac) solar photovoltaic (PV) renewable energy facility, 400 megawatt-hour (MWh) of energy storage, an onsite Project substation, and will occupy approximately 1,723 acres, in San Juan County, Utah. The Project will connect the facility output to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

The proposed Project site is located approximately 9.4 miles north of Monticello, Utah; east of Highway 191 and north of County Road 331. The Subject Property consists of 1,723 acres in Township 32 South, Range 24 East, Sections 5, 8, 9, 10, and 16. The Project Area consists of three private landowners that are currently using the property for agricultural and ranching operations.

Orion Solar Energy Facility, LLC representatives met with Mark McDonald, San Juan County Chief Administrative Office on September 26, 2023, to review the proposed Project.

EG US Devco LLC is pursuing this project in anticipation of the sale of power to a utility serving Utah. The Project Area is ideal due to the solar resource, topography, and proximity to a point of interconnection. The Project will support economic development through job creation, taxes, and construction activity in San Juan County, as well as assist in meeting Utah's renewable energy portfolio standard goals.



## 2. Property Information

### 2.1 Project Location

The proposed Project site is located approximately 9.4 miles north of Monticello, Utah; east of US Highway 191 and north of County Road 331. The Project facility site is located on 1,723 acres on eight parcels with Assessor's Parcel Numbers (APNs) shown in the table below. Refer to Figure 1 showing the Project map.

The Project is in the Monticello Upland ecoregion within the Colorado Plateaus ecoregion (Woods et al. 2001). This region is defined by gently sloping uplands blanketed by deposited eolian material. Soils are characterized by deep, silty Mollisols that can retain enough moisture. These soils sustain dryland farming for winter wheat and pinto beans. Shallow or stony soils are found along the rims of benches and minor escarpments, which support pinyon-juniper woodland. The detailed legal description of the Project Area is described in the Title Commitment Report attached as Appendix A.

**Table 1: Land Parcel Description**

Owner Name	Parcel ID
James T. and Linda C. Boulden (Basin Land & Livestock FLP)	32S24E080000
	32S24E056600
Richard D. Francom	32S24E090600
	32S24E160000
	32S24E106000
Trent and Russell Schafer	32S24E090000
	32S24E102400
	32S24E107800

### 2.2 Project Area Zoning and Land Use Designations

The Project Area consists of private landowners that are currently using the property for agricultural and ranching operations. No state or federal lands are present adjacent to the Project Area. Primary land cover within and adjacent to the Project Area is cropland and grassland/herbaceous. Existing structures within the Project Area include high-powered transmission lines (PacifiCorp 345kV) and County roads.

The Project Area and adjacent parcels fall within Agriculture (AG) zoning district. In accordance with the San Juan County Zone Use Table (Addendum B) Regulations, a solar PV facility is allowable use with a Conditional Use Permit (CUP) within the AG zoning district.

#### Current Use

The Subject Property is currently used for grazing cattle while most of the land is undeveloped rangeland.



## **Past Use of Site**

Based on a review of aerial photographs, the Project Area was primarily rangeland and grazing pastures with some scattered cropland since 1937, with an increase in agricultural activity until 1950. Since 1950, agricultural fields appear to have reverted back to rangeland until the present day. A few pond features observed on the aerial photographs suggest that parts of the Project Area were used for grazing cattle.

## **Adjoining Properties and Surrounding Area**

Lands adjacent to the Project Area are used for homesteads, agriculture, and rangeland as follows:

- North – Rangeland.
- Northeast – Rangeland.
- East – Agricultural fields, homestead, and rangeland.
- Southeast - Rangeland.
- South – Homestead, pastures, and rangeland.
- Southwest - Homestead, agricultural fields, and rangeland.
- West – Homestead, agricultural fields, and rangeland.
- Northwest - Rangeland.



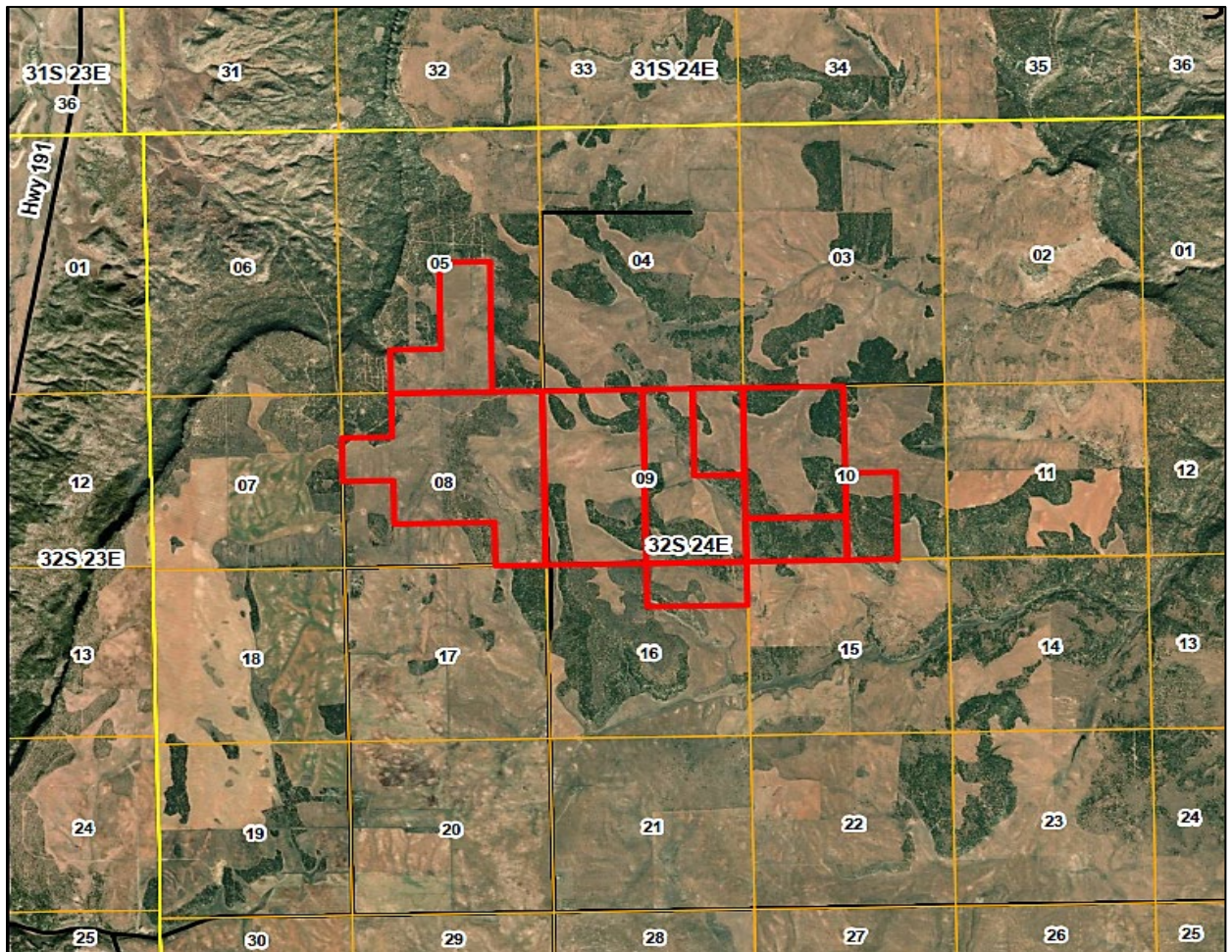


Figure 1: Project Map



## 3. Project Information

The overall Project will involve the construction and operation of a 199 MWac solar photovoltaic (PV) electric generation, 400 MWh energy storage facility and facility substation interconnecting to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp.

### 3.1 General Description of Structures and Roads

Sturgeon Road (County Road 320) runs north to south through the west side of the Project Area. Schafer Road (County Road 330) runs east to west along the northern border of the Project Area until it connects to County Road 320. Tarb Cuoff (County Road 321) extends west from County Road 320, south of the Project Area, and merges with Tarb Road (County Road 321). Tarb Road runs north, from the merge point of County Road 321 to the west corner of the Project Area. A network of two-track roads extends across the Project Area.

A 345kV overhead transmission line runs north to south through the west part of the Project Area, adjacent to a second overhead transmission line (138kV). A third overhead transmission line (69kV) runs north to south, west of the Project Area along Tarb Road. All three (3) transmission lines are owned by PacifiCorp.

### 3.2 Facility Description

The solar field will consist of PV solar panels mounted on a single-axis tracking (SAT) system supported by driven pile foundations (or equivalent) with minimal anticipated ground disturbance required. The proposed facilities largely consist of installed solar field equipment and perimeter fencing. The SAT system aligns the panels in rows that rotate to face east in the morning hours and west in the afternoon hours, tracking the sun along a north/south axis to maximize solar energy production. At their highest point, the top edge of the PV panels will be approximately 8 to 10 feet above ground level depending on spot topography.

The Project will utilize UL-listed, commercially available crystalline silicon PV modules. The final quantity of PV solar panels will be determined during final engineering with the availability of detailed technical and engineering studies. Inverters and associated transformers, for the purpose of converting the DC electricity from the modules to AC electricity for the grid, will be installed throughout the site on concrete equipment pads. Impervious areas are limited to pile foundations, equipment pads, substation, and access roads.

The proposed energy storage system will be housed in storage enclosures. The battery storage enclosure design will each be approximately 20 feet long, 8 feet wide, and have a height of about 10 feet. The associated inverters, transformers, and switchgear will be located immediately adjacent to the enclosures on concrete pads. Selection of the enclosure will be determined by considering equipment efficiency performance during the detailed engineering design.



The energy storage equipment enclosures will be designed with a fire rating in conformance with national, state, and local standards. The enclosure will also have heating, ventilation, and air conditioning (HVAC) cooling with batteries to maintain energy efficiency. Power to the HVAC, lighting, etc. will be provided via a connection to the on-site station service transformer. The energy storage system will be un-staffed and will have remote operational control and periodic inspections/maintenance performed as necessary.

The facility substation will comprise of a main power transformer, HV circuit breakers, auxiliary transformer and revenue meter. Energy generated by the PV array will be stepped up through the main power transformer and will be delivered to the existing 345 kV transmission line between Pinto and Huntington Substations owned by PacifiCorp. The number and height of the poles as well the type of conductor will be finalized during detailed design. The access to the Project site shall be via County Road 320 which is further connected to US Highway 191.

Gated and locked access points will be provided for the Project site and will always allow for first responder access. Internal access roads to major equipment pad locations will be all weather to ensure first responder access and circulation for operations and maintenance. The Project fence would be eight feet in height, have round capped posts and smooth top and bottom wire (no barbed wire) so that wildlife is not impaled. Lighting installed for the Project would be designed to provide minimum illumination needed to achieve safety and security and would be downward facing and shielded to focus illumination on the desired areas only. Security lighting may be provided at the facility substation, inverters, and the point(s) of access. The Project Area would not be lit at night to minimize wildlife attraction to project infrastructure and limit impacts to hunting, migration or other activities of wildlife.

The key components associated with this Project are:

- Facility substation, consisting of main power transformer, HV circuit breakers, auxiliary transformer and revenue meter.
- PV single-axis tracker (SAT) system and other associated electrical equipment;
- Energy storage batteries;
- Power conversion stations, consisting of inverters and medium voltage transformers;
- Underground collector lines;
- Internal access roads;
- Security fencing;
- Safety lighting;
- Emergency Response Plan/Fire Suppression System

### 3.3 Project Development Schedule

Construction of the proposed Project is anticipated to begin in Q4-2027, with the Project being operational in Q4-2029. It is anticipated that construction of the Project would take approximately 24 months to complete. The Project development schedule is shown in Table 2.



**Table 2: Project Development Schedule**

Activity	Proposed Timeline
Pre-construction: permitting, interconnection agreement, design, and Engineering, EPC contractor selection	Q4 2023-Q2 2027
Mobilization	Q3 2027
Start of construction	Q4 2027
Site grading and fencing	Q4 2027
Solar array and energy storage installation	Q1 2028
Project substation construction	Q1 2029
Facility Energization	Q3 2029
Commercial Operation	Q4 2029

### 3.4 Overview of Typical Construction Activities

Construction activities would primarily consist of site preparation, including installation of stormwater and erosion control measures, grading and civil work, equipment installation, material deliveries, and commissioning and equipment testing. The Project construction would generate temporary traffic, which would primarily consist of the delivery of construction equipment, vehicles, and materials, as well as daily construction worker trips. Most of the equipment (e.g., solar panels, inverters, tracker steel, transmission poles, substation circuit breakers, and substation steel) would be delivered to the Project site in standard widths and lengths by vans or covered flatbed trailers. Substation equipment, inverter enclosures, and pile drivers may be delivered to the Project site on wide-load trailers.

The Project will require water during construction activities primarily for fugitive dust control. The Project will haul water from a licensed water purveyor. The Project water usage would be a less intensive use of water supplies compared to the historical agricultural production activities.

Installation of the Project would be accomplished in the following steps:

- Grading, staking, and fencing;
- Clearing of the right-of-way;
- Construction of access roadway;
- Installation of solar arrays;
- Construction of facility substation;
- Reclamation required by San Juan County and/or participating landowner(s).



### 3.5 Overview of Operation Activities

Maintenance of the Project would require regular but occasional visual inspections, equipment servicing, and minor repairs. Overall, minimal maintenance requirements are anticipated, as the SAT systems would operate independently with less human involvement required. Power electronics would be serviced annually or bi-annually depending on the equipment type. On intermittent occasions, the presence of several workers may be required if major repair or replacement of equipment is necessary. However, due to the nature of the Project, such maintenance activities are anticipated to be infrequent. Onsite vegetation would be managed by typical landscape maintenance techniques, including the application of herbicides and manual weeding. All open and un-landscaped portions of the Project site would be maintained in good condition, with weeds, trash, and debris routinely removed from the site.

Once the solar panels are installed, the panels would operate during daylight hours, seven days per week, 365 days per year. Security would be maintained through an 8-foot-high fencing with round capped posts and smooth top and bottom wire installed along the perimeter of the entire Project site. Access points would be locked and accessible which would allow emergency response personnel and operations and maintenance workers rapid entrance to the Project site. The Project will require water during operations for panel washing operations. The Project will haul water from a licensed water purveyor. The Project water usage would be a less intensive use of water supplies compared to the historical agricultural production activities. Anticipated commercial operation is by Q4-2029 with decommissioning commencing at the end of the life of the Project.



## 4. Environmental Analysis

The following sections describe the evaluation and analysis of environmental and technical conditions on the site. Assessments involve reviewing available data, reports, literature, and planning documents, and onsite investigations by an engaged Professional environmental consultant.

### 4.1 Geology and Soil Resources

The Project Area is located within the Cretaceous sedimentary rocks in southeastern Utah unit, which consists of sandstone and shale, and the Quaternary eolian deposits unit.

The Natural Resources Conservation Service's (NRCS) Web Soil Survey Geographic database was used to identify soil series intersecting the Project Area. A total of five soil series were identified in the Project Area. All soils were classified as non-hydric.

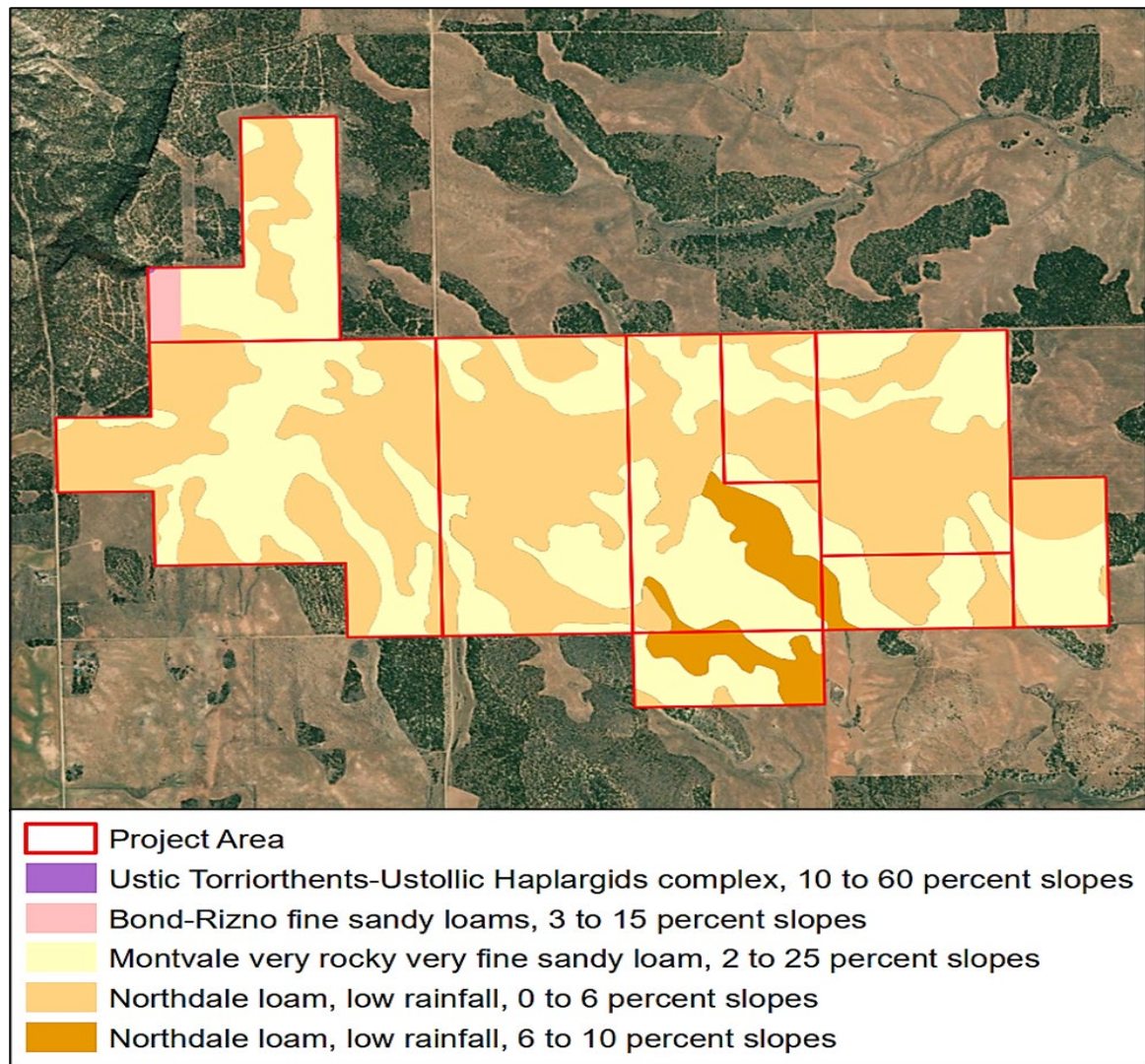
Soils mapped within the Project Area include

- Northdale loam, low rainfall, 0 to 6 percent slopes (50.2%),
- Montvale very rocky very fine sandy loam, 2 to 25 percent slopes (44.2%),
- Northdale loam, low rainfall, 6 to 10 percent slopes (4.8%),
- Bond-Rizno fine sandy loams, 3 to 15 percent slopes (0.8%), and
- Ustic Torriorthents-Ustollic Haplargids complex, 10 to 60 percent slopes (>1%).

The Project Area intersects with riverine intermittent streams (R4SBC) and palustrine channels (PABFh, PEM1Ch, PEM1Ah) in the south and in the northwest corner. Surface water appears to flow from northwest to southeast, towards South Canyon. In the northwest corner of the Project Area, groundwater appears to flow northwest, towards Peter's wash.

A review of topographic maps indicates that the highest point is near the northwest corner at approximately 7,100 feet above mean sea level (AMSL). The lowest point is in the southeast corner of the Project Area at approximately 6,940 feet AMSL. The Project Area is intersected by drainages in the northwest corner and the south. Elevation tends to increase with northwest travel with an elevation gradient of approximately 160 feet across the Project Area.





**Figure 2: Soils Overview**

No geological or soil conditions, including restrictive layers or erosion hazards, have been identified that would create a restrictive or hazardous effect from the Project implementation. The final design of the Project will be based on a geotechnical investigation of the Project Area. Temporary impacts on the soil are anticipated to occur during construction activities. Impacts on soils are expected to be limited to displacing and disturbing soils within the Project Area. Soil erosion would be controlled during construction by implementing the conditions of the National Pollutant Discharge Elimination System (NPDES), Construction General Permit, including an approved Stormwater Management Plan (SWMP). The SWMP would include both timing and staging construction practices to minimize erosion and specify best management practices (BMPs) to prevent any soil from leaving the Project Area via wind or water.

## 4.2 Surface Water

EG US Devco LLC has engaged Two Dot Consulting, LLC (2DOT) to conduct the analysis of surface water resources, including floodplain and wetland resources, in the Project Area.



### 4.3 Floodplains and Drainage

2DOT reviewed the Federal Emergency Management Agency (FEMA) National Flood Hazard Layer (NFHL) which indicates that the Project Area is located in an unmapped area (FEMA 2024).

Minimal grading would be required in certain areas to flatten steep areas and make them usable for the solar module installation. However, grading activities from construction are not expected to substantially alter drainage patterns compared to existing conditions. The Project could result in a minor increase in the amount of impervious cover from the installation of the solar panel modules and other equipment. Expected improvement of natural site vegetative conditions would ensure that the potential impacts from the described site alterations would have a less than significant impact.

Prevention of erosion and sedimentation is an important part of the construction process. A Utah Pollutant Discharge Elimination System (UPDES) construction storm water permit (for soil disturbances of an acre or more) will be obtained, and the associated Stormwater Management Plan (SWMP) will be developed prior to construction. As applicable, permanent, and temporary erosion and stormwater control features will be constructed to prevent the off-site transport of soils and will be described in the site-specific SWMP.

### 4.4 Wetlands

2DOT conducted wetland survey on the Project site to evaluate potential presence of apparent jurisdictional Waters of the U.S. (WOUS), including wetlands, as defined and regulated by federal authority under 33 CFR Parts 320-330.

Wetlands as defined by the U.S. Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers (USACE), in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands, (Federal interagency Committee for Wetland Determination, 1989), are "those areas that are inundated or saturated by surface or groundwater at a frequency and duration to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions."

2DOT performed on-site wetland delineation in April 2024. 2DOT delineated six wetlands, one ephemeral stream, and one swale within the Project Area based on desktop and on-site assessments.



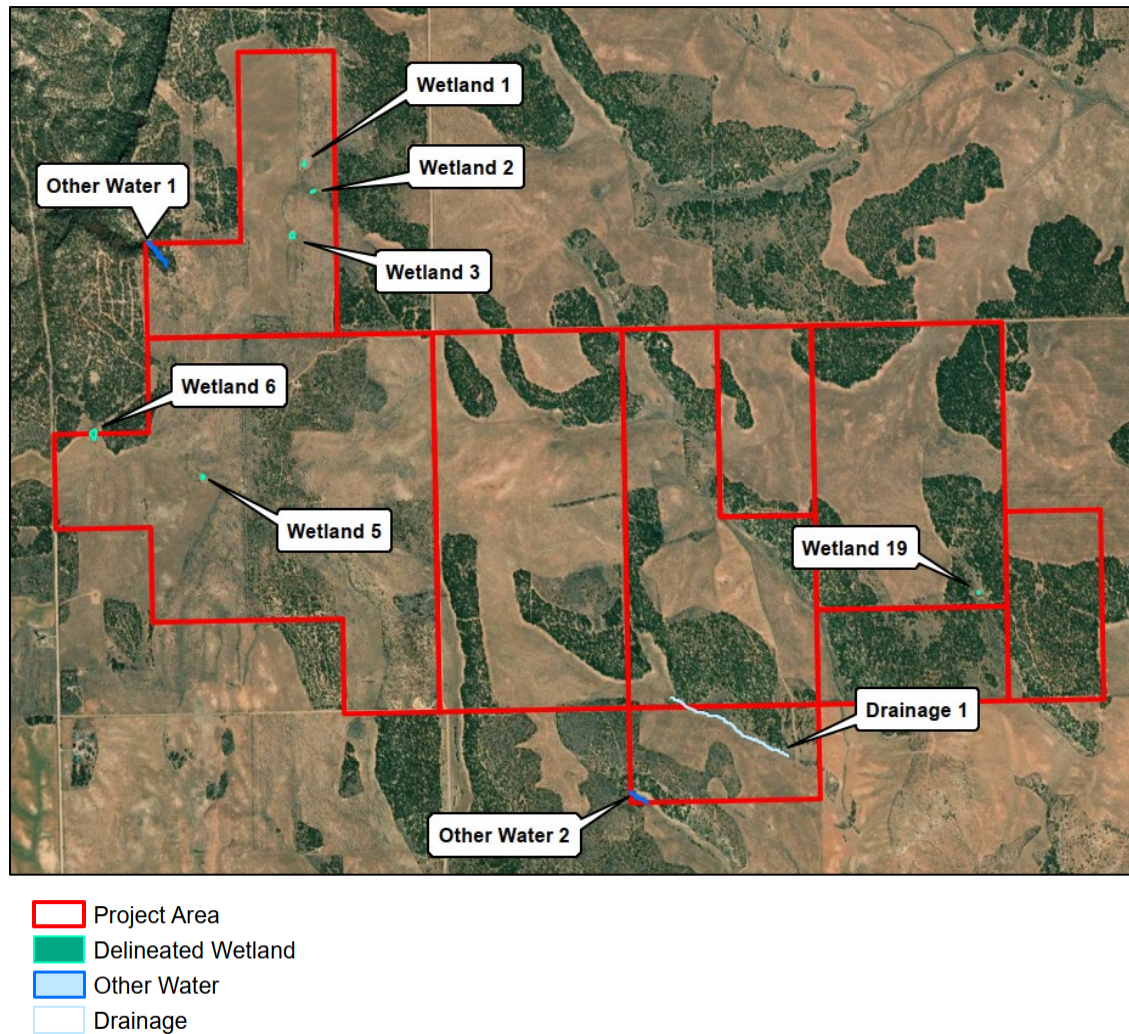


Figure 3: Delineated Wetlands

## 4.5 Biological Resources

### I. Raptor Nest Surveys

2DOT completed three field surveys on April 8 - 11, April 30 - May 1, and May 28 - May 29, 2024. No active eagle or raptor nests were identified within the Study Area during all three surveys conducted in 2024. Due to the presence of potentially suitable raptor nesting habitat and nest structures within the Project Area, the Project developer shall conduct preconstruction raptor nest surveys to avoid any impacts to potential present raptors and adapt best management practices (BMP).

### II. Burrowing Owl Surveys

2DOT conducted three early morning and late evening call-broadcast surveys at 10 observation points (01-10), during April 8-11, April 30-May 1, and May 28 - May 29, 2024, covering approximately 217 acres of suitable habitat within the Project Area. No Burrowing owls were detected at the 10 observation points across all three separate surveys.

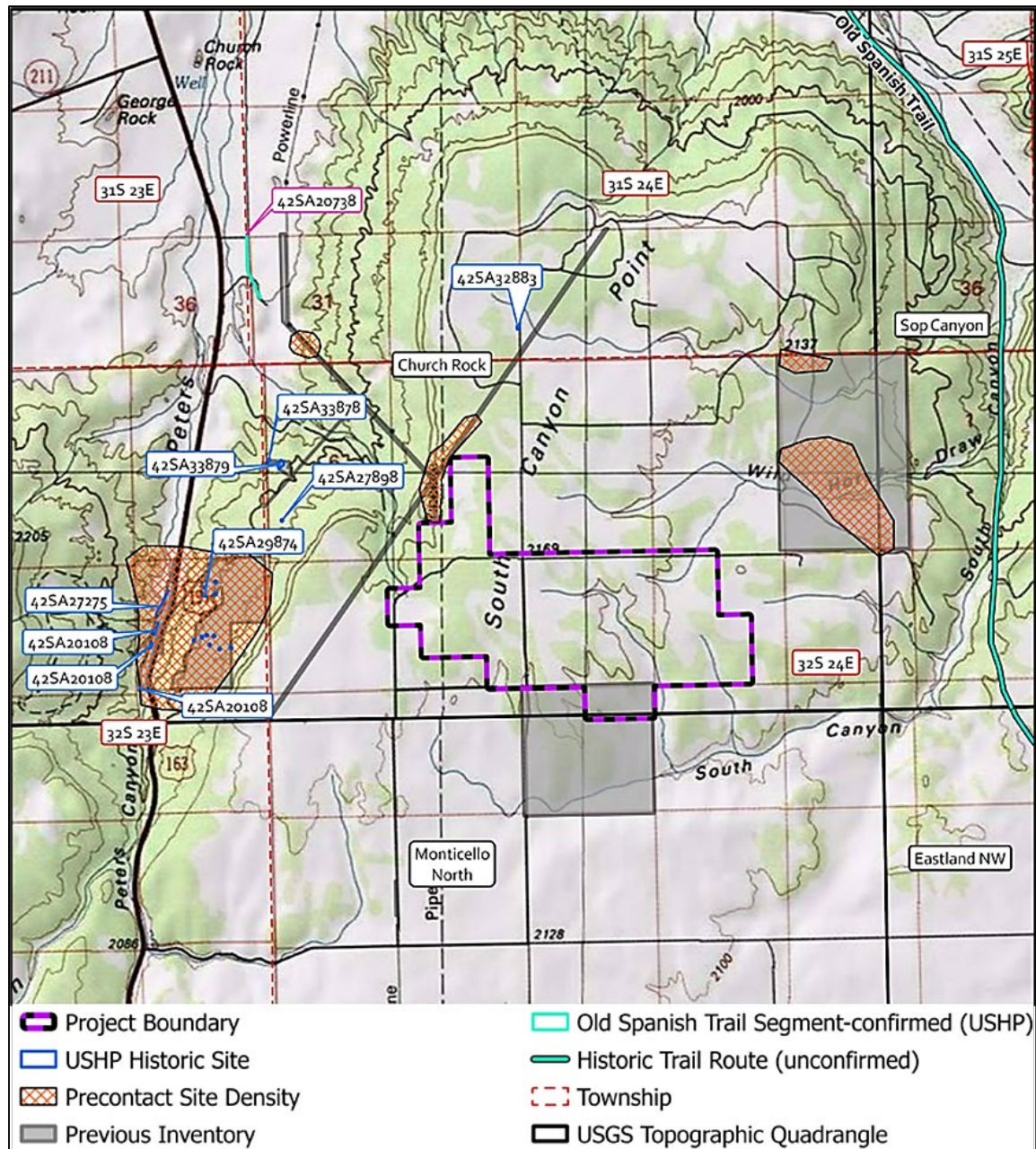


## 4.6 Cultural Resources

AK Pioneer Consulting, LLC, engaged consultant, completed a file search at the Utah State Historic Preservation Office (USHP) and Utah Division of Arts & Museum (UDAM) database for eligible or listed National Register of Historic Places (NRHP) resources located within one mile of the study area of the Project. One inventory (U81UC0855) intersects the Project study area. No resources were recorded within that area. The inventories were conducted for mining, power lines, fuel reduction, uranium disposal, seismic lines, and transportation projects.

There are no known cultural resources within the Project study area. There are no historical markers within five miles of the Project. The closest markers are within the town of Monticello, approximately nine miles to the southwest (HMdb.org 2024). Those include markers for the Hyland Hotel, Monticello, Log Cabin, Old Log Church, Sod Roof Cabin, Cowboy Tack Shed, Veterans Memorial, and the Traveling Jail Cell.





**Figure 4: Previous inventories within one mile of the Project area**

## 4.7 Noise

Given the rural nature of this area, normal background noise levels during operations are anticipated to be low (e.g., 20 to 40 decibels on an A-weighted scale [dBA]). Strong winds, traffic along County Road 320 and other nearby roads would add to the background noise levels (as indicated in Table 3). Project construction and operation would comply with San Juan County and/or Utah Noise Ordinances, as applicable.



Table 3: Noise levels by Source or Activity

Source/Activity	Indicative Noise level (dBA)
Threshold of Hearing	0
Rural night-time background	20-40
Quiet Bedroom	35
Car at 40 miles per hour	55
Threshold of pain	140

## 4.8 Air Quality

Solar energy generation facilities do not generate emissions of air pollutants or greenhouse gases during operations; therefore, no potential adverse impacts are anticipated that will require a detailed background assessment of local air quality. Short-term impacts on air quality could occur during the construction phase of the Project.

The Project will comply with the Utah Department of Environmental Quality (UDEQ) requirements for visible emissions, off-property transport, and off-vehicle transport of particulate matter for the site's activities, roads, and trucks.

## 4.9 Roads, Traffic, and Access

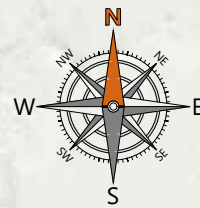
The Project may require a road use agreement with San Juan County Road Department to access the Project site from County Road 320 which is further connected to US Highway 191. EG US Devco LLC anticipates that the agreement shall be obtained during the Project pre-construction phase.

The Project Area is located in a remote area with generally little existing traffic. The Project would generate temporary construction traffic primarily consisting of the construction equipment and material deliveries, and worker vehicle trips. Most of the equipment (e.g., solar panels, inverters, tracker steel, transmission poles, substation circuit breakers, and substation steel) would be delivered to the Project site in standard widths and lengths by vans or covered flatbed trailers. Substation equipment, inverter enclosures, and pile drivers may be delivered to the Project site on wide-load trailers. The Applicant would comply with applicable permitting requirements for oversized loads. Maintenance of the Project would require regular but occasional visual inspections, equipment servicing, and minor repairs. During operations, the Project is not expected to result in significant impacts to traffic.

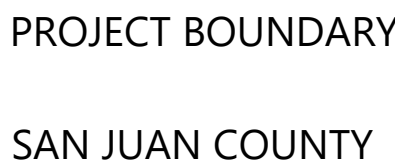




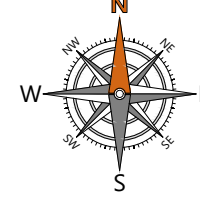
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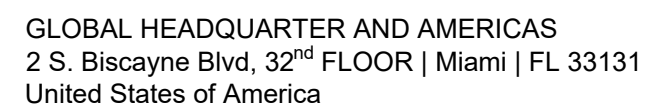
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## DEVELOPER



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REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG



EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR

PROJECT :  
EG ORION SOLAR PLANT


LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
COVER PAGE

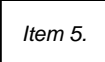
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United States of America

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CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
DRAWING INDEX

PROJECT NO.:

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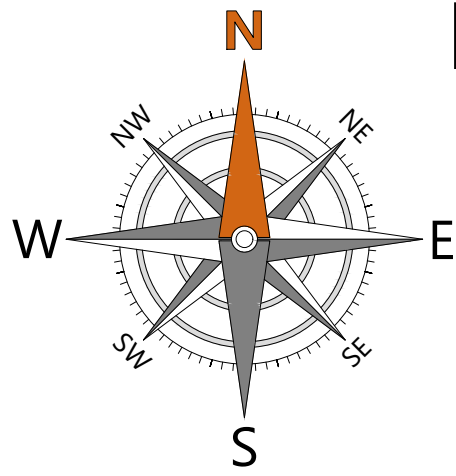
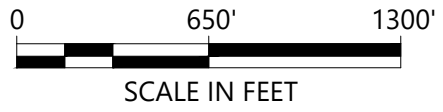


- NOTES:
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  3. PITCH CONSIDERED IS AT 7.0 METERS (22.9658 FEET).
  4. BLOCK SIZE CONSIDERED FOR THE PRELIMINARY LAYOUT IS 4400 kVA.
  5. 50' N/S DISTANCE HAS BEEN MAINTAINED BETWEEN TABLE TO TABLE WHERE MVT SKIDS ARE LOCATED AND FOR OTHERS 20' HAS BEEN MAINTAINED.
  6. POSITIONS OF RETENTION BASIN ARE TENTATIVE.
  7. ALL ROADS ARE MAINTAINED AT 12' WIDTH.
  8. BENDING RADIUS FOR THE SERVICE ROADS ARE MAINTAINED AT 26'.
  9. OFFSET OF 10' HAVE BEEN MAINTAINED FROM FENCING TO PERIPHERAL ROAD CENTER.
  10. OFFSET OF MINIMUM 15' HAVE BEEN MAINTAINED FROM PERIPHERAL ROAD CENTER TO PV TRACKER TABLE EDGE.
  11. OFFSET OF MINIMUM 40' HAVE BEEN MAINTAINED FROM PARCEL BOUNDARY TO FENCE.
  12. 345 KV HUNTINGTON - PINTO TRANSMISSION LINE (POINT OF INTERCONNECTION) OWNED BY PACIFICORP IS PASSING THROUGH THE PROPOSED LAND PARCEL. THE PLANT IS PLANNED TO BE CONNECTED TO THIS EXISTING LINE THROUGH A GEN TIE OF <0.04 MILES (APPROXIMATE).

PLANT SUMMARY	
POI LATITUDE & LONGITUDE	38.0094° , -109.3122°
PLANT CAPACITY	258.7MWdc / 199MWac (POI)
MINIMUM TEMP.	-18.4 °C
MAXIMUM TEMP.	39.9 °C
TRANSFORMER BLOCK SIZE	4400 kVA
GCR %	34.05%
DC/AC RATIO AT POI	1.3
PITCH	7 MTRS (22.96')
INVERTER RATING	4400 kVA
INVERTER MAKE	SUNGROW
INVERTER MODEL	SG4400UD-MV-US
TOTAL NO. OF INVERTERS	53
PV MODULE RATING	685 Wp
PV MODULE MAKE	CANADIAN SOLAR
PV MODULE MODEL NO.	CS7N-685TB-AG
TOTAL NO. PV MODULES	377,676
PV MODULE DIMENSION (LxWxD)	2384x1303x33mm
MODULES PER 2 STRING TRACKERS	54 NO.
MODULES PER 3 STRING TRACKERS	81 NO.
TOTAL NO. OF 2 STRING TRACKERS	82
TOTAL NO. OF 3 STRING TRACKERS	4,608

LEGEND	
	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS

OFFSETS	
PROPOSED BOUNDARY - PROJECT AREA	40 FEET
WETLAND	50 FEET
EXISTING GAS PIPELINE	50 FEET
METEOROLOGICAL AND SILO TOWERS	100 FEET
OVER HEAD TRANSMISSION LINE	100 FEET
EXISTING STRUCTURES	200 FEET



Item 5.


REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
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energy for life

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TITLE :  
PROPOSED LAYOUT KEY MAP

PROJECT NO.:  
N/A

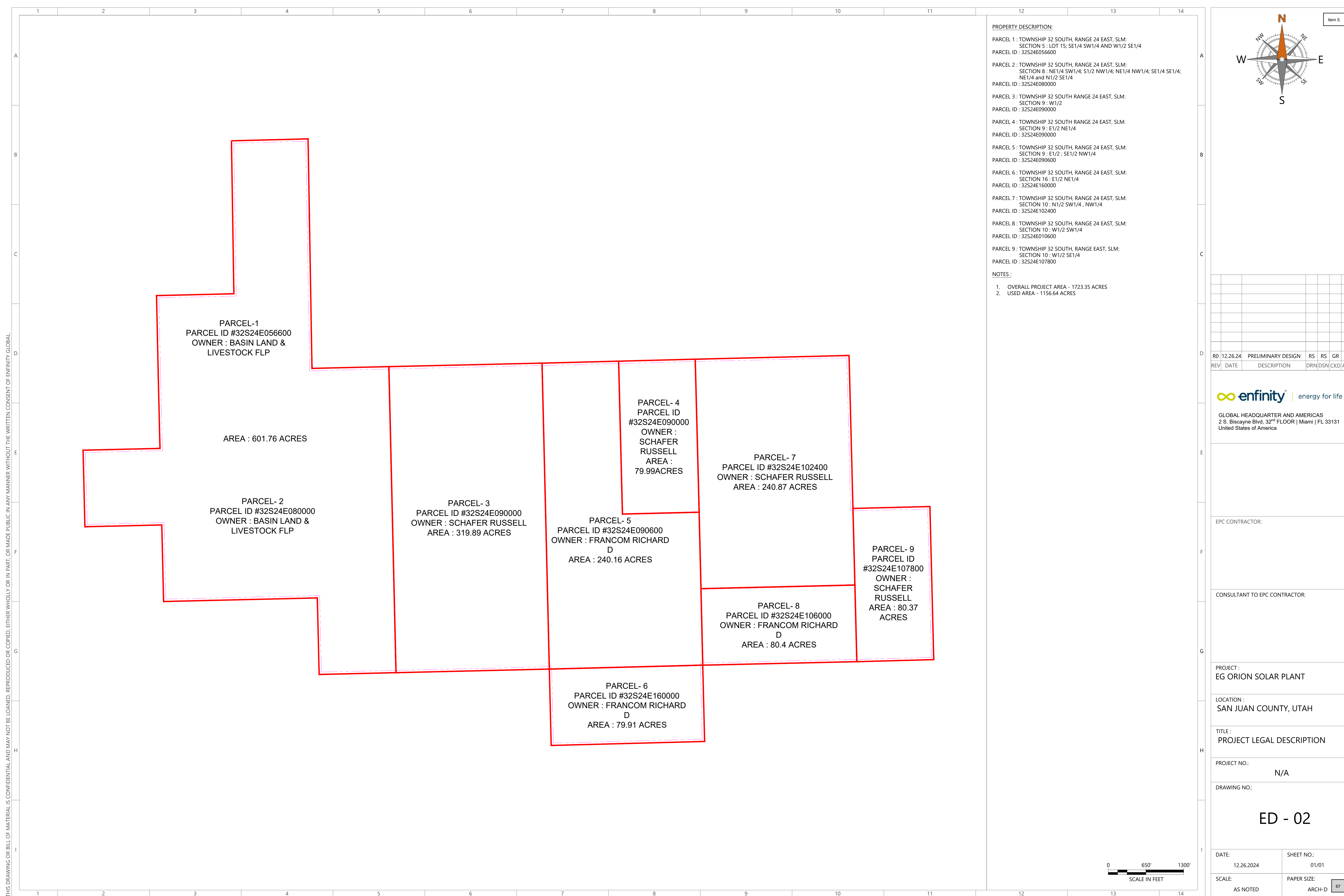
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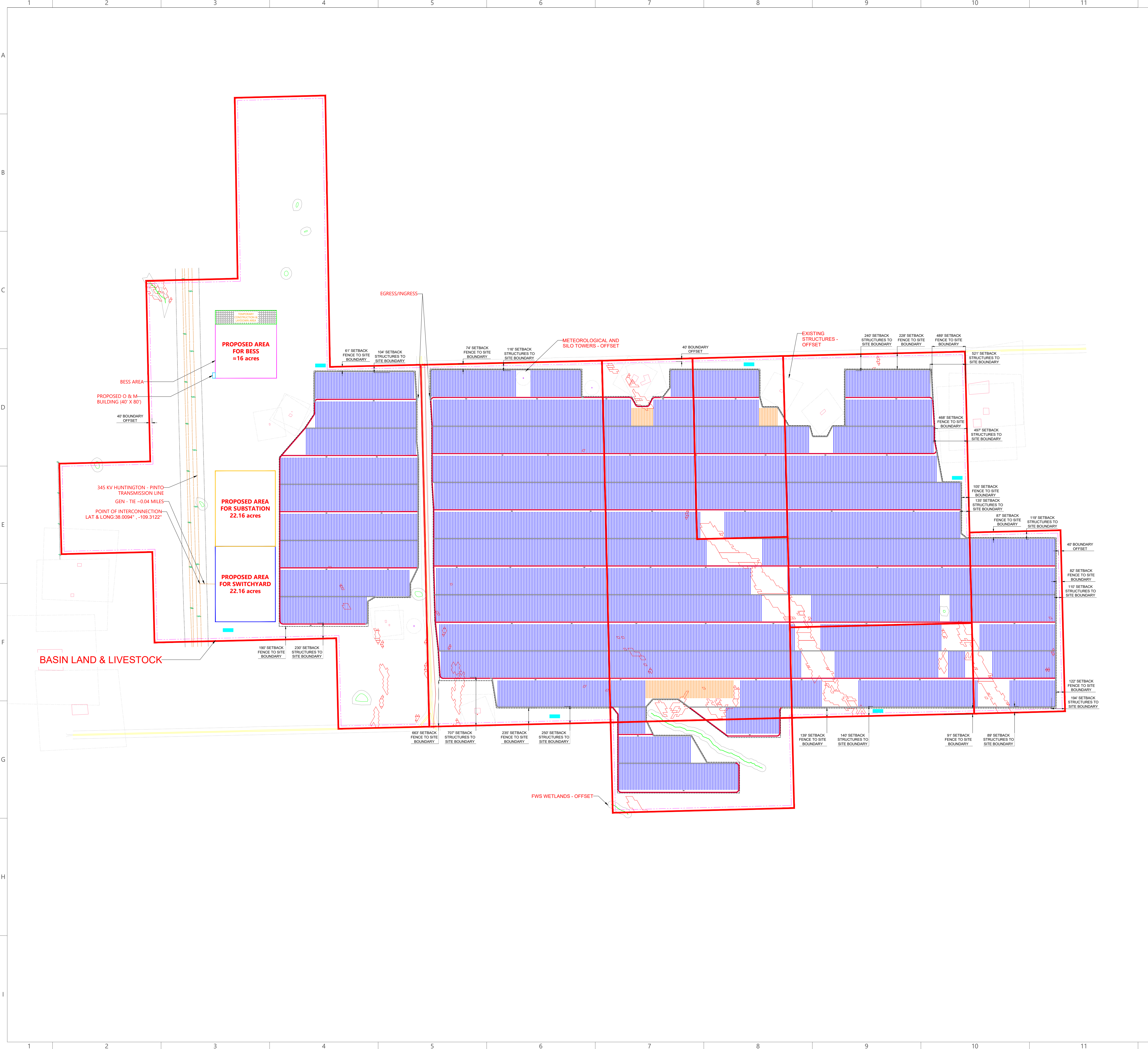
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- 345 KV HUNTINGTON - PINTO TRANSMISSION LINE (POINT OF INTERCONNECTION) OWNED BY PACIFICORP IS PASSING THROUGH THE PROPOSED LAND PARCEL. THE PLANT IS PLANNED TO BE CONNECTED TO THIS EXISTING LINE THROUGH A GEN TIE OF <0.04 MILES (APPROXIMATE).

PLANT SUMMARY	
POI LATITUDE & LONGITUDE	38.0094° , -109.3122°
PLANT CAPACITY	258.7MWdc / 199MWac (POI)
MINIMUM TEMP.	-18.4 °C
MAXIMUM TEMP.	39.9 °C
TRANSFORMER BLOCK SIZE	4400 kVA
GCR %	34.05%
DC/AC RATIO AT POI	1.3
PITCH	7 MTRS (22.96')
INVERTER RATING	4400 kVA
INVERTER MAKE	SUNGROW
INVERTER MODEL	SG4400UD-MV-US
TOTAL NO. OF INVERTERS	53
PV MODULE RATING	685 Wp
PV MODULE MAKE	CANADIAN SOLAR
PV MODULE MODEL NO.	CS7N-685TB-AG
TOTAL NO. PV MODULES	377,676
PV MODULE DIMENSION (LxWxD)	2384x1303x33mm
MODULES PER 2 STRING TRACKERS	54 NO.
MODULES PER 3 STRING TRACKERS	81 NO.
TOTAL NO. OF 2 STRING TRACKERS	82
TOTAL NO. OF 3 STRING TRACKERS	4,608

LEGEND

- SINGLE AXIS TRACKER - 3 STRING (1PX81)
- SINGLE AXIS TRACKER - 2 STRING (1PX54)
- LAND PARCEL
- LAND PARCEL - OFFSET
- PRIMARY ROAD
- SECONDARY ROAD
- OVER HEAD TRANSMISSION LINE
- OVER HEAD TRANSMISSION LINE OFFSET
- PROPOSED FENCE LINE
- FWS WETLANDS
- FWS WETLANDS - OFFSET
- EXISTING ROAD
- EXISTING ROAD - OFFSET
- EXISTING GAS PIPE LINE
- EXISTING GAS PIPE LINE - OFFSET
- EXISTING STRUCTURES
- EXISTING STRUCTURES - OFFSET
- EXISTING CONTOURS
- METEOROLOGICAL AND SILO TOWERS
- METEOROLOGICAL AND SILO TOWERS - OFFSET
- MVT SKID
- PROPOSED AREA FOR SWITCHYARD
- PROPOSED AREA FOR BESS
- PROPOSED AREA FOR SUBSTATION
- PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
- SLOPE AREA ABOVE 15%
- TEMPORARY CONSTRUCTION & LAYDOWN AREA
- RETENTION BASIN (150'X 50')
- EGRESS/INGRESS

OFFSETS	
PROPOSED BOUNDARY - PROJECT AREA	40 FEET
WETLAND	50 FEET
EXISTING GAS PIPELINE	50 FEET
METEOROLOGICAL AND SILO TOWERS	100 FEET
OVER HEAD TRANSMISSION LINE	100 FEET
EXISTING STRUCTURES	200 FEET

0 650' 1300'

SCALE IN FEET

Item 5.

REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG

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GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
CONCEPT PLAN

PROJECT NO.:  
N/A

DRAWING NO.:  
ED - 04

DATE:	SHEET NO.:
12.26.2024	01/01

SCALE:	PAPER SIZE:
AS NOTED	ARCH-D 69



SCALE:	PAPER SIZE:
AS NOTED	ARCH-D 70



The map displays a topographic site plan with the following features and labels:

- PROPOSED AREA FOR BESS**: Approximately 16 acres, outlined in purple.
- PROPOSED AREA FOR SUBSTATION**: 22.16 acres, outlined in yellow.
- PROPOSED AREA FOR SWITCHYARD**: 22.16 acres, outlined in blue.
- PROPOSED O & M BUILDING (40' X 80')**: Located near the BESS area.
- 345 KV HUNTINGTON - PINTO TRANSMISSION LINE**: A vertical line passing through the center of the site.
- GEN - TIE ~0.04 MILES**: A line connecting the transmission line to the substation area.
- POINT OF INTERCONNECTION**: LAT & LONG: 38.0094°, -109.3122°.
- BESS AREA**: A general label for the battery energy storage system area.
- EGRESS/INGRESS**: A path leading to the site boundary.
- 61' SETBACK FENCE TO SITE BOUNDARY**: A setback line for the BESS area.
- 104' SETBACK STRUCTURES TO SITE BOUNDARY**: A setback line for the substation and switchyard areas.
- 180' SETBACK FENCE TO SITE BOUNDARY**: A setback line for the substation area.
- 230' SETBACK STRUCTURES TO SITE BOUNDARY**: A setback line for the switchyard area.
- 663' SETB FENCE TO BOUNDARY**: A long setback line at the bottom of the site.
- BASIN LAND & LIVESTOCK**: A label for the area at the bottom left of the map.
- TEMPORARY CONSTRUCTION & LAYDOWN AREA**: A small area outlined in green.

PAPER SIZE: ARCH-D 71



**PROPERTY DESCRIPTION:**

PARCEL 1 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 5 : LOT 15; SE1/4 SW1/4 AND W1/2 SE1/4  
PARCEL ID : 32S24E056600

PARCEL 2 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 8 : NE1/4 SW1/4; S1/2 NW1/4; NE1/4 NW1/4; SE1/4 SE1/4;  
NE1/4 and N1/2 SE1/4  
PARCEL ID : 32S24E080000

PARCEL 3 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : W1/2  
PARCEL ID : 32S24E090000

PARCEL 4 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : E1/2 NE1/4  
PARCEL ID : 32S24E090000

PARCEL 5 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 9 : E1/2; SE1/2 NW1/4  
PARCEL ID : 32S24E090600

PARCEL 6 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 16 : E1/2 NE1/4  
PARCEL ID : 32S24E160000

PARCEL 7 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : N1/2 SW1/4, NW1/4  
PARCEL ID : 32S24E102400

PARCEL 8 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : W1/2 SW1/4  
PARCEL ID : 32S24E010600

PARCEL 9 : TOWNSHIP 32 SOUTH, RANGE EAST, SLM:  
SECTION 10 : W1/2 SE1/4  
PARCEL ID : 32S24E107800

**NOTES :**

- OVERALL PROJECT AREA - 1723.35 ACRES
- USED AREA - 1156.64 ACRES

**LEGEND**

	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS

**SITE KEY PLAN**

0 300' 600'  
SCALE IN FEET

**74' SETBACK FENCE TO SITE BOUNDARY**

**116' SETBACK STRUCTURES TO SITE BOUNDARY**

**METEOROLOGICAL AND SILO TOWERS - OFFSET**

**663' SETBACK FENCE TO SITE BOUNDARY**

**707' SETBACK STRUCTURES TO SITE BOUNDARY**

**235' SETBACK FENCE TO SITE BOUNDARY**

**250' SETBACK STRUCTURES TO SITE BOUNDARY**

**FWS WETLANDS - OFFSET**

PARCEL 1 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 5 : LOT 15; SE1/4 SW1/4 AND W1/2 SE1/4  
PARCEL ID : 32524E095600

PARCEL 2 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 8 : NE1/4 SW1/4; S1/2 NW1/4; NE1/4 NW1/4; SE1/4 SE1/4;  
NE1/4 AND N1/2 SE1/4  
PARCEL ID : 32524E080000

PARCEL 3 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : W1/2  
PARCEL ID : 32524E090000

PARCEL 4 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : E1/2 NE1/4  
PARCEL ID : 32524E090000

PARCEL 5 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 9 : E1/2; SE1/2 NW1/4  
PARCEL ID : 32524E090600

PARCEL 6 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 16 : E1/2 NE1/4  
PARCEL ID : 32524E160000

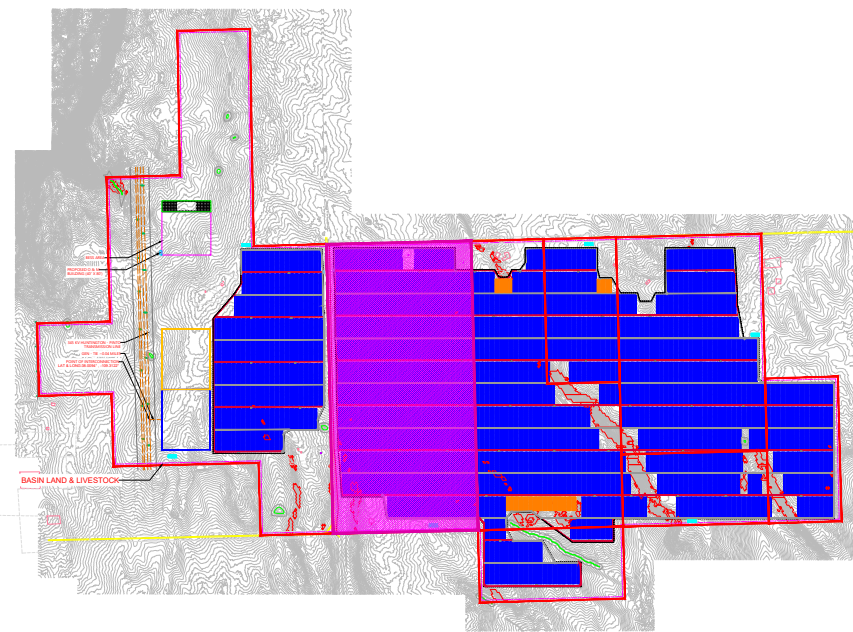
PARCEL 7 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : N1/2 SW1/4 , NW1/4  
PARCEL ID : 32524E102400

PARCEL 8 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : W1/2 SW1/4  
PARCEL ID : 32524E010600

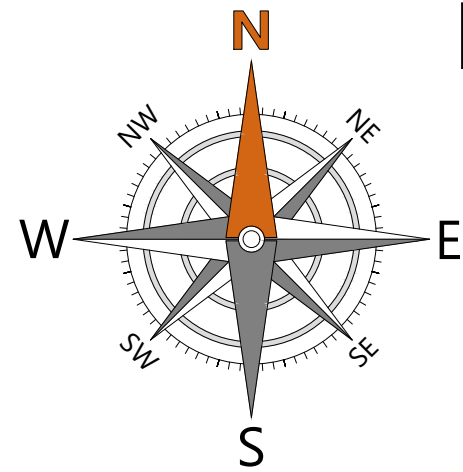
PARCEL 9 : TOWNSHIP 32 SOUTH, RANGE EAST, SLM:  
SECTION 10 : W1/2 SE1/4  
PARCEL ID : 32524E107800

1. OVERALL PROJECT AREA - 1723.35 ACRES
2. USED AREA - 1156.64 ACRES

LEGEND	
	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS



## SITE KEY PLAN



*Item 5.*

R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN DSN	CKD	APD	



GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH


TITLE :  
DEVELOPMENT PLAN SHEET - 2

PROJECT NO.:

N/A

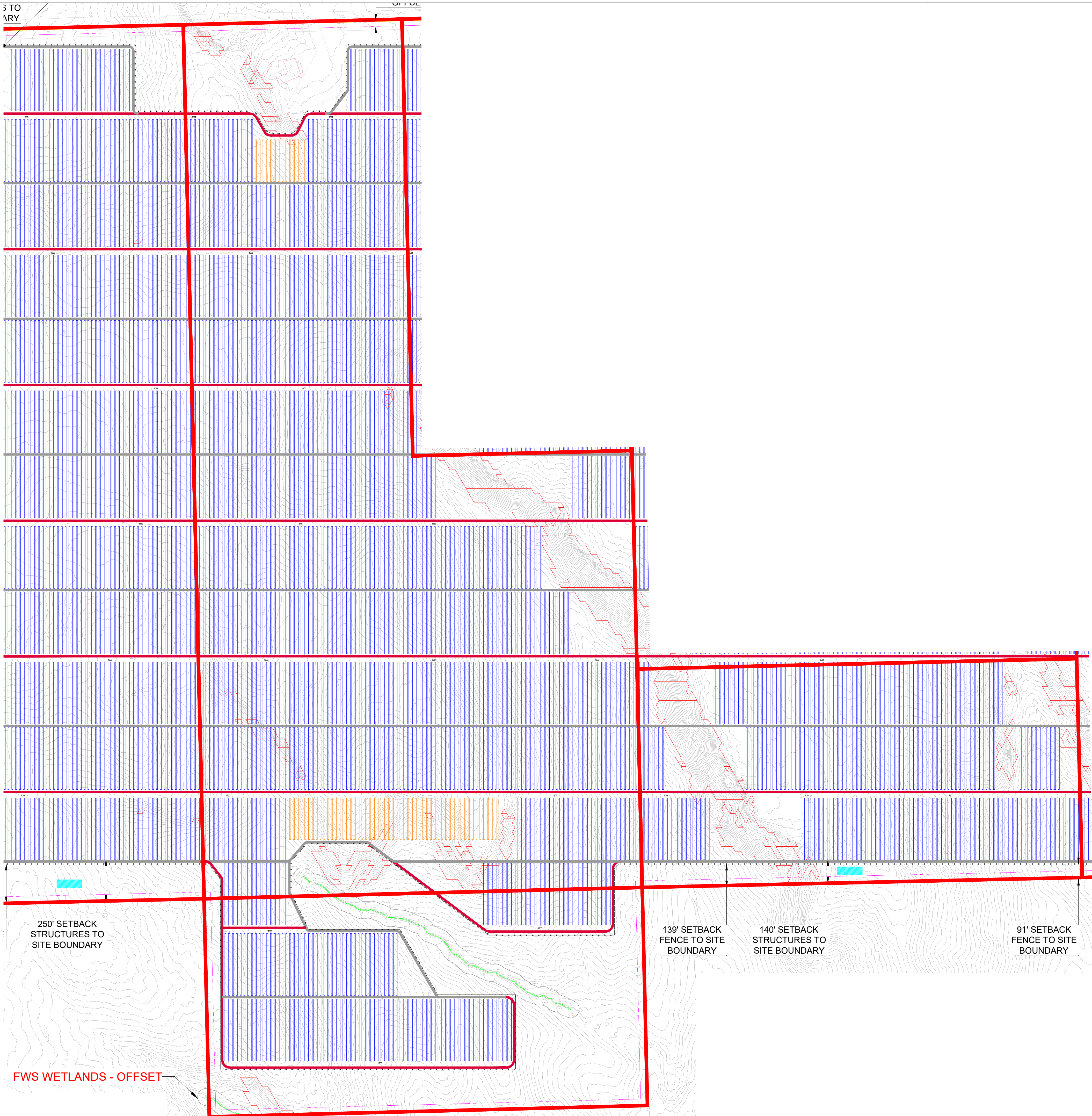
DRAWING NO.:

ED - 05

DATE: 12.26.2024	SHEET NO.: 03/05
SCALE: AS NOTED	PAPER SIZE: ARCH-D 



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PROPERTY DESCRIPTION:

PARCEL 1 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 5 : LOT 15; SE1/4 SW1/4 AND W1/2 SE1/4  
PARCEL ID : 32S24E056600

PARCEL 2 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 8 : NE1/4 SW1/4; S1/2 NW1/4; NE1/4 NW1/4; SE1/4 SE1/4;  
NE1/4 and N1/2 SE1/4  
PARCEL ID : 32S24E080000

PARCEL 3 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : W1/2  
PARCEL ID : 32S24E090000

PARCEL 4 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : E1/2 NE1/4  
PARCEL ID : 32S24E090000

PARCEL 5 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 9 : E1/2 ; SE1/2 NW1/4  
PARCEL ID : 32S24E090600

PARCEL 6 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 16 : E1/2 NE1/4  
PARCEL ID : 32S24E160000

PARCEL 7 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : N1/2 SW1/4 , NW1/4  
PARCEL ID : 32S24E102400

PARCEL 8 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : W1/2 SW1/4  
PARCEL ID : 32S24E010600

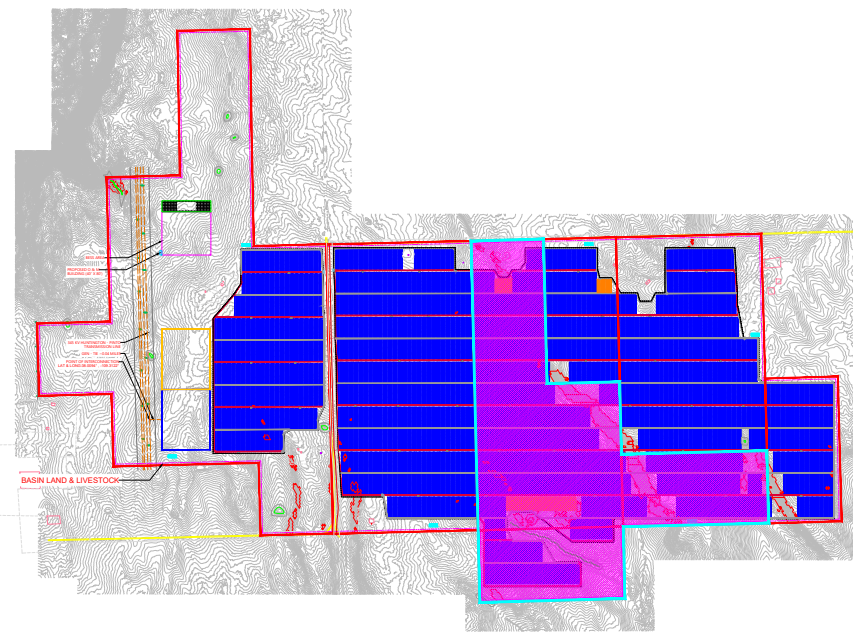
PARCEL 9 : TOWNSHIP 32 SOUTH, RANGE EAST, SLM:  
SECTION 10 : W1/2 SE1/4  
PARCEL ID : 32S24E107800

NOTES :

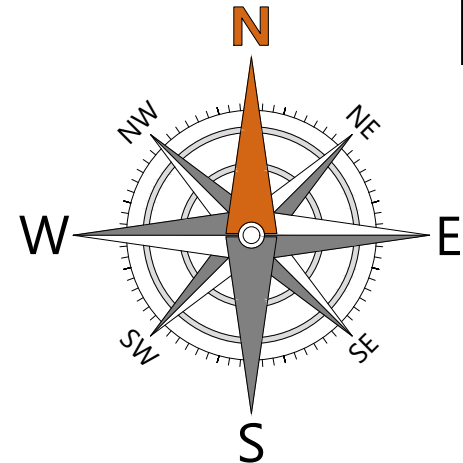
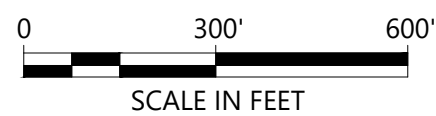
- OVERALL PROJECT AREA - 1723.35 ACRES
- USED AREA - 1156.64 ACRES

LEGEND

	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS



SITE KEY PLAN




RO	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD

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GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
DEVELOPMENT PLAN SHEET - 3

PROJECT NO.:  
N/A

DRAWING NO.:

ED - 05

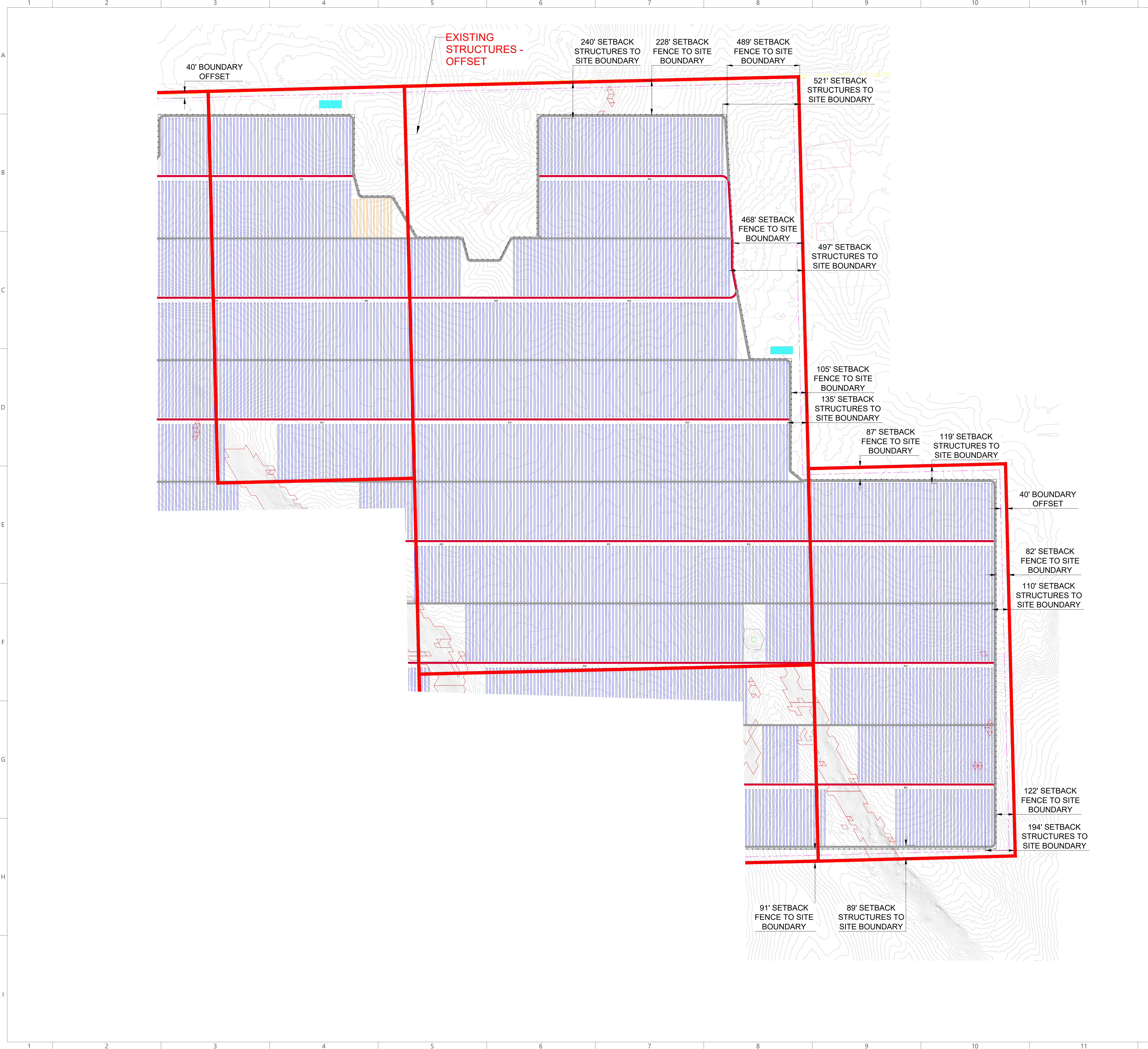
DATE:  
12.26.2024

SHEET NO.:  
04/05

SCALE:  
AS NOTED

PAPER SIZE:  
ARCH-D





**PROPERTY DESCRIPTION:**

PARCEL 1 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 5 : LOT 15; SE1/4 SW1/4 AND W1/2 SE1/4  
PARCEL ID : 32S24E056600

PARCEL 2 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 8 : NE1/4 SW1/4; S1/2 NW1/4; NE1/4 NW1/4; SE1/4 SE1/4;  
NE1/4 and N1/2 SE1/4  
PARCEL ID : 32S24E080000

PARCEL 3 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : W1/2  
PARCEL ID : 32S24E090000

PARCEL 4 : TOWNSHIP 32 SOUTH RANGE 24 EAST, SLM:  
SECTION 9 : E1/2 NE1/4  
PARCEL ID : 32S24E090000

PARCEL 5 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 9 : E1/2 ; SE1/2 NW1/4  
PARCEL ID : 32S24E090600

PARCEL 6 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 16 : E1/2 NE1/4  
PARCEL ID : 32S24E160000

PARCEL 7 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : N1/2 SW1/4 , NW1/4  
PARCEL ID : 32S24E102400

PARCEL 8 : TOWNSHIP 32 SOUTH, RANGE 24 EAST, SLM:  
SECTION 10 : W1/2 SW1/4  
PARCEL ID : 32S24E010600

PARCEL 9 : TOWNSHIP 32 SOUTH, RANGE EAST, SLM:  
SECTION 10 : W1/2 SE1/4  
PARCEL ID : 32S24E107800

**NOTES :**

- OVERALL PROJECT AREA - 1723.35 ACRES
- USED AREA - 1156.64 ACRES

**LEGEND**

	SINGLE AXIS TRACKER - 3 STRING (1PX81)
	SINGLE AXIS TRACKER - 2 STRING (1PX54)
	LAND PARCEL
	LAND PARCEL - OFFSET
	PRIMARY ROAD
	SECONDARY ROAD
	OVER HEAD TRANSMISSION LINE
	OVER HEAD TRANSMISSION LINE OFFSET
	PROPOSED FENCE LINE
	FWS WETLANDS
	FWS WETLANDS - OFFSET
	EXISTING ROAD
	EXISTING ROAD - OFFSET
	EXISTING GAS PIPE LINE
	EXISTING GAS PIPE LINE - OFFSET
	EXISTING STRUCTURES
	EXISTING STRUCTURES - OFFSET
	EXISTING CONTOURS
	METEOROLOGICAL AND SILO TOWERS
	METEOROLOGICAL AND SILO TOWERS - OFFSET
	MVT SKID
	PROPOSED AREA FOR SWITCHYARD
	PROPOSED AREA FOR BESS
	PROPOSED AREA FOR SUBSTATION
	PROPOSED O & M BUILDING (40' X 80') (0.07ACRES)
	SLOPE AREA ABOVE 15%
	TEMPORARY CONSTRUCTION & LAYDOWN AREA
	RETENTION BASIN (150'X 50')
	EGRESS/INGRESS

**SITE KEY PLAN**

0 300' 600'

SCALE IN FEET

R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG
REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD

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GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
DEVELOPMENT PLAN SHEET - 4

PROJECT NO.:  
N/A

DRAWING NO.:

ED - 05

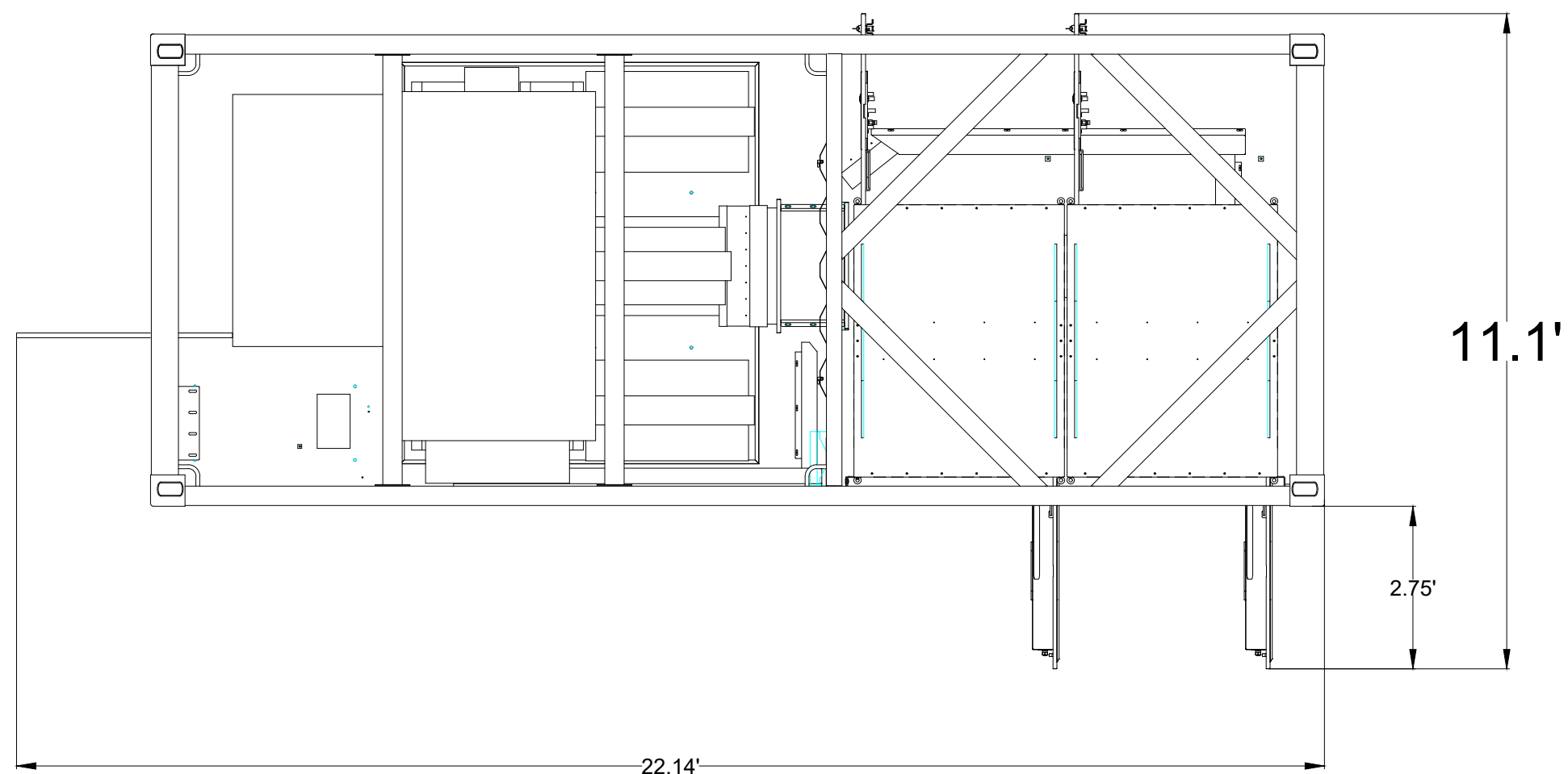
DATE:	12.26.2024	SHEET NO.:	05/05
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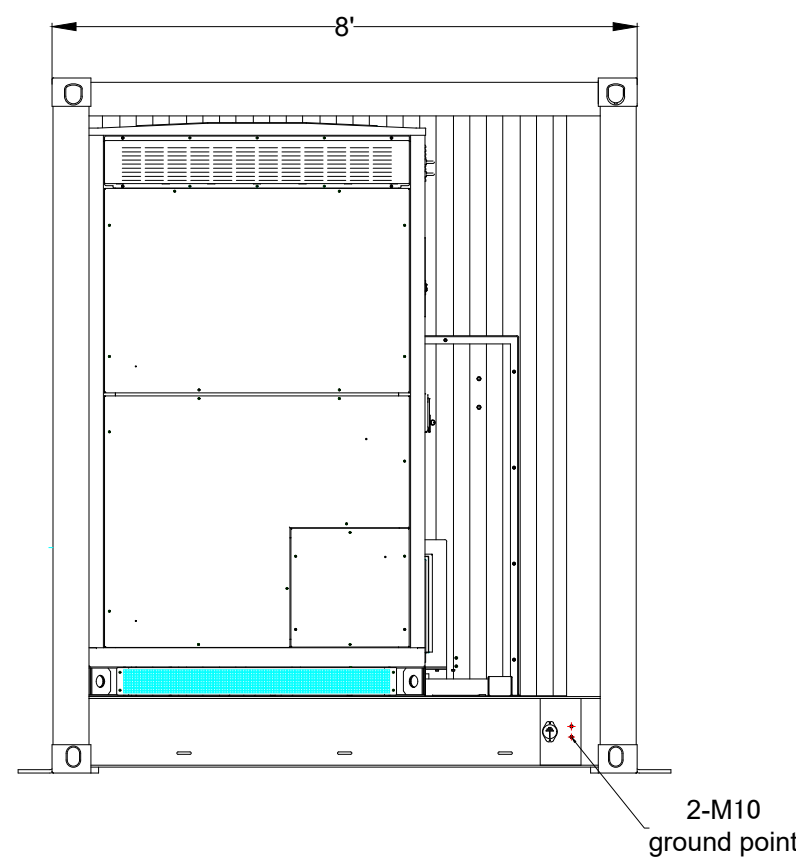
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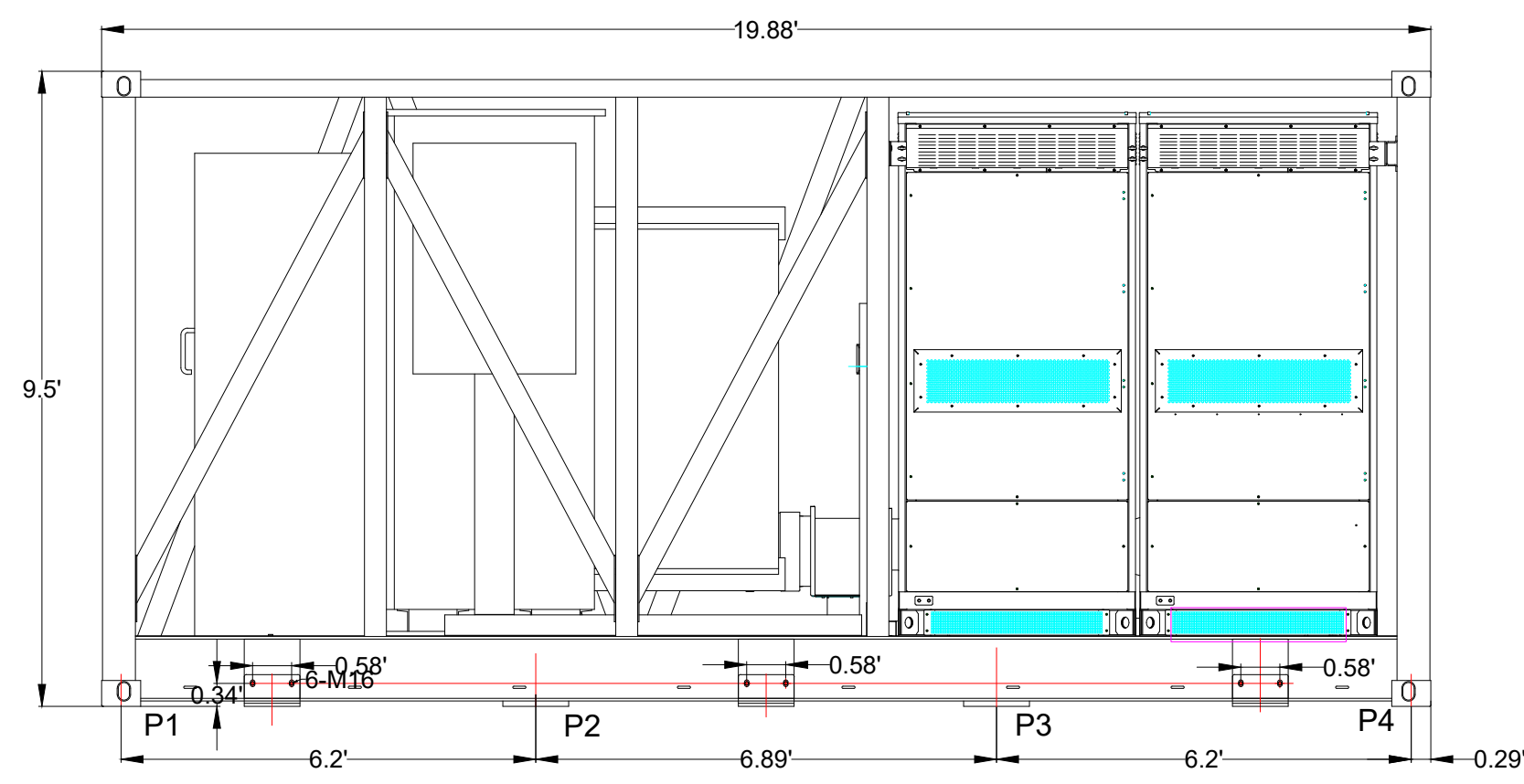
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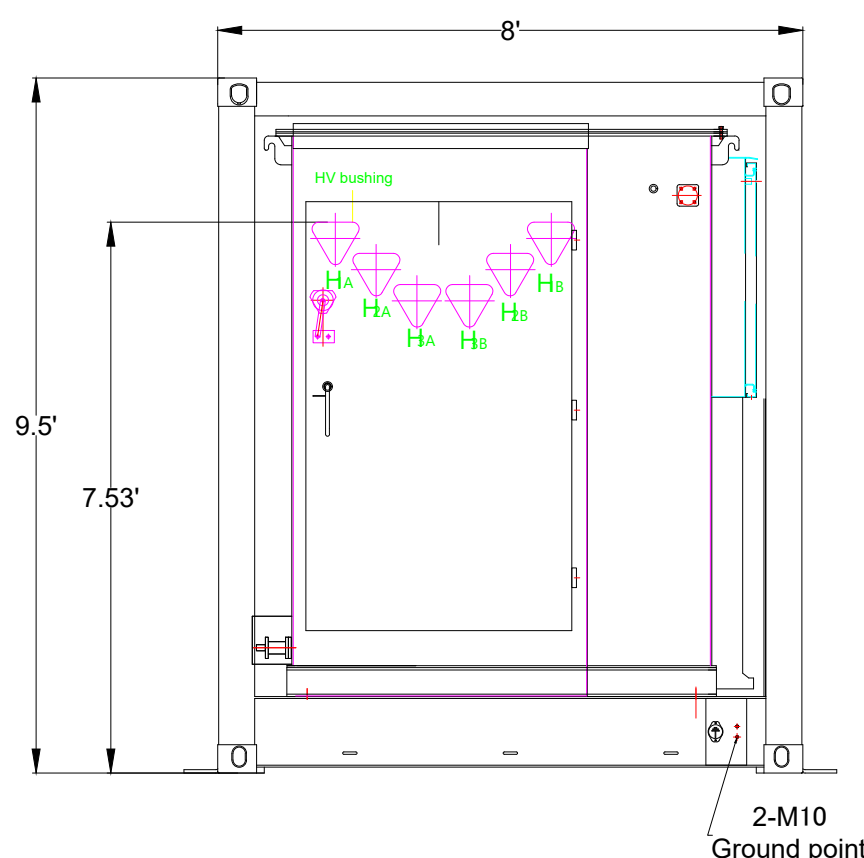
MAX OUTSIDE DIMENSION  
(DOOR OPENING)



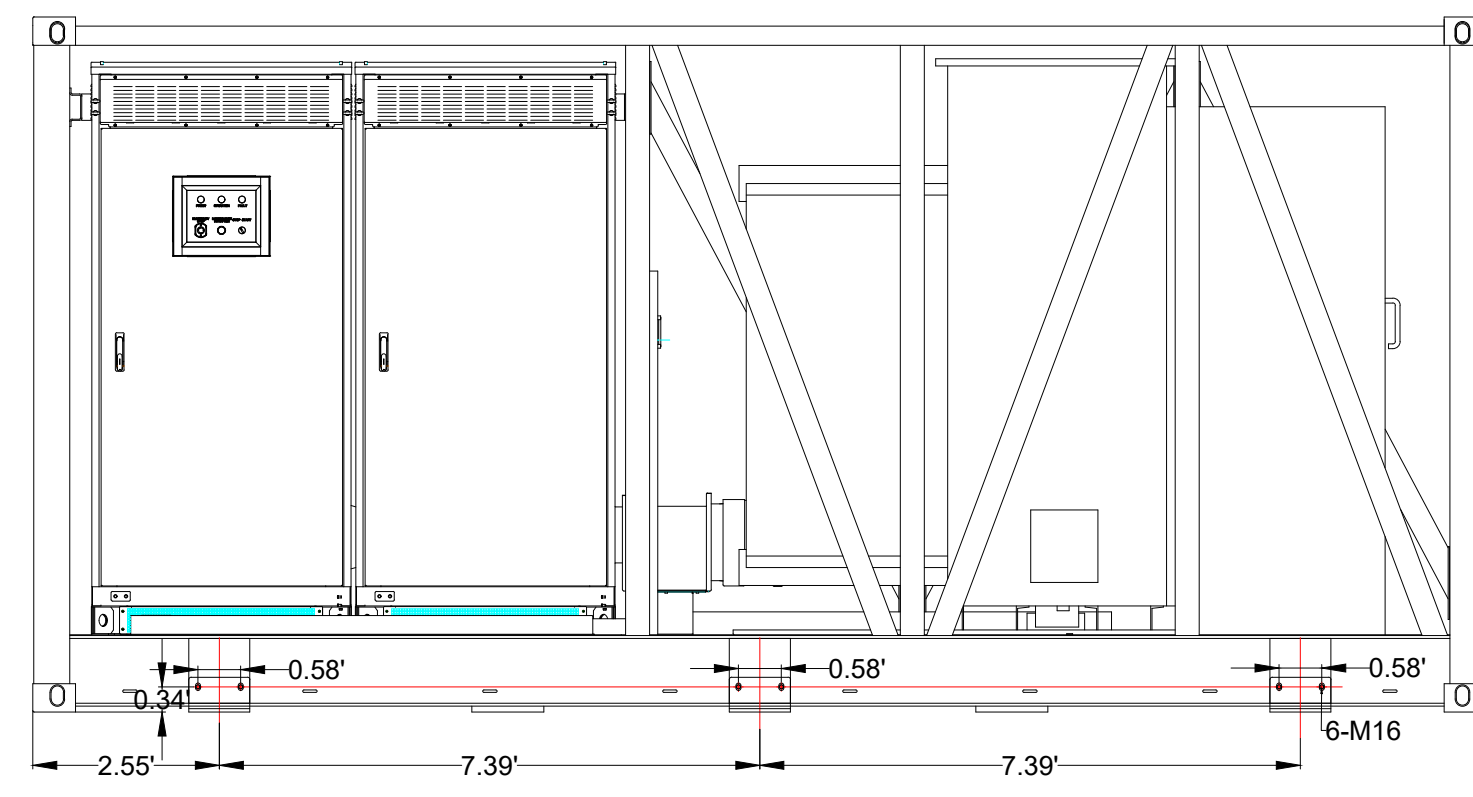
RIGHT VIEW



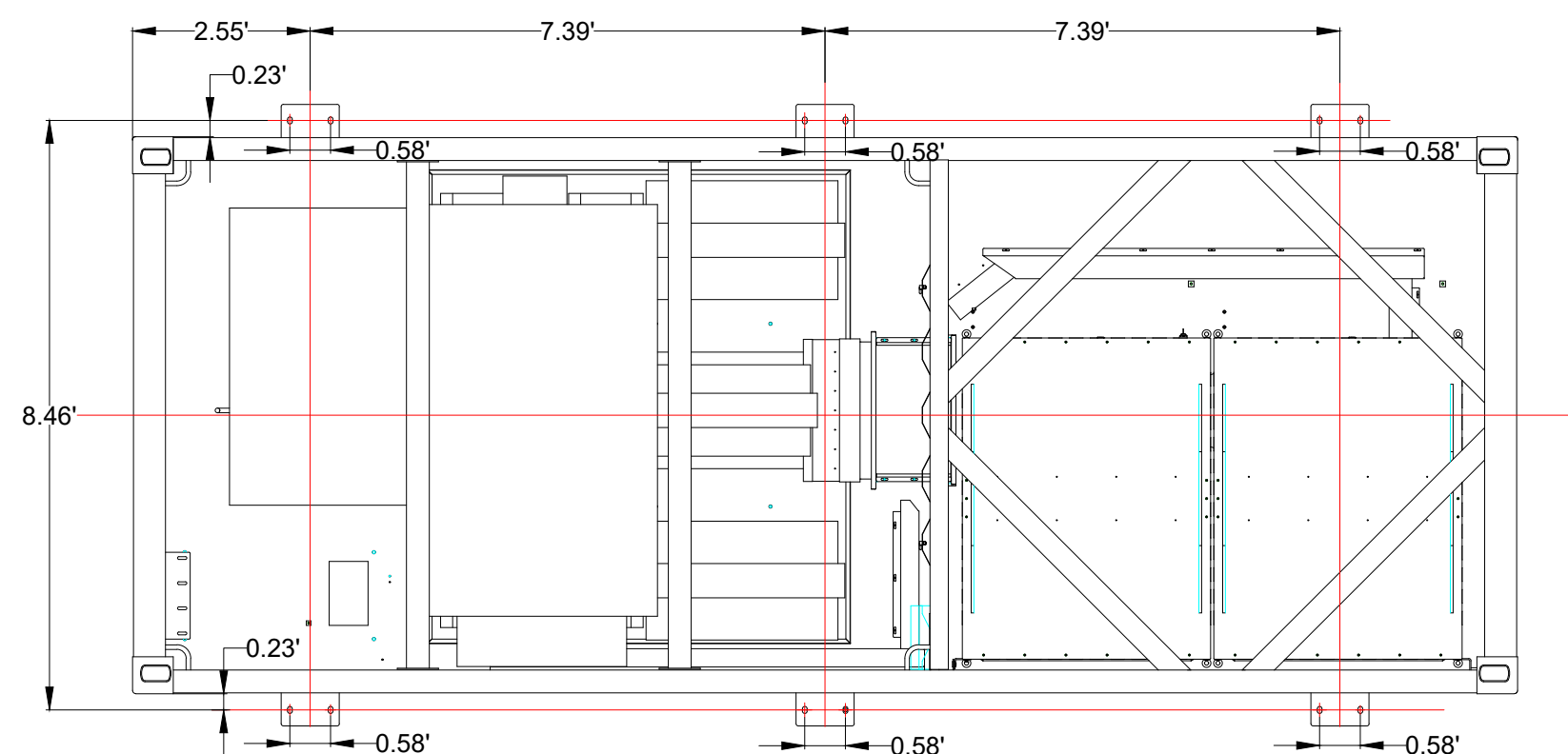
FRONT VIEW



LEFT VIEW

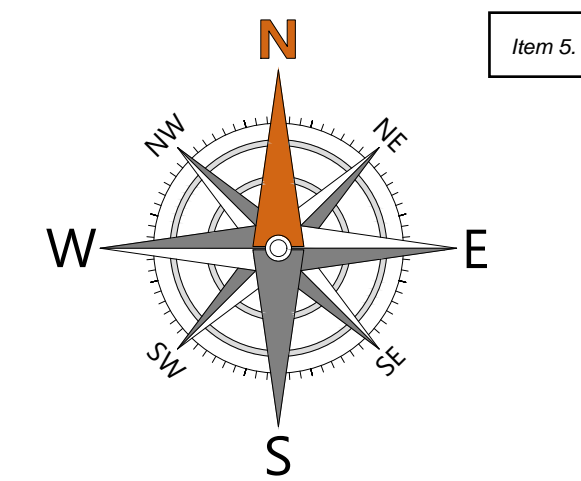


BACK VIEW



TOP VIEW

BESS POWER STATION-FRONT AND SIDE ELEVATIONS (TYPICAL)



REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG

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GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
BESS POWER STATION ELEVATION  
PLAN

PROJECT NO.:  
N/A

DRAWING NO.:

ED - 07

DATE: 12.26.2024	SHEET NO.: 01/01
SCALE: NTS	PAPER SIZE: ARCH-D 76



[illegible]

Technical drawing of the MC 8000 cabinet, showing a front view. The cabinet features two large doors, each labeled "MC". Below the doors is a base containing drawers and a control panel on the right side. A dimension line at the bottom indicates a width of 8 feet.

This diagram illustrates the exploded view of a 10kV metal-enclosed switchgear assembly. The main components shown include:

- Front Doors:** Four large doors with locking mechanisms and viewing windows, labeled with '10kV' and '10kV'.
- Internal Components:** A complex arrangement of internal busbars, circuit breakers, and other electrical components, labeled with '10kV' and '10kV'.
- Base Frame:** A sturdy metal frame supporting the entire assembly, labeled with '10kV' and '10kV'.
- Accessories:** Various accessories like hinges, locks, and mounting brackets are shown in their relative positions.

The diagram uses dimension lines and arrows to indicate the assembly sequence and the relative positions of the components.

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2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

DATE: 12.26.2024	SHEET NO.: 01/01
SCALE: NTS	PAPER SIZE: ARCH-D <span style="border: 1px solid black; padding: 2px;">77</span>

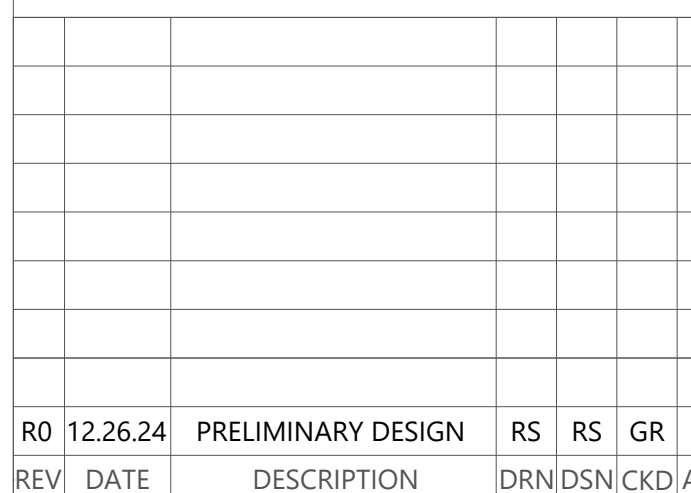


The diagram illustrates a typical 345kV/34.5kV substation section view, showing the layout of various electrical components and their dimensions. The substation is bounded by a fence (CL FENCE) on both sides. The equipment layout includes:

- 345kV OVERHEAD LINE TO POI SWITCHYARD:** Located at the top left, with a T-LINE and OPGW (Optical Grounding Wire).
- 345kV DEAD END TOWER WITH CLARRESTERS & CCVT-H2 345kV CCVT:** A tower structure with a height of 70'-4" and a width of 59'-0".
- 89-H2 CL345kV DISC. SWITCH:** A switch structure with a height of 20'-3" and a width of 20'-0".
- CT/PT-2 CL345kV CT/PT:** A transformer structure with a height of 16'-0" and a width of 16'-0".
- 52-H2 345kV GAS CIRCUIT BREAKER:** A circuit breaker structure with a height of 15'-0" and a width of 15'-0".
- 345kV BUS SUPPORT:** A support structure with a height of 25'-0" and a width of 25'-0".
- XFMR T2 CL345kV/34.5kV TRANSFORMER:** A transformer structure with a height of 19'-0" and a width of 19'-0".
- SST2 CL34.5kV SST:** A switch structure with a height of 15'-0" and a width of 15'-0".
- 89-B2 CL34.5kV DISC. SWITCH:** A switch structure with a height of 7'-6" and a width of 7'-6".
- CABLE TRENCH:** A trench structure with a height of 8'-6" and a width of 8'-6".
- 52-F4 CL34.5kV VCB:** A circuit breaker structure with a height of 15'-0" and a width of 15'-0".
- 34.5kV FEEDER TERMINATION STRUCTURE:** A termination structure with a height of 13'-0" and a width of 13'-0".
- LP3 LIGHT POLE:** A light pole structure with a height of 40'-0" and a width of 41'-0".

Key dimensions and labels include:

- Vertical Dimensions:** 10'-0", 15'-0", 70'-4", 45'-4", 25'-4", 20'-3", 7'-0", 25'-0", 19'-6", 8'-6", 24'-0", 18'-2", 40'-0", 8'-6".
- Horizontal Dimensions:** 59'-0", 20'-0", 16'-0", 16'-0", 15'-0", 25'-0", 19'-0", 15'-0", 7'-6", 8'-6", 15'-0", 13'-0", 41'-0", 270'-0".
- Labels:** (1) 1590KCMIL AAC, (2) 1590KCMIL AAC, 4" SCH. 40 AL, 2" SCH. 40 AL, TINNED COPPER FLEXIBLE BRAID, 89-F4, 89-F4A, 89-F4B, 89-F4C, 89-F4D, 89-F4E, 89-F4F, 89-F4G, 89-F4H, 89-F4I, 89-F4J, 89-F4K, 89-F4L, 89-F4M, 89-F4N, 89-F4O, 89-F4P, 89-F4Q, 89-F4R, 89-F4S, 89-F4T, 89-F4U, 89-F4V, 89-F4W, 89-F4X, 89-F4Y, 89-F4Z, 89-F4AA, 89-F4AB, 89-F4AC, 89-F4AD, 89-F4AE, 89-F4AF, 89-F4AG, 89-F4AH, 89-F4AI, 89-F4AJ, 89-F4AK, 89-F4AL, 89-F4AM, 89-F4AN, 89-F4AO, 89-F4AP, 89-F4AQ, 89-F4AR, 89-F4AS, 89-F4AT, 89-F4AU, 89-F4AV, 89-F4AW, 89-F4AX, 89-F4AY, 89-F4AZ, 89-F4BA, 89-F4BB, 89-F4BC, 89-F4BD, 89-F4BE, 89-F4BF, 89-F4BG, 89-F4BH, 89-F4BI, 89-F4BJ, 89-F4BK, 89-F4BL, 89-F4BM, 89-F4BN, 89-F4BO, 89-F4BP, 89-F4BQ, 89-F4BR, 89-F4BS, 89-F4BT, 89-F4BU, 89-F4BV, 89-F4BW, 89-F4BX, 89-F4BY, 89-F4BZ, 89-F4CA, 89-F4CB, 89-F4CC, 89-F4CD, 89-F4CE, 89-F4CF, 89-F4CG, 89-F4CH, 89-F4CI, 89-F4CJ, 89-F4CK, 89-F4CL, 89-F4CM, 89-F4CN, 89-F4CO, 89-F4CP, 89-F4CQ, 89-F4CR, 89-F4CS, 89-F4CT, 89-F4CU, 89-F4CV, 89-F4CW, 89-F4CX, 89-F4CY, 89-F4CZ, 89-F4DA, 89-F4DB, 89-F4DC, 89-F4DD, 89-F4DE, 89-F4DF, 89-F4DG, 89-F4DH, 89-F4DI, 89-F4DJ, 89-F4DK, 89-F4DL, 89-F4DM, 89-F4DN, 89-F4DO, 89-F4DP, 89-F4DQ, 89-F4DR, 89-F4DS, 89-F4DT, 89-F4DU, 89-F4DV, 89-F4DW, 89-F4DX, 89-F4DY, 89-F4DZ, 89-F4EA, 89-F4EB, 89-F4EC, 89-F4ED, 89-F4EE, 89-F4EF, 89-F4EG, 89-F4EH, 89-F4EI, 89-F4EJ, 89-F4EK, 89-F4EL, 89-F4EM, 89-F4EN, 89-F4EO, 89-F4EP, 89-F4EQ, 89-F4ER, 89-F4ES, 89-F4ET, 89-F4EU, 89-F4EV, 89-F4EW, 89-F4EX, 89-F4EY, 89-F4EZ, 89-F4FA, 89-F4FB, 89-F4FC, 89-F4FD, 89-F4FE, 89-F4FF, 89-F4FG, 89-F4FH, 89-F4FI, 89-F4FJ, 89-F4FK, 89-F4FL, 89-F4FM, 89-F4FN, 89-F4FO, 89-F4FP, 89-F4FQ, 89-F4FR, 89-F4FS, 89-F4FT, 89-F4FU, 89-F4FV, 89-F4FW, 89-F4FX, 89-F4FY, 89-F4FZ, 89-F4GA, 89-F4GB, 89-F4GC, 89-F4GD, 89-F4GE, 89-F4GF, 89-F4GG, 89-F4GH, 89-F4GI, 89-F4GJ, 89-F4GK, 89-F4GL, 89-F4GM, 89-F4GN, 89-F4GO, 89-F4GP, 89-F4GQ, 89-F4GR, 89-F4GS, 89-F4GT, 89-F4GU, 89-F4GV, 89-F4GW, 89-F4GX, 89-F4GY, 89-F4GZ, 89-F4HA, 89-F4HB, 89-F4HC, 89-F4HD, 89-F4HE, 89-F4HF, 89-F4HG, 89-F4HH, 89-F4HI, 89-F4HJ, 89-F4HK, 89-F4HL, 89-F4HM, 89-F4HN, 89-F4HO, 89-F4HP, 89-F4HQ, 89-F4HR, 89-F4HS, 89-F4HT, 89-F4HU, 89-F4HV, 89-F4HW, 89-F4HX, 89-F4HY, 89-F4HZ, 89-F4IA, 89-F4IB, 89-F4IC, 89-F4ID, 89-F4IE, 89-F4IF, 89-F4IG, 89-F4IH, 89-F4II, 89-F4IJ, 89-F4IK, 89-F4IL, 89-F4IM, 89-F4IN, 89-F4IO, 89-F4IP, 89-F4IQ, 89-F4IR, 89-F4IS, 89-F4IT, 89-F4IU, 89-F4IV, 89-F4IW, 89-F4IX, 89-F4IY, 89-F4IZ, 89-F4JA, 89-F4JB, 89-F4JC, 89-F4JD, 89-F4JE, 89-F4JF, 89-F4JG, 89-F4JH, 89-F4JI, 89-F4JJ, 89-F4JK, 89-F4JL, 89-F4JM, 89-F4JN, 89-F4JO, 89-F4JP, 89-F4JQ, 89-F4JR, 89-F4JS, 89-F4JT, 89-F4JU, 89-F4JV, 89-F4JW, 89-F4JX, 89-F4JY, 89-F4JZ, 89-F4KA, 89-F4KB, 89-F4KC, 89-F4KD, 89-F4KE, 89-F4KF, 89-F4KG, 89-F4KH, 89-F4KI, 89-F4KJ, 89-F4KK, 89-F4KL, 89-F4KM, 89-F4KN, 89-F4KO, 89-F4KP, 89-F4KQ, 89-F4KR, 89-F4KS, 89-F4KT, 89-F4KU, 89-F4KV, 89-F4KW, 89-F4KX, 89-F4KY, 89-F4KZ, 89-F4LA, 89-F4LB, 89-F4LC, 89-F4LD, 89-F4LE, 89-F4LF, 89-F4LG, 89-F4LH, 89-F4LI, 89-F4LJ, 89-F4LK, 89-F4LL, 89-F4LM, 89-F4LN, 89-F4LO, 89-F4LP, 89-F4LQ, 89-F4LR, 89-F4LS, 89-F4LT, 89-F4LU, 89-F4LV, 89-F4LW, 89-F4LX, 89-F4LY, 89-F4LZ, 89-F4MA, 89-F4MB, 89-F4MC, 89-F4MD, 89-F4ME, 89-F4MF, 89-F4MG, 89-F4MH, 89-F4MI, 89-F4MJ, 89-F4MK, 89-F4ML, 89-F4MM, 89-F4MN, 89-F4MO, 89-F4MP, 89-F4MQ, 89-F4MR, 89-F4MS, 89-F4MT, 89-F4MU, 89-F4MV, 89-F4MW, 89-F4MX, 89-F4MY, 89-F4MZ, 89-F4NA, 89-F4NB, 89-F4NC, 89-F4ND, 89-F4NE, 89-F4NF, 89-F4NG, 89-F4NH, 89-F4NI, 89-F4NJ, 89-F4NK, 89-F4NL, 89-F4NM, 89-F4NN, 89-F4NO, 89-F4NP, 89-F4NQ, 89-F4NR, 89-F4NS, 89-F4NT, 89-F4NU, 89-F4NV, 89-F4NW, 89-F4NX, 89-F4NY, 89-F4NZ, 89-F4OA, 89-F4OB, 89-F4OC, 89-F4OD, 89-F4OE, 89-F4OF, 89-F4OG, 89-F4OH, 89-F4OI, 89-F4OJ, 89-F4OK, 89-F4OL, 89-F4OM, 89-F4ON, 89-F4OO, 89-F4OP, 89-F4OQ, 89-F4OR, 89-F4OS, 89-F4OT, 89-F4OU, 89-F4OV, 89-F4OW, 89-F4OX, 89-F4OY, 89-F4OZ, 89-F4PA, 89-F4PB, 89-F4PC, 89-F4PD, 89-F4PE, 89-F4PF, 89-F4PG, 89-F4PH, 89-F4PI, 89-F4PJ, 89-F4PK, 89-F4PL, 89-F4PM, 89-F4PN, 89-F4PO, 89-F4PP, 89-F4PQ, 89-F4PR, 89-F4PS, 89-F4PT, 89-F4PU, 89-F



GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

CONSULTANT TO EPC CONTRACTOR:

LOCATION :  
SAN JUAN COUNTY, UTAH

PROJECT NO.: N/A

DRAWING NO.:

DATE:	SHEET NO.:
12.26.2024	01/01

SCALE:  NTS	PAPER SIZE:  ARCH-
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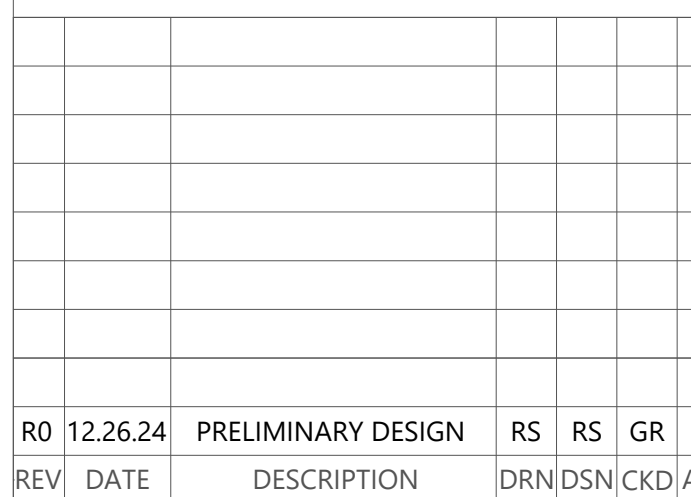


22.9658'

FINISHED GRADE

TRACKER PILE (TYP.)

TYPICAL TRACKING ARRAY - SIDE ELEVATION



GLOBAL HEADQUARTER AND AMERICAS  
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United States of America

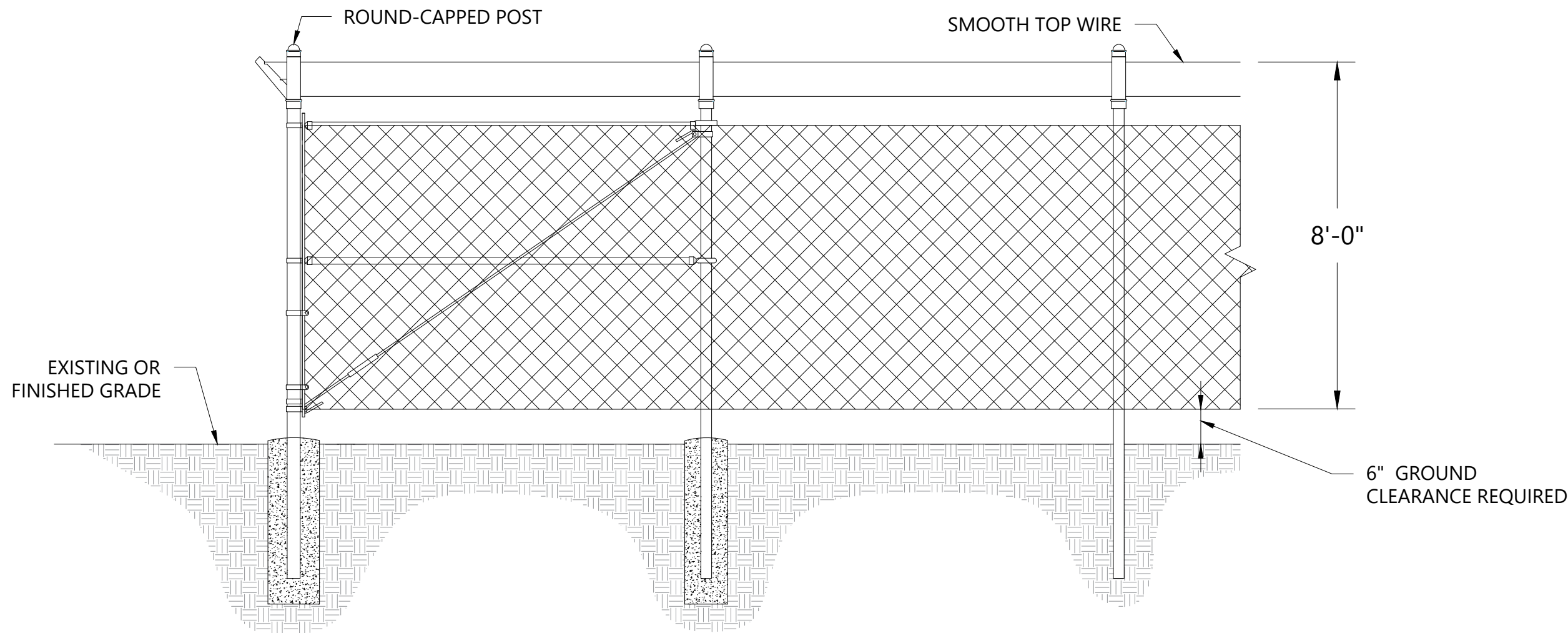
CONSULTANT TO EPC CONTRACTOR:

DRAWING NO.:

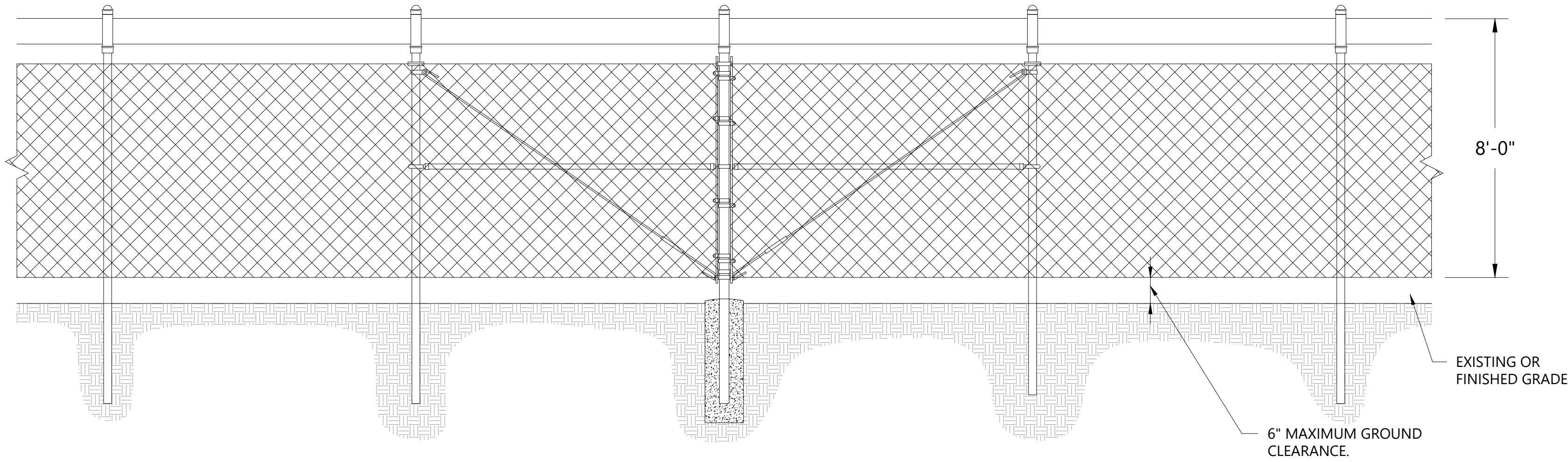
SCALE:	PAPER SIZE:
NTS	ARCH-D



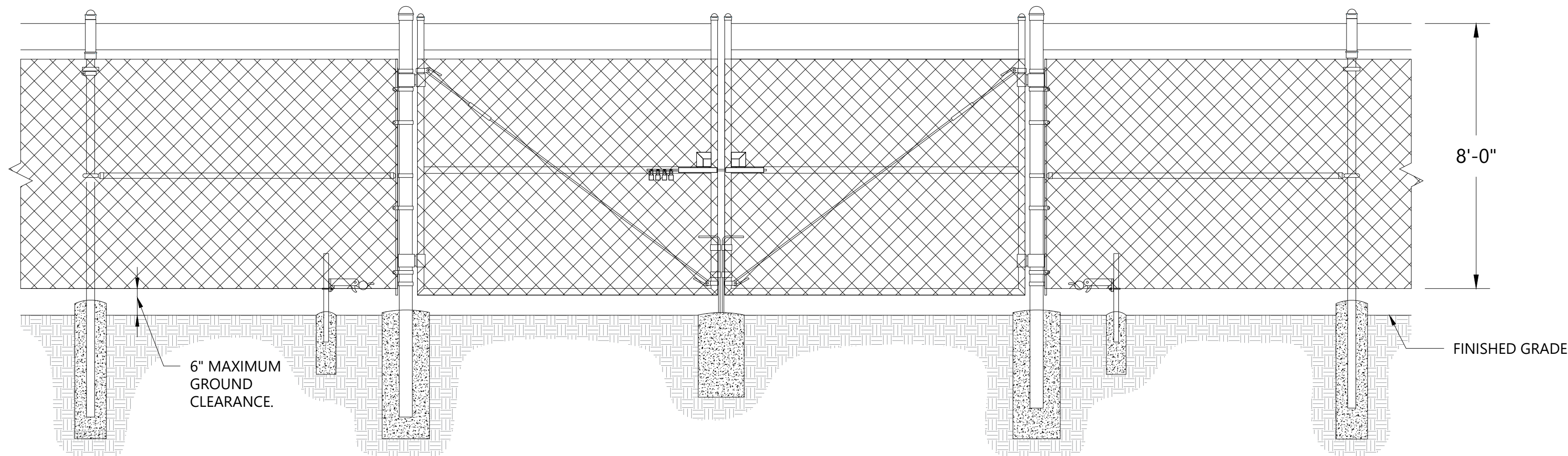
THIS DRAWING OR BILL OF MATERIAL IS CONFIDENTIAL AND MAY NOT BE LOANED, REPRODUCED OR COPIED, EITHER WHOLLY OR IN PART, OR MADE PUBLIC IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF ENFINITY GLOBAL.



TYPICAL FENCE CORNER DETAIL



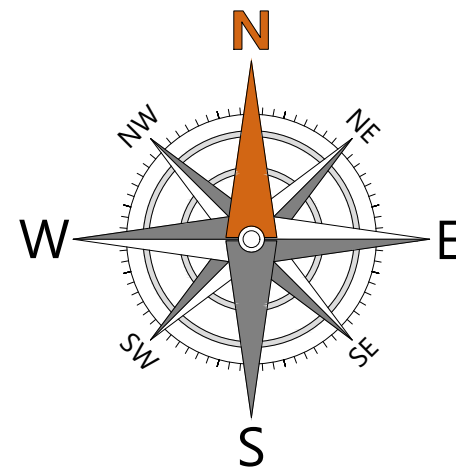
TYPICAL INTERMEDIATE POST DETAIL



TYPICAL SWING GATE DETAIL

GATE & TYPICAL FENCE DETAILS

- NOTES:
- FENCE WILL BE GALVANIZED CHAIN LINK WITH 2" MESH, 9 GAUGE.
  - TOP TWO WIRES WILL BE SMOOTH WIRES WITH HIGH VISIBILITY FOR WILDLIFE CONSIDERATIONS AS PER RECOMMENDATIONS OF COLORADO PARKS AND WILD LIFE.



Item 5.

REV	DATE	DESCRIPTION	DRN	DSN	CKD	APD
R0	12.26.24	PRELIMINARY DESIGN	RS	RS	GR	SG



GLOBAL HEADQUARTER AND AMERICAS  
2 S. Biscayne Blvd, 32<sup>nd</sup> FLOOR | Miami | FL 33131  
United States of America

EPC CONTRACTOR:

CONSULTANT TO EPC CONTRACTOR:

PROJECT :  
EG ORION SOLAR PLANT

LOCATION :  
SAN JUAN COUNTY, UTAH

TITLE :  
FENCE PROFILE

PROJECT NO.:  
N/A

DRAWING NO.:

ED - 11

DATE: 12.26.2024 SHEET NO.: 01/01

SCALE: NTS PAPER SIZE: ARCH-D 80



## TYPICAL OPERATIONS AND MAINTENANCE BUILDING





## SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ New Construction      ☐ Land Use Change  
☐ Addition      ☐ Appeal

Subject Property Location or Address:

Project site is located approximately 9.4 miles north of Monticello; East of US Highway 191 and North of County Road 331

Parcel Identification 32S24E080000, 32S24E056600, 32S24E090600, 32S24E160000, 32S24E106000,  
 Number: 32S24E090000, 32S24E102400, 32S24E107800

Parcel Area: 1,720 Acres

Current Use: Agriculture & Ranching

Floor Area: No Flood Hazard

Zoning Classification: Agricultural (AG)

Applicant

Name: EG US Devco LLC

Mailing

Address: 2 S Biscayne Blvd, 32nd Floor, Miami, FL 33131

City, State,

ZIP: Miami, FL 33131

Daytime Phone #: (703) 489-0414

Fax#: \_\_\_\_\_

Email Address: dharris@enfinity.global

Business Name (If applicable): \_\_\_\_\_

Property Owner's Name (If different): Owner's Name(s) are included in the additional page

Property Owner's Mailing Address: Owner's Mailing Address are included in the additional page

City, State, ZIP: Included in the additional page

Daytime Phone #: Included in the additional page Fax#: \_\_\_\_\_

Describe your request in detail (use additional page(s) if necessary: The request is to apply for Conditional Use Permit for development of Utility scale solar project on the above mentioned parcels located in Agricultural (AG) Zoning in San Juan County, Utah

Authorized Signature: \_\_\_\_\_ Date: 12/23/2024



Property Owner's Name and Mailing Address:

Owner Name: James T. and Linda C. Boulden

Owner Address:

Phone #:

Owner Name: Richard D. Francom

Owner Address: 2792 Wood Hollow Way, Bountiful UT, 84010

Phone #:

Owner Name: Trent and Russell Schafer

Owner Address: P.O. Box 802, Monticello UT 84535

Phone #:



### Property Owner's Affidavit

I (we) James T. and Linda C. Boulden , being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah )

:

County of San Juan )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_



### Property Owner's Affidavit

I (we) [Richard D. Francom](#), being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah )

:

County of San Juan )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_



### Property Owner's Affidavit

I (we) [Trent and Russell Schafer](#), being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah            )  
                                     :  
County of San Juan    )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

My Commission expires: \_\_\_\_\_





**Stewart Title of Utah, Inc.**  
1518 Woodland Park Dr  
Layton, UT 84041  
(801) 774-5511 direct (801) 776-5262 fax  
gary.gurr@stewart.com

Item 5.

We appreciate your order for the title work on the property referenced below. Please find the attached title commitment for your review which contains important information regarding this transactions.

## ***Questions?***

When calling regarding this real estate transaction, please reference the following information:

Escrow Officer:	<b>Gary Gurr</b>
Email Address:	<b>gary.gurr@stewart.com</b>
File Number:	<b>2021894</b>
Property Address:	<b>N/A ., UT</b>
	<b>N/A ., UT</b>
Seller	<b>Basin Land &amp; Livestock FLP, Russell Schafer, and</b>
	<b>Trent Schafer</b>
Buyer/Borrower:	<b>Acuity Solar</b>

Your review of the report will eliminate any surprises at the closing table, allow time to address any problems which may require your attention, provide up to date facts which may affect your clients, and assure a smooth closing.

Your business is very valuable to us. We are staffed and ready to provide you with the best service possible. If we ever fall short of your expectations, please notify us immediately as we are committed to your success.

Sincerely,

Gary Gurr

## **NOTICE**

**Due to change to the Good Funds requirements per Utah Code 31A-23a-406, all funds received by the Company must be made by bank wire transfer.**



# WARNING!

## WIRE FRAUD IS ON THE RISE

Cyber criminals are using email compromise schemes to target companies and individuals purchasing property. These schemes include, but are not limited to, fake emails from attorneys, real estate agents or title agencies to request wire transfers to fraudulent accounts.

Stewart Title Company understands the importance of protecting against wire fraud and has multiple safeguards in place to protect all parties involved in the transaction, including secure encrypted email for Stewart associates, and fraud warnings in all emails. Stewart Title Company urges its clients to heed these warnings and take every precaution before engaging in the transfer of any funds. Stewart Title Company is committed to protecting the interest of all parties involved in the transaction and will continue advancing necessary precautions to ensure a superior customer experience.

You will receive wire instructions from Stewart Title via a secure encrypted email or in the initial Welcome package sent to you through DocuSign. If you receive conflicting wire instructions please STOP and call your Escrow team using a known telephone number, not one provided in an email, to determine if the new instructions are fraudulent.

If you ask us to wire transfer money to you we must receive written wire transfer instructions. Your bank account information must be validated by face to face verification or phone verification using a known phone number, not one provided in an email, or using previously validated account information which we already have on file.

**stewart title**

*Real partners. Real possibilities.™*





## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

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

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

Authorized Countersignature

Stewart Title of Utah, Inc.  
1518 North Woodland Park Drive  
Layton, UT 84041



Frederick H. Eppinger  
President and CEO

David Hisey  
Secretary

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4



## COMMITMENT CONDITIONS

### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

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

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

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

### 4. COMPANY'S RIGHT TO AMEND

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

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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ALTA Commitment for Title Insurance (07-01-2021)

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## 5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I - Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

## 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

## 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

## 8. PRO-FORMA POLICY

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

## 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

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**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION**

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

## STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2021894

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE A**

Item 5.

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Stewart Title of Utah, Inc.  
Issuing Office: 1518 North Woodland Park Drive, Layton, UT 84041  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 2021894  
Issuing Office File Number: 2021894  
Property Address: N/A ., UT  
N/A ., UT  
Revision Number:

**1. Commitment Date:** May 10, 2023 at 8:00AM

**2. Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy - Standard

Proposed Insured: Acuity Solar

(b) 2021 ALTA® Loan Policy - Extended

Proposed Insured:

Endorsements Premium: \$0.00

**3. The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

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

Basin Land & Livestock FLP: Parcel No. 32S24E056600 and Parcel No. 32S24E080000  
Russell Schafer and Trent Schafer: Parcel No. 32S24E090000, Parcel No. 32S24E102400 and Parcel No. 32S24E107800

**5. The Land is described as follows:**

See Exhibit "A" Attached Hereto

**STEWART TITLE GUARANTY COMPANY**

  
Authorized Countersignature

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File No.: 2021894

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Item 5.

**File No.:** 2021894

The [land](#) referred to herein is situated in the County of San Juan, State of Utah, and is described as follows:

Township 32 South, Range 24 East, SLM:

Section 5: Lot 15; SE1/4SW1/4 and W1/2SE1/4 (Parcel No. 32S24E056600)

EXCEPTING all oil, gas and other minerals and the rights thereto.

Township 32 South, Range 24 East, SLM:

Section 8: NE1/4SW1/4; S1/2NW1/4; NE1/4NW1/4; SE1/4SE1/4; NE1/4 and N1/2SE1/4  
(Parcel No. 32S24E080000)

EXCEPTING from the NE1/4SW1/4; S1/2NW1/4; NE1/4NW1/4; NE1/4 and N1/2SE1/4 of said Section 8 all oil, gas and other minerals and the rights thereto.

EXCEPTING from the SE1/4SE1/4 of said Section 8 all uranium, thorium or other material peculiarly essential to the production of fissionable materials, and all oil, gas and other minerals and the rights thereto.

Township 32 South, Range 24 East, SLM

Section 9: W1/2, E1/2NE1/4 (Parcel No. 32S24E090000)

EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM

Section 9: E1/2W1/2, NW1/4NW1/4, SW1/4SW1/4

the following:

a. All uranium, thorium or any other material peculiarly essential to the production of fissionable materials as excepted and reserved as set forth in the Patent from the United States to Richard Ottis Wildman dated March 18, 1953 and recorded April 20, 1953 in Book 18 at Page 101, Entry No. E-3600.

b. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), if any, remaining in the ownership of Dale Lenville Todd immediately after the execution and recording of all of the following Warranty Deeds, to wit:

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. (Conveys the land and reserves all oil, gas and other minerals).

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. (Conveys an undivided 1/2 interest in the oil, gas and other minerals).

From Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. (Conveys the land and reserves an undivided 1/2 interest in the oil, gas and other minerals)

c. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812. (Conveys the land; excepts all uranium, thorium, or any material peculiarly essential to the production of fissionable materials; and excepts an undivided 3/4 interest in all oil, gas and minerals).

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File No.: 2021894

ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Item 5.

d. The interest in the oil, gas and other minerals (other than all uranium, thorium or any other material peculiarly essential to the production of fissionable materials), if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom , an undivided one-half interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972.

(Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom , an undivided one-half interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit:

"EXCEPTING therefrom, all uranium, thorium, or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials. ALSO EXCEPTING therefrom , an undivided one-half interest in all oil, gas and minerals").

ALSO EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM

Section 9: E1/2NE1/4

the following:

a. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866.

b. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867.

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 5/6 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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LAND TITLE  
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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Item 5.

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

ALSO EXCEPTING from the following portion of the land in Section 9, to wit:

Township 32 South, Range 24 East, SLM

Section 9: SW1/4NW1/4, NW1/4SW1/4

the following:

a. The undivided 1/2 interest in all oil, gas and other minerals as reserved by the grantors in the Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-9915.

b. The interest in the oil, gas and other minerals, if any, remaining in the ownership of Dale Lenville Todd immediately after the execution and recording of all of the following Warranty Deeds, to wit:

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-6822. (Conveys the land and reserves all oil, gas and other minerals).

From Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-6823. (Conveys an undivided 1/4 interest in the oil, gas and other minerals).

From Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-7975. (Conveys the land and reserves an undivided 1/4 interest in the oil, gas and other minerals).

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 7/8 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom , an undivided 3/4 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972. (Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 3/4 interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit:

"EXCEPTING therefrom , an undivided 3/4 interest in all oil, gas and minerals").

Township 32 South, Range 24 East, SLM

Section 10: N1/2SW1/4, NW1/4 (Parcel No. 32S24E102400)

EXCEPTING the following:

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## EXHIBIT "A"

### LEGAL DESCRIPTION

ISSUED BY

STEWART TITLE GUARANTY COMPANY

Item 5.

a. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-866.

b. The 1/3 of 100% of the oil and mineral rights as conveyed in the Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-867.

c. The interest in the oil, gas and other minerals, remaining in the ownership of Fannie R. Todd immediately after the execution and recording of the Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-5812.

(Conveys the land and excepts an undivided 5/6 interest in all oil, gas and minerals).

d. The interest in the oil, gas and other minerals, if any, remaining in the ownership of S. Rigby Wright, Administrator of the estate of Glenn Earl Trueblood, deceased, and Sandra Rogers Trueblood, immediately after the execution and recording of the following deeds, to wit:

Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-4711. (Conveys the land with the following exception, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-4972.

(Conveys the land with the following exceptions, to wit: "EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-9339. (Conveys the land with the following exceptions, to wit:

"EXCEPTING therefrom , an undivided 2/3 interest in all oil, gas and minerals").

Township 32 South, Range 24 East, SLM

Section 10: W1/2SE1/4 (Parcel No. 32S24E107800)

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART I

Item 5.

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

File No.: 2021894

### Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
6. Pay all general and special taxes now due and payable.
7. The Company requires for its review satisfactory evidence of the existence (good standing in its state of domicile) and authority of the business entity (corporation, limited liability company, partnership, limited partnership), if any named herein, to acquire, convey, or encumber real property held or to be held in the name of the business entity. At the time the Company is furnished these items, the Company may make additional requirements and exceptions.
8. **EXTENDED COVERAGE.** In order to delete any of the following standard exceptions the Company requires the following:

**Parties in possession** exception of this commitment may be deleted if the Company receives, at or prior to closing, a satisfactory affidavit executed by the owner of the Land stating that no one is in possession of the Land other than the owner and the tenants of the owner. If there are tenants, their names and the form of their leases must also be indicated, as well as any options to purchase or rights of first refusal. The Company may, at its option, also require an inspection of the Land. The Company may except in the Policy to any tenancy or other matter that is disclosed by such affidavit or inspection.

**Easement and Survey** exceptions of this commitment may be deleted upon review and examination by the Company, prior to closing, of a satisfactory survey of the Land duly certified to the Company by a registered land surveyor acceptable to the Company, and stating that it was made either in accordance with the "Minimum Standard Detail National Requirements for ALTA/NSPS Land Title Surveys" or as otherwise acceptable to the Company. In lieu of an acceptable survey, the Company may, at its option, require an inspection of the Land and/or an affidavit from the owner of the Land stating that The Company may except in the Policy to any matter that is disclosed by such survey, inspection or affidavit.

Note: In some cases, the Company may at its option, be willing to accept an existing prior survey or an inspection of the land and/or an affidavit from the owner of the land stating that there are no easements, encroachments, boundary

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File No.: 2021894

ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**  
**SCHEDULE B PART I**

Item 5.

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

line issues or recent improvements since the date of the prior survey.

**Mechanic Lien** exception of this commitment may be deleted:

Upon examination and inspection by the Company of the land and satisfactory evidence of the completion and full payment of the improvements erected on the land.

If no preliminary notices have been filed on the State Construction Registry against the subject property.

If at the time of closing, the Company is furnished with a satisfactory affidavit and indemnification, executed by the record owner of the land, stating that there have been no improvements within the mechanic's lien period as prescribed by state law.

**Tax or Special Assessments** exception of this commitment may be deleted if, at the time of closing, the Company can ascertain that there are no pending proceedings to create or confirm a special assessment on the land or that there is no work in progress that may result in a special assessment or lien on the land.

NOTE: Any pending proceeding or any assessment that may be levied prior to the time of closing must be specifically excepted to in the policy.

**Notice to Applicant:** After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.

**Notice to Applicant:** The land covered herein may be served by districts or service companies and/or municipalities which assess charges for water, sewer, electricity and other utilities, etc., which are not covered by this report or insured under a Title Insurance Policy issued hereunder.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

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### Exceptions

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2023 are accruing as a lien; not yet due and payable Taxes for the year 2022 have been paid in the following amounts:  
Parcel No. 32S24E056600: \$35.24  
Parcel No. 32S24E080000: \$270.14  
Parcel No. 32S24E090000: \$83.07  
Parcel No. 32S24E102400: \$44.84  
Parcel No. 32S24E107800: \$15.85

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

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

10. Water rights, claims or title to water, whether or not the matters are shown by the Public Records.

Exceptions for Parcel Nos. 32S24E056600 and 32S24E080000 are as follows:

11. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Lester Coleman dated August 22, 1927 and recorded November 26, 1927 in Book T-2 at page 341, Entry No. A-[1321](#). This affects the NE1/4; and N1/2SE1/4 part of Section 8 (part of Parcel 32S24E080000).

12. Rights to ditches, canals and reservoirs, and reservation to the United States of all oil and gas, and to the United States or persons authorized by it, the right to prospect for, mine, and remove such deposits upon compliance with the conditions and subject to the provisions and limitations of the Act of July 17, 1914 (38 Stat. 509), all as set forth in the Patent from the United States to Raleigh O'Key Coleman dated April 16, 1952 and recorded February 8, 1954 in Book T-7 at page 791, Entry No. F-[4730](#). This affects all of Parcel No. 32S24E056600 and the NE1/4SW1/4; S1/2NW1/4 and NE1/4NW1/4 of Section 8 (part of Parcel 32S24E080000).

The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

13. Rights to ditches, canals and reservoirs, and, pursuant to the provisions of the Act of August 1, 1946 (60 Stat. 755), reservation to the United States of all uranium, thorium or other material peculiarly essential to the production of fissionable materials, together with the right of the United States through its authorized agents or representatives to enter upon the land and prospect for, mine, and remove the same, all as set forth in the Patent from the United States to Richard Ottis Wildman recorded April 20, 1953 in Book 18 at page 101, Entry No. E-[3600](#). This affects the SE1/4SE1/4 of Section 9 (part of Parcel 32S24E080000).

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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14. Reservation, exception or conveyance of all uranium, thorium or other material peculiarly essential to the production of fissionable materials, and all oil, gas and other minerals and the rights thereto, together with rights of ingress and egress in connection with the same, so as to sever such interests from the remaining fee simple estate, all as set forth in instruments of record including, but not limited to, the following, to wit:
- a. Warranty Deed from Richard Ottis Wildman, et ux., to Emory O. Todd and Fannie R. Todd dated February 26, 1954 and recorded March 15, 1954 in Book 12 at page 340, Entry No. [F10980](#).
  - b. Warranty Deed from Milford Wildman, et ux., to Emory O. Todd and Fannie R. Todd dated May 12, 1954 and recorded May 17, 1954 in Book 16 at page 467, Entry No. [G-9915](#).
  - c. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at page 22, Entry No. [S-6822](#).
  - d. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at page 23, Entry No. [S-6823](#).
  - e. Warranty Deed from Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd dated March 11, 1959 and recorded March 12, 1959 in Book 246 at page 177, Entry No. [S-7975](#).
  - f. Warranty Deed from Raleigh O'Key Coleman and Evelyn L. Coleman to Jack L. Clark and Zona F. Clark dated October 15, 1964 and recorded July 2, 1968 in Book 448 at page 2, Entry No. [X-2964](#).
  - g. Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood, et ux., dated January 7, 1966 and recorded January 10, 1966 in Book 377 at page 297, Entry No. [U-5812](#).
  - h. Quit Claim Deed from Fannie R. Todd to Robert L. and Janice M. Toles recorded February 19, 1986 and recorded in Book 674 at page 357, Entry No. [1H11360](#).
  - i. Quit-Claim Deed from Sandra Rogers Trueblood to Estate of Glenn E. Trueblood dated June 8, 1972 and recorded July 3, 1972 in Book 503 at page 478, Entry No. [Z-4711](#).
  - j. Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright dated August 4, 1972 and recorded August 8, 1972 in Book 504 at page 217, Entry No. [Z-4972](#).
  - k. Administrator's Deed from S. Rigby Wright to Lee Afton Hyde, et ux., dated September 24, 1973 and recorded October 30, 1973 in Book 515 at page 178, Entry No. [Z-9931](#).
  - l. Warranty Deed from Lee Afton Hyde, et ux., to Grayson W. Redd, et ux., dated June 12, 1992 and recorded June 12, 1992 in Book 723 at page 618, Entry No. [002261](#).
  - m. Warranty Deed from Grayson Redd, et. ux. to Basin Land & Livestock, FLP, dated May 15, 2019, and recorded May 16, 2019, in Book 1038 at pages 10-11, Entry No. [160317](#)
- The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

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15. Oil and gas leases and mining leases unreleased of record which were executed prior to the severance of the leased interest including, but not limited to, the following, to wit:
- a. Mining Lease from Lee Afton Hyde, et ux., to Idaho Mining Corporation dated January 7, 1975 and recorded January 31, 1975 in Book 539 at page 280, Entry No. 1A-[10891](#).
  - b. Mining Lease from Lee Afton Hyde, et ux., to Idaho Mining Corporation dated January 15, 1975 and recorded January 22, 1975 in Book 538 at page 471, Entry No. 1A-[10257](#).
  - c. Memorandum of Option to Lease from Lee Afton Hyde, et ux., to Larry J. White dated August 18, 1983 and recorded March 1, 1984 in Book 658 at page 142, Entry No. [1H04941](#).
  - d. Oil and Gas Lease between Lee Afton Hyde, et ux., and Conoco Inc. dated February 10, 1986 and recorded April 10, 1986 in Book 675 at page 540, Entry No. [1H11920](#).
  - e. Oil and Gas Lease between Lee Afton Hyde, et ux., and Larry J. White dated August 9, 1988 and recorded September 19, 1988 in Book 698 at page 321, Entry No. 1I-[07886](#).
  - f. Oil and Gas Lease from Louise Irene Hegel to Paradox Group, Inc., dated August 13, 2013 and recorded October 2, 2013 in Book 955 at page 278, Entry No. [119804](#).
  - g. Oil and Gas Lease from Judy Ann Wood to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 283, Entry No. [119805](#).
  - h. Oil and Gas Lease from Hazel Faye Holiday to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 288, Entry No. [119806](#).
  - i. Oil and Gas Lease from Vera O. Weniger to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 293, Entry No. [119807](#).
  - j. Oil and Gas Lease from Marie Jean Coleman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 364, Entry No. [119825](#).
  - k. Oil and Gas Lease from Kenneth Richard Wildman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 957 at page 191, Entry No. [120356](#).
  - l. Oil and Gas Lease from Bill and Virginia Smith Living Trust, dated July 3, 2009, by James W. Smith, Jr. and Virginia F. Smith, acting as Trustees, to Paradox Group, Inc., dated August 13, 2013 and recorded December 17, 2013 in Book 957 at page 779, Entry No. [120494](#).
  - m. Oil and Gas Lease from Robert L. Toles, et ux., to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 862, Entry No. [120508](#).
  - n. Oil and Gas Lease from The Lester and Geraldine Wildman Revocable Inter Vivos Trust dated February 11, 1994, by Erma M. Williams, acting as Trustee to Paradox Group, Inc., dated April 1, 2014 and recorded April 14, 2014 in Book 961 at page 850, Entry No. [121534](#). This affects Parcel No. 32S24E080000.
- The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.
16. Easement and right of way, and the terms, conditions and limitations contained therein, in favor of Utah Power & Light Company, recorded January 20, 1970 as Entry No. Y-[10590](#), in Book 486, Page 650, of Public Records.
17. Lease Agreement, and the terms, conditions and limitations contained therein, recorded May 12, 1972, as Entry No. Z-[4497](#), in Book 503, Page 98, of Public Records.
18. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded May 16, 2019 as Entry No. [160318](#), in Book 1038, Page 12, of Public Records.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

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19. A Financing Statement disclosing a security interest and recorded July 30, 2013 as Entry No. 119252 , in Book 953, Page 119, of Public Records, Naming Crownrock LP, as Debtor, and Union Bank, as Secured Party.
20. Access and rights of ingress and/or egress from a dedicated street or highway are not disclosed of record, and such rights will be excluded from the coverage of our Policy. Covered risk #4 will be deleted from the Policy.

Exceptions for Parcel Nos. 32S24E090000, 32S24E102400 and 32S24E107800 are as follows:

21. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to John Brown dated March 19, 1923 and recorded May 15, 1923 in Book G at Page 404, Entry No. [170447](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
22. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Lester Coleman dated August 22, 1927, and recorded November 26, 1927 in Book T-2 at Page 341, Entry No. A-[1321](#). This affects Parcel No. 32S24E090000.
23. Rights to ditches, canals and reservoirs as set forth in the Patent from the United States to Ben F. Schafer dated December 7, 1938 and recorded January 12, 1939 in Book Ia at Page 87, Entry No. A-[9732](#). This affects Parcel No. 32S24E107800.
24. Rights to ditches, canals and reservoirs, and reservation the the United States of all uranium, thorium or any other material peculiarly essential to the production of fissionable materials, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, all as set forth in the Patent from the United States to Richard Ottis Wildman dated March 18, 1953 and recorded April 20, 1953 in Book 18 at Page 101, Entry No. E-[3600](#). This affects Parcel No. 32S24S090000.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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25. Reservation, exception or conveyance of an interest in the oil, gas and other minerals and mineral rights, so as to sever the same from the remaining fee simple estate, together with rights of ingress and egress in connection with the same, all as set forth in instruments of record including, but not limited to, the following:
- a. Warranty Deed from Milford Wildman and Sarah Wildman to Elmer Carter and Della A. Carter, his wife, dated March 17, 1953 and recorded April 2, 1953 in Book 16 at Page 294, Entry No. E-[3267](#). This affects Parcel No. 32S24E090000.
  - b. Warranty Deed from Richard Ottis Wildman and Betty Wildman, his wife, to Emory O. Todd and Fannie R. Todd dated February 26, 1954 and recorded March 15, 1954 in Book 12 at Page 340, Entry No. F-[10980](#). This affects Parcel No. 32S24E090000.
  - c. Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-[9915](#). This affects Parcel No. 32S24E090000.
  - d. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 22, Entry No. S-[6822](#). This affects Parcel No. 32S24E090000.
  - e. Warranty Deed from Emory O. Todd and Fannie R. Todd to Dale Lenville Todd dated October 30, 1958 and recorded November 3, 1958 in Book 240 at Page 23, Entry No. S-[6823](#). This affects Parcel No. 32S24E090000.
  - f. Warranty Deed from Dale Lenville Todd and Ida May Todd to Emory O. Todd and Fannie R. Todd, as joint tenants, dated March 11, 1959 and recorded March 12, 1959 in Book 246 at Page 177, Entry No. S-[7975](#). This affects Parcel No. 32S24E090000.
  - g. Decree of Heirship from the Estate of Emory O. Todd to Fannie R. Todd, et al., dated May 2, 1962 and recorded August 9, 1962 in Book 345 at Page 18, Entry No. T-[8102](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - h. Quit Claim Deed from Fannie R. Todd to Robert Todd and Rena Todd dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 561, Entry No. U-[866](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - i. Quit Claim Deed from Fannie R. Todd to Lois Smart and Clinton Smart dated June 26, 1964 and recorded July 13, 1964 in Book 364 at Page 562, Entry No. U-[867](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - j. Warranty Deed from Fannie R. Todd to Glenn Earl Trueblood and Sandra R. Trueblood, his wife, as joint tenants, dated January 7, 1966 and recorded January 10, 1966 in Book 377 at Page 297, Entry No. U-[5812](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - k. Quit-Claim Deed from Dale Todd to Robert Todd and Rena Jo Todd, dated April 18, 1966 and recorded June 2, 1966 in Book 380 at Page 624, Entry No. U-[7335](#). This affects Parcel No. 32S24E090000.
  - l. Quit-Claim Deed from Sandra Rogers Trueblood to the Estate of Glenn E. Trueblood, deceased, dated June 8, 1972 and recorded July 3, 1972 in Book 503 at Page 478, Entry No. Z-[4711](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - m. Quit-Claim Deed from Sandra Rogers Trueblood to S. Rigby Wright, Administrator of the Estate of Glenn E. Trueblood, deceased, dated August 4, 1972 and recorded August 8, 1972 in Book 504 at Page 217, Entry No. Z-[4972](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - n. Administrator's Deed from S. Rigby Wright, Administrator of the Estate of Glenn Earl Trueblood, deceased, to Vernon R. Schafer and Nila Schafer, husband and wife, as joint tenants, dated September 24, 1973 and recorded September 24, 1973 in Book 514 at Page 21, Entry No. Z-[9339](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - o. Affidavit to Evidence Termination of Joint Tenancy executed by Nila Schafer dated December 28, 2004 and recorded December 29, 2004 in Book 833 at Page 334, Entry No. [074871](#). This affects Parcel No. 32S24E090000, Parcel No. 32S32E102400 and Parcel No. 32S24E107800.
  - p. Personal Representatives Deed from Russell Schafer, as personal representative of the Estate of Nila F. Schafer, also known as Nila Schafer to Russell Schafer and Trent Schafer dated September 23, 2019 and recorded September

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## ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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23, 2019 in Book 1041 at page 692, Entry No. [161138](#). This affects Parcel No. 32S24E090000, Parcel No. 32S32E102400.

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

26. All agreements and other provisions relating to the oil, gas and other minerals set forth in the Warranty Deed from Milford Wildman and Sarah Wildman, his wife, to Emory O. Todd and Fannie R. Todd, as joint tenants, dated May 12, 1954 and recorded May 17, 1954 in Book 16 at Page 467, Entry No. G-[9915](#). This affects Parcel No. 32S24E090000.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

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27. All unreleased leases of record burdening the surface estate and/or purporting to cover the interest in the oil, gas and other minerals owned by the then owners of the surface estate in the caption land including, but not limited to, the following:
- a. Mining Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Idaho Mining Corporation dated February 19, 1975 and recorded February 20, 1975 in Book 540 at Page 173, Entry No. 1A-[11762](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - b. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Conoco Inc., dated February 10, 1986 and recorded April 10, 1986 in Book 675 at Page 534, Entry No. [1H11918](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - c. Oil and Gas Lease from Etna O. Schafer to Conoco Inc., dated February 10, 1986 and recorded April 10, 1986 in Book 675 at Page 546, Entry No. [1H11922](#). This affects Parcel No. 32S24E107800.
  - d. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated May 24, 1988 and recorded July 13, 1988 in Book 696 at Page 195, Entry No. 1I [07227](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - e. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated September 1, 1992 and recorded November 19, 1992 in Book 727 at Page 517, Entry No. [003841](#). This affects Parcel No. 32S24E107800.
  - f. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated June 10, 1998 and recorded February 24, 1999 in Book 776 at Page 464, Entry No. [007762](#). This affects Parcel No. 32S24E107800.
  - g. Oil and Gas Lease from Vernon R. Schafer and Nila Schafer, husband and wife, to Larry J. White dated May 28, 2002 and recorded March 26, 2004 in Book 825 at Page 225, Entry No. [071701](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - h. Memorandum of Option to Lease between Nila Schafer and Paradox Group Inc., dated June 11, 2012 and recorded September 4, 2012 in Book 942 at page 782, Entry No. [116804](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - i. Oil and Gas Lease from Louise Irene Hegel to Paradox Group, Inc., dated August 13, 2013 and recorded October 2, 2013 in Book 955 at page 278, Entry No. [119804](#). This affects Parcel No. 32S24E090000.
  - j. Oil and Gas Lease from Judy Ann Wood to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 283, Entry No. [119805](#). This affects Parcel No. 32S24E090000.
  - k. Oil and Gas Lease from Hazel Faye Holiday to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 288, Entry No. [119806](#). This affects Parcel No. 32S24E090000.
  - l. Oil and Gas Lease from Vera O. Weniger to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 293, Entry No. [119807](#). This affects Parcel No. 32S24E090000.
  - m. Oil and Gas Lease from Lois Smart to Paradox Group, Inc., dated August 19, 2013 and recorded October 3, 2013 in Book 955 at page 354, Entry No. [119823](#). This affects Parcel No. 32S24E102400.
  - n. Oil and Gas Lease from Marie Jean Coleman to Paradox Group, Inc., dated August 5, 2013 and recorded October 2, 2013 in Book 955 at page 364, Entry No. [119825](#). This affects Parcel No. 32S24E090000.
  - o. Oil and Gas Lease from Nila Schafer to Paradox Group, Inc., dated October 16, 2013 and recorded November 5, 2013 in Book 956 at page 443, Entry No. [120141](#). This affects Parcel No. 32S24E107800.
  - p. Oil and Gas Lease from Nila Schafer to Paradox Group, Inc., dated August 5, 2013 and recorded November 12, 2013 in Book 956 at page 630, Entry No. [120204](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - q. Oil and Gas Lease from Judith L. Urry to Paradox Group, Inc., dated October 5, 2013 and recorded November 19, 2013 in Book 956 at page 899, Entry No. [120274](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.
  - r. Oil and Gas Lease from Kenneth Richard Wildman to Paradox Group, Inc., dated August 5, 2013 and recorded November 25, 2013 in Book 957 at page 191, Entry No. [120356](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

Item 5.

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

No. 32S24E102400.

s. Oil and Gas Lease from Bill and Virginia Smith Living Trust, dated July 3, 2009, by James W. Smith, Jr. and Virginia F. Smith, acting as Trustees, to Paradox Group, Inc., dated August 13, 2013 and recorded December 17, 2013 in Book 957 at page 779, Entry No. [120494](#). This affects Parcel No. 32S24E090000.

t. Oil and Gas Lease from Robert L. Toles, et ux., to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 862, Entry No. [120508](#). This affects Parcel No. 32S24E090000.

u. Oil and Gas Lease from Lois Smart to Paradox Group, Inc., dated November 5, 2013 and recorded December 18, 2013 in Book 957 at page 866, Entry No. [120509](#). This affects Parcel No. 32S24E102400.

v. Oil and Gas Lease from The Lester and Geraldine Wildman Revocable Inter Vivos Trust dated February 11, 1994, by Erma M. Williams, acting as Trustee to Paradox Group, Inc., dated April 1, 2014 and recorded April 14, 2014 in Book 961 at page 850, Entry No. [121534](#). This affects Parcel No. 32S24E090000.

w. Memorandum of Option to Lease from Nila Schafer, a widow to Paradox Group Inc., dated August 15, 2017 and recorded July 18, 2018 in Book 1024 at page 746, Entry No. [154119](#). This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.

The Company makes no representation as to the present ownership of any such interests. There may be leases, assignments, grants, exceptions or reservations of interests that are not listed.

28. Right of Way and Easement Agreement between Fannie R. Todd and Ute Pipe Line Company executed April 23, 1962 and recorded April 26, 1962 in Book 342 at Page 400, Entry No. T-[7254](#). This easement was conveyed by Ute Pipeline Company to Pure Transportation Company in the Assignment of Assets dated November 10, 1964 and recorded November 30, 1964 in Book 369 at Page 315, Entry No. U-[1999](#). Unocal Pipeline Company conveyed this easement to TBI Pipeline Company in the Pipeline Conveyance, Right-of-Way, Assignment and Bill of Sale dated January 1, 1999 and recorded September 13, 1999 in Book 781 at page 423, Entry No. [059399](#). This instrument refers to a Purchase and Sale Agreement dated June 8, 1999 between Union Oil Company of California, as seller, and Tom Brown, Inc. as buyer. Nothing of record was found in our search to show the connection between Pure Transportation Company and Unocal Pipeline Company or Union Oil Company. The Certificate of the Secretary of State of the State of Delaware dated January 1, 2005 and recorded March 16, 2005 in Book 836 at Page 240, Entry No. [076603](#), states that TBI Pipeline Company, TBI West Virginia, Inc., and Tom Brown, Inc. were merged with and into Encana Oil & Gas (USA) Inc. under the name of Encana Oil & Gas (USA) Inc. This affects Parcel No. 32S24E090000.

29. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded September 26, 1974 as Entry No. 1A-[3603](#), in Book 529, Page 13, of Public Records. This affects Parcel No. 32S24E107800.

30. The effect of the 1969 Farmland Assessment Act, wherein there is a five (5) year roll-back provision with regard to assessment and taxation, which becomes effective upon a change in the use of all or part of eligible land, by reason of that certain Application For Assessment And Taxation Of Agricultural Land, recorded September 26, 1974 as Entry No. 1A-[3722](#), in Book 529, Page 198, of Public Records. This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400.

31. Memorandum of Windpark Easement Agreement between Nila Schafer and Blue Mountain Power Partners, LLC, a Delaware limited liability company dated October 23, 2012 and recorded June 25, 2013 in Book 952 at page 51, Entry No. [119032](#). NOTE: This affects Parcel No. 32S24E090000 and Parcel No. 32S24E102400. It also affects Parcel No. 32S24E100600 which appears not to belong to Nila Schafer.

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# ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

## SCHEDULE B PART II

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STEWART TITLE GUARANTY COMPANY

32. Amendment to Memorandum of Windpark Easement Agreement between Nila Schafer and Blue Mountain Power Partners, LLC, a Delaware limited liability company recorded August 5, 2013 in Book 953 at page 336-341, Entry No. [119293](#). This affects Parcel No. 32S24E090000, Parcel No. 32S24E102400 and Parcel No. 32S24E107800.

**NOTE:** Judgments have been checked against the following:

Basin Land & Livestock FLP  
Nila Schafer  
Russell Schafer  
Trent Schafer  
Acuity Solar

There were NO judgments found.

### CHAIN OF TITLE

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

NONE

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# STEWART TITLE GUARANTY COMPANY

## PRIVACY NOTICE

Item 5.

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

### **Stewart may collect the following categories of personal and financial information from you throughout your transaction:**

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

### **Stewart may collect personal information about you from:**

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Stewart may use your personal information for the following purposes:**

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### **Stewart may use or disclose the personal information we collect for one or more of the following purposes:**

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.



- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Item 5.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

### **Right to Limit Use of Your Personal Information**

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com), or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

### **How Stewart Protects Your Personal Information**

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

### **Contact Information**

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056



## Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

### **Personal and Sensitive Personal Information Stewart Collects**

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers.	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES



H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES	Item 5.
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES	
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES	
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES	

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

### **Use of Personal and Sensitive Personal Information**

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

### **Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties**

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose.



Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract. Item 5.

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A: Identifiers

Category B: California Customer Records personal information categories

Category C: Protected classification characteristics under California or federal law

Category D: Commercial Information

Category E: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

## **Your Consumer Rights and Choices Under CCPA and CPRA**

### **Your Rights Under CCPA**

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

### **Access to Specific Information and Data Portability Rights**

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

### **Deletion Request Rights**

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:



1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you. Item 5.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

### **Your Rights Under CPRA**

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

### **Opt-Out of Information Sharing and Selling**

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

### **Correction of Inaccurate Information**

You have the right to request that Stewart correct any inaccurate information maintained about.

### **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

### **Exercising Your Rights Under CCPA and CPRA**

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com); or
3. Visiting <http://stewart.com/ccpa>.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.



Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you. Item 5.

Making a verifiable consumer request does not require you to create an account with Stewart.

### **Response Timing and Format**

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

### **Non-Discrimination**

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

### **Record Retention**

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

### **Changes to This CCPRA & CPRA Notice**

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

### **Link to Privacy Notice**

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

### **Contact Information**

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

**Phone:** Toll Free at 1-866-571-9270

**Website:** <http://stewart.com/ccpa>

**Email:** [Privacyrequest@stewart.com](mailto:Privacyrequest@stewart.com)

**Postal Address:** Stewart Information Services Corporation  
Attn: Mary Thomas, Chief Compliance and Regulatory Officer  
1360 Post Oak Blvd., Ste. 100, MC #14-1  
Houston, TX 77056





## LEGISLATIVE STAFF REPORT

**MEETING DATE:** March 13, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of a Conditional Use Permit for Questar Gas Regulator Station Project, Kevin Mulvey, Questar Gas Company

**RECOMMENDATION:** Make a motion approving the Conditional Use using the findings and conditions as provided by staff (state each condition as part of the motion).

Make a motion denying the Conditional Use based on findings of fact due to the following reasons: (statements of findings for substantial evidence).

### SUMMARY

In February 2025, the county received a request for a conditional use permit from Questar Gas to develop a gas regulator station on the parcel below. The project will replace pressure controllers and odorant equipment that is currently on the site to the north owned by Enbridge Gas Utah. This site provides gas supply to Monticello City.

**Property:**

Parcels: #32S25E2500002, 1.001 acres

**Current Zoning:**

This parcel is currently zoned as Agricultural (A-1) as per 2013 Zoning Map

### ORDINANCE SECTIONS

The Agricultural Zone is designated to promote and preserve, in appropriate areas, conditions favorable to agriculture and to maintain greenbelt open spaces. Such districts are intended to include activities normally and necessarily related to the conduct of agricultural production and to provide protection from the intrusion of uses adverse to the continuance of agricultural activity.

Renewable Energy (solar) is considered a Conditional Use in the Agricultural (A-1) Zone as per the 2011 Zoning Ordinance. By definition, a CONDITIONAL USE is a land use that, because of its unique characteristics or potential impact on the county, surrounding neighbors or adjacent land uses, may not be compatible in some areas or may be compatible only if certain conditions are required that mitigate or eliminate the detrimental impacts.

In authorizing any Conditional Use, the Planning Commission shall impose such requirements and conditions as are necessary for the protection of adjacent properties and public welfare. Ther Planning



Commission shall not authorize a Conditional Use Permit unless the evidence presented is such to establish:

- (1) That such use will not, under the circumstances of the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity; and
- (2) That the proposed use will comply with the intent, spirit, regulations, and conditions specified in the Ordinance for such use and the Zoning District where the use is to be located, as well as make the use harmonious with the neighboring uses in the Zoning District; and
- (3) The Planning Commission shall itemize, describe, or justify the conditions imposed on the use.

**Possible Conditions May Include:**

- Prior to construction, the applicant shall apply for and receive a San Juan County building permit.
- The applicant shall apply for, receive, and maintain a San Juan County business license and be subject to regular inspections associated with the business license – to include a review of compliance with the CUP conditions.
- The construction and operation of the facility shall comply with the International Fire Code and the San Juan County Fire Policy – and be subject to inspection by fire authorities.
- The facility shall be operated in compliance with federal regulations.
- The facility shall ensure a secure site to keep public at safe length from operations.
- Any neighbor or adjacent property owner or person reasonably expected to be at or near the facility during construction, maintenance, or other activity which has the potential to harm an individual shall be informed of the activity and provided with safety information, as appropriate.
- The facility shall be kept clean and free from rubbish, flammable waste material or other noxious or nuisance substances.



## SAN JUAN COUNTY CONDITIONAL USE PERMIT APPLICATION

Type of Application (check all that apply):

☒ New Construction      ☐ Land Use Change  
☐ Addition      ☐ Appeal

Subject Property Location or Address: Summit Road (SR 313) & Hyde Road

Parcel Identification Number: 32S25E2500002

Parcel Area: 1.001 ac/43,600 sq.ft.      Current Use: farm land/grazing

Floor Area: approx 400 sq.ft.      Zoning Classification: Agricultural

Applicant Name: Questar Gas Company

Mailing Address: 1140 West 200 South

City, State, ZIP: Salt Lake City, UT 84104

Daytime Phone #: 801-592-5808      Fax#: N/A

Email Address: kevin@mulveylandservices.com

Business Name (If applicable): \_\_\_\_\_

Property Owner's Name (If different): \_\_\_\_\_

Property Owner's Mailing Address: same

City, State, ZIP: same

Daytime Phone #: 801-592-5808/Kevin Mulvey      Fax#: N/A

Describe your request in detail (use additional page(s) if necessary): Construct a new natural gas regulation facility which is currently housed on the Williams property to the north.  
SEE ATTACHED FOR MORE DETAILS

Authorized Signature: *KJ Mulvey*      Date: February 13, 2025



## MZ0003 Conditional Use Permit Statement

Enbridge Gas Utah is looking for conditional use permit approval to build a natural gas regulation and odorant station. Enbridge Gas Utah currently has odorant equipment in the Williams yard just to the North of the new proposed site. Our objective is to remove the odorant equipment and install new equipment in our own site. Along with the Odorant equipment, Enbridge Gas Utah will install a regulation station to regulate pressures of the natural gas. This will allow Enbridge Gas Utah to upgrade its equipment and have better control over pressures and the odorant supply in the system. This site will supply gas to Monticello City.

This site will be unmanned and not cause any disturbance to the surrounding area. Crews will perform routine maintenance a few times a year. The site will be surrounded by chain-link fence to provide security. The odorant and regulation equipment will also be housed in a steel building for enhanced security.



## Property Owner's Affidavit

I (we) Dominion Energy Utah, being first duly sworn, depose and that I (we) am (are) the current owner(s) of the property involved in this application; that I (we) have read the application and attached plans and other exhibits and are familiar with its contents; and that said contents are in all respects true and correct based upon my personal knowledge.

[Signature]

Owner's Signature

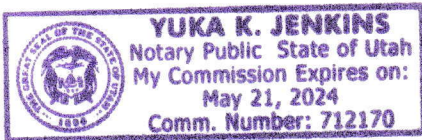
Owner's Signature (co-owner if any)

State of Utah )

County of Salt Lake )  
~~San Juan~~

Subscribed and sworn to before me this 7th day of March, 2024

[Signature]  
 Notary Public  
 Residing in Utah  
 My Commission expires: 05/21/2024





## Agent Authorization

I (we) Dominion Energy Utah, the owner(s) of the  
real property located at Summit Rd and Hyde Rd. (325 25E 2500002)

in San Juan County, Utah, do hereby appoint Kevin Mulvey,  
as my (our) agent to represent me (us) with regard to this application affecting the above  
described real property, and authorize Kevin Mulvey,  
to appear before any County board or commission considering this application.

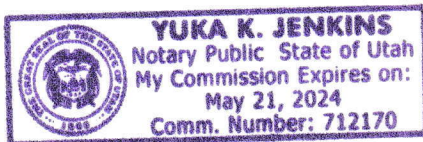
[Signature]  
Owner's Signature

\_\_\_\_\_  
Owner's Signature (co-owner if any)

State of Utah )

County of Salt Lake )  
Salt Lake

On the 7th day of March, 2024, personally appeared before me  
Alec Shook the signer(s) of the  
above Agent Authorization who duly acknowledge to me that they executed the same.



[Signature]  
Notary Public  
Residing in Utah  
My Commission expires: 05/21/2024



### WARRANTY DEED

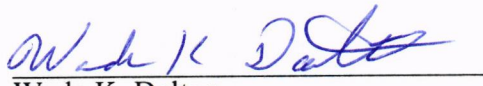
WADE K. DALTON, GRANTOR, whose address is P.O. Box 634, Monticello, Utah 84535, hereby conveys and warrants to QUESTAR GAS COMPANY, dba Dominion Energy Utah, a Utah corporation, whose address is 1140 West 200 South, Salt Lake City, Utah 84104, GRANTEE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the following described tract of land situated in San Juan County, State of Utah, to-wit:

A parcel of land, situated in the Northeast Quarter of Section 25, Township 32 South, Range 25 East, more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of West Summit Road, said point also being the Southeast Corner of a parcel described in the Warranty Deed dated February 19, 1998, Entry No. 1K004340, Book 766 at Page 46, said point also being North 1°31'27" West 4614.52 feet from the found Reference Monument for the Southeast Corner of Section 25, Township 32 South, Range 25 East, Salt Lake Base and Meridian, and running thence South 1°30'37" East 200 feet along the Westerly right-of-way line of West Summit Road; thence South 88°29'23" West 218 feet; thence North 1°30'37" West 200 feet; thence North 88°29'23" East 218 feet to and along a chain-link fence line to the point of beginning.

Parcel No. 32S25E2500002

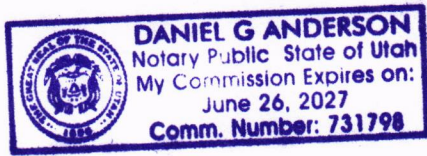
WITNESS the hand of said GRANTOR this 1<sup>st</sup> day of May, 2024.

  
Wade K. Dalton



STATE OF UTAH     )  
                                   :SS.  
 County of San Juan    )

On this 1<sup>st</sup> day of May, 2024, before me Daniel G. Anderson, a notary public,  
 personally appeared Wade K. Dalton, proved on the basis of satisfactory evidence to be the  
 person whose name is subscribed to in this Warranty Deed, and acknowledged he executed the  
 same.



Daniel G. Anderson  
 Notary Public  
 Residing at Monticello, Utah

My Commission Expires:

6/26/2027

DALTON.QUESTAR.WD



**SANDY**  
45 W 10000 S, Suite 500  
Sandy, UT 84070  
Phone: 801.255.0529

**LAYTON**  
Phone: 801.547.1100

**TOOELE**  
Phone: 435.843.3590

**CEDAR CITY**  
Phone: 435.865.1453

**RICHFIELD**  
Phone: 435.896.2983

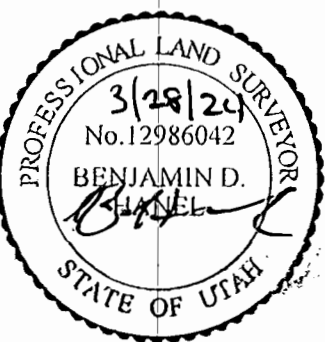
WWW.ENSIGNENG.COM

FOR:  
DOMINION ENERGY UTAH  
1140 WEST 200 SOUTH  
SALT LAKE CITY, UTAH 84104

CONTACT:  
ENOCH CLEMENCE  
PHONE: 801-324-3818

**DOMINION MONTICELLO  
PROPERTY BOUNDARY ADJUSTMENT SURVEY**

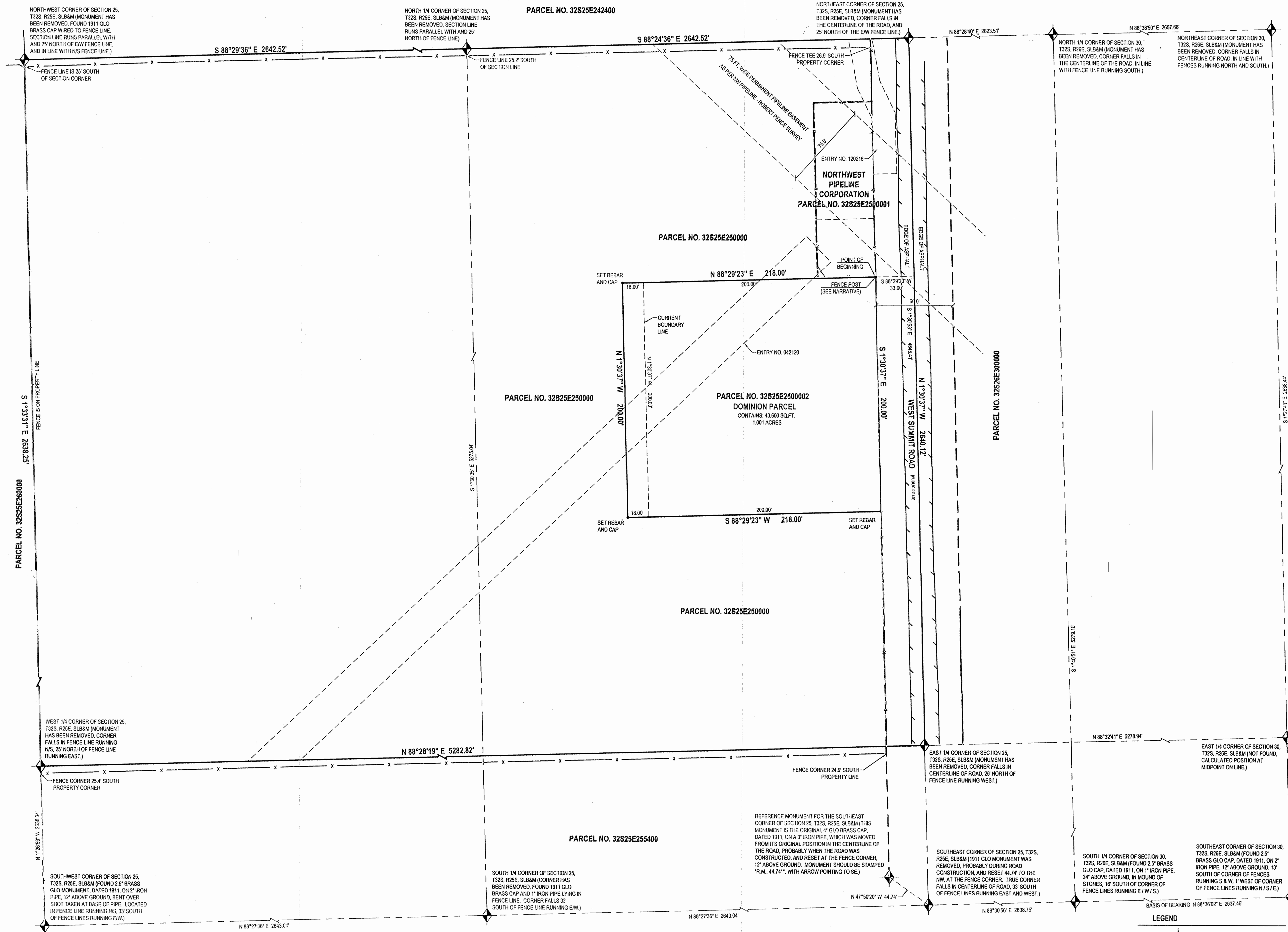
**WEST SUMMIT ROAD  
MONTICELLO, UTAH**



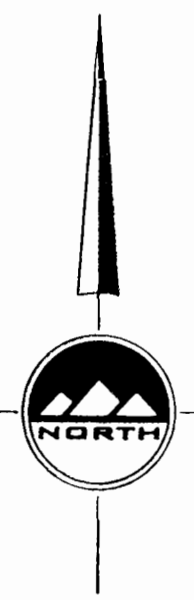
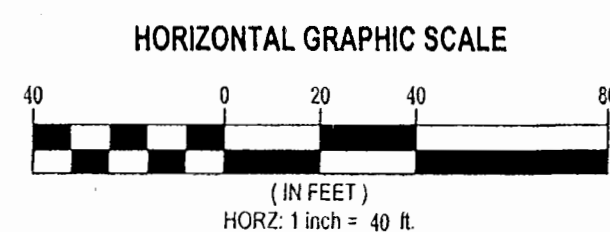
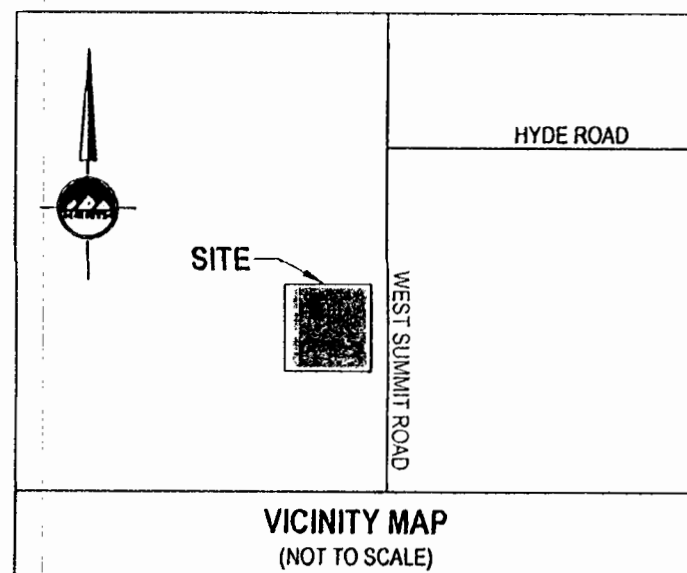
PROPERTY  
BOUNDARY  
ADJUSTMENT  
SURVEY












PROJECT NUMBER 12756	PRINT DATE 3/27/24
PROJECT MANAGER BDH	DESIGNED BDH

1-1



LOCATED IN THE NORTHEAST  
QUARTER OF SECTION 25  
TOWNSHIP 32 SOUTH, RANGE 25 EAST  
SALT LAKE BASE AND MERIDIAN  
MONTICELLO, SAN JUAN COUNTY, UTAH



- |   |                          |
|---|--------------------------|
|  | SECTION CORNER-BRASS CAP |
|  | MONUMENT                 |
|  | EXIST REBAR AND CAP      |
|  | SET ENSIGN REBAR AND CAP |
|  | SECTION LINE             |
|  | RIGHT OF WAY             |
|  | PROPERTY LINE            |
|  | ADJACENT PROPERTY LINE   |
|  | DEED LINE                |
|  | TANGENT LINE             |
|  | EASEMENT LINE            |

3/28/24  
Date

Benjamin Hanel  
License No. 12986042

RECORD OF SURVEY FILED

APR 01 2024

SAN JUAN COUNTY  
SURVEY OFFICE

1294

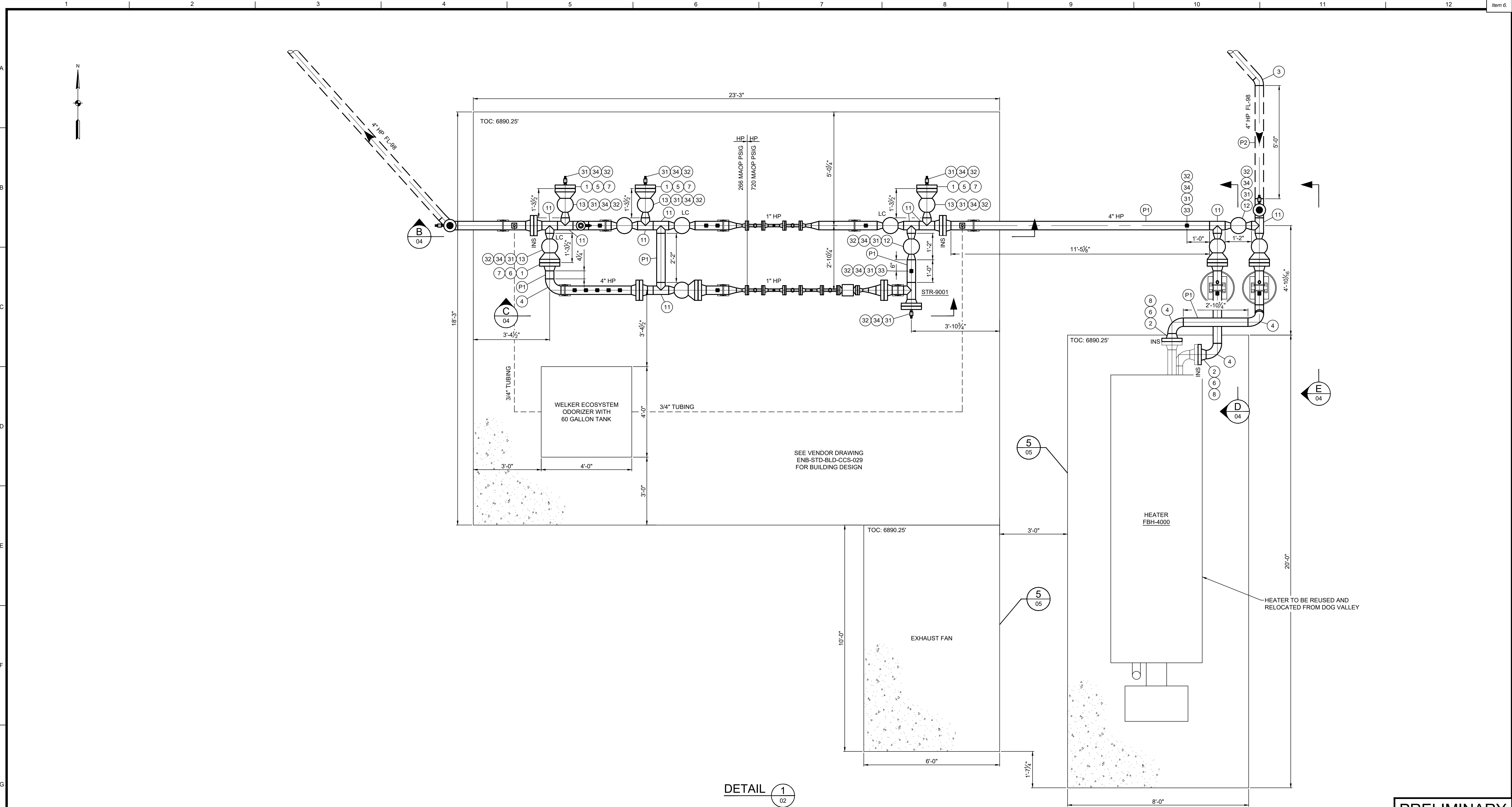













REFERENCE DRAWINGS			WORK ORDERS		REVISIONS				ENGINEERING RECORD			LINE NUMBER: FL- 98														
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DESCRIPTION	DATE	BY	CHECK	DRAWN BY: B POWELL		FACILITY: MONTICELLO GATE STATION MZ0003														
ENB-G-MNTCLO-PID-001	0	PIPING AND INSTRUMENTATION DIAGRAM	90659.22	INSTALL GATE STATION WITH REGULATION, METERING, AND ODORANT	B	ISSUE FOR OVERSIGHT REVIEW	1-29-25	BJP	DGB	CHECKED BY: D BROX		TITLE: 1"x1" REGULATOR STATION, HEATER, AND ODORANT														
ENB-STD-GEN-CCS-002	3	STANDARD DRAWING - EZ LINE PIPE SUPPORTS								PROJECT ENGR: B HASLAM		DESCRIPTION: PIPING PLAN DETAIL														
ENB-STD-GEN-CCS-010	0	STANDARD DRAWING - CHAIN-LINK FENCING								SURVEYOR: E CLEMENCE		ADDRESS: COUNTRY RD 329 (HYDE RD) & WEST SUMMIT RD														
ENB-STD-COR-COR-009	2	STANDARD DRAWING - CATHODIC PIPELINE CROSSING								ENGR MNGR: J MCGEE																
ENB-STD-COR-COR-011	4	STANDARD DRAWING - TEST STATION WITH ANODES								CONSTR MNGR: D FRANCIS																
THE INFORMATION AND CONCEPTS CONTAINED IN THIS DOCUMENT ARE CONFIDENTIAL AND THE PROPERTY OF ENBRIDGE GAS AND/OR THE CLIENT IDENTIFIED. DUPLICATION OR USE OF THIS INFORMATION AND/OR CONSTRUCTION OF SYSTEMS BASED ON THIS DOCUMENT ARE STRICTLY PROHIBITED WITHOUT WRITTEN AUTHORIZATION FROM ENBRIDGE GAS.										MEAS & CTRLS: J ANDERSON	SECTION: 25	T32S	R 25E	CITY MONTICELLO		COUNTY SAN JUAN	STATE UTAH									
											AUTOM ENGR: J DONE	ELEVATION: 6890'														
												LAT: 37.97262	LONG: -109.11810	DRAWING NUMBER ENB-G-MNTCLO-PIP-001					SHEET 3 OF 5	REVISION B						
												SCALE: 1/2" = 1'-0"														
1			2		3		4		5		6		7		8		9		10		11		12		1234	

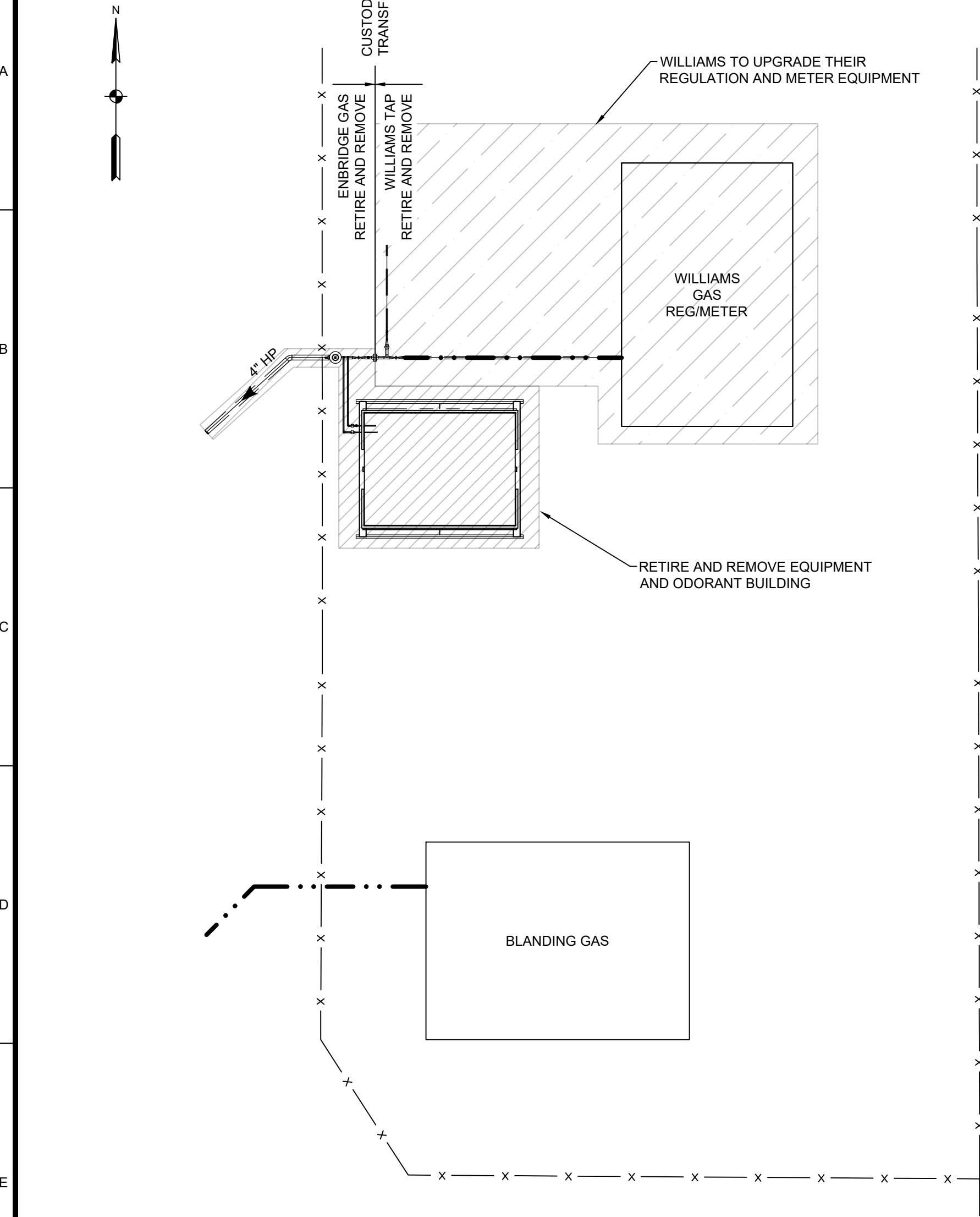




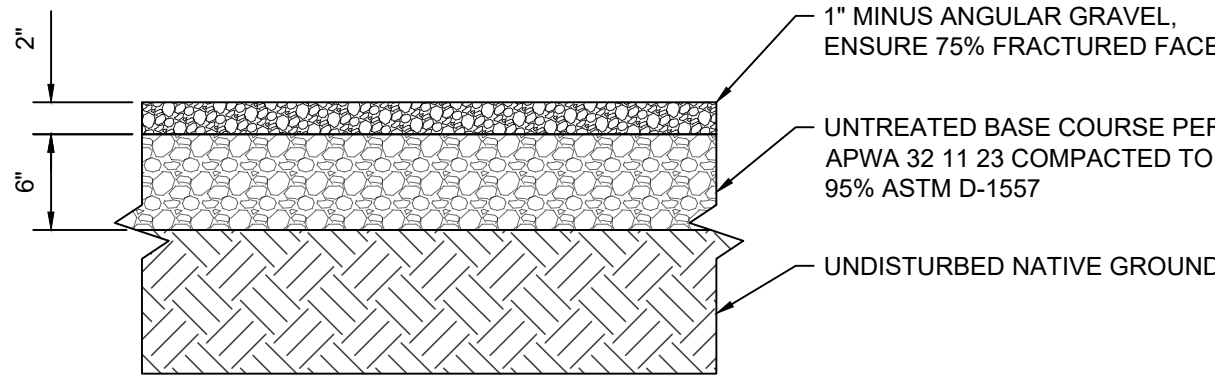
LINE NUMBER:	FL- 98
FACILITY:	MONTICELLO GATE STATION MZ0003
TITLE:	1"x1" REGULATOR STATION, HEATER, AND ODORANT SECTION VIEWS
DESCRIPTION:	
ADDRESS:	COUNTRY RD 329 (HYDE RD) & WEST SUMMIT RD

129

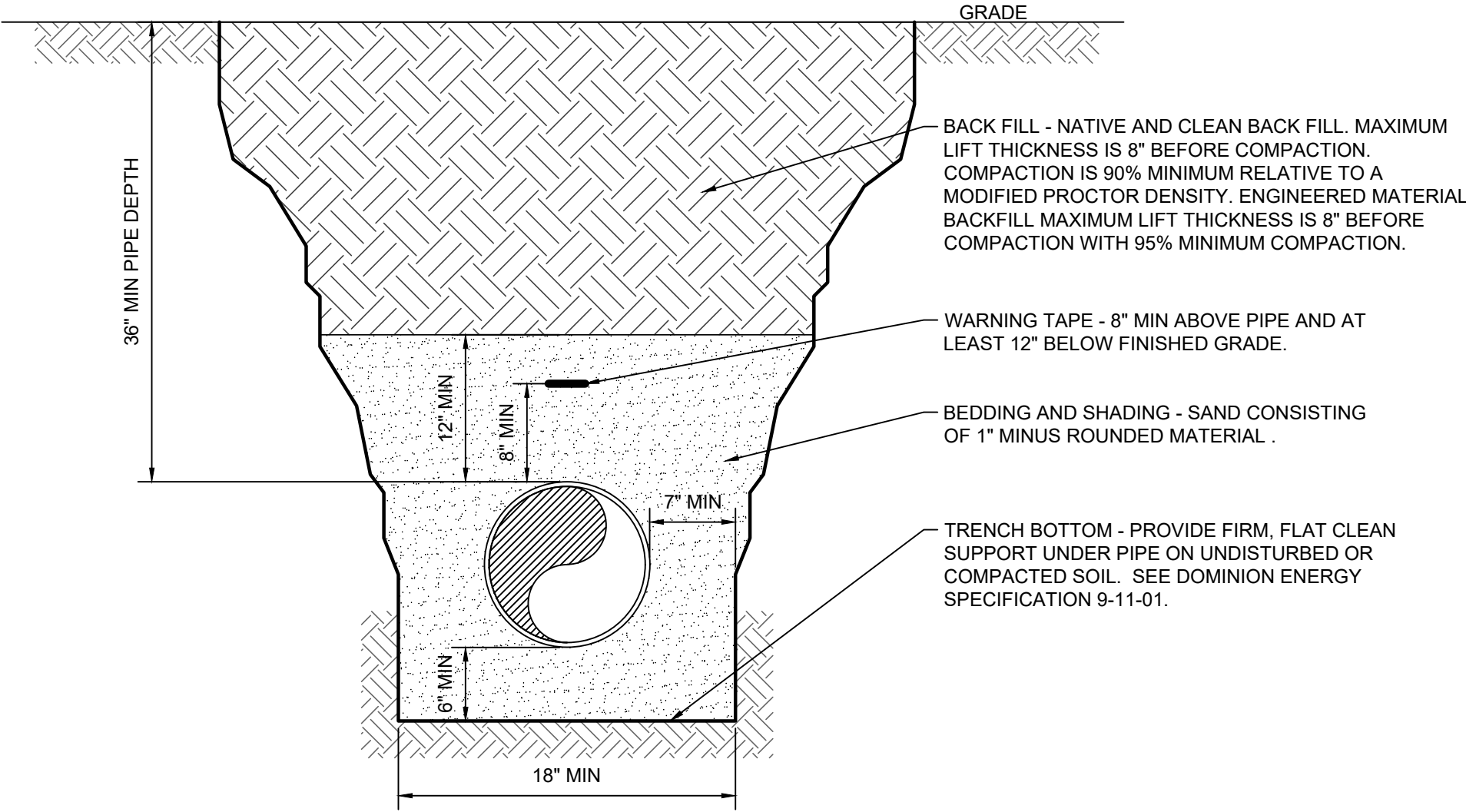




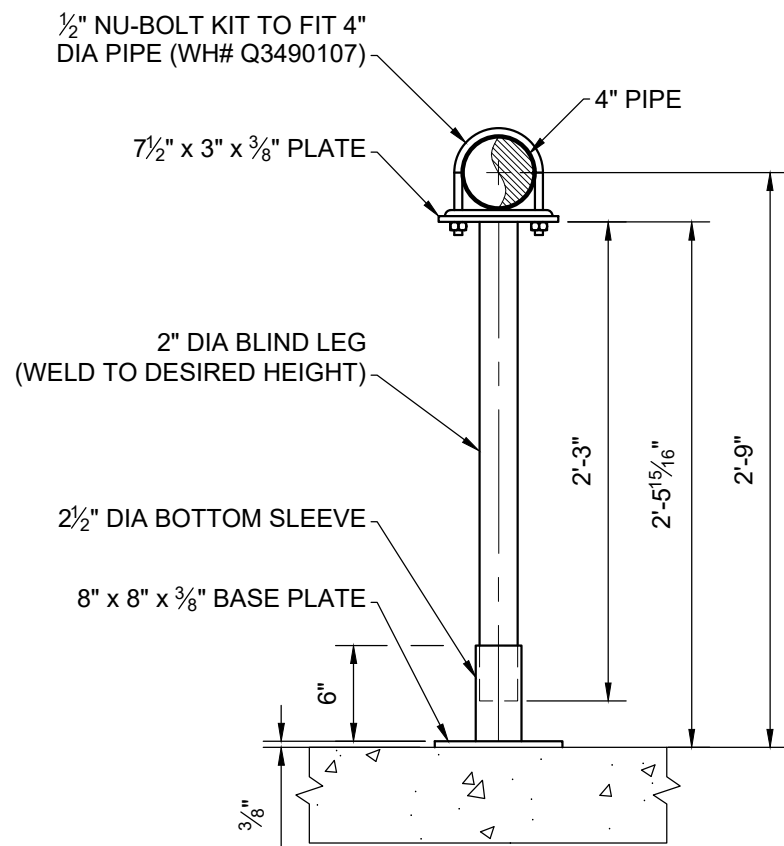
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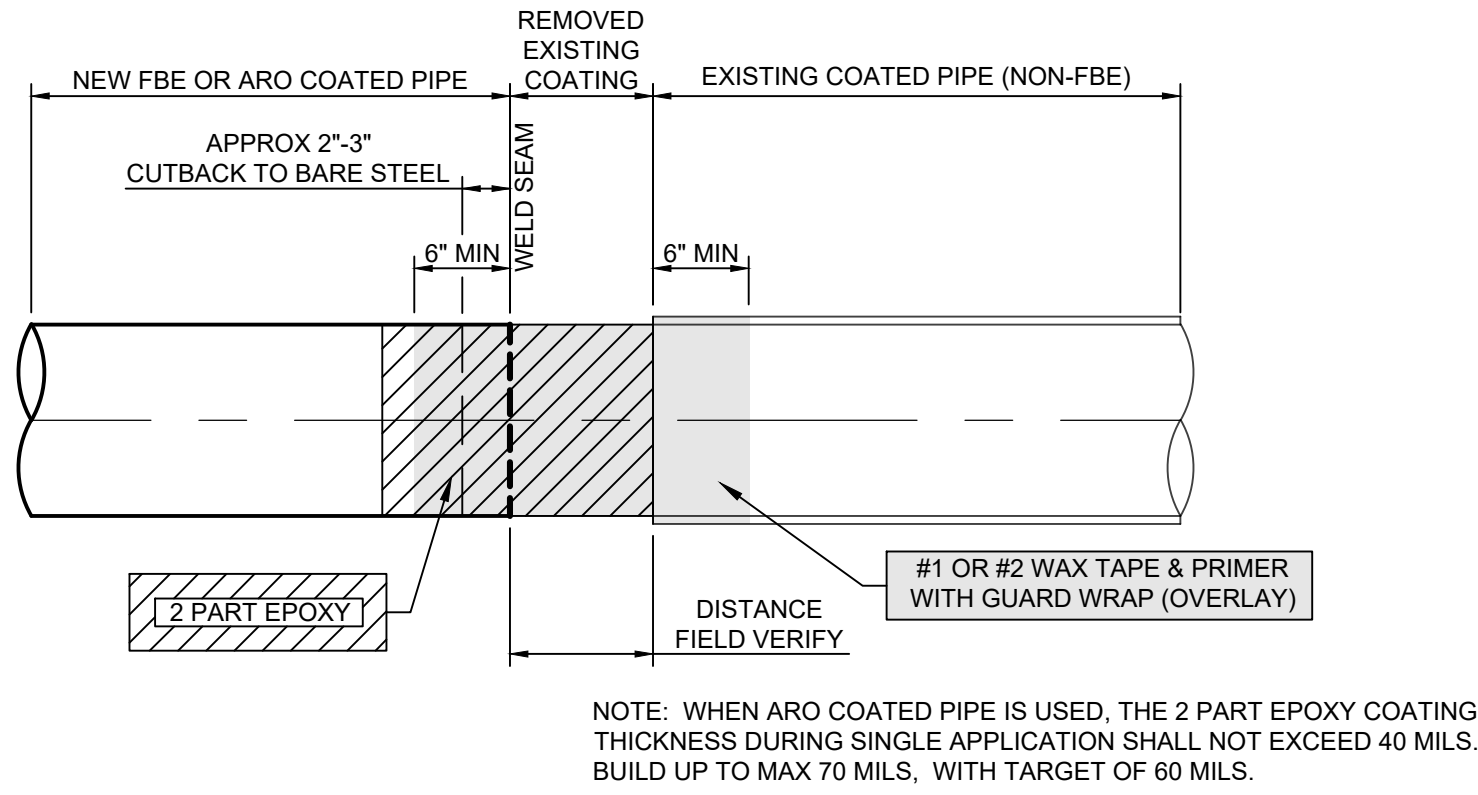
TYPICAL GRAVEL DETAIL  
SCALE: NONE



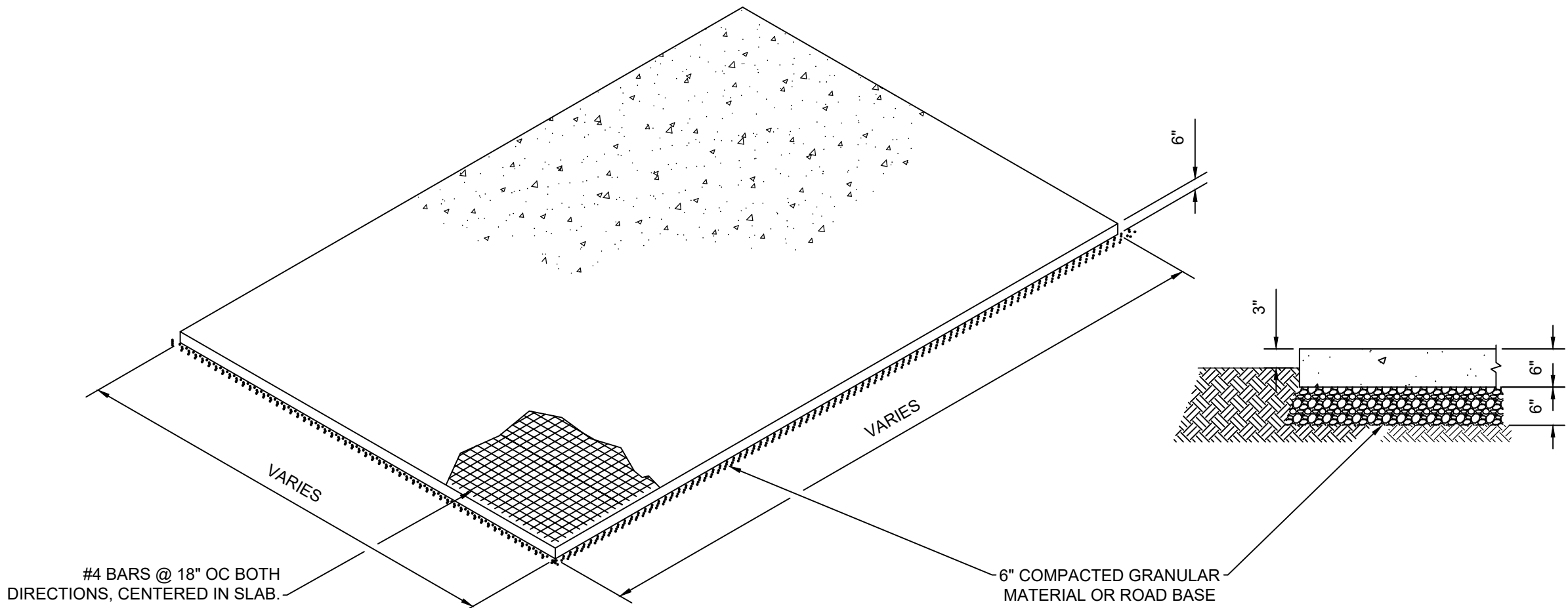
GRANULAR BACK FILL  
TYPICAL TRENCH DETAIL  
SCALE: NONE



4" PIPE SUPPORT DETAIL  
(8 REQUIRED)  
SCALE: NONE



COATING DETAIL  
FBE OR ARO TO NON-FBE PIPE  
(NOT FOR BORE APPLICATIONS)  
SCALE: NONE



TYPICAL CONCRETE PAD DETAIL  
SCALE: NONE

REFERENCE DRAWINGS											
DRAWING NUMBER	REV	DRAWING DESCRIPTION	WO NUMBER	DESCRIPTION	NO	DESCRIPTION	DATE	BY	CHECK	ENGINEERING RECORD	
ENB-G-MNTCLO-PI-001	0	PIPING AND INSTRUMENTATION DIAGRAM	90659.22	INSTALL GATE STATION WITH REGULATION, METERING, AND ODORANT	B	ISSUE FOR OVERSIGHT REVIEW	1-29-25	BJP	DGB	DRAWN BY: B POWELL	
ENB-STD-GEN-CCS-002	3	STANDARD DRAWING - EZ LINE PIPE SUPPORTS								CHECKED BY: D BROX	
ENB-STD-GEN-CCS-010	0	STANDARD DRAWING - CHAIN-LINK FENCING								PROJECT ENGR: B HASLAM	
ENB-STD-COR-COR-009	2	STANDARD DRAWING - CATHODIC PIPELINE CROSSING								SURVEYOR: E CLEMENCE	
ENB-STD-COR-COR-011	4	STANDARD DRAWING - TEST STATION WITH ANODES								ENGR MNGR: J MCGEE	
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										MEAS & CTRLS: J ANDERSON	
										AUTOM ENGR: J DONE	
										SECTION: 25 T32S R25E	
										ELEVATION: 6890'	
										LAT: 37.97262 LONG: -109.11810	
										SCALE: AS SHOWN	
										CITY: MONTICELLO COUNTY: SAN JUAN STATE: UTAH	
										DRAWING NUMBER: ENB-G-MNTCLO-PIP-001	
										SHEET: 5 OF 5 REVISION: B	

PRELIMINARY  
FOR OVERSIGHT REVIEW



LINE NUMBER: FL- 98  
FACILITY: MONTICELLO GATE STATION MZ0003  
TITLE: 1"x1" REGULATOR STATION, HEATER, AND ODORANT  
DESCRIPTION: RETIREMENT PLAN AND DETAILS  
ADDRESS: COUNTRY RD 329 (HYDE RD) & WEST SUMMIT RD

ENB-G-MNTCLO-PIP-001.dwg - 01/21/2025 - 11:12am

ENBRIDGE GAS AND L



## GENERAL STRUCTURAL NOTES

## 1. 2021 International Building Code Design Criteria (ASCE 7-16)

- A. Total Roof Dead Load ..... 5 psf  
 Roof Dead Load ..... 4 psf  
 Roof Collateral Load ..... 1 psf  
 Roof Solar Panel Dead Load ..... 0 psf  
 B. Floor Dead Load ..... N.A. psf  
 C. Roof Live Load ..... 20 psf  
 D. Floor Live Load ..... N.A. psf  
 E. Roof Snow Load Data  
 Ground Snow Load  $P_g$  ..... 21.2 psf  
 Flat-roof Snow Load  $P_f$  ..... 21.2 psf  
 Slope Factor  $C_s$  ..... 1.0  
 Exposure Factor  $C_e$  ..... 1.0  
 Importance Factor  $I_s$  ..... 1.2  
 Thermal Factor  $C_t$  ..... 1.2  
 F. Rainfall Intensity ..... 1.5 Inches Per Hour  
 G. Wind Design Data  
 Ultimate Design Wind Speed  $V_{ult}$  ..... 114 mph  
 Nominal Design Wind Speed  $V_{nom}$  ..... 88 mph  
 Risk Category ..... IV  
 Exposure ..... C  
 H. Earthquake Design Data  
 Risk Category ..... IV  
 Importance Factor  $I_e$  ..... 1.5  
 Mapped Spectral Parameters  
 $S_s$  ..... 1.535g  
 $S_1$  ..... 0.543g  
 Site Class ..... D (Default)  
 Design Spectral Parameters  
 $S_{DS}$  ..... 1.228g  
 $S_{1S}$  ..... 0.363g  
 Seismic Design Category ..... D  
 Seismic Force Resisting System ..... Steel ordinary moment frames  
 Seismic Response Coefficient  $C_s$  ..... 0.527  
 Response Modification Factor  $R$  ..... 3.5  
 Analysis Procedure ..... Equivalent Lateral Force Procedure  
 J. Frost Depth ..... 2'-6"

## 2. Structural Steel

- A. Material:  
 i. Angles, Plates, and Channels: ASTM A36 ( $F_y = 36$  k.s.i.)  
 ii. Wide Flanges: ASTM A992 ( $F_y = 50$  k.s.i.)  
 iii. Tubes (HSS): ASTM A500, Grade B ( $F_y = 46$  k.s.i.)  
 iv. Pipes: ASTM A53, Grade B ( $F_y = 35$  k.s.i.)  
 B. Fabrication and construction shall comply with the latest edition of the following Codes and Standards:  
 i. American Institute of Steel Construction (AISC) "Specification for Structural Steel Buildings," (360-16)  
 ii. AISC "Seismic Provisions for Structural Steel Buildings," including supplement No. 1 (341-16)  
 iii. AISC "Code of Standard Practice."  
 iv. RCSC "Specification for Structural Joints Using ASTM A325 or A490 Bolts."  
 v. Steel Joist Institute (SJI), "Standard Specifications and Code of Standard Practice."  
 vi. American Welding Society (AWS), Structural Welding Code (specific items do not apply when they conflict with the AISC requirements).  
 vii. American Iron and Steel Institute (AISI), "Specification for the Design of Cold-Formed Steel Structural Members."  
 C. Welding:  
 i. Certification of Welders: All shop and field welding shall be executed by AWS certified welders. Certification shall be considered current if dated within the past 12 months. Welders will be considered certified if they have been certified by AWS and their work records are current within every six month period thereafter as required by AWS. Certification and records must comply with AWS Standards. Certification and appropriate records must be provided to the inspector prior to beginning work.  
 ii. Electrodes: E-70XX or as noted otherwise. E-60XX may be used for welding steel floor and roof decks.  
 iii. Minimum Welds: All intersecting steel shapes which are not bolted shall be connected by a fillet weld all around, unless noted otherwise.  
 iv. Welded reinforcing bars shall be ASTM A706 Grade 60.  
 D. Bolted Connections:  
 i. Use ASTM A325N bolts for hot-rolled steel to steel (e.g. girder to column, rafter to column/cap plate, beam to beam, etc.) connections unless noted otherwise in the drawings. All connections shall conform to the RCSC "Specification for Structural Joints Using ASTM A325 or A490 Bolts".  
 ii. A325 bolts shall be pretensioned using an acceptable method such as "Turn of the Nut" as per the RCSC Specification Section 8.2 at all 8-bolt wide flange to wide flange ridge and haunch connections only.  
 iii. All other A325 bolts shall be fully tightened to the "Snug Tight" condition

- in accordance with the RCSC Specification Section 8.1.  
 E. Provide full height web stiffener plates to each side of all beams bearing on top of columns. Plate thickness shall match the thickness of the beam web except that the thickness need not exceed 1/4" unless noted otherwise on drawings.  
 F. All structural steel, except plates embedded in concrete or masonry, to have one coat (min.) of gray shop primer, 1.5 mil minimum thickness.  
 G. Cold Formed Girts & Purlins:  
 i. All cold formed cees, zeos, and eave struts shall be MBI standard or equal.  
 ii. All girt and purlin connection bolts shall be GR-5 or equal.  
 iii. Use 26 gage roof and wall panels with trims as required.  
 J. Flange bracs as shown by marks UB and FB to be 2"x2"x3/16" angle.  
 K. Steel Stairs, Handrails, and Guardrails  
 i. Design of steel stairs, handrails, and guardrails is not by Mountain View Engineering.  
 ii. All stairs, handrails, and guardrails shall comply with the requirements of the 2015 IBC unless noted otherwise in the project specifications.  
 iii. The fabricator shall be responsible for the design and certification of all steel stairs, handrails, and guardrails, including member sizes and connection details.  
 iv. See the architectural plans for all stair information including, but not limited to, stair layout, dimensions, and style.

## 3. Miscellaneous

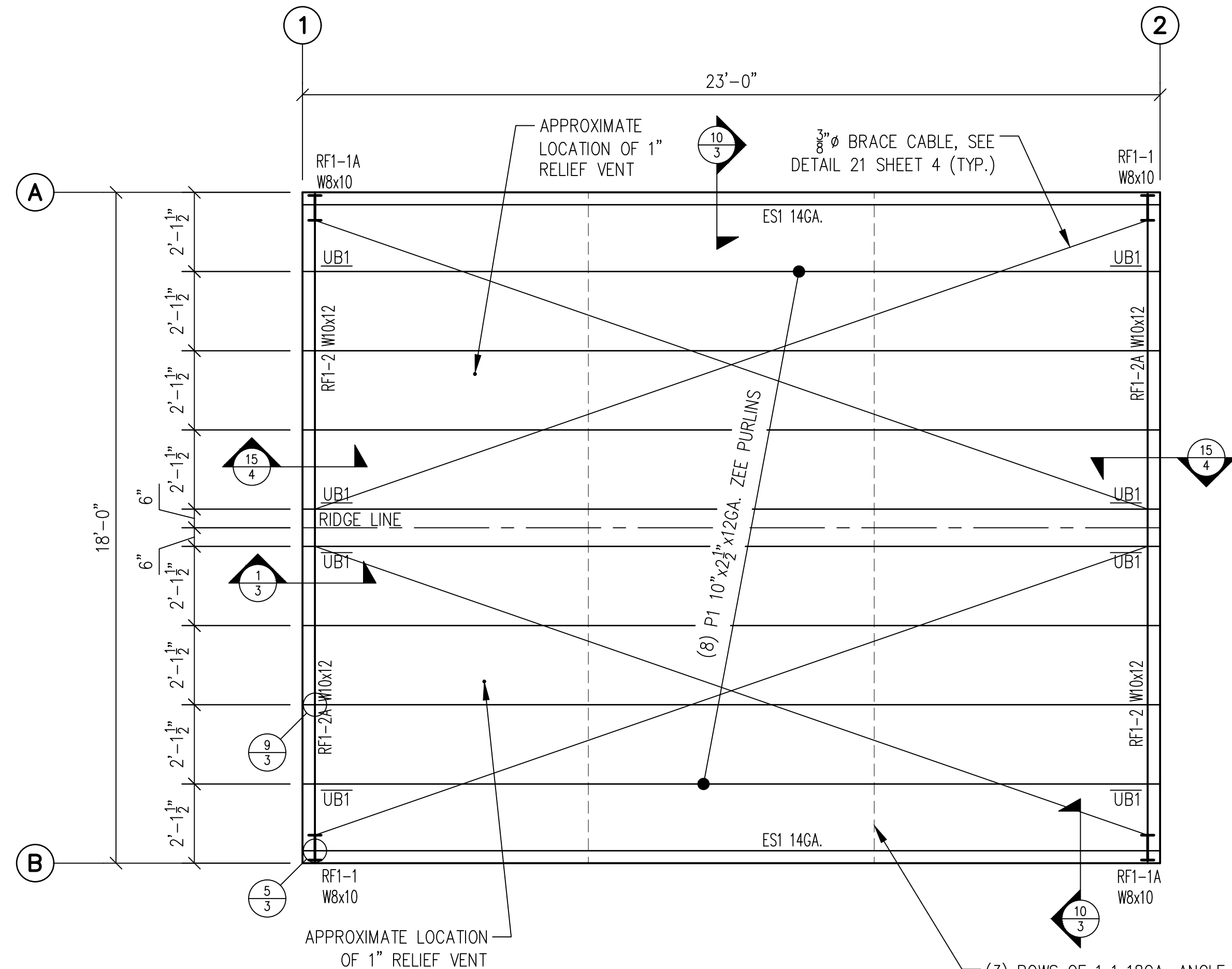
- A. The project specifications are not superseded by the General Structural Notes. Notes and details on the drawings shall take precedence over General Structural Notes and typical details. Should any of the detailed instructions shown on the plans conflict with the General Structural Notes, or with each other, the strictest provisions shall govern.  
 B. It is solely the responsibility of each contractor to follow all applicable safety codes and regulations during all phases of construction. The engineer is not engaged in, and does not supervise, construction.  
 C. Erection, Shoring, and Bracing  
 i. It is the contractor's responsibility to determine erection procedures and sequence, and to ensure the stability of the building and its component parts during erection.  
 ii. It is solely the contractor's responsibility to provide any temporary shoring, bracing, guys, and tie downs that may be necessary to provide adequate vertical and lateral support. Such material is not shown on the drawings. Shoring and bracing shall remain in place until all permanent members are in place and all final connections are completed, including all roof and floor attachments.  
 iii. The building shall not be considered stable until all connections are complete.  
 iv. The engineer has no expertise in, and takes no responsibility for, construction means and methods or job site safety during construction. Approval of submittals made by the contractor which may contain information related to construction methods or safety issues, or participation in meetings where such issues might be discussed, shall not be construed as voluntary assumption by the engineer of any responsibility for safety procedures.  
 D. Equipment framing loads, openings, and structure in any way related to mechanical, plumbing, or electrical requirements are shown for bidding purposes only. The contractor shall coordinate this information with the involved trades before proceeding with such portion of the work. Excess cost related to variation in these requirements shall be borne by the appropriate contractor.  
 E. The contractor shall notify engineer of any variations in dimensions.  
 F. The engineer is not responsible for any deviations from these plans unless such changes are authorized in writing by the engineer.

## 4. Special Inspections

- A. Special Inspections, as required by Section 1705 of the IBC, shall be provided by an independent agency employed by the owner unless waived by the building official. The contractor shall coordinate and cooperate with the required inspections. Items requiring special inspection are:  
 i. Steel Construction (ASCE 360-16 Chapter N)  
 a. Field welding (if any is used).  
 b. High-strength bolts (if any are used).  
 ii. Concrete Construction (IBC 1705.3)  
 a. Special inspections of concrete footings, grade beams, walls, and slabs are not required as per Exceptions 1, 2.3, 3, 4, & 5 to IBC Section 1705.3. Third party special inspection of reinforcing placement need only be performed where specifically required by the building official.  
 b. Special inspection of anchor rods/bolts is required per IBC Table 1705.3. Special inspection may be waived subject to the approval of the building official.  
 c. Special inspection of rebar welding is required (if any is used).  
 B. Special inspector must be qualified and approved by local building department.

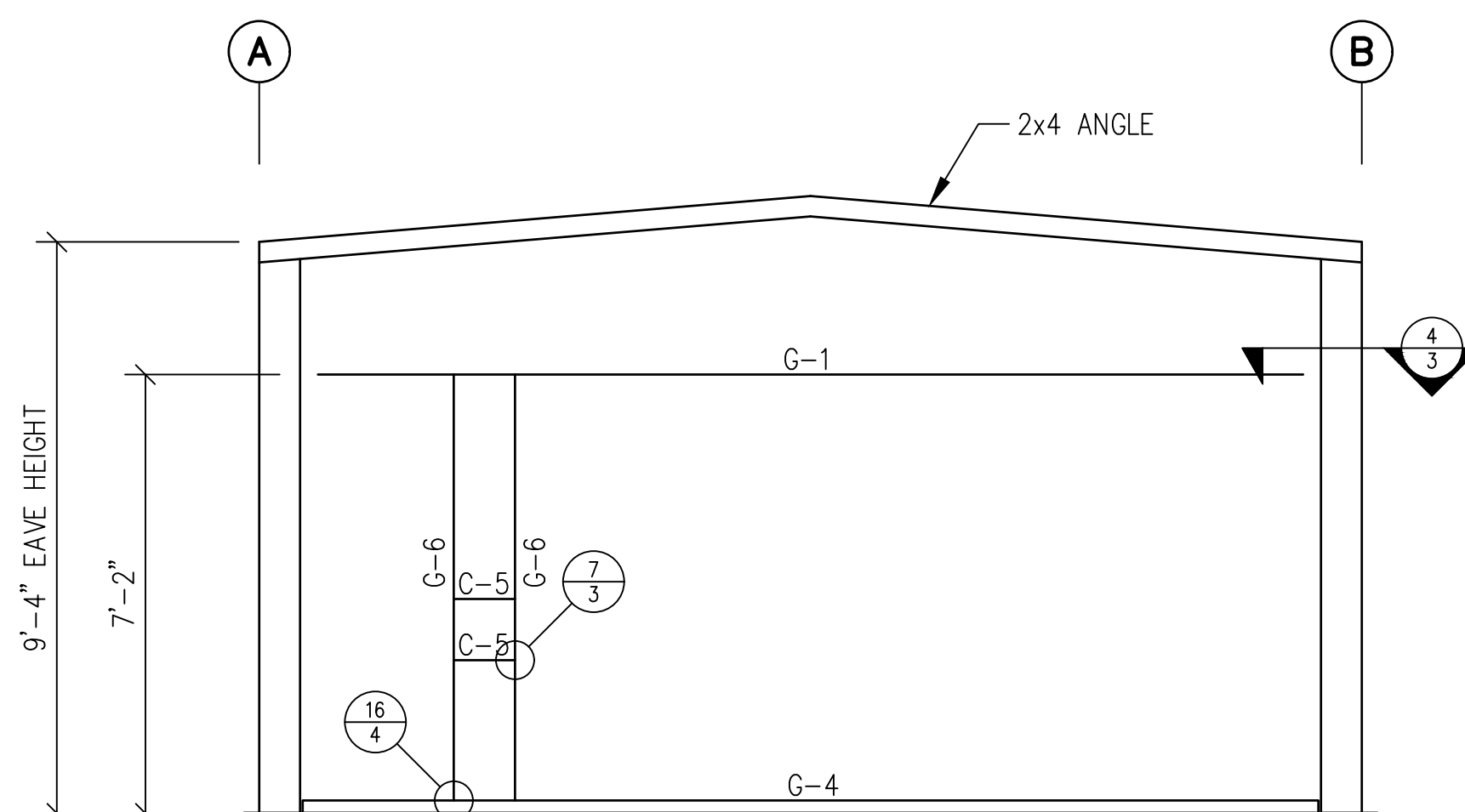
NOTE: ALL GIRTS TO BE 8" 16 GAGE ZEES OR CEES UNLESS OTHERWISE NOTED.

PAINT COLOR FOR ROOF, WALLS AND TRIMS WILL BE MBCI SADDLE TAN.

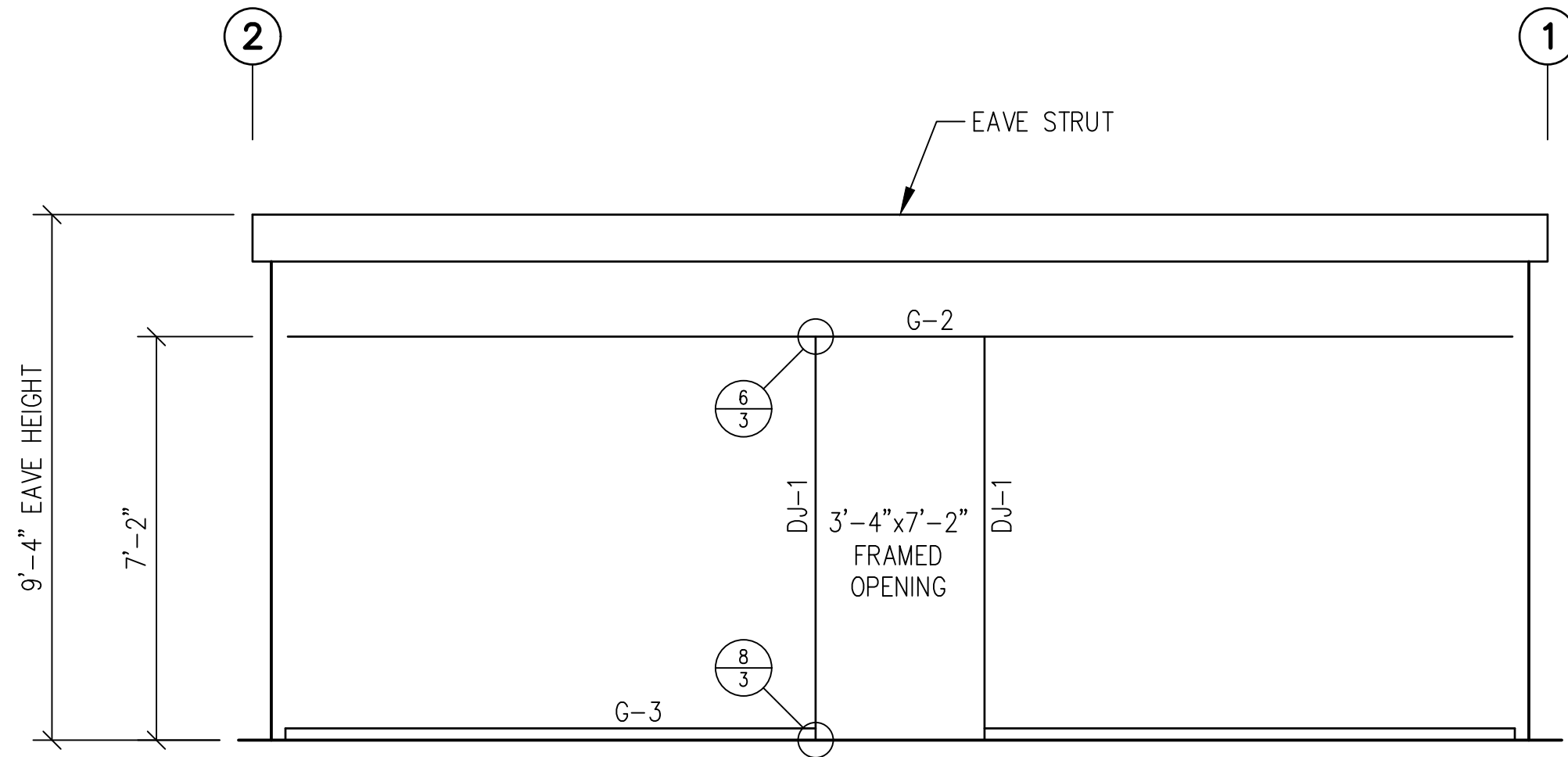


ROOF FRAMING PLAN  
SCALE: 3/8"=1'-0"

(3) ROWS OF 1x1x18GA. ANGLE CONTINUOUS FROM RIDGE TO EAVE EQUALLY SPACED, SEE DETAIL 20

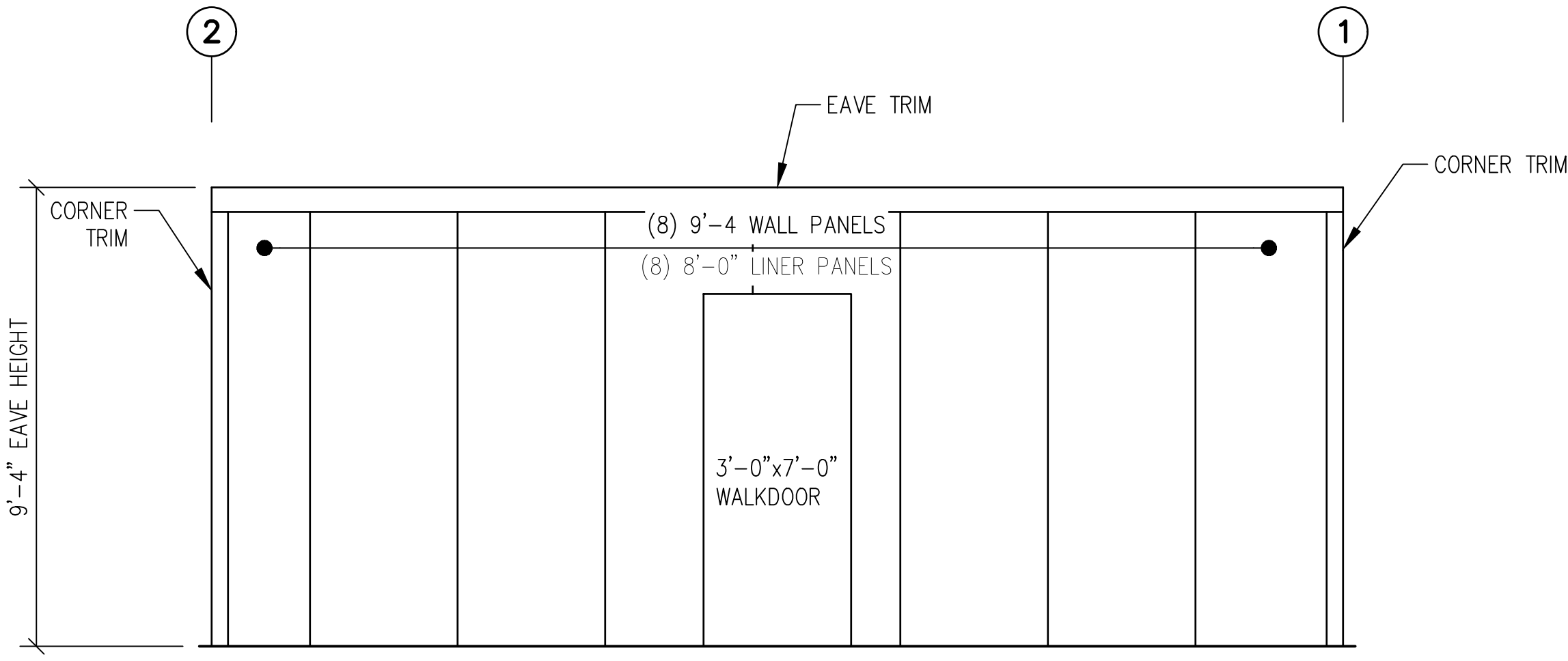






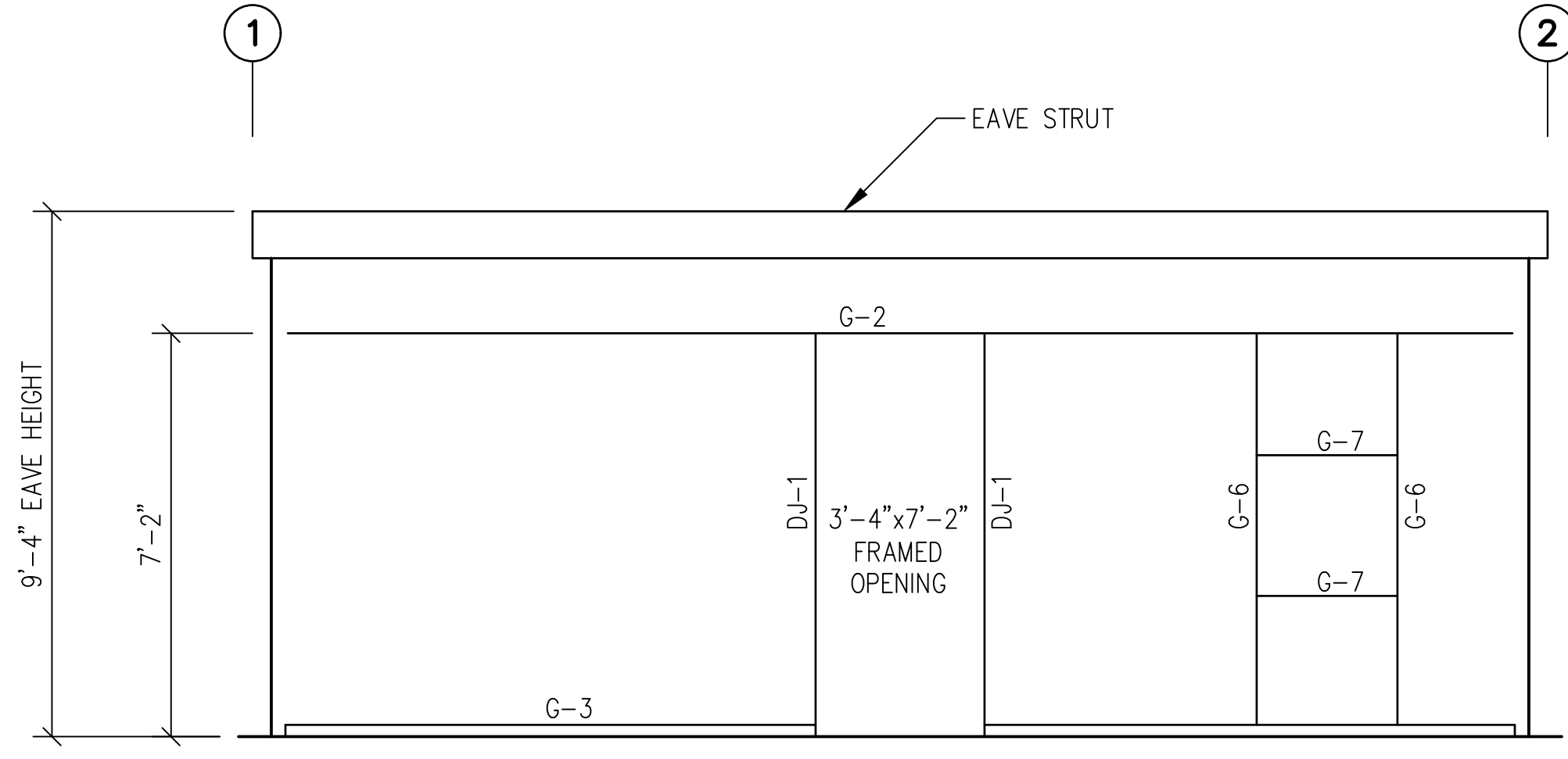
FRAMING AT LINE A  
SCALE: 3/8"=1'-0"

NOTE: ALL GIRTS TO BE 8" 16 GAGE ZEES  
OR CEEs UNLESS OTHERWISE NOTED.

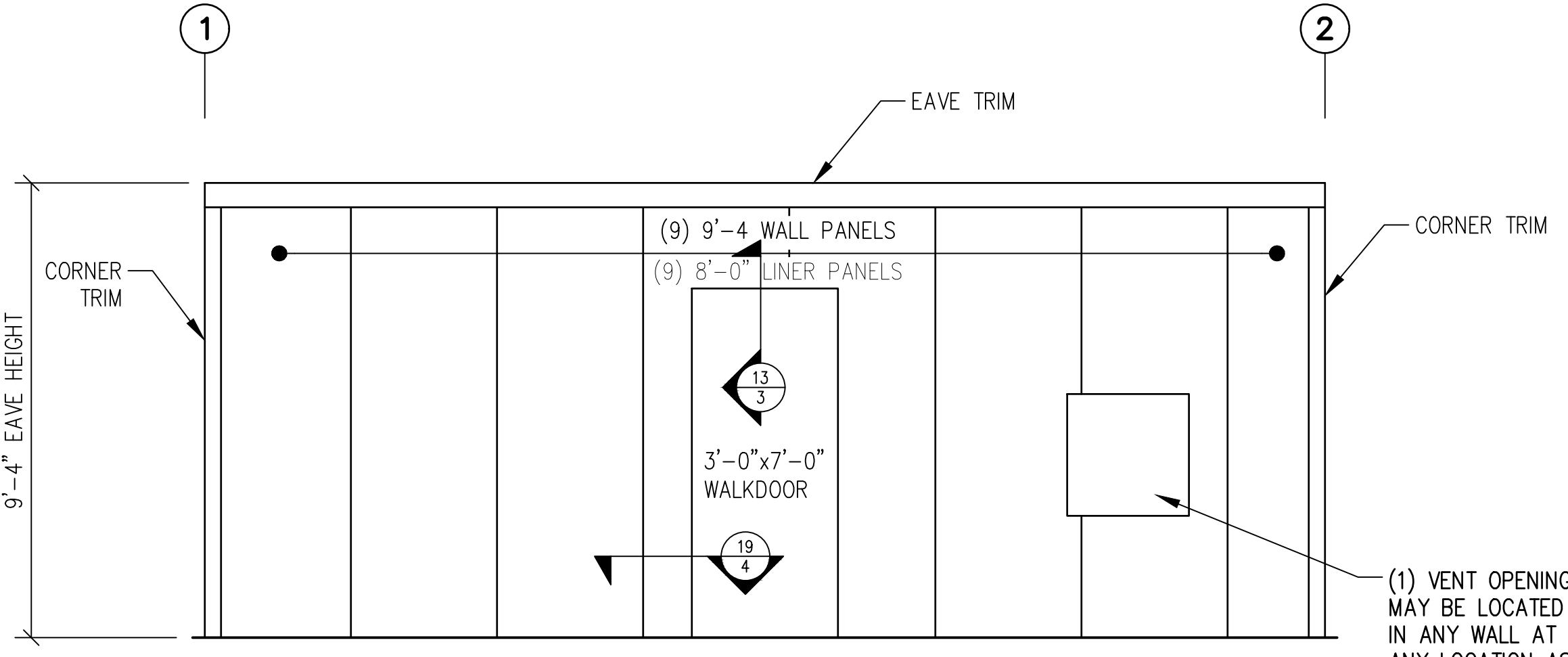


SHEETING AT LINE A  
SCALE: 3/8"=1'-0"

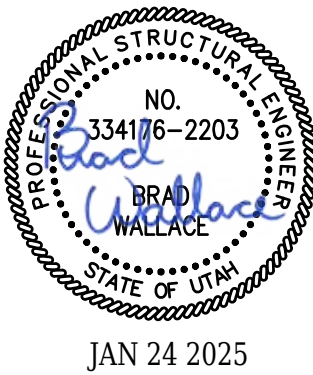
PAINT COLOR FOR ROOF, WALLS AND  
TRIMS WILL BE MBCI SADDLE TAN.



FRAMING AT LINE B  
SCALE: 3/8"=1'-0"



SHEETING AT LINE B  
SCALE: 3/8"=1'-0"



**Construction**

3064 South Hunter Canyon DR  
West Valley City, UT 84128  
801-567-9661

Design by:

**MOUNTAIN VIEW  
ENGINEERING, INC.**

345 No. Main St., Suite A  
Brigham City, Utah 84302  
Phone (435) 734-9700  
Fax (435) 734-9519

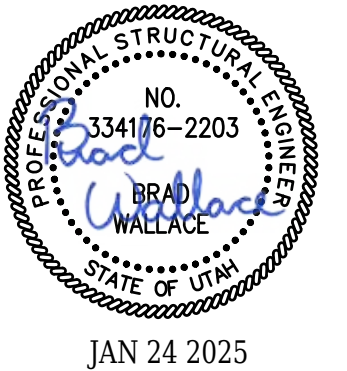
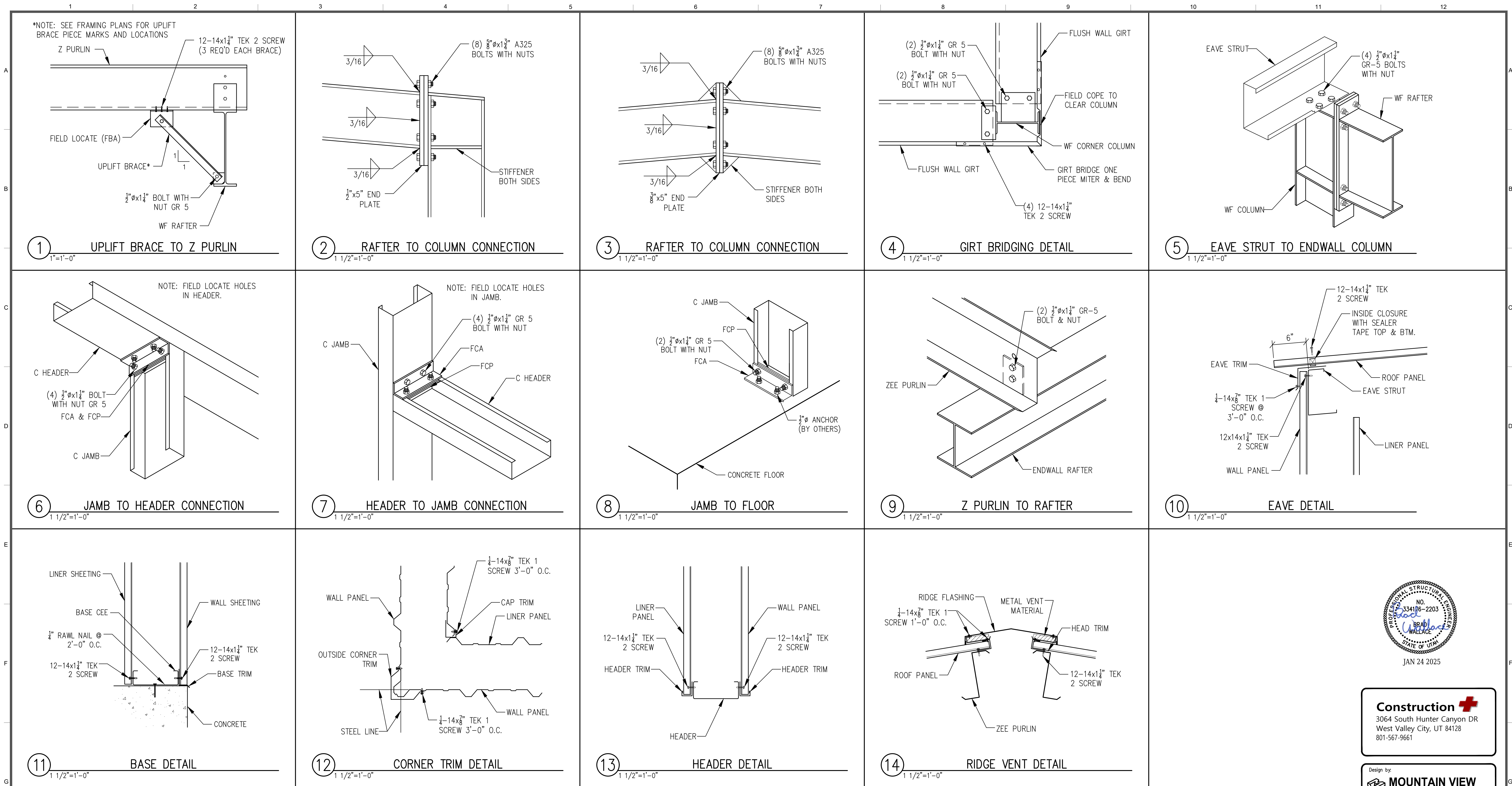
MVE JOB NUMBER:  
**25-0007**


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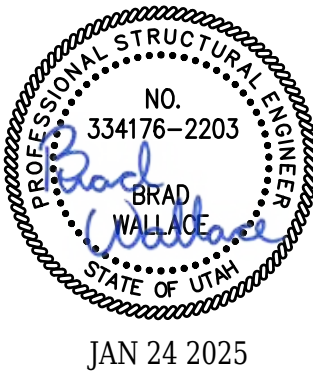
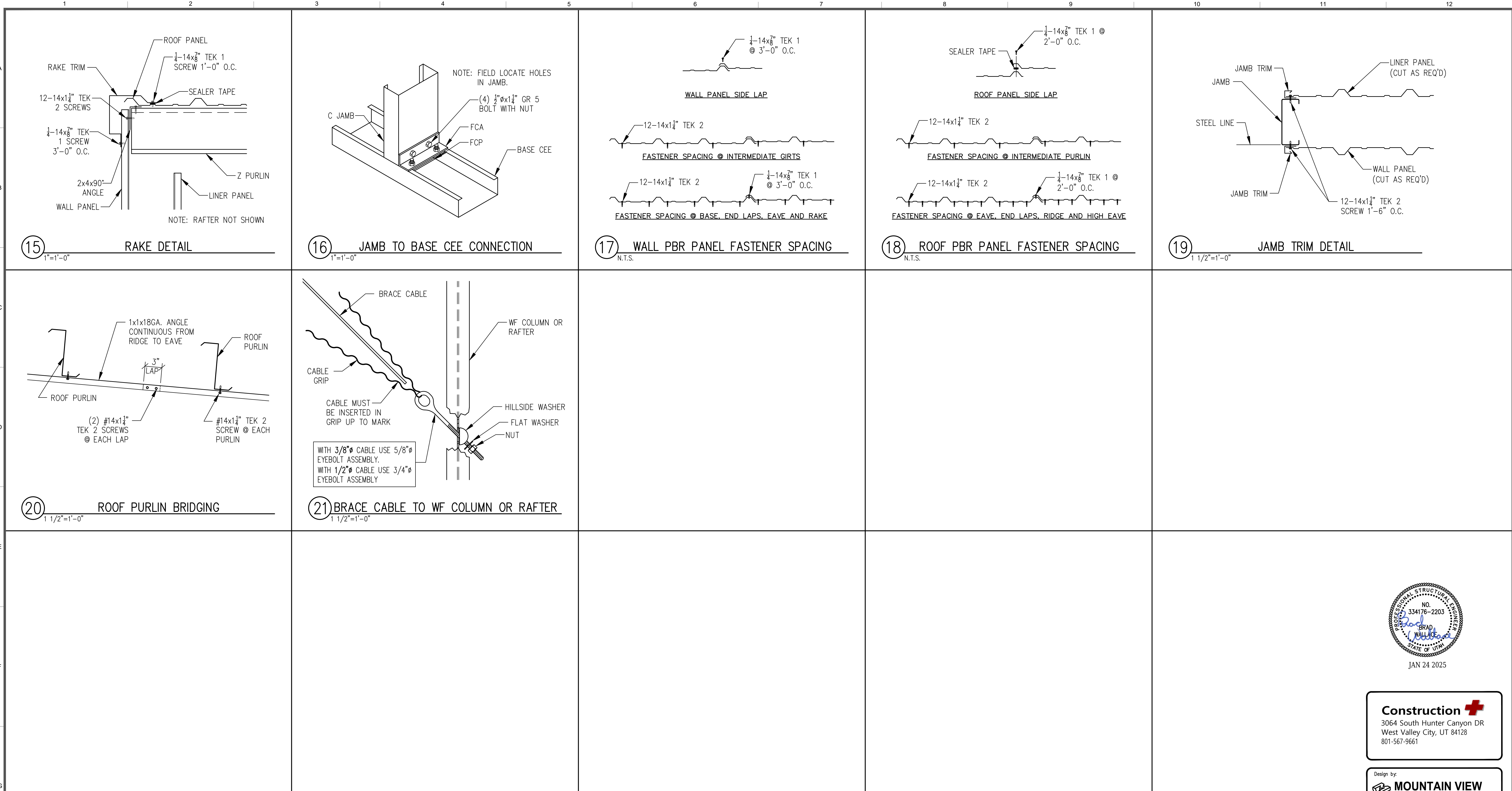


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										PROJECT ENGR: B. WALLACE	DESCRIPTION:									
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## FOUNDATION NOTES

## 1. Earthwork

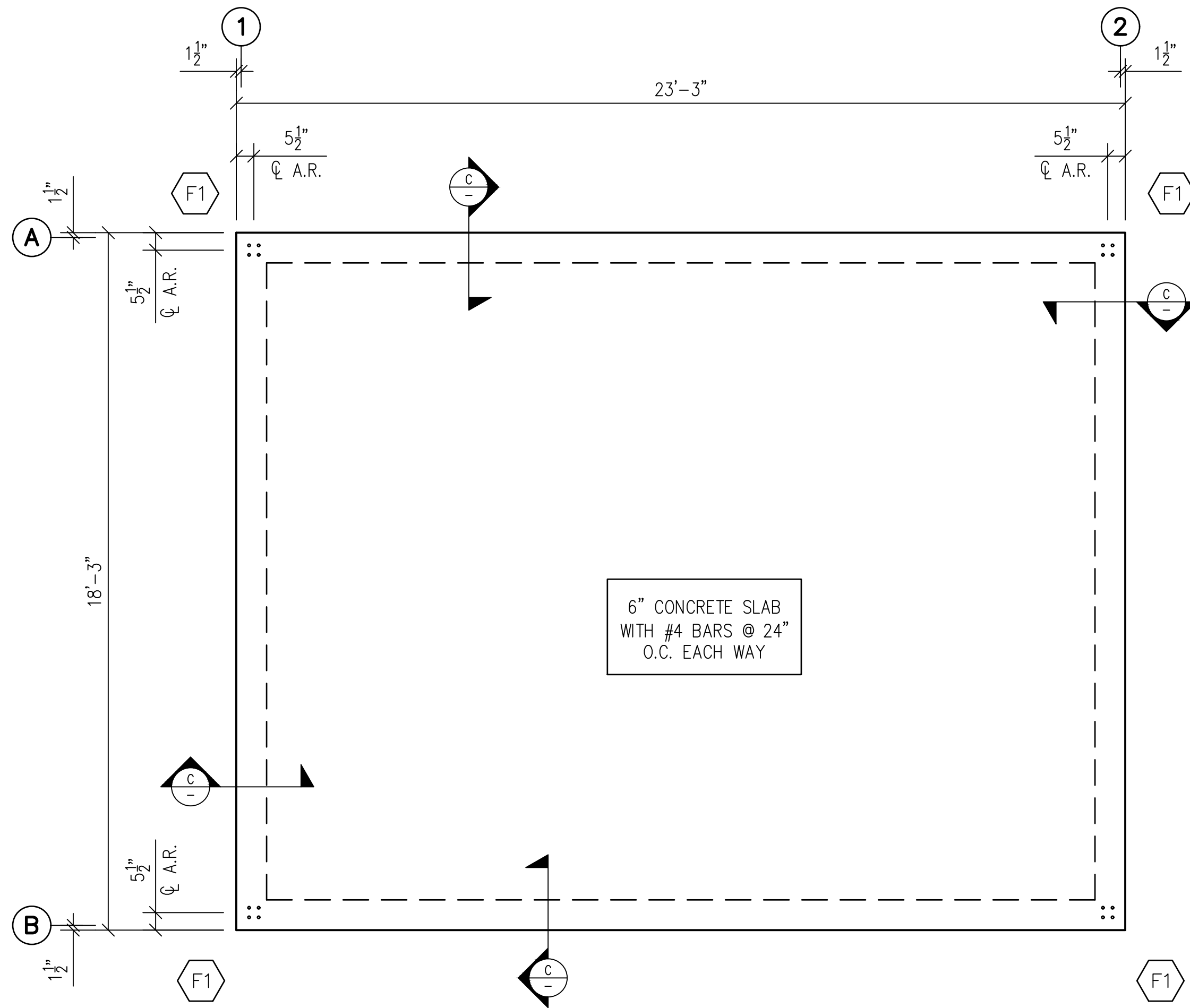
- A. Foundation Design Values (assumed)
- Allowable Soil Bearing Pressure – 1500 psf
  - Coefficient of Friction – 0.25
  - Passive Earth Pressure – 150 psf/ft of depth
- B. The building pad area shall be stripped of all frozen soil, debris, vegetation, and topsoil. All fill soils and any remaining loose natural soils shall be excavated to expose suitable natural soils.
- C. Proof roll the entire building pad area to locate and remove all soft spots. Replace with compacted structural fill.
- D. Place all footings and slabs on undisturbed natural soil or on properly compacted structural fill. Contractor shall verify that soil under footings is suitable to support footings.
- E. Structural Fill: Structural fill should consist of well-graded sandy gravels with a maximum particle size of 3 inches and 5 to 15 percent fines (materials passing the No. 200 sieve). The liquid limit of fines should not exceed 35 and the plasticity index should be below 15. All fill soils should be free from topsoils, highly organic material, frozen soil, and other deleterious materials. Structural fill should be placed in maximum 8-inch thick loose lifts at a moisture content within 2 percent of optimum and compacted to at least 95 percent of modified proctor density (ASTM D1557) under the building and 95 percent under concrete flatwork.
- F. It is the responsibility of the contractor to ensure that the depth of the bottom of the foundation is far enough below the adjacent grade to ensure adequate frost protection.

## 2. Concrete and Reinforcement

- A. Material Standards
- Concrete
    - Footings and foundation walls –  $f'_c = 3000$  p.s.i.
    - Slabs on grade –  $f'_c = 3500$  p.s.i.

\* Concrete has been designed using  $f'_c = 2500$  p.s.i. Special Inspection not required unless noted otherwise, see Special Inspection Notes.

  - Normal weight aggregates – ASTM C33
  - Cement
    - Use Type I/II cement as per ASTM C150
    - Air-entraining admixtures (where required) – ASTM C260
    - Calcium chloride shall not be used.
  - Reinforcing
    - Rebar – ASTM A615 Grade 60 ( $F_y = 60$  ksi)
    - Welded wire – ASTM A1064
    - Epoxy – Simpson SET-XP (ICC-ES ESR-2508) or Hilti HIT-RE 500-SD (ICC-ES ESR-2322)
  - Anchor Rods/Bolts
    - $\frac{3}{8}$ "  $\phi$  Simpson Titen HD 6" min. embedment.
- B. Detail reinforcing to comply with ACI 315 "Manual of Standard Practice for Detailing Reinforcing Concrete Structures" and the Concrete Reinforcing Steel Institute (CRSI) recommendations.
- Minimum clear concrete cover for reinforcement shall be as follows unless noted otherwise:
    - Concrete cast directly against and permanently exposed to earth – 3"
    - Concrete exposed to weather or earth:
      - #5 bars or smaller –  $1\frac{1}{2}$ "
      - #6 bars or larger – 2"
    - Concrete not exposed to weather or in contact with the ground –  $2\frac{3}{4}$ "
    - Slabs on grade – as shown in details,  $\frac{3}{4}$ " min. from top of slabs not exposed to weather
  - Lap Splice Lengths (unless noted otherwise)
    - $f'_c = 2500$ –3500 p.s.i.
      - #6 and smaller – 36 bar diameters
      - #7 and larger – 45 bar diameters
    - $f'_c = 4000$  p.s.i. or greater
      - #6 and smaller – 29 bar diameters
      - #7 and larger – 36 bar diameters
    - Lap splice lengths may be decreased by 25% for slabs on grade and horizontal wall reinforcing.
    - Increase lap splice lengths by 50% where epoxy coated bars are used.
  - Stagger splices in walls so that no two adjacent bars are spliced in the same location, unless shown otherwise.
  - Make all bars continuous around corners or provide corner bars of equal size and spacing.
  - Vertical bars in walls, grade beams, and piers to terminate in footings with ACI standard hooks (12 bar diameters) to within 4" of the bottom of the footing unless noted otherwise.
  - Horizontal wall reinforcing shall terminate at the ends of walls with a 90 degree hook plus a 6 bar diameter extension, unless shown otherwise.
  - Horizontal wall reinforcing shall be continuous through construction and control joints.
  - Splices in horizontal reinforcement shall be staggered. Splices in two curtains (where used) shall not occur in the same location.
  - Use chairs or other support devices as required for proper clearance.
  - Unless noted otherwise, openings in walls shall be reinforced with #5 bar on all sides of the opening. Reinforcing shall extend 24" min. past the edge of the opening. For one layer of wall reinforcing provide (1) #5 bar around openings, for two layers provide (2) #5 bars.
- C. Slabs and grade beams shall not have joints in a horizontal plane. All reinforcement shall be continuous through all construction joints.
- D. Floor slab thickness and reinforcing shown in these drawings are adequate to support typical uniform loads only. Mountain View Engineering has not designed the slab for any specific concentrated forces such as those from vehicles, storage racks, or heavy equipment (unless noted otherwise).
- E. Welding of rebar is not allowed unless specifically indicated in the drawings. All embedments, reinforcing, and dowels shall be securely tied to framework or to adjacent reinforcing prior to placement of the concrete. Tack welding of rebar joints in grade beams, walls, or cages is not allowed. Where welding of rebar is shown in the drawings, all rebar to be welded shall be ASTM A706 Grade 60.

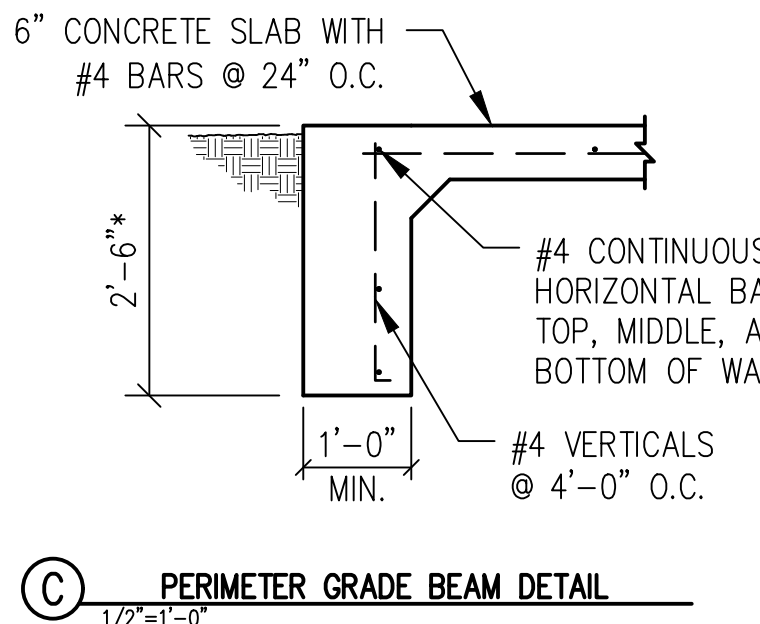
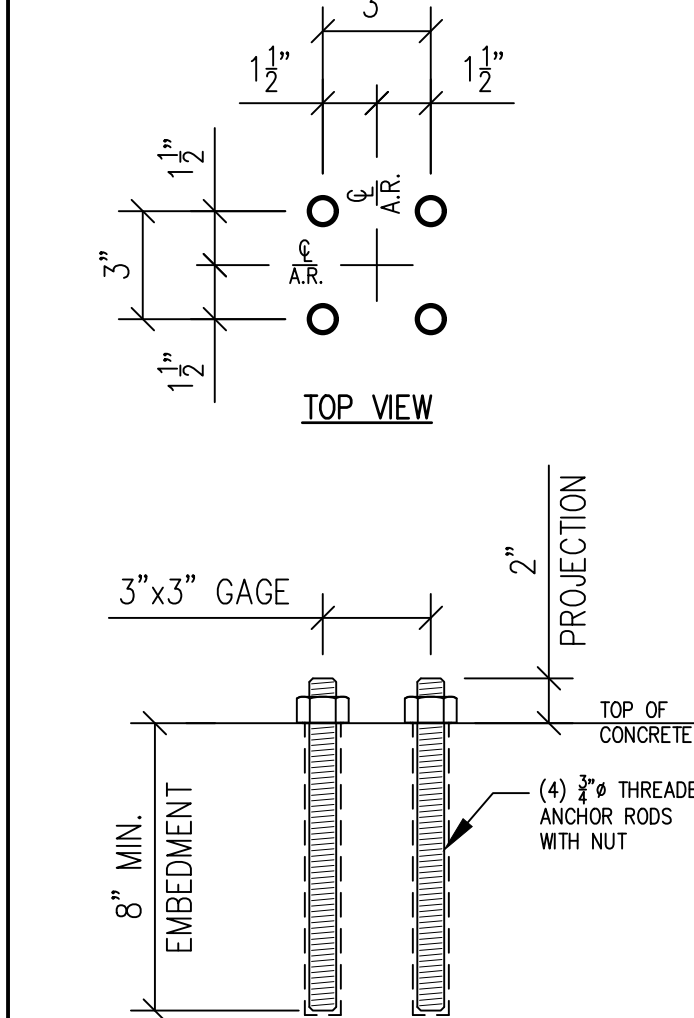
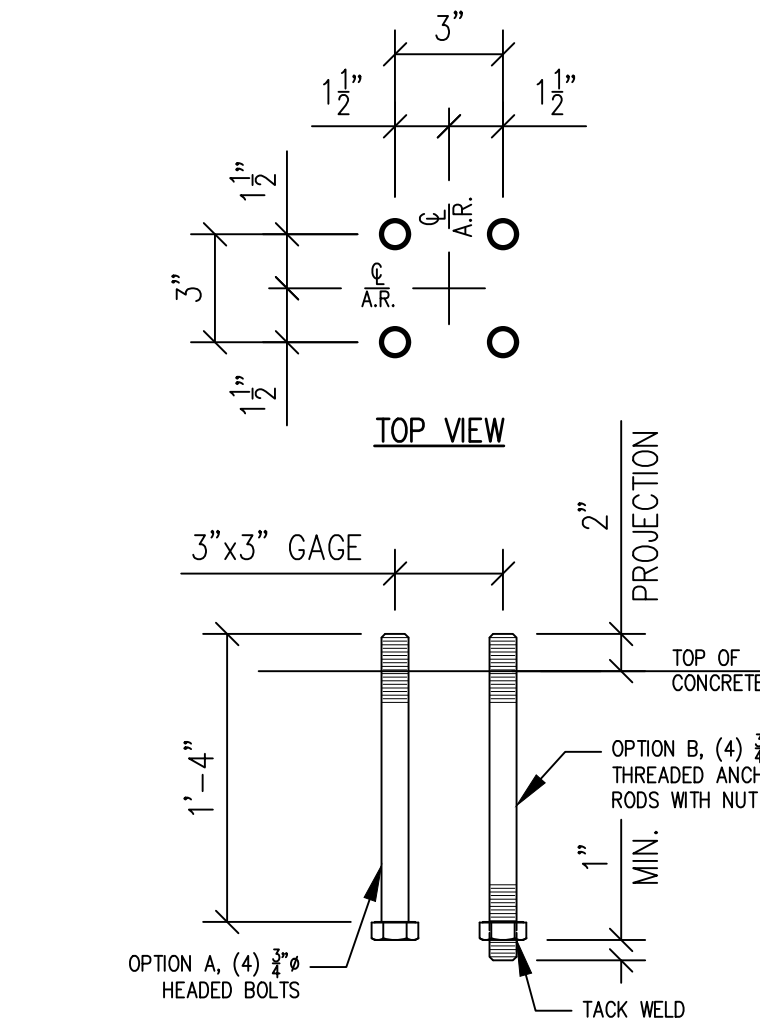
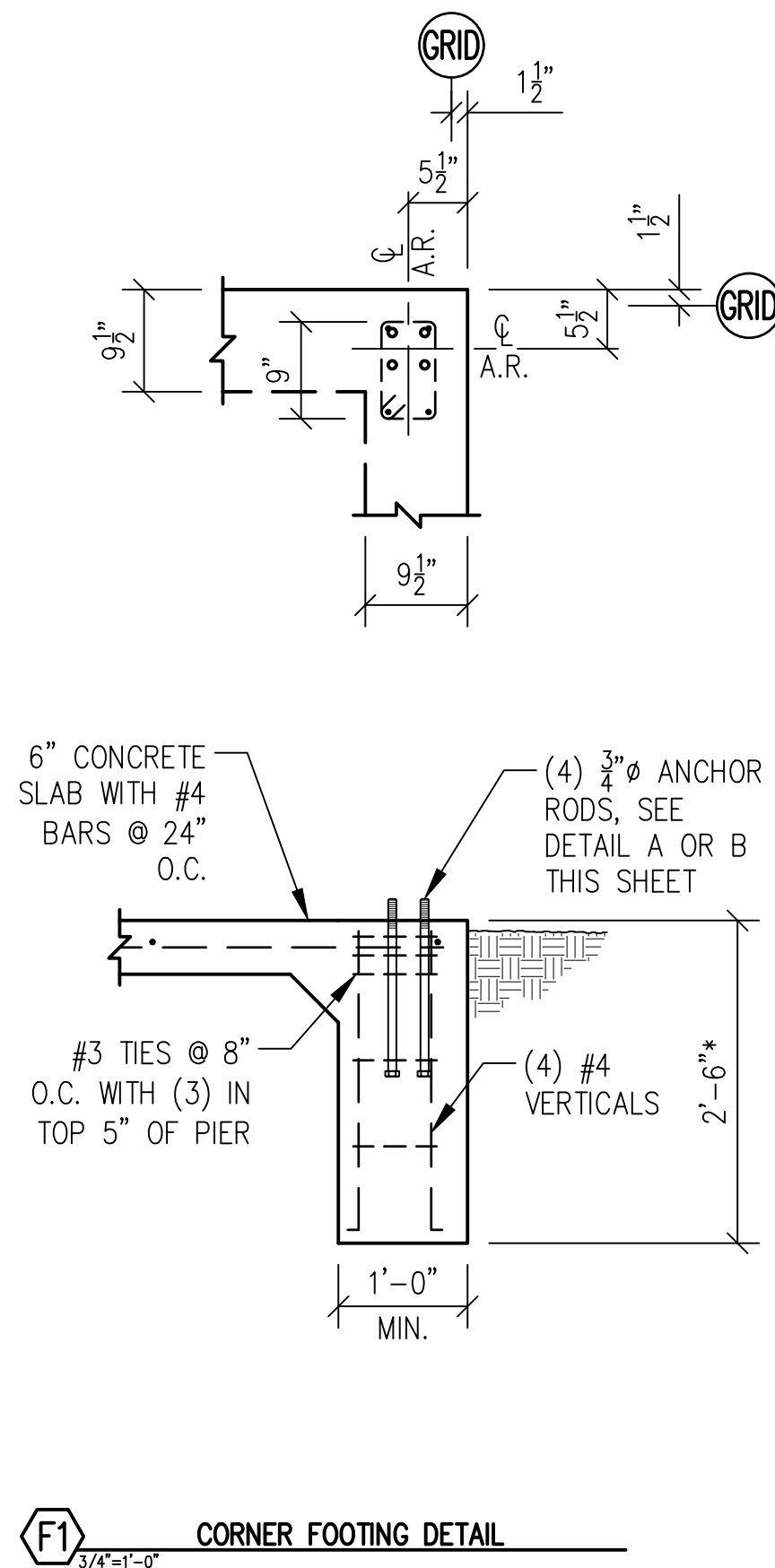


## FOUNDATION PLAN

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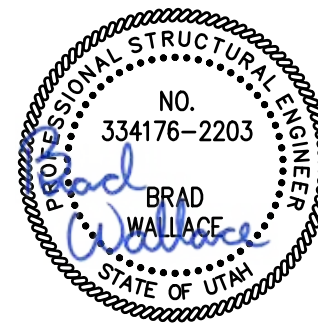
F1 INDICATES APPLICABLE FOOTING DETAIL.

\* VERIFY FROST DEPTH WITH LOCAL BUILDING DEPARTMENT



## EPOXY NOTES

- THE CONTRACTOR SHALL USE ASTM F1553-36 STEEL  $\frac{3}{4}$ " THREADED ROD ANCHORS OR EQUIVALENT.
- THE CONTRACTOR SHALL USE SIMPSON SET XP EPOXY SYSTEM.
- ALL DRILLED AND EPOXIED  $\frac{3}{4}$ " DIAMETER ANCHOR RODS SHALL HAVE A MINIMUM EMBEDMENT OF 8".
- THE EPOXY SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH ALL MANUFACTURER RECOMMENDATIONS.
- SPECIAL INSPECTION (PERIODIC) OF ANCHOR INSTALLATION IS REQUIRED.



JAN 24 2025

## Construction


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801-567-9661

Design by:

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345 No. Main St., Suite A  
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Phone (435) 734-9700  
Fax (435) 734-9519

MVE JOB NUMBER:  
**25-0007**

REFERENCE DRAWINGS			WORK ORDERS		REVISIONS				ENGINEERING RECORD			LINE NUMBER: FACILITY: TITLE: 18'-0" x 23'-0" BUILDING DESCRIPTION: FOUNDATION PLAN, DETAILS, & NOTES ADDRESS: MONTICELLO, UTAH										
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										PROJECT ENGR: B. WALLACE												
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## STAFF REPORT

**MEETING DATE:** March 13, 2025

**ITEM TITLE, PRESENTER:** Consideration and Approval of Project Plan and Development Agreement for Valley Estates Subdivision under the Spanish Valley Overnight Accommodations Overlay Zone, Dana Farmer, Valley Estates

**RECOMMENDATION:** Make a motion approving the Project Plan and Development Agreement.  
Make a motion denying the Project Plan and Development Agreement.

### SUMMARY

A project plan and development agreement were received by the county in February 2025 from Dana Farmer (previously by Shik Han) for the Valley Estates Subdivision. The subdivision has gained previous approvals as an Overnight Accommodations Overlay Zone and is on the final step of the process as outlined in Chapter 10 of the 2019 Spanish Valley Development Ordinance. This application requests the approval of both the Project Plan and the Development Agreement as provided.

#### Property:

Parcel 1: 27S22E011800

Parcel 2: 27S22E010002

Collectively 45.5 acres

#### Current Zoning:

These parcels are in the Residential Flex Planned Community District (RF) with a previously approved Overnight Accommodations Overlay as approved at the December 14, 2023 Planning Commission Meeting.

As outlined in Chapter 10, the Spanish Valley Overnight Accommodations Overlay Ordinance should be applied to all new proposals to ensure approved projects minimize community impacts and result in tangible community benefits through the application of creative design, the incorporation and support for mixed uses both on-site and elsewhere in the San Juan Spanish Valley, and through the provision and support for public uses and spaces to help support a balanced community structure.



**HISTORY/PAST ACTION**

At the October 26, 2023 Planning Commission Meeting the Planning Commission held a public hearing on this rezone application. The Planning Commission voted to recommend approval of the rezone application. The positive recommendation passed with 5 voting yea and 1 voting nay.

At the November 7, 2023 Board of County Commissioners Meeting, the County Commission approved the rezone request with a unanimous vote.

At the December 14, 2023 Planning Commission Meeting the Planning Commission approved the Spanish Valley Overnight Accommodations Overlay. The positive recommendation passed with 6 voting yea and 1 voting nay.





## STAFF REPORT

**MEETING DATE:** December 14, 2023

**ITEM TITLE, PRESENTER:** Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, Valley Estates Development, Mack McDonald, Chief Administrative Officer

**RECOMMENDATION:** Consideration and Approval

### SUMMARY

Valley Estates Development, Shik Han, is applying for the Spanish Valley Overnight Accommodations Overlay (SVOAO) for 45.5 acres of private property in Spanish Valley as described below:

**Property:**

Parcel 1: 27S22E011800

Parcel 2: 27S22E010002

Collectively 45.5 acres

**Current Zoning:**

These parcels are in the Residential Flex Planned Community District (RF). The rezone of the property was approved at the November 7, 2023 Board of Commissioners Meeting.

This application is a request to both apply the Spanish Valley Overnight Accommodations Overlay to these parcels and attach the approval to their Valley Estates Development plans. In the past the Planning Commission has approved Spanish Valley Overnight Accommodations Overlay applications in three steps. Step one applies the overlay to the property, and step two attaches it to the specific project or development, and step three is development agreement, project plan, or subdivision plats. The applicant is seeking to consider both step one and step two together.

This three-step consideration process is outlined in Chapter 10 of the Spanish Valley Development Ordinances, and has established somewhat of a precedent, and to be consistent in the way we handle these applications, the Planning Commission would consider this application in two steps rather than one.



**HISTORY/PAST ACTION**

At the October 26, 2023 Planning Commission Meeting the Planning Commission held a public hearing on this rezone application. The Planning Commission voted to recommend approval of the rezone application. The positive recommendation passed with 5 voting yea and 1 voting nay.

At the November 7, 2023 Board of County Commissioners Meeting, the County Commission approved the rezone request with a unanimous vote.





## PLANNING COMMISSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers  
December 14, 2023 at 6:00 PM

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### MINUTES

#### GENERAL BUSINESS

##### Welcome / Roll Call

Planning Commission Chair Trent Schafer called the meeting to order at 6:00 pm.

##### PRESENT:

Chairman Trent Schafer  
Vice-Chairman Lloyd Wilson  
Commissioner Cody Nielson  
Commissioner William John Johnston  
Commissioner Shea Walker  
Commissioner Melissa Rigg  
Commissioner Ann Austin  
County Administrator Mack McDonald  
Planning & Zoning Administrator Kristen Bushnell  
County Chief Deputy Attorney Mitch Maughan  
Legal Assistant Jens Nielson  
Board of County Commissioner Silvia Stubbs

##### Pledge of Allegiance

The Planning Commission conducted the Pledge of Allegiance.

##### Approval of Minutes

##### 1. Minutes for Meeting on October 26, 2023

There were several errors with spelling and attendance recognition, due to new staff changes. Trent Schafer was not at the second meeting on November 9, 2023. William Johnson was not at the meeting on October 26, 2023.

Commissioner Austin would like to correct Legislative Item #5 that she abstained, which is correct and that the staff summary needs to be updated that she abstained, not voting nay.



Motion made by Commissioner Schafer to approve the Meeting Minutes from October 12, 2023 with the above changes. Seconded by Commissioner Walker.

Voting Yea: Chairman Schafer, Commissioner Wilson, Commissioner Nielson, Commissioner Johnston, Commissioner Walker, Commissioner Rigg, and Commissioner Austin

Motion Carries.

## **2. Minutes for Meeting on November 9, 2023**

Vice-Chairman Lloyd Wilson was presiding over the meeting and Commissioner Shea Walker needs to be added to the meeting attendance.

Commissioner Rigg would like to relay her concerns to the height of the tower. It is not clear in the meeting minutes that this was stressed as a concern. Administrator McDonald reaffirmed that the legal team does have that within their records and that it has been publicly posted as well. He also advised that the height is not part of the variance, that the Planning Commission needs to focus on the condition of use. This concern will be added into the meeting minutes as part of the debate of the tower conditional use.

Meeting Minutes were verified that Commissioner Walker was involved in meeting notes with comments, making motions/seconding motions, etc.

Motion made by Commissioner Wilson to approve the Meeting Minutes from November 9, 2023 with the above changes. Seconded by Commissioner Rigg.

Voting Yea: Chairman Schafer, Commissioner Wilson, Commissioner Nielson, Commissioner Walker, Commissioner Johnston, Commissioner Rigg, and Commissioner Austin

Motion Carries.

## **PUBLIC COMMENT**

Public Comment was offered for anything not on the agenda. Public Comment will be allowed for individual Administrative and Legislative Items.

No public comments were provided.

## **ADMINISTRATIVE ITEMS**

### **3. Variance Approval Update for a 150-foot Telecommunications Tower at R22 East Radio Hill Road, Mack McDonald, Chief Administrative Officer**



**Time stamp 0:13:30 (audio)**

In the Staff Report there are five strict standards included from the State Code, which takes this through a different process where many cities and counties will also have a Board of Adjustments to look at these types of variances but this is separate from the Planning Commission and County Commission. This means that the only option for an appeal is to go to District Court. In our ordinance here in our county, we have the Administrative Law Judge who looks at these variance cases. The findings from the attorney have been included. Overall, he did approve the variances on both tower projects and to him they are in accordance with the law and the reasons of why they should be approved. He has also provided case law to his decision as per other land use boards that would hear a variance such as this. In the end of his summary, he provided the findings that justify the decision and give the conditions to the approval. For instance, "I'm going to give you this variance under these findings." It's up to the applicant/owner to ensure that they are in accordance with those findings and meeting all the stipulations of the agreement.

The second is a bit more unique of a situation where it needs to make sure it is an allowable use at that location, whereas this first one applicant is already an allowable use.

Both variances were approved. The two needed to be tied together in one Planning Meeting Minutes of our attorney's findings and bring all the record of evidence together in one place.

This is an information item only to clarify for the record in the case that it would ever go to court. This is not an item that needs to be voted upon.

**4. Variance Approval Update for a 125-foot Telecommunications Tower at 4326 East Sunny Acres Lane in Spanish Valley, Mack McDonald, Chief Administrative Officer**

**Time stamp 0:19:00 (audio)**

The telecommunications towers application for Spanish Valley had similar findings being more specific to that particular location. The findings studied the location and conditions to be met by that zoning ordinance. He does hold these and will assist us to make sure that the qualifying engineering company will be in accordance and communicate with us for the building codes and maintenance of the towers.

Administrator McDonald stated that both of the tower applications were approved.

Commissioner Rigg would like to suggest that now that we have a Planning & Zoning Administrator we would like to put into the newer ordinances that are coming out some codes based specifically to address telecommunication towers in the future.

Administrator McDonald informed us that there are many processes that we are incorporating into the newer ordinances. There are a lot of changes that will be incorporated into these ordinances that are coming down the line. There will need to be modifications to the draft ordinance that is posted online right now. We are hoping to be able to make these types of changes and incorporate them all together.



There is also a nuisance ordinance in the works, that the Planning Commission was able to look over addressing issues such as overnight rentals too noisy, time restrictions for noise, partying, music too loud, etc. to be pushed into the land use ordinance so that we can control some of the issues our neighborhoods and community has had problems with. Other issues like unnecessary dumps are also popping up. La Sal Junction for example, we aren't sure what is going on there with a lot of junk and more and more buildings without any applications. Despite letters of enforcement to clean it up, we still haven't seen a large effort to address these issues.

Commissioner Johnson asked about the laws regarding these types of situations.

Administrator McDonald affirmed that there are legal fallbacks. It will be back on the Planning Administrator to send out stop work orders to individuals and businesses without a license or building permit. Sometimes individuals will call in from the community and ask, which will help alert us to projects out of compliance.

Commissioner Austin asked for clarification of the "minor designation" ordinance that the State has put out but our Planning Commission hasn't had a chance to see it yet. In 2019, there was a change to the "minor" designation to match State Code. This is an instance of change that needs to match our current 2011 ordinances online. It's a work in progress that hopefully can be updated and published soon. Administrator McDonald clarified that this applied to large tracts of land over 100 acres, that individuals can skip the subdivision process. It was meant mainly for agricultural land where families may want to divide parcels for their children up to four (4) lots without having to go through the entire process. They can get a preliminary plat and final plat recorded easily. The confusing thing is that we do not have a "major" subdivision anywhere in our ordinances. Only "minor" subdivisions are recognized.

Commissioner Wilson went on to clarify that this was to hopefully simplify the process that anyone with four (4) lots or less did not need to come before the board. The exception was if it is within an existing subdivision, which is within state law. This was due to the amending of a current subdivision.

Administrator McDonald pointed out a few instances where this is the case. Last year the state legislators came out with a change to administer preliminary plats with staff instead of through the planning commission. Even for us, it's taken months to get our subdivisions through the process, taking this out of the planning commission helps to streamline the process for Developers. There is a large compliance change coming out by end of December to get this implemented, we will be part of this change. We need to be clear about creating a checklist for staff to utilize and give to developers and landowners to get them checked off quickly and accurately which will mirror our ordinances. There are times that we're well into the process and we realize that they never even paid the preliminary fees. We need to streamline the process for these applications coming in.

Commissioner Wilson also suggested that this allows for more opportunities to appeal to the Planning Commission if a decision is not agreeable through the staff process. It should be all inclusive as we proceed through these applications so that everyone within staff understands what is going on.



## LEGISLATIVE ITEMS

### 4. **Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, El Rancho Development, Mack McDonald, Chief Administrative Officer**

#### **Time stamp 0:31:40 (audio)**

In a previous meeting we have already rezoned the property to a Residential Flex and at this time the owner would like to move forward with an overnight accommodation overlay. Just as a reminder this is a three step process: Step 1 is to discuss if this property should in in the Overnight Accommodation Overlay District, which will lead to our decision tonight. Step 2 is the concept of what the owner would like to do within the property. Step 3 is the Development Agreement and Final Approval. Concepts are included in the Staff Report for these particular properties, it's close to the highway so Residential Flex seemed to make sense.

Commissioner Rigg asked for clarification on the Spanish Valley Ordinances, where it says that overlay districts are allowed in Highway Commercial.

Administrator McDonald clarified that the Overnight Accommodation Overlay is also possible in Residential Flex. This is the only way to get it - to obtain a Residential Flex then to apply for an Overnight Accommodation Overlay (as is this process).

Commissioner Wilson further argued that the confusion is in Chapter 10 of the ordinances where it is stated that the only allowance for an Overnight Overlay is in a Highway Commercial.

Commissioner Rigg suggested that this seems very clear that this is the only allowance for Overnight Overlays to happen.

Commissioner Wilson brought up the exercises with Landmark on the planned development of the SITLA parcel, where there was meeting after meeting about this. Most of the response back from the community were tired of having overnight rentals. This was even approached in a way where we would allow one every 300-500 feet to be allowed to try to fix it before Landmark was even involved. This is why Chapter 10 was written the way that it was to try to address this for Highway Commercial.

Administrator McDonald pointed out that the Residential flex was to get additional opportunities available. When we look at this from a land use planning perspective, in a highway commercial, we don't want a bunch of residential. We need commercial along the highway, so these uses should center and complement Highway Commercial. It makes sense for overnight rentals to be in more of a residential area. Residential Flex, as we discussed this last time, is transitioning from highway commercial into something else. It allows an area to change in stages rather than having hard boundaries. If we have Residential Flex clear over and away from the highway then it seems questionable. But if we look at the broader Planned Community then we can see that Residential Flex actually does make sense away from the highway when we see what other zones it is butting up against. Having a visual map in the near future will help where we have the full picture of the entire area with current approvals.

Commissioner Austin asked about the specifics of areas, such as Mt Pell, that is way over off the highway wanting to be Residential Flex. Couldn't it be argued that we made a mistake in



zoning those properties because it is not in alignment with our ordinances since that area requires a minimum of 20 acres for a small planned community. There are size limitations to each allowable use and zoning requirements.

Commissioner Wilson reminded us of the legal advice for that particular situation. Attorney Maughn clarified that you cannot have the planned community zoned as Residential Flex if it is anything less than 20 acres. This is something that we do need to correct in the future.

Administrator McDonald spoke to the fact that the planned community process is similar to a planned unit development. A planned unit development are generally larger in scale where you are trying to plan a whole work community. In a smaller application we don't need to go through that process. This is 2.5 acre parcel.

Attorney Maughn further went on the clarify that a planned community was focused on a mixture of uses, such as the pedestrian trails of Balance Rock Resort, which connect to other parts of the community. This idea doesn't really apply to 2.5 acres. Administrator McDonald explained that this is less of a "community" as much as it is a "neighborhood".

Commissioner Austin asked where in our ordinance is this covered. She reinforced that she thought this project was appropriate, the zone was appropriate, the use was appropriate, yet it is not in alignment with our ordinance. If we don't follow that, over time we are going to create problems with others wanting to follow in the same direction and no longer having overnight rentals where we desired them to be. It will result in spot zoning all over the place. What are our current solutions? She asked for this to be tabled until they can get a legal opinion whether or not we should rezone it.

Commissioner Wilson referenced a discussion from 2018 about why the Overnight Accommodation Ordinance should not go into place.

Administrator McDonald referenced that we've had three legal opinions on this. The question is should we not have rezoned it to Residential Flex. But we already have.

Commissioner Nielson referenced that we always get back to Mt. Pell as an exemplar. We could go back and deny that. Several other commissioners spoke up to say upon "what ground?" can we go back on this?

Commissioner Wilson recapped that the interpretation of the Overnight Accommodation Overlay began with Walter. His interpretation of it at that time was that overnight rentals was only allowed in Highway Commercial. Then Alex's interpretation was that overnight rentals was allowed only in Highway Commercial. We've been on that same interpretation for several years and now we have a completely different interpretation of it since the surrounding area is changing.

Attorney Maughn stated that throughout the process we've had the same attorney Bart Coons who was working with the information and he is currently helping Maughn. While there's been a turnover of attorneys at the county level, there's been the same reference point from Coons. Without being here throughout the entire process Attorney Maughn stated that he can only look at the ordinance we currently have, which he believes shouldn't have ever been passed.



Commissioner Wilson asked, due to this ordinance, that shouldn't have ever been passed, where do they go now. This ordinance is in place and we now have a very different interpretation. We've had a complete turnover and it is in the opposite direction from where this ordinance began. which we have been legally enforcing on people for years.

Attorney Maughn agreed that we have an imperfect ordinance. We've had lawsuits on this matter where they've just hammered on the Planning Commission for "not doing their job". This is the result of an imperfect ordinance and lack of instruction. It's not going to be perfect and you're not going to please everybody. The overwhelming issue is what decision does the county need to make to keep it out of a lawsuit.

Commissioner Nielson suggested looking at the context of where it's at, the neighbors, such as the gravel pit. Those are our grounds to accept or deny applications. So long as we have those considerations we have reasonable cause to "why". For example, referencing the homes around as residential instead of overnight. As long as we state these reasons, we can approve or deny requests.

Commissioner Wilson suggested that in some areas you may have ten (10) nightly rentals and ten (10) residential houses. This puts us in a hard spot for which way to lean with a 50/50 split. This is the Mt. Pell issue. We had a property owner come in for a spot zoning change because every neighbor around her was an existing nightly rentals that had been grandfathered in, and we had to deny the request because we don't allow for spot zoning changes. Now she is stuck in the middle of nightly rentals all around her property. This leaves every one around her in non-conforming use and her own zoning didn't allow for overnight rentals.

Commissioner Austin suggested that every house that we give up for short term rentals is taking away more permanent housing availability. These units are now off the market for anybody who needs to live there year-round. For the state, housing is the #1 topic for legislation this year. She feels that we need to protect the existing housing that we have. Further, as a commission they have already approved hundreds of overnight accommodation requests. There's no more rush to approve additional units. In the instance of El Rancho, she agrees this should be Residential Flex, that this should have overnight accommodations, but between now and the time that they potentially pass the new ordinances it says in Residential that no short term rentals are allowed. Until we pass that, everybody in a Residential zone could come and ask for the same treatment. We have to be really unified legally about what is allowed. Right now, we're saying that "yes" we do have grounds to allow for this.

Administrator McDonald informed the commission that if it does get to a point where they feel that there are too many overnight rentals, or too many of anything, they do have the power to slow things down. It has been delegated to this commission to oversee land use and make those decisions and recommendations. If this commission is seeing that "too much" as being an issue then they need to make that decision to stop approving more. Further, the overnight rentals to play into the housing stock, still increases property value, still brings homes that weren't there before. Would these developments happen without this market? The market will drive a lot of these decisions from developers. Right now the market is Air BNB's, it is not single family homes. They just can't make enough on single family homes as they can in overnight rentals. The overnight rental market is hot and encouraging more housing units to be built. Right now, most of them are full, if not full you're going to see a slow down from developers because they're not making the money they anticipated. The developers are going



to be driving their ambitions based on the market economy. Across the nation, overnight rentals are marketable.

Commission Nielson is concerned that this situation may press a particular agenda across the rest of the county. In the instance of Blanding, there are several overnight rentals that didn't get the occupancy they wanted over the summer so they turned these back into long term rentals or sold into the housing market. While that's a little bit different of a scenario, it does point out that the market will dictate what happens with this housing stock. In his personal experience, the overnight rental owners have been the best at taking care of the property and landscaping, everything is kept up. People may come and go but this doesn't seem any different than a family coming and going. He is all for the solidarity that is needed within the Spanish Valley area. However, he has seen an added value to properties in his area that are participating in overnight rentals, or even longer rentals such as traveling nurses, etc. He is concerned about the tension in Spanish Valley perhaps suppressing other areas that could benefit from these types of developments.

Commissioner Austin asked if Elaine Gizler, Economic Development, could give her insight on the potential risks or rewards if the Spanish Valley area was to just open it up to every overnight rental application and totally overload the community with overnight rentals wherever they want, if there was no plan on keeping overnight rentals out of residential areas.

Elaine responded saying that one of the initial investigations for our direction is to conduct a housing assessment, which will be accomplished by Points Consulting and completed by the end of April. Public Meetings will be held throughout the county at the end of January. Her personal assessment of Spanish Valley is that it has been poorly planned since the beginning. Now we're trying to get things organized and it's a very tense situation. One large circumstance for San Juan County right now is the example of Goulding's in Monument Valley. If Goulding's does get sold to the Navajo Nation (as is on the table right now) the county will lose 28% of its total Transient Room Tax on an annual basis. This will be a huge hit for the county to take. We've got to find ways to increase Transient Room Taxes, lodging properties, sales taxes from grocery stores, we need it all. There's not enough generation coming from sales taxes within San Juan County, our sales tax goes to other areas. Of course, it would be nice to keep everything residential, but we have to have some diversity to keep our county afloat.

Commission Austin posed the question of what then is the healthy mix. Commissioner Wilson responded that as Administrator McDonald already stated, the market would level itself out over time. Administrator McDonald highlighted that we are already seeing compression factors across the nation, with high inflation. While inflation itself is driving some of this overnight rental market, the desire for users/renters is becoming less and less as disposable income and discretionary spending in the home is preventing some travel to lessen. That's going to drive this market to build more down. The banks are seeing this, and even on construction loans, as prices continue to be high there are less people building. Inflation is trying to curb spending and it's starting to have an affect. The uniqueness of Utah, especially of this area, draws a lot of people and that will never go away. Gizler also suggested that the Moab area occupancy is down from 2022 reports.

Commissioner Wilson suggested that the area may see a decline in visitors based on the BLM closing sections of roads, Arches having a ticketing system, etc. Several commissioners agreed



on the changes happening in our area but that we needed to look at what we do have control of with our ordinances.

Commissioner Nielson said that the SITLA parcel, and whoever they find as a developer, is going to change a lot of the area. It will be interesting to see how they are going to financially support a largely residential development. For people to be able to come in and buy a purely residential home, live and work in Spanish Valley. He's just not sure that there's a large demand there.

Commissioner Austin pointed out that they haven't moved on anything yet and suggested that perhaps this is why. Administrator McDonald informed the commission that this was normal. SITLA is in it for the long haul. Once they are ready to develop they will need to get a Development Agreement signed with the county. Right now they just have the zoning approved. SITLA is typically the last out, the longer that they wait and let everything develop around them the higher the property prices when they are able to sell.

Commissioner Austin agreed with all that but pointed out that the future ordinance says that there are no short term rentals in Spanish Valley Residential Zones. Commissioner Wilson referenced that as the ordinance stands right now, there are no documents, and no options, no overnight overlays, etc. The law says that you can't change your zone.

Commissioner Austin pointed out that it states that you can change zoning if you have a 20 acre minimum. Administrator McDonald clarified that this is in the Planned Community, which is a different process.

Commissioner Wilson asked for clarification of their current situation. Last meeting this project was approved as Residential Flex. Because it was out of character in saying this had to be 20 acres or more, it did not fall within the standards of a Planned Community Process, which would have all the districts within it. He affirmed that he stood with Commissioner Austin in that if it's not 20 acres or more, how did we approve it?

Administrator McDonald stated that this application fit the uses within Residential Flex intended to be compatible in the zone are single family residences which are rented overnight.

Commissioner Wilson further asked to clarify that this means any property that is less than 20 acres would result in taking the words "Planned Community" out and just call it "Residential Flex".

Administrator McDonald supported this confusion by saying that these situations are why we have a "Planning" Commission and not a "Planned" Commission. We're trying to look forward, we're not trying to look at the past. You're making sure that the uses that are approved are compatible within the area while protecting individual's property rights and their ability to live in healthy and safe areas but also to allow them to recoup costs through development if they want it.

Commissioner Austin agreed that she thought this proposal was absolutely compatible within the area.

Attorney Maughn thought it best to seek various legal perspectives on this situation. There are other issues coming our way. We need a written legal opinion for both us and the public so that



everyone knows how to proceed. He recommended that we should table this application for now.

Commissioner Wilson spoke up saying that we had already approved a Residential Flex zone change. It's too late to delay this proposal, but we do need clarification for the next ones. Our next step, after approving this zone change is to approve the Overnight Overlay. Anything from this night on, he agrees, we need to get the written legal advice. But for Shik, already having been very patient with the process, we need to get this proposal pushed through.

Attorney Maughn was concerned about this setting a precedent for future neighbors wanting to do the same thing down the road. Several agreed that, at that point in time, they could come in and apply for a zoning change.

Administrator Bushnell reminded the commission that because our ordinances are old and in the works, planning is always in the works, the maps are being worked upon and we will always have the argument that "my neighbor next door did it, why can't I?" We have a hundred year precedence set where it has been a free-for-all for a lot of it. She agrees with Commissioner Wilson in saying that today may say one thing, but from this point forward we need to get it right, and tomorrow it might change again. This is the process of Planning. We make decisions from living documents that are changing all the time. This is also why we have to keep all the documents from 50 years ago because it proves how it was done at the time.

Attorney Maughn suggested that by not tabling this now, the county is inviting more risk for lawsuits.

Administrator McDonald showed the map where we had already approved adjacent properties and several others in the area within the Overnight Overlay district. He asked Attorney Maughn if that meant that all of these properties are now a risk for lawsuit. Attorney Maughn stated that yes, if someone else comes in for a zoning change, after allowing this zoning change with less than 20 acres, then we'd have to turn them down which could result in a lawsuit.

Commissioner Rigg asked that since we have already approved this property that we'd have to undo decisions that had already passed. Several explained that there is no "undo" to these previous decisions. So therefore, if we were to table this now, we would only be tabling the Overnight Overlay.

Attorney Maughn said he'd have to wait to get an answer back on how to "undo" these decisions.

Commissioner Nielson denied this proposal, since the commission does not want to "undo" their decision. Commissioner Austin agreed that once the new ordinance comes out this property would already be in a multiple use district where he wouldn't even need an overlay.

Administrator McDonald suggested that we get the legal opinion on it for the future. The decision today is strictly regarding this property, not the potentials of what could be happening around it in the future. Does it make sense for this property to be implemented within the surrounding uses? We do need to have the attorney's look at our 20 acre threshold for the Planned Community process. By tabling this, it doesn't really get us to that outcome where it is more of a question of the Planned Community process and not the Overnight Overlay District application. Literally, across the street are overlay districts.



Commissioner Nielson questioned the commission if they were going to table an application that he felt they had made a good decision on and that made sense with the surrounding uses. The Overnight Overlay should be approved based on fact and findings in accordance with the ordinance. He believes that setting a precedent does not hinder their ability to make different decisions in the future.

Commissioner Schafer suggested that once we can get our ordinance corrected, it will stop all this discussion. Several asked what to do for these applications now? Commissioner Wilson agreed that we need to get the new ordinance into place. Administrator McDonald reflected on the many pieces coming into the new ordinance such as subdivision process, telecommunication towers, public nuisances, all these pieces need to be comprehensive in our plan. It doesn't make sense to try to fix this one little piece of overlays without the larger picture.

Commissioner Austin asked how the new Land Use, Development and Management Ordinance was going to address the Overnight Accommodation Overlay. In the Spanish Valley Residential zone there are no overnight rentals. Commissioner Wilson clarified that the new ordinance would only allow overnight accommodations in a Commercial Zone. Attorney Maughn said that anything not allowed in the future ordinance would be designated as a "non-conforming" use. Commissioner Austin asked about the situation of being in a Spanish Valley Residential zone, how would she go about being able to become an overnight rental? Administrator McDonald clarified that the new ordinance allows for a process, where citizens can argue for their property, and that the Planning Commission will be making those decisions.

Commissioner Wilson stated he is almost certain that our new ordinance is going to say Highway Commercial only and it is a conditional use on nightly rentals everywhere else. He asked Administrator McDonald if they should be leaning away from Highway Commercial only? Administrator McDonald stated that he was working with what was in front of him right now. Staff Reports are based on the current official ordinances.

Administrator McDonald stated he would continue to work with Attorney Maughn to make sure this is legal to set before the County Commission with that written opinion.

Commissioner Austin asked for clarification on the road access to this property. It was clarified that the main access was from Old Airport Road into Ranch Road.

Motion made by Commissioner Wilson to recommend the location of the Overnight Overlay District to the County Commission for approval.

Seconded by Commissioner Walker.

Voting Yea: Chairman Schafer, Commissioner Wilson, Commissioner Nielson, Commissioner Walker and Commissioner Rigg

Abstaining: Commissioner Austin

Motion Carries.



Administrator McDonald informed the commission that if legal advice was different than this recommendation that he would keep them informed.

**6. Consideration and Approval of Spanish Valley Overnight Accommodations Overlay Application, Valley Estates Development, Mack McDonald, Chief Administrative Officer**

**Time stamp 1:20:30 (audio)**

Administrator McDonald introduced the Valley Estates Development requesting an Overnight Accommodations Overlay. Again, this is the first step of the process. To the north of this property is Balance Rock Resort, which was previously approved and is now built. Balance Rock Resort has an Overnight Overlay. Also towards the north is the Sky Ranch Condominiums proposal. The SITLA parcel, and hopeful planned community development project, is to the south side of this site. In this concept, we've looked at bringing in public roads to have better access to the entire area. This area has the potential to be a town center with commercial districts and residential on the outskirts. There is already a clinic near by and hopes for a future county fire station/search and research/roads dept./sheriff building to provide closer services in this area.

Commissioner Austin asked about the potential of having staff housing associated with this development. Administrator McDonald explained that this is not a resort, but falls into a Residential Flex zone, where it is transitioning from the resort development, into single family housing (or the staff housing) and then into overnight rentals.

Han responded that these parcels are designed as residential units, unlike a hotel or lodge. We're always talking about housing and the demand there for housing. He advised that San Juan County needs to not solve the housing issues of Grand County.

Motion made by Commissioner Wilson for approval of the Valley Estates Development Overnight Accommodations Overlay.

Seconded by Commissioner Austin.

Commissioner Rigg announced that she was going to be voting against it because in our last meeting we defined that "Residential Flex" was supposed to be close to the highway. Having the Residential Flex was for common folks to have somewhere to live. This seems to not be in the spirit of the ordinance.

Commissioner Neilson referenced the Worldmark Resort near St. George. At this resort there is a row of houses with a garages underneath. Some of those people are there all the time, some of them are not. It works really well there. I don't want to be on the highway. I want to be somewhere that is off the road, in a canyon, that you can get out and away to natural areas. Other people live there, and they seem okay with the mixed use.

Administrator McDonald explained that when Balance Rock Resort took on this overlay, they were establishing the trails, and the network, in that overlay district. As a Planning



Commission, you get to work with the developer and the entire area has the potential to turn into a comprehensive district, with roads, trails, and recreation. To be in an overlay district, we can work with the developer to have continuity between our communities. It's not a hard boundary as in a zoning change. Commissioner Walker suggested that if we deny this, and have one property owner right in the middle of the zoning district that is not continuity to this community network.

Voting Yea: Chairman Schafer, Commissioner Wilson, Commissioner Nielson, Commissioner Johnston, Commissioner Walker, and Commissioner Austin

Voting Nay: Commissioner Rigg

Motion Carries.

**7. Consideration and Approval of a Conditional Use Application for a Small Glamping Resort to be Located as 4040 Kane Creek Road for Solace Ranch LLC (DBA Crooked Bindi Ranch). Kenneth Denham**

**Time stamp 1:33:40 (audio)**

Administrator McDonald presented the Small Glamping Resort for Solace Ranch LLC/Crooked Bindi Ranch. This area is quite remote. There will be 3 tent sites, a 17ft. x 14ft. awning, a 17ft. x 7ft storage shed, a 1000-gal water tank from on site well. Some conditions were to protect the well from damage and contamination with a physical barrier, uphold code compliance for fire, etc. A lot of the compliance we need is due to the remoteness of the location since the Fire & EMS services are so far out. Each unit needs to provide interior fire protection, such as a fire extinguisher readily available, carbon monoxide detectors, fire exits, fire protection devices, etc.

We do not have a specific "Glamping" ordinance at this point in time. We will be updating a section in our newer ordinances that are coming up this spring for review and adoption. Our considerations include requirements of Utah Division of Drinking Water for storage systems, must provide campers with safety information addressing dangers in the area while recreating, have locations of first aid kits in the area posted, have dangers of environmental factors within the area. The development must comply with San Juan Health Department and San Juan Business License requirements.

Commissioner Neilson was concerned about the addressing to the facility. We want to ensure that people (users, Fire & EMS, google map searches, etc) are not in a situation of getting lost and that directions are accurately depicted. Administrator McDonald informed us that addressing continues to be an issue in our county and we are currently working to get addressing updated across the county. Owner Kenneth Denham addressed this concern saying that he provides very accurate odometer information to patrons and has been reasonably successful to not have people getting lost. From time to time, it still happens. Commissioner Wilson wanted to assure that this Conditional Use Permit would meet the local standards of the Emergency Responders in the area.



Administrator McDonald stated that Moab Valley Fire has been wonderful to work with to cover parts of San Juan County under local agreements. As they will be responding to this area we will coordinate with them that this development is going to be happening. There is a possibility to perhaps annex some areas into Moab Valley Fire District. If this happens, a portion of the property taxes in these annexed areas will go directly to Moab Valley Fire and we will no longer need the contract. One concern is that the authority having jurisdiction would remain in San Juan County. This is still under negotiation but will be coming forward in the near future.

Motion made by Commissioner Wilson for approval of Small Glamping Resort at Crooked Bindi Ranch. Conditional Use of this permit includes:

- Must protect existing well water sources from contamination by campers or hikers within the area by enclosing the well within a fenced area.
- Must comply with all building code and permit requirements including interior fire protection for glamping units' compliance.
- Carbon monoxide, smoke alarms, gas detectors, fire exits, and other fire protection devices shall comply with applicable Building Codes including each glamping unit containing one (1) appropriate fire extinguisher.
- Must comply with the Utah Division of Drinking Water requirements for water storage tanks.
- Must provide campers with safety guidelines for dangers present in surrounding areas to include falling, hiking, climbing, off-roading, location of first-aid, heat stroke, dangers of severe weather conditions and flooding.
- Must comply with San Juan County Health Department requirements.
- Must comply with San Juan County business license requirements.
- Location of site is updated with dispatch for Fire and EMS services.

Seconded by Commissioner Commissioner Neilson.

Voting Yea: Chairman Schafer, Commissioner Wilson, Commissioner Nielson, Commissioner Johnston, Commissioner Walker, Commissioner Rigg and Commissioner Austin

Motion Carries.

## **BUILDING PERMIT(S) REVIEW**

There are no building permits ready to report at this time.



**ADJOURNMENT****Time stamp 1:53:00 (audio)**

Motion to adjourn was made by Commissioner Wilson. Seconded by Commissioner Schafer.

Voting Yea: Chairman Schafer, Commissioner Wilson, Commissioner Nielson, Commissioner Johnston, Commissioner Walker, Commissioner Rigg and Commissioner Austin



## Chapter 10: Spanish Valley Overnight Accommodations Overlay District Requirements

An ordinance establishing an overnight accommodations overlay district that can be sought for sites located within the Spanish Valley Highway Commercial District. See Spanish Valley Zoning Map for the location of the Highway Commercial District in which the overlay can be applied.

- 1) **Purpose of Overlay Districts**
- 2) **Purpose and Intent of the Spanish Valley Overnight Accommodations Overlay District**
- 3) **Established Overnight Accommodations**
- 4) **Approval Procedures**
- 5) **Identification on Zoning Maps**
- 6) **Site Master Plan Required**
- 7) **Development Standards**
  - Part 1 General Requirements
  - Part 2 Employee Housing, Affordable Housing and Mixed Use Requirements
  - Part 3 Architecture, Density, Massing and Form
  - Part 4 Additional Design Requirements
  - Part 5 Open Space
  - Part 6 Landscape Standards
  - Part 7 Parking Requirements

### **Purpose of Overlay Districts**

Overlay districts are established to provide standards addressing unique circumstances or conditions affecting single sites where the development of such sites is of special public concern. Upon approval of special purpose district zoning, the special purpose district replaces the previous base district. Overlay districts are established to provide for certain additional requirements for properties located in one or more base zoning districts.

In addition to the requirements of the underlying base zoning district, the provisions of the overlay district would also prevail in the areas so zoned.

### **1) Purpose and Intent of the Spanish Valley Overnight Accommodations Overlay District**

Overnight accommodations have the potential to be an important part of the Spanish Valley and San Juan County economy. In order to support regional efforts to control the imbalance between such uses and other desired community uses as has taken place in Moab and Grand County, a clear policy is required to ensure the number of hotels and motels, commercial condominiums, bed & breakfasts (B&Bs), lodges and commercial campgrounds are aligned with other essential and desirable uses in the San Juan Spanish Valley and region.

The *Spanish Valley Overnight Accommodations Overlay Ordinance* is an overlay district for properties located in the Highway Commercial and Highway Flex districts. It addresses both



existing and vested overnight accommodations as well as new proposed uses. The purpose of the overlay district is to ensure that existing and future hotels and motels, commercial condominiums, bed & breakfasts (B&Bs), lodges, commercial campgrounds and other commercial overnight accommodation uses are designed and developed in a manner that address the impacts and the increased service needs that they generate. The *Spanish Valley Overnight Accommodations Overlay Ordinance* should be applied to all new proposals to ensure approved projects minimize community impacts and result in tangible community benefits through the application of creative design, the incorporation and support for mixed uses both on-site and elsewhere in the San Juan Spanish Valley, and through the provision and support for public uses and spaces to help support a balanced community structure.

## 2) Established Overnight Accommodations

Established overnight accommodations (Established Overnight Accommodations), as indicated on the Spanish Valley Zoning Map, shall be considered legal, conforming uses. Established Overnight Accommodations will be allowed to make improvements including new overnight accommodation units within the boundaries of existing property. Specific design and development requirements shall be according to the underlying zone, e.g. the Spanish Valley Highway Commercial District. When the ownership of Established Overnight Accommodations changes, the new owner must comply with the provisions of this *Spanish Valley Overnight Accommodations Overlay Ordinance*.

## 3) Approval Procedures

A three-step planning and approval process for new overnight accommodations is required as summarized in table 10-1:

**Table 10-1**

APPLICATION	IMPLEMENTATION	WHAT IS ADDRESSED?	APPROVAL LEVEL
<b>Spanish Valley Overnight Accommodations Overlay</b> (Rezone)	A modification to the official Zoning Map, indicating the area or areas where the specific overlay district applies	The physical location and extents of the proposed overlay zone	<b>Legislative</b> (Rezone and Zoning Map Change) <ul style="list-style-type: none"> <li>• Planning Commission (recommendation to County Commission)</li> <li>• County Commission (adoption)</li> </ul>
<b>Application for Attaching Overnight Accommodations (OA) Overlay to a Specific Site, Property or Development</b>	As a modification to the official Zoning Map and Zoning Ordinance, indicating the specific location of the application site and the terms upon which it will be developed	Land area to be rezoned and general terms upon which it is approved, including but not limited to the following: <ul style="list-style-type: none"> <li>▪ Proposed primary uses</li> <li>▪ Number of rooms/units</li> <li>▪ Design and development conditions</li> <li>▪ Special conditions and requirements</li> <li>▪ Other uses and development requirements</li> </ul>	<b>Legislative</b> (Rezone and Zoning Map Change) <ul style="list-style-type: none"> <li>• Planning Commission (recommendation to County Commission)</li> <li>• County Commission (adoption)</li> </ul>



<b>Development Agreement, Project Plan and/or Subdivision Plat</b>	As specific submittals and approvals specified in the applicable ordinances	Specific project development requirements for development approval.	<b>Administrative</b> Staff and/or Planning Commission approval according to the specific terms and ordinance obligations
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#### 4) Identification on Zoning Maps

Approved *Spanish Valley Overnight Accommodations Overlay* districts and developments shall be indicated on the official Spanish Valley Zoning Map. This map shall also indicate the location and property extents of established overnight accommodations

#### 5) Site Master Plan Required

In approving a new Overnight Accommodation development in accordance with this section, a site master plan shall be prepared and submitted for consideration by the County Commission for approval. The master plan shall clearly indicate the purpose and details of the project, including technical facts and a clear description of how the proposed development provides benefits to the greater Moab region in San Juan County as compared to development carried out in accordance with the otherwise applicable zoning and development regulations. More specifically, the master plan shall include at a minimum the following:

- a) **A statement** by the applicant describing how the proposed development provides greater benefits to the Spanish Valley and the County than would a development carried out in accordance with otherwise applicable zoning and development regulations.
- b) **A map and description of sensitive lands** within the or adjacent to the proposed development and how they will be addressed, including but not necessarily limited to the following:
  - Public drinking water supply watersheds (recharge areas for the aquifer in the Glen Canyon formation);
  - Floodplains and riparian habitats;
  - Slopes in excess of 30 percent; and
  - Significant geological, biological, and archeological sites.
- c) Identification of **site planning features and a description of how they will be addressed** to promote seamless transition between on-site uses and the surrounding site conditions.
- d) A description of the **beneficial public services and goods the project provides** to the community. This should include a community benefit concept description, and specific documentation of the proposed types, amounts, locations and relationships of compatible uses provided within the development that provide beneficial public services and goods to the community. Examples of such uses may include on-site and contributions to off-site employee housing, affordable housing, workforce housing, mixed uses, residential, office, commercial and civic uses, public open space, and publicly-accessible indoor/outdoor gathering spaces, for example.
- e) Documentation of the **specific utilities and infrastructure** that are designed and installed to conserve limited natural resources such as water. Examples include preparation of a water use master plan for the project, the incorporation of gray-water re-use systems, implementation of water conserving landscapes that go beyond the



requirements of the Spanish Valley Water Efficient Landscape Requirements such as installation of real-time water monitoring systems, the incorporation of water-efficient fixtures, and the incorporation of dark-sky friendly lighting systems that exceed those contained in the Spanish Valley Outdoor Lighting and Sign Illumination Requirements

- f) A **narrative and graphic presentation of the development**, documenting and presenting the proposed development and land uses by:
- Gross acreage;
  - Total project density and/or square footage for all uses proposed for the project (including overnight accommodations) per gross acre;
  - Total number of overnight accommodation units;
  - Overnight accommodation unit density expressed as a per-acre ratio;
  - Total number and type of on-site employee and affordable housing units;
  - Common area and private open space acreage;
  - Total number of parking spaces required and provided, including bicycle parking;
  - Parking, service and loading area acreage/spaces;
  - Project Floor Area Ratio (FAR);
  - Public open space and similar publicly-accessible feature acreage;
  - Descriptions and graphic representations suitable for conveying the overall development character and proposed architectural style of the proposed development; and
  - The relationship of the proposed development to existing development in the area, along the highway and to significant natural and built features in the area.
- g) A **Traffic Study** prepared by a licensed transportation planner or traffic engineer, documenting project traffic generation, impacts (including traffic noise) and proposed mitigations and modifications.
- h) A **Site Plan** prepared in accordance with the requirements of the County and the Development Standards specific to this section shall be approved and filed with the findings of fact as part of the approval. The site plan shall indicate at a minimum all major roads, site access roads, parking and service areas, trails and trail connections, major utilities, existing and proposed land uses, common area, open space, landscaping plan, a conceptual drainage plan and entrance locations on existing roads.
- i) A **statement of how the proposed development is consistent with the San Juan county Spanish Valley Area Plan and the San Juan County General Plan**; and
- j) **Other relevant information** that will support the application or as otherwise requested by County staff.

## 6) Development Standards

### Part 1 General Requirements

#### 1. Applicability

The following are general development standards applicable in the *Spanish Valley Overnight Accommodations Overlay*. The general development requirements of the underlying zone shall apply unless otherwise indicated.



## 2. Density and Heights

Maximum density and heights shall be no greater than that permitted in the underlying zone district.

## 3. Lots

- Typical Lot Dimensions. All lots of record shall be developed to meet established standards.
- Typical Lot Configuration. All lots shall front a public street unless otherwise approved.
- Lot Shape. To create regular, rectangular lots, side property lines shall be perpendicular to the vehicular right-of-way to the extent practical.

## 4. Lot Configuration

Primary uses should face the fronting roadway and configured in a fashion that responds to the context, including natural site conditions such as slope and topography. The intent is to carefully incorporate new development in a manner that fits the established character and form of the surrounding area, resulting in a unified appearance. Pedestrian and cycling amenities such as sidewalks, trails, dedicated corridors and similar features should be provided in a manner is coordinated with the needs of vehicles, resulting in holistic, safe and attractive circulation solutions.

## 5. Lot Access

### For Developments fronting U.S. Highway 191

The traffic and speed of vehicles on this roadway presents challenges for providing direct access to projects and for creating a walkable/bikeable street environment in the surrounding area. Direct access from the highway shall meet all ZUDOTY standards and requirements and be designed in a manner to connect directly to the proposed frontage roads along the highway.

### For Developments fronting all other roads

The use of small access roads, alleys and other appropriate access ways from the fronting road and/or from the sides and rear of properties is encouraged.

## 6. General Open Space Requirements

The following are requirements for provision of civic open space:

- Developments over 5 acres are required to provide a minimum of 5% total lot area as publicly-accessible open space. Developer shall work with County to determine the appropriate location and design of proposed open spaces.
- For developments under 5 acres, a minimum of 5% total lot area as publicly-accessible open space or contributions to the development of the same in other locations in the Spanish Valley will be used to ensure adequate open space is provided in the area.



## 7. Streets and Access Roads

### General Requirements.

- Address all modes of travel, including pedestrian traffic, bicycle, transit and vehicular traffic.
- Address all features of the access road and public road rights-of-way, including sidewalks, traffic lanes, bicycle lanes and medians.
- Provide adequate access for vehicles, pedestrians and cyclists pedestrians.
- Create access roads that are appropriate for their context and use that encourage travel at appropriate volumes and speeds.
- Create streets and access roads that reduce storm water runoff quantity and improve the quality of storm water runoff.
- Follow design specifications and standards defined by County Public Works.
- Variations from otherwise required road design standards may be approved where it is demonstrated that such exceptions will not be detrimental to the public health, safety and general welfare.

## 8. Road Design Standards

Variation from otherwise required road design standards may be approved where the applicant demonstrates that such exceptions will not be detrimental to the public health, safety and general welfare.

## 9. Bicycle Facilities

On-site bicycle accommodations should be provided as determined by County staff.

## 10. Storm Water Management

Incorporation of storm water management best practices, including Low-impact Development (LID) techniques within the access road right-of-way and parking design is required. Examples include incorporating drainage swales, slotted curbs, sub-surface sumps and French drains; and the use of permeable paving in parking areas.

## Part 2 Employee Housing, Affordable Housing and Mixed Use Requirements

### 1. General Conditions

All developments applying the *Spanish Valley Overnight Accommodations Overlay* must provide a significant mix of employee housing, affordable housing, commercial, retail, office, civic and similar uses to offset the impacts of hotel/motel projects.

A minimum of 30% of the space dedicated to the primary hotel/motel floor area shall be dedicated to mixed uses other than the primary hotel/motel use. The



required mixed uses may be designed and developed on-site or elsewhere in the general vicinity of the proposed development.

## **2. Design and Evaluation Criteria**

The following are general conditions that will result with a successful mixed-use development:

- A. Incorporates imaginative site and building design with a compatible mixture of land uses that encourage pedestrian, bicycle and other multi-modal access to the proposed development;
- B. Applies sensitive land use and site design that avoids the creation of incompatible land uses;
- C. Mitigates impacts that the project creates with respect to transportation, traffic, noise, public utilities, open space, recreation, public facilities and services, site circulation, solid waste disposal and recycling, water, sewer, storm drain and similar systems;
- D. Protects and preserves the natural environment to the maximum extent possible, including but not limited to conserving water to the greatest degree possible, protecting the water quality of the regional watershed, mediating storm water and floods, and protecting sensitive and critical natural lands and the protection of viewsheds.
- E. Preserves and/or creates open space and outdoor meeting places for the enjoyment of the San Juan County residents, employees of businesses located within the valley, and the general public;
- F. Provides publicly-accessible plazas, commons, greens, parks or civic buildings or spaces for social activity and assembly for the community;
- G. Incorporates a mix of employee housing and affordable housing types and ownership patterns;
- H. Includes uses that provide employment opportunities and under-provided goods and services;
- I. Provides a balanced mix of uses that reduce reliance on personal automobiles on a daily basis;
- J. Provides high-quality architectural and site design that is harmonious with the local context, the unique red rock setting and adjacent uses;
- K. Incorporates well-designed and laid-out access roads, parking lots, trails and pathways that are specifically designed for the convenience and safety of pedestrians and cyclists as well as for meeting the needs of vehicles; and
- L. The provision of clustered development to preserve open space and preserving critical viewsheds while still achieving an appropriate overall density for region.

## **3. Mixed Use Development Standards**

All development and design standards described in this chapter and elsewhere in the code shall apply, in addition to the following mixed-use specific standards:



- A. Generally-acceptable Uses: residential, commercial, recreational, retail, civic and open space
- B. Location of Uses: commercial shops, offices and civic uses shall be located on the ground floor adjacent to the street frontage, with hotel/motel and residential uses provided in all other locations; and
- C. Pedestrian-oriented Design Required: direct access to pedestrian-oriented services is required to promote pedestrian/bicycle uses in the development area.

### **Part 3 Architecture, Density, Massing and Form**

#### **1. General Conditions**

The following are the general physical characteristics of *OA-Hotel/Motel* uses, including associated mixed uses, within the overlay district.

- Each building or structure can house a variety of uses depending on the design concept and functional requirements of each development.
- All buildings constructed shall be permanent construction without a chassis, hitch, or wheels, or other features that would make the structure mobile, unless otherwise noted.
- Attached accessory structures are considered part of the principal structure.
- Detached accessory structures are permitted and shall comply with all setbacks except the following:
  - Detached accessory structures are not permitted in the front yard.
  - Detached accessory structures shall be located behind the principal structure in the rear yard.
  - Detached accessory structures shall not exceed the height of the principal structure.

#### **2. Building Siting**

- More than one principal structure permitted on a lot.
- All setback areas not covered by a building or parking must contain either landscape, patio space, public open space, or a sidewalk/trail.

#### **3. Building Height**

- See existing zone for minimum and maximum height limitations and requirements.
- See existing zone for minimum and maximum setback requirements.
- Ground stories uses facing the primary street must have a minimum interior height of 12' and a maximum of 14' to facilitate the incorporation of commercial and mixed uses.



#### 4. Building Layout and Configuration

- Ground stories facing the primary street must be occupied by uses other than overnight accommodations. Examples include retail, recreation, commercial, office and civic uses.
- Parking may be located within a building or as part of well-landscaped and buffered parking lots.

#### 5. Street View Requirements

- For uses located on the ground floor facing the primary fronting street(s), 60% Minimum Ground Story Transparency is required, measured floor to floor. Transparency is any glass in windows and/or doors, including any mullions, that is highly transparent with low reflectance.
- Air conditioning units and similar mechanical requirements should be avoided on rooftop locations, and fully-screened from view when unavoidable.
- Blank Wall Limitations are required on all facades facing the primary street. No rectangular area greater than 30% of a story's facade, as measured from floor to floor may be windowless, and no horizontal segment of a story's facade greater than 10 feet in width may be windowless, unless otherwise approved.
- A mix of entrance types may be utilized, aligned with the overarching architectural theme or concept. All buildings must have an easily-discernable Principal Entrance located on the primary street side of the principal building.
- Street Entrances – the minimum number and maximum spacing between entrances on the ground floor building facade with street frontage to match a clear development design theme or concept is required.
- Vertical Facade Divisions - the use of a vertically oriented expression lines or form to divide the facade into increments that enhance the design concept are required. Acceptable elements may include columns, pilasters, scoring lines and other continuous vertical features at least 1.5" in width.
- Horizontal Facade Divisions - the use of significant shifts in the façade every 45' at minimum to divide portions of the façade into horizontal divisions. Major dividing elements should be integral to the architectural layout and form of the structure, with minor delineations encouraged through the uses of expressions lines in the form of cornices, belt courses, string courses, or other continuous horizontal divisions.

#### Part 4 Additional Design Requirements

The following outlines the district design guidelines that affect a building's appearance and district cohesiveness. They improve the physical quality of buildings, enhance the pedestrian experience, and protect the character of the neighborhood.



## 1. Materials and Color

- Primary Facade Materials. 80% of each facade shall be constructed of primary materials. For facades over 100 square feet, more than one material shall be used to meet the 80% requirement.
- Permitted primary building materials will include high quality, durable, natural materials such as brick and stone; wood lap siding; fiber cement board lapped, shingled, or panel; metal siding; glass. Other high quality synthetic materials may be approved as part of a unified theme or design concept.
- Secondary Facade Materials are limited to details and accents. Examples include gypsum reinforced fiber concrete for trim and cornice elements; metal for beams, lintels, trim; and exterior architectural metal panels and cladding.
- Exterior Insulation and Finishing Systems (EIFS) is permitted for trim only or on upper floor facades only.
- Acceptable Roof Materials include 300 pound or better, dimensional asphalt composite shingles, metal tiles or standing seam, slate, and ceramic tile. Other roof materials may be considered for approval.
- Color - main building colors shall be complementary to existing buildings in the area, the surrounding landscape and visual backdrops.
- Appropriate Grade of Materials. Commercial quality doors, windows, and hardware shall be used throughout the district.

## 2. Windows, Awnings and Shutters

- Windows - all upper story windows of overnight accommodation, mixed use and associated buildings shall be recessed and double hung.
- Plastic awnings are not permitted. Awning types and colors for each building face shall be coordinated.
- If installed, shutters, whether functional or not, shall be sized for the windows. If closed, the shutters shall not be too small for complete coverage of the window. Shutters shall be wood.

## 3. Balconies

- Balconies shall be a minimum of six feet deep and five feet wide.
- Balconies that are not integral to the facade shall be independently secured and unconnected to other balconies.
- A maximum of 40% of the front and corner side facades, as calculated separately, may be covered with balconies, including street-facing railing and balcony structure.

## 4. Treatments at Terminal Vistas

- When a street terminates at a parcel, the front or corner side of a building or a significant landscape feature, whether fronting a Primary Street or not, shall terminate the view.



## 5. Building Variety

Building design shall vary between vertical facade divisions, where required per the Building Types, and from adjacent buildings by the type of dominant material or color, scale, or orientation of that material and at least two of the following:

- The proportion of recesses and projections.
- The location of the entrance and window placement, unless storefronts are utilized.
- Roof type, plane, or material, unless otherwise stated in the Building Type requirements.

## 6. Drive-through Uses

- Drive-through structures and uses are not allowed.

## Part 5 Open Space

To provide open space as an amenity that promotes physical and environmental health to project uses and the community, with a primary function of providing access to a variety of active and passive open space types.

### 1. General Requirements

Developments over 5 acres are required to provide a minimum of 5% total lot size as publicly-accessible and usable civic open space. Developer shall work with San Juan County to determine the best and most appropriate location of open space. For parcels under 5 acres, impact fees and other funding will be used as mechanisms to ensure adequate open space is provided.

All open space provided shall comply with one of the Open Space Types that follow:

- Plaza – a formal, medium-scale (0.5 to 1.5 acre) gathering place for civic, social, and commercial purposes. May contain a greater amount of impervious coverage than other open space types. Special features, such as fountains and public art installations, are encouraged.
- Square - a medium-scale (1 to 2 acre) open space to gather for civic, social and commercial purposes. Squares are rectilinear in shape and are bordered on all sides by a vehicular right-of-way, which together with building facades creates its definition.
- Green – an informal, medium scale (0.25 to 2.0 acre) park with active or passive recreation amenities for neighborhood residents within walking distance; mainly fronted by streets.
- Pocket Park – a small-scale (.5 to 1.5 acre) open space, that is primarily designed to accommodate a range of active and passive recreation and gathering space uses, primarily local neighbors and residents within walking distance.



- Local and Neighborhood Parks – medium to large (3-acre to 10 acre) parks that accommodate both active and passive recreational amenities for local residents and the larger community. Parks have primarily natural plantings and are frequently formed around an existing natural feature such as a water body or stands of trees.
- Regional Parks – large parks typically at least 50-acres in size to accommodate both active and passive recreational activities for local residents and the surrounding community. These parks are typically the site of major recreational features such as sports complexes, aquatic centers, recreation centers and similar amenities. They should be well linked with the surrounds and settings, linked with regional and local trail systems, and primarily utilize natural plantings.
- Greenway – long and linear open spaces that serve to enhance connectivity between open space types and other uses. Greenways often follow a natural feature, such as a river, stream, ravine, or man-made feature, such as a vehicular right-of-way. A greenway may border other open space types.

## **Part 6 Landscape Standards**

The landscape standards outlined in this section are designed to meet the following goals:

- To provide suitable outdoor settings;
- To increase the compatibility of adjacent uses and minimize the adverse impacts created by adjoining or neighboring uses.
- To provide responsible and environmentally-appropriate green spaces and infrastructure through the use of water efficient landscape design techniques, tools and standards.
- To shade large expanses of pavement and reduce the urban heat island effect.

### **1. Applicability**

Landscapes, trees and buffers shall be installed as detailed in this section and detailed elsewhere in the county code.

### **2. Water Efficient Landscaping**

Refer to Spanish Valley Water Efficient Landscape Requirements.

### **3. General Landscape Installation Requirements**

The installation of landscaping shall adhere to the following standards.

- National and Regional Standards. Best management practices and procedures according to the nationally and regionally accepted standards shall be practiced. All landscaping and trees shall be installed in conformance with the practices and procedures established by the most recent edition of the American Standard for Nursery Stock (ANSI Z60.1) as published by the American Association of Nurserymen.



- Maintenance and Protection – all landscaping and trees shall be maintained according to the most recent edition of the American National Standards Institute, including its provisions on pruning, fertilizing, support systems, lighting protection, and safety.
- Installation – landscaping shall be fully installed prior to the issuance of a certificate of completeness.
- Condition of Landscape Materials shall be:
  - Healthy and hardy with a good root system.
  - Chosen for its form, texture, color, fruit, pattern of growth, and suitability to local conditions.
  - Tolerant of the natural and man-made environment, including tolerant of drought, wind, salt, and pollution.
  - Appropriate for the conditions of the site, including slope, water table, and soil type.
  - Protected from damage by grates, pavers, or other measures.
  - Plants that will not cause a nuisance or have negative impacts on an adjacent property.
  - Species native or naturalized to San Juan County region, whenever possible.
- Minimal use or no use of lawns, turf and similar water-craving landscapes is required.

#### **4. Irrigation Systems**

Permanent irrigation, beyond establishment, is required and shall adhere to the following standards.

- All irrigation systems shall be designed to minimize the use of water, as detailed in the San Juan County water-conserving landscape ordinance. The use of drip, emitter, bubbler and other water-conserving irrigation systems are required,

#### **5. Landscape Maintenance**

All landscaping shall be maintained in good condition at all times to ensure a healthy and orderly appearance.

- All required landscape shall be maintained to adhere to all requirements of this ordinance.
- Replacing Unhealthy Landscaping. Unhealthy landscaping shall be replaced with healthy, live plants by the end of the next applicable growing season. This includes all plant material that shows dead branches over a minimum of 25% of the normal branching pattern.
- Maintenance Responsibility. The owner is responsible for the maintenance, repair, and replacement of all landscaping, screening, and curbing required herein.



- Maintain Quality and Quantity. Maintenance shall preserve at least the same quantity, quality, and screening effectiveness as initially installed.
- Fences and Other Barriers. Fences, walls, and other barriers shall be maintained in good repair and free of rust, flaking paint, graffiti, and broken or damaged parts.
- Tree topping is not permitted.

#### **6. Frontage, Side and Rear Buffers**

The purpose of frontage buffers is to lessen the visual impact of vehicular areas visible from the street and adjacent properties. Side and rear buffers minimize the impact that the overnight accommodation development may have on neighboring zones and districts. These should include a landscape design that is engaging, beautiful and appropriate for the specific setting and context. Plants should include a range of perennials, decorative grasses and small shrubs as appropriate for reducing the visual impact of vehicular areas visible from the street while also meeting San Juan County Water Efficient Landscaping requirements.

#### **7. Interior Parking Lot Landscape**

The intent is to provide shade, minimize paving and associated storm water runoff, and improve the aesthetic look of parking lots. Internal areas not dedicated to parking or drives shall be landscaped with a minimum of one medium or large shade tree for the first 150 square feet and one medium or large shade tree for every 650 sf thereafter.

- Each parking space must be located within 50' of a tree planted within parking lot interior. Minimum of 1 shade tree must be planted within parking lot interior or within 4' of parking lot's edge for every 3 parking spaces.
- Within 20 years of tree installation, 30% of the interior of the parking lot should be shaded by tree canopy. Shade Structure Requirements
- Attractive and well-designed shade structures should be considered an acceptable alternative for meeting the tree shade goal for up to 50% of the interior parking lot requirements.

### **Part 7 Parking Requirements**

The parking standards outlined in this section are in addition to currently established standards for the hotel/motel development, and should meet the following goals:

- Ensure an appropriate level of vehicle parking, loading, and storage to support a variety of land uses.
- Provide appropriate site design standards to mitigate the impacts of parking lots on adjacent land uses and zoning subdistricts.
- Provide specifications for vehicular site access.



### 1. General Requirements

- Off-street parking spaces shall be provided in conformance with established site design requirements.
- Required Accessible Parking - parking facilities accessible for persons with disabilities shall be in compliance with or better than the standards detailed in the state Accessibility Code, including quantity, size, location, and accessibility. Required Bicycle Parking.
- Bicycle Parking areas required as described below.

### 2. Mixed-Use Parking Reductions

The following reductions may be applied depending on the amount and specific mix of uses.

- Shared Vehicular Parking - an arrangement in which two or more non-residential uses with different peak parking demands use the same off-street parking spaces to meet their off-street parking requirements. Through review of the site plan, up to 100% of the parking required may be waived.
- In order to approve a shared parking arrangement, it must be proved that there is no substantial conflict in the principal operating hours of the uses for which the sharing of parking is proposed.

### 3. Bicycle Parking Design

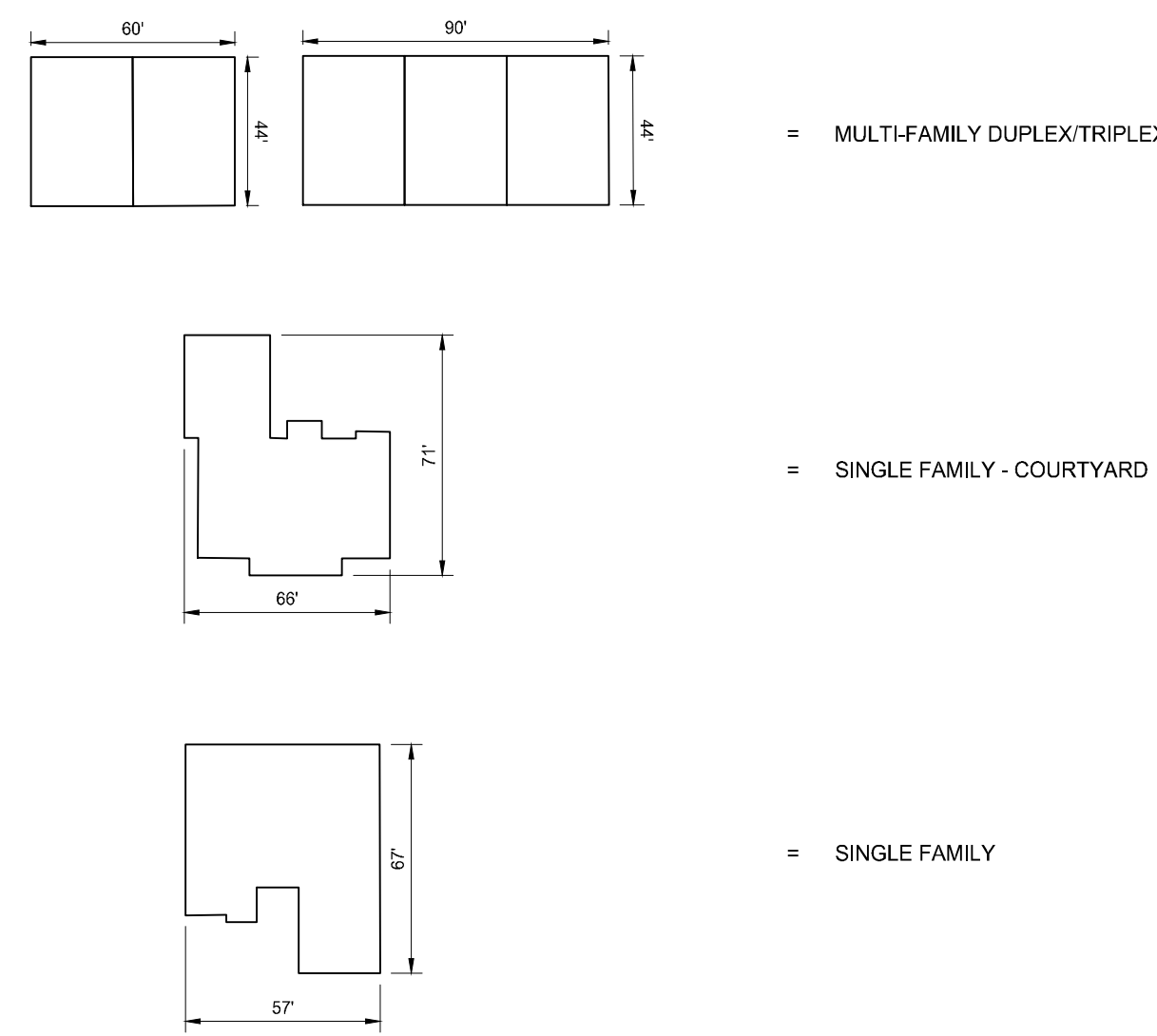
Bicycle parking shall be designed and located as follows.

- Required bicycle parking spaces shall have minimum dimensions of two feet in width and six feet in length.
- An aisle a minimum of five feet wide shall be provided behind bicycle parking facilities to allow for maneuvering.
- A minimum of two feet shall be provided beside each parked bicycle to allow access. This access may be shared by adjacent bicycles.
- Racks shall be installed a minimum of two feet from any wall or other obstruction. Bicycle parking should be located within 50 feet of the entrance of the use.
- Bicycle parking facilities shall be separated from vehicular parking areas to protect parked bicycles from damage. The separation may be accomplished through grade separation, distance or physical barrier, such as curbs, wheel stops, poles or other similar features.
- Racks and Structures shall be provided for each unprotected parking space and shall be designed to accommodate both chain and U-shaped locking devices supporting the bicycle frame at two points.



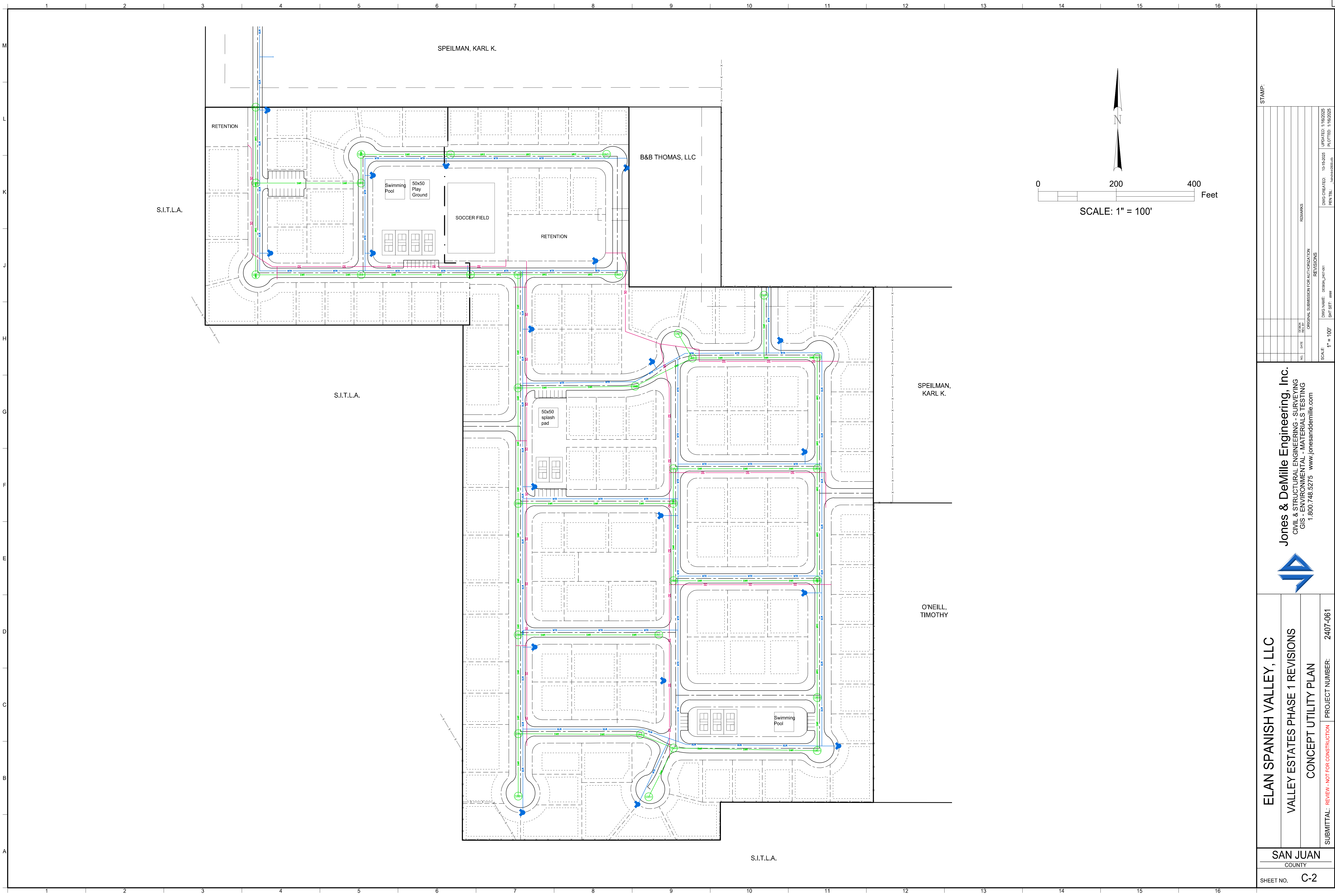






SAN JUAN  
COUNTY  
SHEET NO. C-1





STAMP:			
REVISIONS		REMARKS	
NO.	DATE	DESCRIPTION	REVISIONS
ORIGINAL SUBMISSION FOR APPROVAL			
SCALE: 1" = 100'			
DWG NAME: ELAN_SPANISH_VALLEY		DATE: 10-15-2025	PLOTTED: 11/03/2025
SHEET SET: 0000		PER: JLD	DESIGNED: JLD



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ELAN SPANISH VALLEY, LLC		SUBMITTAL: REVIEW - NOT FOR CONSTRUCTION	PROJECT NUMBER: 2407-061
VALLEY ESTATES PHASE 1 REVISIONS			
CONCEPT UTILITY PLAN			





Multi-family units

Concept A:  
Modern desert with Nordic influences. Pitched roofs, a highly curated color and material palette. Open concept plans created to maximize indoor/outdoor living, health and wellness and enjoyment of activities conducive to the landscape of Moab and its natural wonders.



Single Family Homes





# Valley Estates Moab Utah concept B



## Multi-family units

### Concept B.:

Modern desert with mid century influences. Flat roofs, a highly curated color and material palette. Open concept plans created to maximize indoor/outdoor living, health and wellness and enjoyment of activities conducive to the landscape of Moab and its natural wonders.



## Townhomes



## Single Family Homes



**DEVELOPMENT AGREEMENT**

*Valley Estates  
Subdivision*

Spanish Valley, San Juan County, Utah

Owner/Applicant: Elan Spanish  
Valley, LLC

345 S Garden Grove Ln, Ste 100  
Pleasant Grove, UT 84062

801-316-4301

April \_\_\_\_, 2025 Final Adopted



This Development Agreement for the Valley Estates Subdivision ("Development Agreement") is approved this        day of April, 2025, by the duly elected County Commission ("County Commission") of San Juan County, Utah ("County"), a political subdivision of the State of Utah, whose address is 117 South Main, Monticello, Utah 84535, between the County and Elan Spanish Valley Estates, LLC, a Utah limited liability company ("Owner") whose address is 345 S Garden Grove Ln, Ste 100, Pleasant Grove, UT 84062. The Owner is the owner of certain real property, as identified by Exhibit A ("Subject Property").

## SECTION 1: FINDINGS

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The County Commission makes the following findings in approving this Development Agreement:

- 1.1. Owner is the fee owner of the Subject Property, as identified by the property records maintained in the office of the San Juan County Recorder.
- 1.2. The Subject Property is approximately 48.81 acres, as more particularly described by Exhibit A.
- 1.3. The Owner desires to develop the Subject Property as a residential community with amenities on the Subject Property, as more fully identified herein ("the Project").
- 1.4. On April 17, 2018, the County adopted the Spanish Valley Area Plan ("Spanish Valley Plan") that established various public policies for the unincorporated areas of the Spanish Valley. The Spanish Valley Plan identifies the Subject Property as suitable for the creation of a Residential Flex Planned Community.
- 1.5. The County has adopted the San Juan County Land Use Spanish Valley Ordinances ("Spanish Valley Ordinance"), a land use ordinance for the Spanish Valley.
- 1.6. The Spanish Valley Ordinance provides various zoning districts, including the Spanish Valley Planned Community and Spanish Valley Residential Flex Planned Community, and divides the unincorporated areas of the Spanish Valley into zone districts pursuant to the County Land Use, Development, and Management Act, Utah Code Annotated, 1953, as amended ("the Act").
- 1.7. The Spanish Valley Ordinance also provides various standards and requirements for the establishment and operation of uses and activities allowed within each zoning district and further provides procedures and requirements for the division of all lands located in the Spanish Valley.
- 1.8. The Owner is contemplating presenting to the County various Land Use Applications to create the Valley Estates residential community, including necessary land use and subdivision applications, with required supporting information and materials.
- 1.9. The Owner is committed to providing all uses and activities occurring on the Subject Property to the highest standards to create a residential community and has proposed to develop the Subject Property consistent with a Community Structure Plan provided by the Owner to the County, and attached hereto as Exhibit B.



1.10. The San Juan County Planning Commission ("Planning Commission") previously considered a zoning district designation for the Subject Property and forwarded a positive recommendation to the County Commission on October 25, 2023 to rezone the Subject Property Residential Flex, and on December 14, 2023, the Planning Commission considered and recommended the Subject Property be approved for Spanish Valley Overnight Accommodations Overlay.

1.11. The Residential Flex rezone application provided,

- The Subject Property falls within the Spanish Valley Ordinances' definition for Central Development Areas:
  - These are the flattest, least sensitive, and easiest-to-develop sites in the Spanish Valley, which makes them suitable for a wide range of residential and park/open space uses. These are the preferred areas for locating higher residential density and mixed-use neighborhood centers, where a mix of residential, locally scaled commercial and civic services will be provided. 4-5 residential units/ERUs per acre.
- The San Juan County Spanish Valley Area Plan (April 17, 2018) recommends that, "...development should be implemented sequentially from north to south as part of a rational extension of municipal water and sewer services (Phases 1-6)." (p. 33)
- The Subject Property lies within Phase 1 of the SUMMARY OF LAND USE PHASING ASSUMPTIONS table which anticipates that Phase 1 properties will be developed first, within the next 0-10 years (written in 2018), and that these properties will draw from the existing 5,000 acre-feet of water supply. (p.36)
- This application to rezone approximately 45.5 acres ["Subject Property"] to the Spanish Valley Residential Flex is requested to accommodate a large-scale planned development, in accordance with the San Juan County Spanish Valley Development Ordinances of the San Juan County Zoning Ordinance, dated September 13, 2019.
- The proposed permitted and uses for the Valley Estates (Subject Property) include a range of lots consisting of single family, duplex, live/work/play townhomes.
- The rezone would allow for no additional density changes.
- The current preliminary layout includes a mix of single-family lots, duplex lots (up to 192 units/lots). It will have direct walkways and byways that connect to SITLAs plan for parks and access.
- The major utilities (gas, water, sewer, electric) are at, or near, the property boundary.

1.12. The County Commission, acting as the County's legislative body, and following the receipt of a Planning Commission recommendations approved the zoning district designations on November 7, 2023 and January 2, 2023, respectively.

1.13. The County Commission has approved this Development Agreement based on its determination that the Subject Property requires a comprehensive and coordinated Community Structure Plan, as identified by the Spanish Valley Ordinance, for the establishment of all uses and activities occurring on the Subject Property, and to achieve the goals of the County and the Owner.

1.14. The County Commission finds that this Development Agreement contains provisions required by the Spanish Valley Ordinance, including compliance with all applicable requirements of Chapters 2 & 3 of the Spanish Valley Ordinance.



1.15. This Development Agreement, and all Exhibits attached hereto, identify the current condition of the Subject Property, promote the goals of the County and the Owner, and provide for the Owner's construction of those infrastructure, facilities, services and other amenities, benefits, and improvements necessary to meet the needs of the Subject Property in a coordinated and timely manner.

1.16. The County Commission finds this Development Agreement:

- 1.16.1. Is consistent with applicable provisions of the County's Spanish Valley Plan.
- 1.16.2. Conforms to applicable provisions of the Spanish Valley Ordinance.
- 1.16.3. Will better preserve the Subject Property and surrounding properties by integrated planning and design than would be possible under other zoning regulations.
- 1.16.4. Development of the Subject Property will contribute positively to the County's long-term economic stability, and
- 1.16.5. The infrastructure plan will not be detrimental to the County's health, safety, and welfare.



## SECTION 2: PURPOSES

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The County Commission approved this Development Agreement to advance the public goals and policies of the County and to promote coordinated, consistent, and efficient decision-making and administration for all matters governed by this Development Agreement including, but not limited to, the following:

- 2.1. To achieve the vision and goals of the County and Owner.
- 2.2. To achieve the goals and policies of the Spanish Valley Plan, including the creation of a Residential Flex Planned Community for the Subject Property.
- 2.3. To achieve the purposes of the Spanish Valley Residential Flexed Planned Community District to provide "a wide-range of residential uses, including single-family, multi-family, townhomes, employee housing" (Chapter 3, Spanish Valley Ordinance).
- 2.4. To provide the Owner with certain assurances related to the development of the Subject Property, as allowed by the Spanish Valley Residential Flexed Planned Community District, subject to compliance with all applicable local, State, and Federal laws, rules and regulations.
- 2.5. To establish clarity related to the development standards and regulations applicable to the Subject Property.
- 2.6. To identify the responsibilities of the County and the Owner-related to Land Use Applications for the Subject Property, and all portions thereof, the provision of necessary and required infrastructure and services, and the issuance of all necessary and related Land Use Permits and Building Permits.
- 2.7. To promote regular communication and coordination and to facilitate efficient decision-making by the County and the Owner on various matters related to the Subject Property and to achieve the goals and vision of the County and the Owner.
- 2.8. To facilitate communications and coordination with Local, State, and Federal agencies to the extent necessary to achieve the purposes of this Development Agreement and the Community Structure Plan.
- 2.9. To require and promote communication and coordination with all service providers as necessary, for the timely provision of necessary infrastructure, services, and amenities for the Subject Property.
- 2.10. To allow the Owner to voluntarily provide amenities, improvements, services, and facilities, as more fully described herein, for the benefit of the Subject Property, the County, and the Owner.



**SECTION 3: APPROVAL**

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- 3.1. Upon receipt, full consideration and approval of the Planning Commission's recommendations for the zoning district designations for the Subject Property, and in consideration of the mutual goals of the County and the Owner, the County Commission approved this Development Agreement based upon the findings and purposes set forth herein.



## SECTION 4: SUBJECT PROPERTY DESIGNATION, PROVISIONS, AND REQUIREMENTS

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### 4.1. MANAGEMENT CODE DESIGNATION

4.1.1. The Subject Property is identified as "Residential Flex Planned Community" by the Spanish Valley Ordinance.

4.1.2. Consistent with the Spanish Valley Plan, and upon the execution of this Development Agreement by the County and the Owner, and upon the completion of all noticing as required by law and recordation of this Development Agreement in the Office of the San Juan County Recorder, the Subject Property shall be identified as a Residential Flex Planned Community (RFPC) of the Spanish Valley Ordinance, such zoning district being specifically identified as Residential Flex Planned Community District - Valley Estates ("RFPC-Valley Estates"), such district to remain in place and in effect during the term of this Development Agreement, unless changed by affirmative action of the County Commission, complying with the terms of this Development Agreement and all procedural and noticing requirements of Utah law as required for a land use ordinance amendment.

4.1.3. The County and the Owner agree that various Land Use Application approvals, land Use Permits, and Building Permits will be required to implement this Development Agreement. All land Use Applications shall be reviewed and decided by the County, and all land Use Permits and Building Permits shall comply with all applicable requirements of this Development Agreement and the Spanish Valley Ordinance, as applicable. If the Development Agreement and Spanish Valley Ordinance should contradict, the Development Agreement shall control. If the Development Agreement does not address an issue, the Spanish Valley Ordinance shall govern.

### 4.2. CONCEPTUAL LAND USE PLAN AND DENSITY ENTITLEMENTS

4.2.1. The Community Structure Plan identifies the conceptual locations for each of the land use categories proposed for the Project.

4.2.2. The County and the Owner agree that all Land Use Application approvals and all Land Use Permits and Building Permits must be generally consistent with this Development Agreement and the Community Structure Plan.

4.2.3. Consistent with the maximum RDUs available and subject to compliance with the requirements of this Development Agreement, including Section 4.3.2 and Section 4.3.3, the Owner is entitled to have and the Community Structure Plan shall permit a maximum of 192 RDUs, as defined herein, on the Subject Property without any maximum square footage limitation on the floor area of a single-family residential dwelling.

4.2.4. Residential Dwelling Unit ("RDU") is defined as a building, or a unit within a multi-family building, containing one or more kitchens and one or more other rooms comprising a dwelling, and including areas for living and sleeping, designed to be used for human occupancy, and complying with all applicable provisions of the Building Codes and County Land Use Ordinances. Detached garages, sheds and other structures ("accessory buildings") without living space do not require or utilize additional RDUs.

4.2.5. The County and the Owner agree that the Total Units as shown on the Community Structure Plan shall include single family and multi-family units designated on the Community Structure Plan are estimates but total RDUs shall not exceed 192 RDUs.

4.2.6. The Community Structure Plan and Exhibit C, may be modified by mutual agreement by the County and the Owner from time-to-time, as additional information becomes available or as circumstances change, by complying with the procedures applicable to a Development Agreement amendment, as provided by Section 7.5.2 herein.



#### 4.3. ALLOWED USES

4.3.1 **Exhibit C** establishes the design standards for the Subject Property.

4.3.2 Notwithstanding Section 4.2.4 and Section 4.2.S, the maximum number of RDUs permitted on the Subject Property shall be limited by the existing or reasonably planned capacity of:

- a. Culinary water facilities and services;
- b. Sanitary sewer facilities and services;
- c. Fire protection facilities and services; and
- d. Storm drainage and flood control facilities and services.

4.3.3 The determination of available, or planned, capacity for each item contained in Section 4.3.4 shall be made by the applicable Authority, as defined herein, and in consultation with the Owner and the service provider, as applicable, and based on level of service standards as established by Federal, State, or local agencies, as applicable.

4.3.4 Except for Section 4.3.2 and Section 4.3.3 and all applicable Federal, State, and local laws found necessary to protect the public health and safety, nothing in this Development Agreement shall be interpreted to modify or limit the density and use entitlements provided by Section 4.2.3 and Section 4.2.5.

#### 4.4. DEVELOPMENT AGREEMENT, BUILDING CODES, ENGINEERING AND CONSTRUCTION STANDARDS, AND HEALTH CODES, AS ADOPTED TO APPLY. The review and approval of all land Use Applications, and the issuance of all land Use Permits and Building Permits for the Subject Property, or any portion thereof, shall comply with the following:

4.4.1 All land Use Permits shall comply with all applicable requirements of this Development Agreement and the Spanish Valley Ordinance, as applicable.

4.4.2 All Building Permits shall comply with all requirements of the County's Building Codes, as applicable, and in effect at the time a Building Permit Application is determined complete, as provided by the Act.

4.4.3 All Land Use Permits shall comply with the requirements of the adopted Spanish Valley Ordinance, as may be applicable, provided that such requirements do not conflict with the terms and provisions of this Development Agreement, but shall not be interpreted or applied so as to modify or limit the density and use entitlements provided by Section 4.2.5 and Section 4.2.6 herein.

4.4.4 All land Use Permits shall comply with all County engineering and construction standards, as applicable, and in effect at the time a land Use Application is determined complete, as provided by the Act.

4.4.5 All land Use Permits, and all Building Permits, shall comply with all requirements of the Weber-Morgan Health Department, as applicable, and in effect at the time a land Use Permit and/or Building Permit application is determined complete.

4.4.6 All applicable state and federal laws.

#### 4.5. PROVISION OF REQUIRED INFRASTRUCTURE AND SERVICES, LAYOUT, AND DESIGN STANDARDS. The County acknowledges that the Community Structure Plan is conceptual and the Project will be completed in phases. The County and the Owner mutually agree as follows:

4.5.1 The exact location and the accurate legal description of each phase shall be



determined by the Owner, based on the logical and efficient extension of all necessary infrastructure and services at the time a land Use Application is determined complete, as provided by the Act, and subject to compliance with the Site Planning and Development Standards and the approval of the County in connection with the review of the applicable Land Use Application. The overall phasing for the Project may be modified based on market conditions and other economic factors, as well as the logical and efficient extension of infrastructure and services to the Project and each Development Area.

4.5.2 The Site Planning and Development Standards, contained in **Exhibit C**, shall apply to the Subject Property and each portion thereof.



## SECTION 5: REQUIRED INFRASTRUCTURE, FACILITIES AND SERVICES AND COUNTY AND OWNER RESPONSIBILITIES

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5.1 NON-PUBLIC RIGHTS-OF-WAY INCLUDING ROADS, STREETS, AND APPURTENANT FACILITIES. The Owner will construct private and other non-public roads, streets, and appurtenant facilities within the Project. For such non-public roads, streets, and appurtenant facilities, the County and the Owner agree as follows:

5.1.1 Such roads, streets, and appurtenant facilities shall be private roads, streets, and appurtenant facilities and shall remain owned and controlled by the Owner, an appropriate district or a private body organized by the Owner (e.g., an association of property owners with authority to levy assessments against its members for operational costs), with all obligations for the maintenance, repair and replacement of such private roads, streets, and appurtenant facilities, including snow removal, remaining with the Owner, such district or private body organized by the Owner.

5.1.2 Emergency access easements will be established over private roads and streets for access by law enforcement, fire and other emergency services. Entrances and exits to and from the Subject Property may be, at Owner's discretion, secured by gates, guard houses or other means, provided that reasonable accommodations are made so that entrances, exits and private roads within the Subject Property are accessible to emergency service vehicles.

5.1.3 Neither the Utah Department of Transportation ("UDOT") nor the County shall have any obligations related to any private roads, streets, roadway side swales or drainages and appurtenant facilities, now or in the future, located on the Subject Property, or any portion thereof. Non-public roads and streets shall be constructed in compliance with the applicable San Juan County road construction standards and specifications applicable to private roads and streets.

5.1.4 To recognize all established legal public rights-of-way and public rights of access and all other legal accesses over the Subject Property to public or private properties adjacent to the Subject Property, or any portion thereof.

5.2 OPEN SPACE. Consistent with the vision and goals of the Owner to create a private residential community, an important element of the Community Structure Plan is the preservation of significant Open Space areas. The Owner has agreed that approximately [REDACTED] acres of the Subject Property will be preserved as Open Space, as conceptually identified on the Community Structure Plan.



**SECTION 6: BEST MANAGEMENT PRACTICES**

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The Owner agrees to apply best management practices to all uses and activities occurring on the Subject Property, and any portion thereof, including but not limited to, the following:

6.1. Soil Protections and Erosion Control. The Owner agrees to establish and require soils and erosion control best management practices, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.

6.2. Water Quality Protection. The Owner agrees to establish surface and ground water quality protections, as may be identified by the County, the Owner, or any State or Federal agency for the Subject Property, or any portion thereof.



## SECTION 7: GENERAL TERMS AND CONDITIONS

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### 7.1. INCORPORATION OF EXHIBITS

- 7.1.1. All Exhibits, as attached hereto, are incorporated into this Development Agreement by this reference.

### 7.2. AUTHORITY

- 7.2.1. The Owner warrants and represents that the Owner owns or controls all right, title and interest in and to all property located within the Subject Property and that no portion of said property, or any right, title, or interest therein has been sold, assigned, or otherwise transferred to any other entity or individual.
- 7.2.2. The Owner warrants and represents that to the best of its knowledge no portion of the property located within the Subject Property is subject to any lawsuit or pending legal claim of any kind.

### 7.3. MUTUAL DRAFTING.

- 7.3.1. Both the County and the Owner have participated in drafting this Development Agreement and therefore no provision of this Development Agreement shall be construed for or against the other based on whether the County or the Owner drafted any particular portion of this Agreement.

### 7.4. GOVERNING LAW AND COURT REVIEW

- 7.4.1. This Development Agreement shall be governed by and construed in accordance with the laws of the County and the State of Utah.
- 7.4.2. The County and the Owner may enforce the terms of this Development Agreement as allowed by State and Federal laws.
- 7.4.3. An interpretation or evaluation of any provision of this Development Agreement by a court of competent jurisdiction shall be made by considering this Development Agreement in its entirety. No provision shall be interpreted or evaluated separately or in isolation from all other provisions of this Development Agreement for the purposes of determining compliance with applicable State and Federal law.

### 7.5. ENTIRE AGREEMENT AND AMENDMENT

- 7.5.1. This Development Agreement, together with all Exhibits hereto, constitutes the entire Development Agreement. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this agreement or subsequent amendments hereto.
- 7.5.2. Development Agreement Amendments; Major vs. Minor Amendments.
- a. Major Amendment. The term "Major Amendment" means any change to this Development Agreement that: (i) constitutes an amendment to the County Spanish Valley Plan, (ii) changes the zoning designation of the Subject Property, (iii) modifies the Table of Permitted Uses, or (iv) modifies the boundaries of a designated Development Area and results in a net addition of more than 100 acres to such Development Area.
  - Minor Amendment. The term "Minor Amendment" means any amendment to this Development Agreement that does not constitute a Major Amendment.
  - b. The County and Owner agree that any Major Amendment to this Development Agreement, including any Exhibits hereto, shall only be made by following the procedures and notice required for an amendment to a County land Use Ordinance, as required by the Ordinances of the County.
  - c. The County and Owner agree that any Minor Amendment to this Development



Agreement, including any Exhibits hereto, may be submitted to the land Use Authority designated in Section 9.7.2 for review and approval, without the need for a public hearing. Upon approval of any Minor Amendment by the Land Use Authority, the amendment shall be recorded in the Office of the San Juan County Recorder.

#### 7.6. RESERVED POLICE AND LEGISLATIVE POWERS

- 7.6.1. Subject to Section 9.13, Nothing in this Agreement shall limit the future exercise of the police power by the County in enacting zoning, subdivision, development, transportation, environmental, open space, and related land use plans, policies, ordinances and regulations after the date of this Agreement. Notwithstanding the retained power of the County to enact such legislation under its police power, such legislation shall not modify the Developers' vested right as set forth herein unless facts and circumstances are present which meet the exceptions to the vested rights doctrine as set forth in Western Land Equities, Inc. v. City of Logan, 617 P.2d 388 (Utah, 1988), its progeny, or any other exception to the doctrine of vested rights recognized under state or federal.
- 7.6.2. Nothing contained in this Development Agreement constitutes a waiver of any governmental immunity and protections afforded the County by State or Federal law.

#### 7.7. ADMINISTRATIVE INTERPRETATIONS AND ACTIONS

- 7.7.1. The singular includes the plural; the male gender includes the female; "shall" is mandatory, "may" is permissive.
- 7.7.2. In the event of a question of interpretation of any provision or requirement of this Development Agreement, the Planning and Development Services Department Director or other County staff member or administrative body designated by ordinance to interpret land use ordinances generally in the County, is hereby designated as the Land Use Authority to consider the provision or requirement that is the subject of interpretation. The Land Use Authority, after full and reasonable consideration, shall issue an opinion as to the correct interpretation.
- 7.7.3. The Planning and Development Services Department Director, is identified as the County representative with the responsibility to interpret and administer this Development Agreement on behalf of the County. The Planning and Development Services Department Director, or the Director's designee, is authorized to take the administrative actions necessary to efficiently carry out and implement this Development Agreement on behalf of the County.
- 7.7.4. The administrative actions of the Planning and Development Services Department Director, provided by Section 9.7.4 shall not be interpreted or have the effect of constituting an amendment to this Development Agreement.

#### 7.8. DEVELOPMENT AGREEMENT TO RUN WITH THE LAND

- 7.8.1. Within thirty (30) business days of approval by the County Commission this Development Agreement shall be recorded in the Office of the San Juan County Recorder against the Subject Property, as described in Exhibit A, and shall run with the land, and shall be binding on the Owner, and all future successors and assigns of the Owner in any portion of the Subject Property. The benefits of this Development Agreement shall inure to successors-in-interest and subsequent owners, subject to transfer and assignment in accordance with Section 9.9.

#### 7.9. ASSIGNMENT

- 7.9.1. The Owner shall not assign this Development Agreement, or any provisions, terms, or conditions hereto to another party, individual, or entity without assigning the rights as well as the obligations, and without the prior written consent of the County Commission, which shall not be unreasonably withheld or delayed. Said assignment shall be subject to review by the County, which is intended to provide assurances that the assignee possesses sufficient ability to assume the provisions, terms, and conditions of this Development Agreement. Any



proposed assignee who possesses the financial wherewithal and sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement shall be a permitted assignee, and the assigning Owner shall be released of all duties and obligations under this Development Agreement relating to that portion of the Subject Property transferred to an approved assignee.. If the County reasonably determines that the assignee does not have the financial wherewithal or sufficient ability to assume and carry out the provisions, terms and conditions of this Development Agreement, a portion of this Development Agreement may still be assigned to such assignee but the Owner shall remain responsible for the performance of all obligations of this Development Agreement. Consent of the County Commission shall not be required if such assignment is to a corporate affiliate of Owner.. No sale to the purchaser of an individual lot or a residential dwelling unit on the Subject Property shall require the consent of the County, and no sale to the developer of multiple lots or other development parcels or areas on the Subject Property shall require the County's consent if the selling/assigning Owner elects to remain liable for the performance of the Owner's duties and obligations hereunder with respect to the property being transferred. Consistent with Section 9.9.1 the Owner shall not sell, transfer, or assign the Subject Property, or any portion thereof, to another party, individual or entity (other than a transfer to a purchaser of a residential lot with the Subject Property for the purpose of constructing a residential dwelling unit thereon or to the purchaser of a residential dwelling unit within the Subject Property) without the transfer of the uses and densities allowed, and all improvement, open space and trails obligations within the Subject Property, or any portion thereof. At the time of approval of the assignment to the new owner the Owner shall provide to the County a notice showing the new ownership, the uses and densities, infrastructure, open spaces, trails and all other services and obligations being transferred, and the uses and densities remaining with the Owner.

- 7.9.2. If the Subject Property, or any portion thereof, is assigned to another party, individual or entity the Owner agrees that such assignment shall identify in writing the Assignee is subject to all provisions of this Development Agreement.
- 7.9.3. Notwithstanding Subsections 9.9.1, 9.9.2 and Section 9.9.3 this Section shall not prohibit the Owner from borrowing against the Subject Property, or any portion thereof.
- 7.9.4. A lender, who may acquire the Subject Property, or any portion thereof, shall constitute an approved assignee, without a requirement to obtain the specific consent or approval of the County, but such assignee shall be subject to all other provisions of this Development Agreement applicable to the property being acquired.
- 7.10. PERFORMANCE AND REMEDIES
- 7.10.1. Performance by the County and the Owner of their respective duties, as identified and required herein, is the essence of this Development Agreement. The County and the Owner agree to perform their respective duties with all due diligence in a timely manner. In the performance of this Development Agreement, the County and the Owner agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval or act required or necessary to the good faith performance of this Development Agreement. The County will use reasonable efforts to expedite all of the County development regulatory processes to the extent necessary for the timely development and construction of the improvements within the Subject Property, including but not limited to processes, procedures and inspections for construction and final acceptance of public improvements, and the review and processing of each land use application, land use permit and building permit applications within a reasonable period of time and without undue delay. If and to the extent that the Spanish Valley Ordinance establishes time periods applicable to the County's review and processing of land use applications, land use permits and building permit applications, the County shall comply with such time periods.
- 7.10.2. In the event of a default of any duty by the County or the Owner under the terms of this Development Agreement, then, any non-defaulting party may deliver to the defaulting party notice of such default at the address specified herein. Thereafter, the defaulting party shall have thirty {30} days from and after receipt of such notice to cure such default. If such default cannot be cured within such thirty {30} day period the defaulting party, within such thirty (30) day period, may give notice that it is actively and diligently pursuing such cure, and the



defaulting party shall have a reasonable period of time following the end of such thirty (30) day period to cure such default, provided such defaulting party is at all times within such additional time period actively, diligently, and in good faith, pursuing such cure. If such default is not cured as provided herein, the non-defaulting party shall have the right, without prejudice, to performance, or any other rights or remedies that may be available under County, State or Federal laws except that no party shall have the right to recover special, consequential, punitive or exemplary damages.

- 7.10.3. In the spirit of the timely and efficient resolution of any default of any duty by the County or the Owner, required by this Development Agreement, the County and the Owner mutually agree to meet and confer to discuss the default and, if possible, reach a mutually agreeable default resolution before exercising their respective rights, as provided by Section 9.10.2.

#### 7.11. FORCE MAJEURE

- 7.11.1. If the County or the Owner is delayed in the performance of any of its obligations under this Development Agreement because of an event beyond the control of the County or the Owner, the time for performance of any obligations shall be extended for the period lost because of the event.

#### 7.12. APPEALS

- 7.12.1. In the event of an appeal being brought related to the legislative approval of this Development Agreement the procedures for the Appeal of a legislative decision of the County Commission shall apply.
- 7.12.2. In the event of an appeal being brought related to any matter of interpretation, administration, or any other decision related to this Development Agreement, the procedures, as established and provided by the County for the Appeal of an administrative decision of a County Land Use Authority, as applicable, shall apply.

#### 7.13. TERM OF DEVELOPMENT AGREEMENT

- 7.13.1. This Development Agreement shall have an initial term of twenty-five (25) years from the date of recordation. This Development Agreement will be extended for an additional period of fifteen (15) years provided that development activities on the Subject Property pursuant to the Community Structure Plan, as may be amended, is ongoing and has not been completed and the Owner is not then in material default of the terms and provision of this Development Agreement.
- 7.13.2. This Development Agreement will terminate with a finding by the County Commission that all obligations and responsibilities of this Development Agreement have been completed. The Owner shall provide written notice to the County that the Community Structure Plan is complete. Upon a finding by the County Commission that the Community Structure Plan is complete, and all obligations and responsibilities have been completed, the San Juan County Clerk shall record a notice in the Office of the San Juan County Recorder that this Development Agreement has been fully performed and has been terminated.
- 7.13.3. Provisions of this Development Agreement that relate to the continued operation of the Subject Property, or portion thereof, and the Community Structure Plan shall continue and shall survive after termination.
- 7.13.4. Development of the Project requires Owner to make substantial upfront capital investment in facilities, including the access roads, streets, water, sewer, drainage and recreational facilities, as well as other infrastructure improvements required by this Development Agreement. Given the scope and scale of the Project, much of such infrastructure will serve multiple phases of the development and the recoupment of such investment by Owner will occur incrementally as development of the Project progresses. The Owner's investment and commitment to develop the Project is dependent on assurance that there is an extended period of time in which the Project may be developed and marketed as currently envisioned, and that material modifications to the Community Structure Plan will not be unilaterally imposed by the County. During the term of this Development Agreement, neither the



Community Structure Plan or this Development Agreement shall be subject to any limitation or restriction on the number of building permits that may be issued for the construction of residential dwelling units in any calendar year, and the County shall not take any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise delay development or the use of the Subject Property in accordance with the Community Structure Plan, nor shall the County unilaterally amend the Community Structure Plan, except the following actions shall not be precluded during the term of this Development Agreement ("Permitted Actions"): (i) the enforcement and application of the County regulations in effect as of the date of this Development Agreement except to the extent that this Development Agreement constitutes an amendment of such County regulations; (ii) the enforcement and application of County regulations in effect at any point in time during the term of this Development Agreement which are generally applicable to the Subject Property and all other residential and mixed use property within the County, development, or construction within the County, except as expressly provided in this Development Agreement or in the Community Structure Plan; (iii) the enforcement and application of County regulations to which Owner consents; or (iv) the imposition of state or federal regulations which are beyond the control of the County as reasonably determined by the County. Prior to expiration of the term of this Agreement, Owner shall have the right to undertake and complete the development and use of the Subject Property in accordance with this Development Agreement and the Community Structure Plan and without any maximum square footage limitation on the floor area of single-family residential dwellings.

#### 7.14. SEVERABILITY

- 7.14.1. If any part or provision of this Development Agreement is held to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such judgment shall not affect the other parts or provisions of this Development Agreement, all of which shall in full force and effect.

#### 7.15. NO THIRD-PARTY RIGHTS

- 7.15.1. Nothing contained herein shall be deemed or construed to create any third-party rights.

#### 7.16. REGULAR COUNTY - OWNER COMMUNICATIONS

- 7.16.1. At least once per year during the term of this Development Agreement, and at other times as determined necessary by the County Commission and/or the Owner, an authorized representative of the Owner shall provide the County Commission, at a regular meeting, an "in-person" Valley Estates project progress and construction update.

#### 7.17. NOTICE

- 7.17.1. Reasonable advance notice shall be provided to the Owner for all Public Hearings and all Public Meetings of the County and related to any provision of this Development Agreement.
- 7.17.2. All notices required by this Development Agreement shall, in addition to any other means of transmission, be given in writing by certified mail or nationally recognized overnight courier service to the following addresses:

a. To the County:

Chair, San Juan County Commission,  
c/o San Juan County Clerk  
117 South Main,  
Monticello, UT 84535

b. To the Owner:

Elan Spanish Valley, LLC,



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7.17.3. A Notice shall be effective on the fifth business day after the notice is postmarked for mailing, postage prepaid, by Certified United States Mail or upon delivery to the intended recipient by nationally recognized courier service. The parties may change addresses for the purposes of receiving notice as required by this Section, by giving written notice in accordance with the provisions of this Section.

7.18. RECORDING

7.18.1. As provided by Section 9.7 this Development Agreement shall be recorded in the Office of the San Juan County Recorder.

7.18.2. All Exhibits shall be maintained on file in the Office of the County Clerk and County's Department of Planning and Development Services.

7.18.3. Copies of the recorded Development Agreement, and all Exhibits, shall be provided to the Planning and Development Services Director, County Attorney, and Owner.

7.19. ENTIRE AGREEMENT

7.19.1. The Development Agreement constitutes the full and complete agreement of and between the County and the Owner. No representations or warranties made by the County or the Owner, or their officers, employees or agents shall be binding unless contained in this Development Agreement or subsequent amendments hereto.

7.20. AUTHORITY TO EXECUTE

7.20.1. Each signatory to this Development Agreement represents and warrants that they possess the lawful authority and authorization from their respective entities to execute this Development Agreement.



THE PARTIES, BY THEIR AUTHORIZED REPRESENTATIVES, EXECUTE THIS DEVELOPMENT THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**COUNTY COMMISSION OF SAN JUAN COUNTY, STATE OF UTAH**

By: \_\_\_\_\_ on behalf of San Juan County Commission.

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by , \_\_\_\_\_ a Member County Commission of San Juan County, State of Utah.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
San Juan County Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
San Juan County Attorney



**Owner, Elan Spanish Valley, LLC**

By: \_\_\_\_\_

The foregoing instrument as acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024 by ,  
\_\_\_\_\_ a Member County Commission of San Juan  
County, State of Utah.

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

Residing at: \_\_\_\_\_



### Exhibit A: Subject Property Legal Description

A tract of land within the NE $\frac{1}{4}$  of Section 1, Township 27 South, Range 22 East and the NW $\frac{1}{4}$  of Section 6, Township 27 South, Range 23 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows;

Beginning at a point located S00°04'00"W 867.58 feet along the section line and S89°57'50"W 236.20 feet from the northeast corner of said Section 1;

thence S00°01'55"11E 460.98 feet,  
 thence S89°56'29"11E 235.40 feet,  
 thence S89°56'29"E 390.57 feet,  
 thence S00°00'15"W 552.75 feet,  
 thence S00°00'46"W 767.62 feet,  
 thence N89°53'41"W 391.90 feet to the W $\frac{1}{4}$  corner of said Section 6,  
 thence S00°04'00"W 97.04 feet to the E $\frac{1}{4}$  corner of said Section 1,  
 thence S89°59'32"W 266.08 feet,  
 thence N00°00'28"W 295.20 feet,  
 thence West 50.97 feet,  
 thence North 163.46 feet,  
 thence West 250.29 feet  
 thence N00°04'01"E 10.23 feet,  
 thence N89°55'59"W 92.78 feet to the  $\frac{1}{4}$ , line,  
 thence N00°03'46"E 353.74 feet,  
 thence N0°04'21 "E 497.00 feet,  
 thence S89°58'36"W 660.47 feet,  
 thence N00°03'16"E 558.19 feet,  
 thence N89°57'50"11E 1085.08 feet to the point of beginning,

containing 42.33 acres more or less.



## Exhibit B: Community Structure Plan



## Exhibit C: Design Standards

### Environmental and Landscape Conservation

- **Water Conservation:** Implement xeriscaping and drought-tolerant native plants in landscaping to minimize water usage.
- **Energy Efficiency:** Encourage the use of solar panels and other renewable energy sources. Design homes to take advantage of natural light and insulation to reduce energy needs.
- **Land Use:** Preserve natural features and minimize alterations to the topography. Utilize existing vegetation for landscaping where possible.

### Architectural Design

- **Aesthetic Compatibility:** Designs should reflect or complement the natural desert landscape and cultural context of the Spanish Valley and the broader Moab area. Use materials and colors that blend with the natural surroundings.
- **Building Height and Setbacks:** Regulations might dictate maximum building heights and minimum setbacks from property lines to maintain open space and viewsheds.
- **Outdoor Lighting:** Use downcast, dark sky-compliant lighting to minimize light pollution, preserving the area's renowned night skies.









**Exhibit D:**



**Exhibit E:**



# Permit Report

01/03/2025 - 02/07/2025

Permit Date	Applicant Name	Building Address	Building CityStateZip	Description
2/3/2025	Matthew Black	16 Aberts Squirrel Trail	Monticello, Utah, 84535	Residential Single Family Home
2/3/2025	Lacie Walker	27 Lidia Circle	Moab, UT 84532	Single Family Home
1/29/2025	IEGEC, LLC	11850 S. HWY 191 A10	Moab, UT 84532	Storefront/showroom
1/25/2025	Adam Shank	hc 63 box 41	Monticello UT 84535	Single Family Home
1/24/2025	Enfinity Global			
1/16/2025	San Juan Health Service District	380 West 100 North	Monticello	Hospital
1/15/2025	Hal W. Palmer	742 E Meadow Ln	Blanding, Utah, 84511	Residential
1/13/2025	Sandy Maillaird	281 E main st	Bluff, ut, 84512	Office
1/9/2025	Roland H Gordon	180 Tera Drive (19}	84532	Office
1/27/2025	Eli Morgan	1341 Harris Lane	Blanding, UT, 84511	Single Family Home

Total Records: 10

2/10/2025





# Permit Report

02/07/2025 - 03/10/2025

Permit Date	Applicant Name	Building Address	Building CityStateZip	Description
3/7/2025	Matthew Black	16 Aberts Squirrel Trail	Monticello, Utah, 84535	Residential Single Family Home
3/4/2025	Lacie Walker	27 Lidia Circle	Moab, UT 84532	Single Family Home
3/4/2025	Latigo Wind II, LLC	Parcel 32S24E2555400	Wheat Ridge	Meteorological Tower to Measure Wind Speeds
3/4/2025	Jay McDonald	Parcel # 37S22E027209	Blanding, Utah , 84511	Singal Family Home
3/3/2025	Ryan Thatcher	144 Crimson Cliffs Dr	Moab UT 84532	Single family residence
3/3/2025	Majuma Wesakania	2047 S Painter Lane Ste. A	West Haven,UT 84401	Install 22 panels and 22 inverters
2/27/2025	Eric and Mary Linscheid			
2/24/2025	Tayson Wilson & Corah Moody	48B Tangren Circle	Moab, Utah 84532	Residential
2/20/2025	Community Rebuilds- Home owner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds- Home owner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds- Homowner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds- Homowner: "Brook" Patricia Indries	LOT 25 148 East Lidia Circle	Moab UT 84532	Residential



	Jeremiah Ford			
2/20/2025	Community Rebuilds-Homowner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds-Homowner: Jeremiah Ford	LOT 25 148 East Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds-Homowner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds-Homowner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds-Homeowner: Joshua Schultz	LOT 19 160 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Community Rebuilds-Homowner: "Brook" Patricia Indries	LOT 11 360 South Lidia Circle	Moab UT 84532	Residential
2/20/2025	Mike Huitt construction	26 s lidia cir	Moab, Utah, 84532	Single family home
2/19/2025	Questar Gas Company			
2/15/2025	Patrick Parsons	1821 E 1150 S	Blanding, UT, 84511	New Residential Home

Total Records: 21

3/10/2025

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