

Agenda

GRAND COUNTY Planning Commission

Tuesday, October 8, 2019
5:00 P.M. Regular Meeting
Grand County Courthouse
Council Chambers
125 E. Center St., Moab, Utah

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

Regular Meeting

5:00 PM	Meeting Minutes	<i>Chair</i>
Discussion Item	June 11, 2019 & Sept. 10, 2019	
Discussion Item	Citizens to be heard	<i>Chair</i>
Discussion Item	Ex Parte Communications	<i>Chair</i>
Public Hearing/Action Item	NetZero (HDHO)	<i>Staff</i>
Public Hearing/Action Item	Villamayor (Preliminary Plat / HDHO)	<i>Staff</i>
Public Hearing/Action Item	Murphy Flats addition (Preliminary Plat / HDHO) POSTPONED to Oct. 22, 2019	<i>Staff</i>
Discussion Item	Overnight Accommodations Standards	<i>Staff</i>
Discussion Item	Future considerations	<i>Chair & Staff</i>
Discussion Item	County Council Update – Terry Morse	<i>Council Liaison</i>

ADJOURN

DEFINITIONS:

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

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

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

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

DRAFT
Grand County Planning Commission

June 11, 2019

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

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

Members Absent:

Staff Present: Zacharia Levine, and Kenny Gordon

Council Liaison: Terry Morse

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

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

Citizens to be heard:

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

Ex Parte Communication: None

Action Items:

Starbuck Subdivision:

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

Tim Keogh could the design of the ponds be deferred to after the time of the Final Plat?

Zacharia Levine the plat would need to be amended because drainage facilities need to be shown on the plat.

Gerrish Willis calls for public comments. Close public hearing.

Robert O'Brien move to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO – 5) to the parcel at 1991 Starbuck Lane.

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

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

- a) The County Council approves the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-5 to the subject parcels;
- b) The developer's final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay.

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

Viewgate Terrace:

Review and consider application materials provided to the planning commission related to the application of the HDH35b overlay to the subject parcel.

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

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

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

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

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

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

Public comment:

- Katherine Holyoak property owner, believes it takes away my personal property rights.
- Richard McElhainey General Contractor, property owner, planned on putting overnight rentals on his property that overnight accommodations would be removed as a use by right.
- Bryan Walston stated that this would hurt property owners, I'm pro property rights. Please don't forward a favorable recommendation to council.
- Kevin Collins, urges to not remove overnight accommodations as a use by right.
- Michael Skarda owns land north of town, please don't apply generally to the entire County.
- Randy Day stated that there is too much legislation to develop, People will go elsewhere, please protect private property rights.
- Jim Nelson has had attorney advise him that it is removing his property rights.
- Wayne Aston prohibition when applied to one industry has been shown not to work. Force destroys prosperity and freedom. Cooperation needs to happen.
- John Knight limiting use is not the right way to approach this problem, creates investor uncertainty.
- Wayne Hoskisson limit overnight accommodations.
- Duane Stewart is a manager of existing overnight accommodations, stated that permit process is becoming difficult.
- Paul Morris commented about campgrounds, stated that it isn't fair to lump them in with hotels/motels. More campgrounds are needed. Improve roads, cooperation with BLM and other agencies to improve and create campgrounds.
- Paul Jones please don't forward a favorable recommendation of this ordinance. Delay this action and produce a path forward to develop.
- Jeff Adams supports removing overnight accommodations. Water resources to support development needs to be evaluated.

- Will Hansen stated that we are not going to go backward, and that we need to think about how to move forward. Need to protect property rights.
- Liz Ballenger supporting the ordinance.
- Greg Newman campgrounds should be treated differently than hotels/motels.
- Marc Horwitz where were developers when my property rights were be infringed, for a moratorium on overnight accommodations.

Gerrish Willis calls to close public hearing. Close public hearing.

Emily Campbell proposes to separate out the motion into three (3) different motions.

Emily Campbell moves to repeal and replace Use Table 3.1: Remove overnight accommodations of all types as principal uses in all zone districts within Use Table 3.1.

Seconded by Robert O'Brien. Discussion. Vote 6 for and 1 against (Christine Green). Motion carries.

Emily Campbell moves to repeal and replace Section 4.6 Overnight Accommodations Overlay District: Establish use-specific overnight accommodations overlay districts for hotels/motels, campgrounds, and residential units used for overnight accommodations (condos/townhouses/single-family residences) with associated approval procedures and development standards (e.g. OA – Hotels/Motels; OA – Campgrounds; OA – Residential).

Seconded by Kevin Walker. Discussion. Vote 6 for and 1 against (Christine Green). Motion carries.

Abby Scott had some concern about applying these same standards to campgrounds.

Robert O'Brien also shared similar concerns as Abby Scott.

Emily Campbell moves to amend original motion to forward a favorable recommendation on bullet point #2 to County Council to specifically state a favorable recommendation on items 1 – 5 for each of the proposed overlay zones and instead of using 6, refer to appropriate site specific development standards in the Land Use Code.

Seconded by Abby Scott. Discussion. Vote. 6 for and 1 against (Christine Green). Motion carries.

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

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

Kevin Walker motions to repeal and replace Section 4.6 Overnight Accommodations Overlay District; Establish use-specific overnight accommodations overlay districts for hotels/motels, campgrounds, and residential units used for overnight accommodations (condos/townhomes/single-family residences) with associated approval procedures and development standards (e.g. OA-Hotel/Motels; OA-Campgrounds; OA-Residential) that are in the draft be removed and that the existing standards in the land use code apply and that existing uses not be permitted to expand.

Seconded by Robert O'Brien. Discussion. Vote. 4 for and 2 against (Christine Green & Emily Campbell). Motion carries.

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

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

Discussion Items:

Development possibilities on Kane Creek Blvd.

Presentation and discussion by Craig Weston.

Future Considerations:

Community Development Department Update: None.

County Council Liaison report:: Terry Morse

Adjournment: Motion to adjourn meeting, all were unanimous. Adjourned at 8:33 pm.

DRAFT

Grand County Planning Commission

September 10, 2019

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

Members Present: Gerrish Willis, Robert O'Brien, Christine "Cricket" Green, Kevin Walker, Emily Campbell, and Rachel Nelson (via phone)

Members Absent: None

Staff Present: Zacharia Levine and Kaitlin Myers

Council Liaison: Terry Morse

Approval of Minutes: No minutes were presented for approval at this meeting.

Citizens to be heard: None.

Ex Parte Communication: None.

Action Items:

Public Hearing: Peak View Subdivision (HDHO-25 / Preliminary Plat):

Review and consider application materials provided to the Planning Commission related to the proposed Peak View Subdivision. Staff recommends a favorable recommendation for the HDH 25 Overlay to be applied to the subject parcel, and approval of the Preliminary Plat, contingent upon Council approval of the development agreement and the developer's final plat and building standards complying with the requirements outlined in Section 4.7 of the Land Use Code. Approval of the Preliminary Plat does not constitute legislative action applying the HDH overlay to the subject parcel. The applicant will be required to seek legislative approval of the High Density Housing (HDH) overlay from the County Council in order for the conditional Preliminary Plat approval to be valid if the Planning Commission grants it. A conditional Preliminary Plat approval does not constitute a final approval of the subdivision's technical elements either; the County will require the applicant comply with all engineering requirements and receive a final approval for infrastructure improvements.

Emily Campbell and Kevin Walker asked staff about traffic concerns on Spanish Valley Drive, required road improvements for Peak View, and how this and other proposed developments relate to the standards outlined in the County's Transportation Plan. Gerrish Willis asked staff about drainage and water easements on adjacent properties and the requirement of active trails infrastructure.

Applicant Terrill Johnston addressed the Commission to explain their intentions with the project, the additional voluntary deed restrictions placed on 40% of the lots in the development, drainage, and support they have received for the project.

Gerrish voices desire for approval to be conditional upon the drainage easement across White's Ranch. The applicant is working with the owner of White's Ranch to dedicate a permanent public easement on the property.

Staff will continue to work with the applicants to explore various ways to design these voluntary deed restrictions.

Public comments:

Judy Carmichael – previous owner of the property, supports the project, thanks staff for the assistance to the Johnston's through the application process

Motion: Cricket Green motions to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO-25) to the parcel located at 3640 Spanish Valley Drive, conditioned upon the following:

- a) The applicant shall designate the HDHO Lots and additionally restricted lots prior to a public hearing with the County Council; and,
- b) The applicant shall fully comply with all County engineering requirements, including stormwater runoff/drainage and transportation improvements.

Bob O'Brien seconds the motion. During discussion, Kevin and Cricket voice support for the project, expressing that it follows the spirit of the HDHO. The motion carries 7-0.

Motion: Cricket motions to approve the proposed preliminary plat for Peak View Subdivision HDHO Development contingent upon the following:

- a) The County Council approves the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-25 to the subject parcels;
- b) The developer's final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay.
- c) The development shall include a drainage easement satisfactory to County standards across White's Ranch.

Emily seconds the motion

Cricket motions to amend the motion to include the following:

- d) The applicant shall fully comply with all County engineering requirements, including stormwater runoff/drainage and transportation improvements.

Emily seconds the amended motion. With no further discussion, the motion carries 7-0.

Emery Telcom Yard (Conditional Use Permit):

The applicant wishes to expand the existing facilities and operations located at 1728 S Rocky Road, including extension of utilities to the proposed office/equipment building, the addition of a parking lot, and the addition of storm drain facilities. Staff recommends the Planning Commission move to forward a favorable recommendation to the Grand County Council with the noted conditions above.

Applicant representative Mike Behling addresses the Commission to state that Emery will not do a retaining wall but will resurface the road and clarifies that the expansion will not increase visitation or traffic to the site. Abby Scott asks Mike to define the equipment to be stored on the site.

Public comment:

Colleen Beaver – shares the driveway with Emery and KZMU. Asks for speed limit to be enforced, expresses noise complaints for the operation during business hours because of the steepness of the hill.

Emily asks about staff concerns for drainage with the steep driveway, and staff explains that these concerns are outside of the scope of the expansion of the use.

Motion: Cricket motions to forward a favorable recommendation to the Grand County Council with no further conditions. Emily seconds the motion. With no further discussion, the motion carries 7-0.

Discussion Items:

Possible Amendments to the Red Cliffs Lodge PUD Master Plan:

Before Gerrish opened up the item for discussion, Cricket disclosed that she owns the cemetery on the property but has no financial conflict of interest with this item.

Zacharia summarizes possible amendments to the Red Cliffs Lodge PUD Master Plan based on conversations with property owner Colin Fryer, including the construction of twenty additional overnight accommodations, a new museum with features, a spa, and deed-restricted employee housing units, and the dedication of 150 acres to a conservation easement.

This item is coming before the Planning Commission as a discussion item because the Overnight Accommodations Overlay prohibits the expansion of existing OA developments, and because the applicant wanted to hold a

conversation with the Commission before formally proceeding with amendments. Additionally, the new overnight accommodations would be subject to Grand County's assured housing ordinance.

Property owner Colin Fryer addressed the Commission to further explain why he is bringing this item as a discussion and demonstrates on a map where the aforementioned changes would be located.

This Commission discussed and expressed support for the employee housing and theater and acknowledged general support for the overnight accommodations, though currently they cannot be approved due to the recent Overnight Accommodations Overlay ordinance that prohibits the expansion of current uses. The Commission also discussed the merits of the conservancy easement compared to an open space designation.

Zacharia says he does not think it will be feasible to get this updated during this calendar year due to lack of mechanism to build more overnight accommodations. The Commission recommends Colin continue to move forward with the amendment, and especially to move forward with the employee housing, spa, and museum.

Overnight Accommodations Standards:

Zacharia gave a brief overview of what was ultimately passed by the Council, as follows:

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

The motivations for this discussion are to adopt development standards before the expiration of the pending ordinance resolution, and to create these use-specific standards to give the Planning Commission and County Council the grounds to support or deny development projects as appropriate for the Moab area.

Nora Shepard joined this meeting because the City and County are working together to create development standards, including energy and water efficiency, multimodal transportation, design/aesthetic, and mixed-use. The City is addressing these standards by changing the standards of particular zone districts, not via an overlay. The Commission could also consider adding other standards, like limiting the number of units allowed in a development.

Emily suggests within the mixed-use, fluidity or allowance of public to use these facilities. Kevin suggests notion of drawing eligible areas for the overlay, similar to the HDHO boundaries, and giving guidelines to the Council for approval in addition to these standards (like a unit cap, estimated number of tourists, square footage cap). Bob also suggests adding language for supporting projects that provide additional affordable housing, open space, etc.

Staff started by studying model codes and then created a simplified outline of these standards. These standards, and the associated discussion points are as follows:

Energy Efficiency

- Staff designed standard to follow a benchmark like net zero, rather than defining specific standards in the code
- Emily would like to see offsite improvements for bullet 2 of energy
- Would have to think functionally over time about energy performance standards – how to track without eating up a bunch of staff time? Requirement of an energy audit?

Water

- Follow Utah code for a lot of the requirements
- Discussion indicates perhaps a shaded pool requirement is not needed

Multimodal Transportation

- Encouragement of bike and shuttle infrastructure

Aesthetic/form

- Less based on a set standard, more sets specific standards in code. Nora is developing standards on color, durability of roofing, hiding mechanical equipment, height/bulk requirements, and stepping of heights. They are also considering adding standards for the following:

- No more than a certain number of square feet in a building
- Breaks in facades, both horizontally and vertically
- Siting standards – building to the site, not just cutting a pad
- Gerrish suggested encouraging earth tones and to consider protecting from light escaping from the building, not just outdoor lighting
- Enhancing eclectic character of Moab, especially on pedestrian level

The Commission also discussed creating a cutoff for smaller hotels (approximately 30,000SF or less) and/or developing a gradation of standards for developments at various sizes.

The City Planning Commission will discuss these standards on Thursday and will have a joint meeting between the Commission and Council in first week of October.

Next steps: continued coordination between City and County staff to have a similar version of material to present to each respective Planning Commission and Council.

Emily requested notes from Nora from the upcoming City Commission meeting.

The County Planning Commission will meet with the Council on October 2 at 2:00 to further discuss these standards.

Future Considerations: None.

Community Development Department Update: None.

County Council Liaison report:

At the most recent meeting, the Council heard a presentation from USU to create a building for Extension and other agencies. USU still needs funding but is relatively close to meeting its goal. Most meeting business included public hearings sent from the Commission and a discussion of the Viewgate HDHO project. Terry anticipates the developer will continue to revise the plan to ensure it passes.

Adjournment: Bob motioned to adjourn the meeting at 8:19p.m.

Agenda Summary
GRAND COUNTY PLANNING COMMISSION
October 8, 2019

TITLE:	NetZero Subdivision (High Density Housing Overlay – HDHO10)
FISCAL IMPACT:	N/A
PRESENTER(S):	Community and Economic Development Staff

Prepared By:
GRAND COUNTY
PLANNING & ZONING
ADMINISTRATOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

POSSIBLE MOTIONS:

Move to postpone action on the NetZero HDHO Development request until the required updates to the master plan are provided.

OR

Move to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO-10) to the parcels located at 3827 & 3859 Spanish Valley Drive, conditioned upon the following:

- a) Applicant adds all the following statements to their master plan document:
 1. The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to a [this] Development Agreement and the [this] Master Plan recorded in the real property records of Grand County, Utah on _____ at Entry No[s]. _____ [and _____, respectively].
 2. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.
- b) Applicant specifies all dimensions on the master plan (parcel acreages, building footprints/parking area footprints, setbacks, linear distances of roads, road widths, etc.) rather than using callouts without dimensions.
- c) Applicant designates the deed restricted units on the official master plan to be recorded.
- d) Applicant shows surrounding parcels on the master plan.
- e) Applicant retitles the master plan document to read: Master Plan for NetZero High Density Housing Overlay Development.
- f) Applicant adds a legal description to the master plan.
- g) Applicant shall add sidewalks or a walking path on the interior roads as per the LUC requirement that developments with average lot sizes less than ½ acre must provide sidewalks or improved walking paths (with planning commission approval).
- h) The fire department would prefer cul-de-sacs at the end of each road

- h) All access points to Spanish Valley Dr. will be paved into the public road right of way.
- i) Applicant should utilize and integrate bioswales and bioretention facilities to manage the stormwater runoff to the degree possible as determined by the County engineer.
- j) Applicant will be required to include ADA accessible parking stalls in the covered areas and garages. In effect, Applicant must provide 1 space for each 25 spaces for each type (to ensure equal access to each type).
- k) The units will need to be fire sprinklered.
- l) Applicant shall receive a final approval of transportation improvements and storm water management design by the County Engineer.
- m) Applicant adds all other required elements of Section 9.17.3 A through N (Site plan submission).

OR

Motion 1:

Move to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO-10) to the parcel located at 3745 Spanish Valley Drive.

Motion 2:

Move to approve the proposed preliminary plat for Villamayor Subdivision HDHO Development contingent upon the following:

- a) The County Council approves the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-10 to the subject parcels;
- b) The developer's final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay.

STAFF RECOMMENDATION:

Review and consider application materials provided to the planning commission related to the proposed Villamayor Subdivision. Staff's current recommendation is to postpone action on the agenda item. Staff ultimately recommends the planning commission provide a favorable recommendation for the HDH 10 Overlay to be applied to the subject parcel IF THE DEVELOPER AGREES TO A MAXIMUM HEIGHT OF TWO (2) STORIES AND 28 FEET to ensure better compatibility with the surrounding areas. Staff would recommend postponing approval of the preliminary plat based on the requested changes above and in the staff report.

Should planning commission choose to act on the preliminary plat, conditional approval of the preliminary plat would not constitute legislative action applying the HDH overlay to the subject parcel. The applicant will be required to seek legislative approval of the High Density Housing (HDH) overlay from the County Council in order for the conditional Preliminary Plat approval to be valid if the Planning Commission grants it. A conditional Preliminary Plat approval does not constitute a final approval of the subdivision's technical elements either; the County will require the applicant comply with all engineering requirements and receive a final approval for infrastructure improvements.

BACKGROUND:

See staff report attached and below for project specifics.

The applicant is seeking a Preliminary Plat approval of the Villamayor Subdivision HDHO Development from the Planning Commission, contingent upon the High Density Housing Overlay (HDHO) Approval from the Grand County Council. Planning Commission shall make recommendations on the two items separately. First, a recommendation should be made as to the legislative application of the HDHO-10 to the subject parcel. Second, Planning Commission shall review the Preliminary Plat application for Villamayor Subdivision. Planning Commission shall express its approval of the Preliminary Plat as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and justifications.

ATTACHMENT(S):

1. Preliminary Plat Application
2. High Density Housing Application
3. Applicant Statement
4. Restricted Units
5. Preliminary Plat
6. Drainage Plan
7. Survey
8. Title Report
9. Application Fee



STAFF REPORT

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
GRAND COUNTY, UTAH

DATE: Tuesday, September 24, 2019

TO: Grand County Planning Commission

SUBJECT: "Net Zero" High Density Housing Overlay District 10 (HDHO-10) Application

PROPERTY OWNER: Erich Pflumm and Entrust Group Inc FBO (Erich Pflumm)

PROP. OWNER REP: Click or tap here to enter text.

ENGINEER: SET Engineering

PROPERTY ADDRESS: 3827 and 3859 Spanish Valley Dr.

SIZE OF PROPERTY: Two 1.00 acre parcels (2.0 acres total)

EXISTING ZONE: Rural Residential (RR) with base zoning of 1 unit per acre

EXISTING LAND USE: Vacant land

ADJACENT ZONING AND LAND USE(S): Rural Residential (RR); Most parcels in the vicinity are residential or residential and agricultural.

APPLICATION TYPE

High Density Housing Overlay District 10 (HDHO-10) Application

STAFF RECOMMENDATION: Approve with Conditions

Comments (optional): Staff is comfortable with the planning commission providing a favorable recommendation to the county council conditioned upon several updates to the master plan document. Staff is also quite comfortable postponing action until the Applicant has made all the necessary updates/changes to their master plan.

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: ☐ Public Meeting at:

☐ Planning Commission

☐ County Council

☒ Public Hearing at:

☒ Planning Commission

☒ County Council

Attachments:

☐ Approval Letters

☒ Site Plan

☐ Landscape Plan

☐ Vicinity Map

☒ Legal Notice

☒ Legal Description

☐ Public Comments

☒ Agency Comments

☒ Response to Standards

☐ Other: Click or tap here to enter text.

SUMMARY OF REQUEST

Erich Pflumm (Applicant) is requesting the County attach the HDHO-10 District to his parcels located at 3827 and 3859 Spanish Valley Dr. Each lot is 1.00 acres; the total project size is two (2) acres. The HDHO-10 designation would support a ten (10) lot subdivision for single-family residences. The ten (10) lots would be split into two (2) clusters with each served by an upgraded private access tract road standard. Of the ten (10) lots proposed, eight (8) would need to be deed restricted in accordance with Section 4.7. Current zoning of the property is Rural Residential (RR), which has a base zoning density of one (1) unit per acre.

In association with this request, the Applicant has submitted a conceptual site plan show and development agreement that would need to be approved by the County Council. If approved, the master plan would be recorded alongside the approving ordinance. The development agreement would be part of the approval exhibits and recorded at the time of final plat approval.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The Applicant would be required to dedicate any land needed to secure 40' of public right of way from the road centerline of Spanish Valley Dr. In addition, the Applicant will need to make half-width improvements to their side of Spanish Valley Dr. according to the Minor Collector Road Standard (More discussion of the road standard is provided below.) The Applicant would also be responsible to bond for the cost of building the multi-use pathway planned on the west side of Spanish Valley Dr. To serve the proposed development, the Applicant would need to extend power, gas, water/sewer, and telecommunications infrastructure into the subject lots.

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

4.7.1 Purpose.

The High Density Housing Overlay Districts (“HDHO Districts”) are designed to provide for modification of the otherwise applicable development standards of the underlying base district as specified in Articles 2 and 5 of the Grand County Code, in order to accomplish one or more of the following purposes:

- A. Facilitating the provision of new housing units used for Primary Residential Occupancy by Actively Employed Households;
- B. Achieving the goals of the housing element of the County’s General Plan;
- C. Implementing the policies and goals of the housing element of the County’s General Plan;
- D. Encouraging the development of new high quality housing units by assisting both the public and private sector in making the provision of these units economically viable; and
- E. Encouraging the provision of primary residential housing through the combination of multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

Staff believes the developer’s narrative and proposed site plan (Title needs to be changed to say “Net Zero High Density Housing Overlay Development Master Plan”) meet the legislative intent of the High Density Housing Overlay. The Applicant states that the goal of their development is to support economically constructed, sustainable homes in the Moab Area. Although Staff has not evaluated development plans adequately to determine if they will meet the stated goal of building “Net Zero” homes, Staff definitely supports the goal (Applicant is not required to submit building plans at this stage of the approval process). Staff will ultimately make a recommendation for approval of the HDH Overlay application conditioned upon all of the changes and items noted in the agenda summary document.

4.7.5 Development Standards.

- A. Eligibility. In order to reduce costs associated with the development and construction of Primary Residential Housing, the property development standards set forth in Section 4.7.5.C are established for and shall apply to all HDHO Developments within the HDHO Districts upon approval of a site plan or preliminary plat approval.
- B. Property Development Standards. The following development standards shall apply to HDHO Developments within the HDHO Districts:
 - 1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the

development site. Site planning on the perimeter shall provide for protection of the property from adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

The motion in the agenda summary document also outlines several changes that need to be made. With the above in mind, the general layout of the proposed development is acceptable.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO Lots and Units. The following design standards shall apply to a development that utilizes the density increases allowed by this Section.

Staff has reviewed the proposed preliminary plat for compliance with the following standards:

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

Sidewalks will be needed on the interior of the development. Planning commission could approve a walking path as an alternative approach. The Applicant will be required to bond for construction of the multiuse pathway planned on the west side of Spanish Valley Drive.

- b. Screening Requirements.

The developer is not proposing anything that would require screening.

1. Outdoor Storage Screening. All outdoor storage areas for materials, trash, mechanical equipment, vehicles, or other similar items shall follow the standards outlined in Section 6.4.3.
2. Parking Lot Screening. Parking lot screening must be provided between an off-street parking area containing six (6) or more parking spaces and either 1) a different zoning district or 2) a public street, and shall:
 - a. Be provided within ten feet (10') of the perimeter of the parking lot to be screened, except for parking lots adjacent to rain gardens/bio-retention systems, other landscape features, or where screening may negatively impact the traffic sight distance (as defined by the American Association of State Highway and Transportation Officials (AASHTO) and verified by the County Engineer);
 - b. Be not less than eighty percent (80%) opaque and be a minimum of three feet (3') in height as measured from the highest finished adjacent grade of the parking area. When shrubs are used to provide the screen, such shrubs must be at least two feet (2') tall at planting and anticipated to grow to at least three feet (3') tall at maturity;
 - c. Not interfere with driver or pedestrian visibility for vehicles entering or exiting the premises;
 - d. Utilize plants found in Section 6.4.3.F, where required;

- e. Consist of at least two (2) of the following:
 - i. A compact hedge of evergreen or densely twigged deciduous shrubs spaced to ensure closure into a solid hedge at maturity.
 - ii. A berm with plantings as described above.
 - iii. Transit shelters, benches, bicycle racks, and similar features may be integrated as a part of the screen.
 - iv. Fencing may be integrated as part of the screen. All wood fencing shall be stained and sealed with a weatherproof product.
- f. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.
- c. **Parking Island Design.** Off-street parking areas with at least twenty-five (25) parking stalls shall contain interior landscaped islands. Such islands shall be bounded by a raised concrete curb, pervious curbing, or an approved equivalent and shall contain mulch to retain soil moisture. This provision shall not apply to parking structures. Landscaped parking lot islands shall:
 - 1. Be located at the beginning and end of each parking row and shall contain a minimum of one hundred eighty (180) square feet and a minimum width of nine feet (9’);
 - 2. Include at least one (1) tree per island;
 - 3. Incorporate shrubs, perennials, and ornamental grasses, where required;
 - 4. Be prepared with topsoil to a depth of two feet (2’) and improved to ensure adequate drainage, nutrient, and moisture retention levels for the establishment of plantings; and
 - 5. Be equipped with an irrigation system adequate for establishing and maintaining the plant materials within it.
- d. **Building Exterior Façade Standards.**

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

- 1. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.
- 2. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:
 - a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
 - b. Dormers.
 - c. Gables.
 - d. Recessed entries, a minimum of three (3) feet deep.

- e. Covered front porches.
 - f. Cupolas.
 - g. Architectural Pillars or Posts.
 - h. Quoins.
 - i. Corbeling on wall.
 - j. Decorative lintel.
 - k. Incorporation of brick or stone on at least 25% of front surface area.
- e. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

Applicant has complied with these standards. Eight out of the ten proposed lots will need to be Deed Restricted HDHO Lots.

- f. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.
 - g. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.
3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO Development. However, the building site area, lot widths, and lot coverage percentages shall be designated on a preliminary plat or site plan pursuant to Section 4.7.9 below.

Applicant needs to show these dimensions on the preliminary plat.

- 4. Density. Overall density of site development within an HDHO District shall not exceed the limits established in Section 4.7.4.

Applicant has complied with these standards.

5. Building Height

These standards are to be reviewed at the time a building permit is requested.

- a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b District shall not exceed four (4) stories or forty-two (42) feet in height.
- b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial

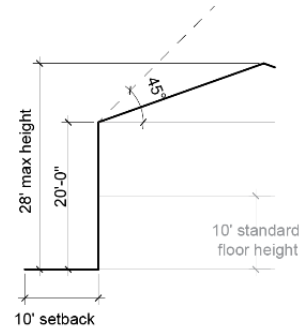
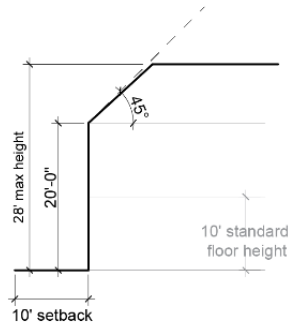
agricultural operations.

- c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.
- d. Structures built within an HDHO Development must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:
 - 1. 20 feet
 - 2. The building's setback at that point

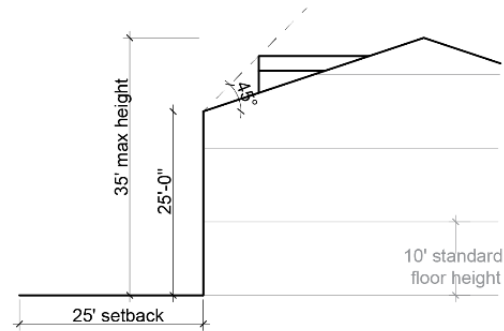
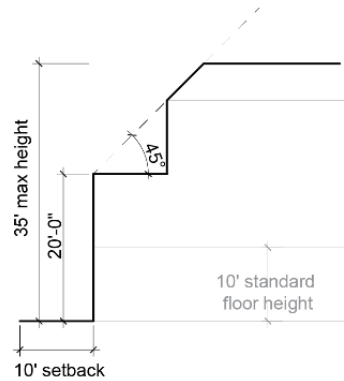
Applicant needs to specify setbacks on the master plan and preliminary plat.

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

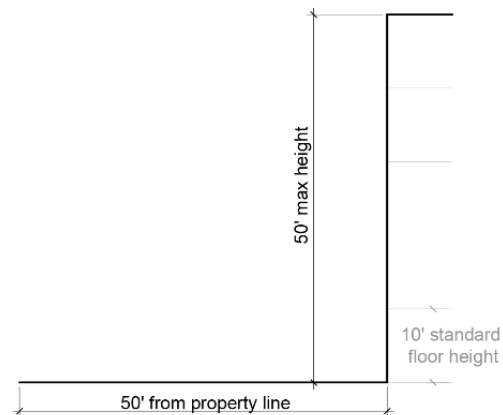
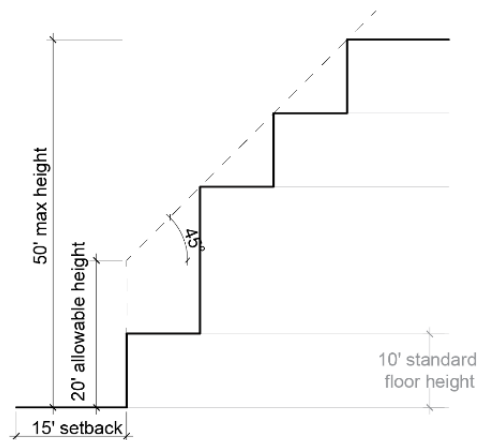
Examples of HDH Height-Compliant Structures



28' Max. Height Examples



35' Max. Height Examples



50' Max. Height Examples

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

Applicant needs to specify setbacks on the master plan and preliminary plat.

7. Parking.
 - a. Number of spaces required

1. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.
2. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

Multi-family dwellings	Efficiency and one-bedroom	1.5 per dwelling unit
	Two-bedroom	1.75 per dwelling unit
	Three-bedroom and Larger	2.0 per dwelling unit

b. Parking design requirements

1. Parking areas for single-family or two-family dwellings need not be paved.
2. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.
3. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.
4. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.
5. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

The master plan appears to have adequate parking spaces.

8. Minimum Standards of Physical Condition. Each HDHO Unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.
9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street.

Spanish Valley Drive is a County owned and maintained road. The County's standard approval procedure is to require that Developers dedicate any Right of Way width on their side of the road centerline that is needed to accommodate the proposed road classification and standard in the Transportation Master Plan. In this instance, the Transportation Master Plan calls for an 80 foot ROW (40 feet on each side of the center line) to accommodate Spanish Valley Drive as a Major Collector Road. The County also requires that Developers make planned roadway improvements within their portion of the roadway frontage. In this instance, that includes half-width improvements to the road surface and the planned multi-use pathway. Although the County's Transportation Master Plan calls for Spanish Valley Drive to be a Major Collector at full build-out of Spanish Valley, the County's Engineer, Road Supervisor, and Community and Economic Development Director believe that roadway improvements up to the Minor Collector standard is more appropriate at this time for two reasons. First, Spanish Valley Drive can accommodate significantly more traffic without seeing a drop in level of service. Second, expanding the roadway width to the Major Collector standard at this time may actually result in less safe conditions. The Developer accepts that they must improve their half-width of Spanish Valley Drive and build or bond for their frontage portion of the multi-use pathway.

The Applicant will have the option of designing interior streets to the improved private access tract standard. However, the proposed roads will need to intersect Spanish Valley Dr. at 90-degree angles and include design specifications that eliminate any movement of gravel from the private access tract to the public roadway.

10. Signs. Signs shall be permitted only to the extent allowed under Section 6.5, Signs, and must be

approved by the Planning and Zoning Administrator.

11. Construction Timing. The HDHO Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO Units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four (4) HDHO Units shall be constructed.

This standard will be monitored at the time building permits are requested. 80% of the units will need to be deed restricted in accordance with Section 4.7.

4.7.6 Assurance of Primary Residential Housing and Occupancy.

Applicant needs to add the following notes to their master plan.

- A. General. HDHO Lots and Units shall be used for Primary Residential Housing for Actively Employed Households in perpetuity.
- B. Deed Restriction. The following Deed Restriction shall be integrated into the Development Agreement, the Master Plan, each Final Plat or Site Plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to a [this] Development Agreement and the [this] Master Plan recorded in the real property records of Grand County, Utah on _____ at Entry No[s]. _____ [and _____ , respectively].

Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.

Article 7 Subdivision Standards

Staff has reviewed the "Net Zero" HDHO Application for subdivision standards not specified within the HDH Overlay or addressed above. The following findings are pertinent to planning commission's review of the master plan.

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

Fire Protection: The Fire Department supports the general subdivision layout. It has requested cul-de-sacs instead of hammerhead turnarounds, but will accept them in the Applicant really needs them for subdivision design.

COMPATABILITY WITH GENERAL PLAN

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

COMPATABILITY WITH LAND USE CODE (ZONING)

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

LAND USE CODE REFERENCE SECTIONS

Sections 4.7 (High Density Housing Overlay) and 9.17.3 (Site Plan Requirements)

The subject property is zoned Rural Residential (RR), and is in the HDHO-10 overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is applied, the proposed preliminary plat will need to comply with all standards in Section 4.7 and Articles 5, 6, 7, and 9.

PROPERTY HISTORY

The property is currently undeveloped.



HIGH DENSITY HOUSING (HDH) OVERLAY APPLICATION

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

FOR OFFICE USE ONLY

Date of Submittal: _____ Application Processing Fees: **\$500.00**

Submittal Received by: _____ Amount Paid: _____ Fees Received by: _____

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

CONTACT INFORMATION

Property owner: Erich L Pflumm

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Engineer (if applicable): SET Engineering LLC

Address: 1309 E 3rd Ave. #21, Durango, CO 81301

Phone: 970-403-5088 cell: _____ fax: _____

Email address: jamesg@setengineering.com

Property owner representative (if applicable): _____

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

PROJECT INFORMATION

Project name: NetZero

General location of the property: Spanish Valley Drive between Rim Village and S Lake Lane

Underlying Zoning: Rural Residential district

Surrounding land uses: Residential and agricultural

Size of property: 2 acres

Number of lots/units proposed: 8 (for sale) 2 (for rent)

Number of deed restricted HDHO units proposed: 8 (for sale) _____ (for rent)

REQUIRED – Each of the following agencies will review for their ability to serve the proposed development through adequate existing and future easements, or provide a letter with detailed requirements for the proposed development. Applicants are encouraged to consult each of the following agencies prior to submitting a development application. Grand County Community and Economic Development staff will request approval letters or signatures from each agency after a complete application is submitted.

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

SUPPORTING MATERIALS

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

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

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

☒ **Applicant Statement.** In making its determination, the County Council shall consider the recommendation of the Planning Commission, staff reports, and the written and oral testimony presented. An Applicant statement shall address the following issues for consideration in Section 9.2.7. Because densities associated with the High Density Housing Overlays vary from those in the Future Land Use Plan of the County's 2012 General Plan, Applicants are encouraged to address why a High Density Housing Overlay Development meets the legislative intent and the established standards of Section 4.7.

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

☒ **Master Plan.** The Applicant shall provide a Master Plan that shall govern the High Density Housing Overlay Development in accordance with Section 4.7 of the Grand County LUC.

☒ **Conceptual Site Plan.** Shall include the information required under Section 9.17.3.A through N.

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

☒ **Covenants, Conditions, Restrictions.** Draft of any protective covenants where the developer/subdivider proposes to regulate land use or development standards in the subdivision.

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

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

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

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

APPLICANT CERTIFICATION

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

Property Owner's Signature: _____

Date: 8-21-19

State of Utah)
) SS
County of Grand)

SUBSCRIBED AND SWORN to and before me this _____

21st

day of August 20 19

Notary Lauren Kennedy



Applicant Statement HDH Overlay Application

August 21, 2019

Erich L Pflumm

4318 Chapman Rd

Moab, UT 84532

602-749-5833

Dear Grand County Planning Commission,

The **NetZero** subdivision is intended to meet the legislative intent of the High Density Housing Overlay Development as follows.

All the homes will be designed by Ted Clifton of Zero Energy Plans. Ted has been designing and building NetZero energy homes for over ten years. They are designed to be economical to build and energy efficient. All Ted's plans are designed with passive solar, water conservation, and indoor air quality in mind.

Our current home, at 4318 Chapman R, Moab UT, was designed by Ted. We could not be happier with the efficient layout, esthetics, comfort, and most important energy efficiency and affordability. Additional information regarding Ted Clifton is attached.

The square footage of the homes will be limited to 1,400, square feet further reduce building costs and conserving energy. The homes will be designed to blend in with the surrounding area. A privacy fence will be built on the perimeter to provide privacy to the property and surrounding area.

CC&Rs will require xeriscape landscaping. Ken's lake irrigation will be provide to all homes conserving culinary water. There is an existing connection to Ken's lake on the property.

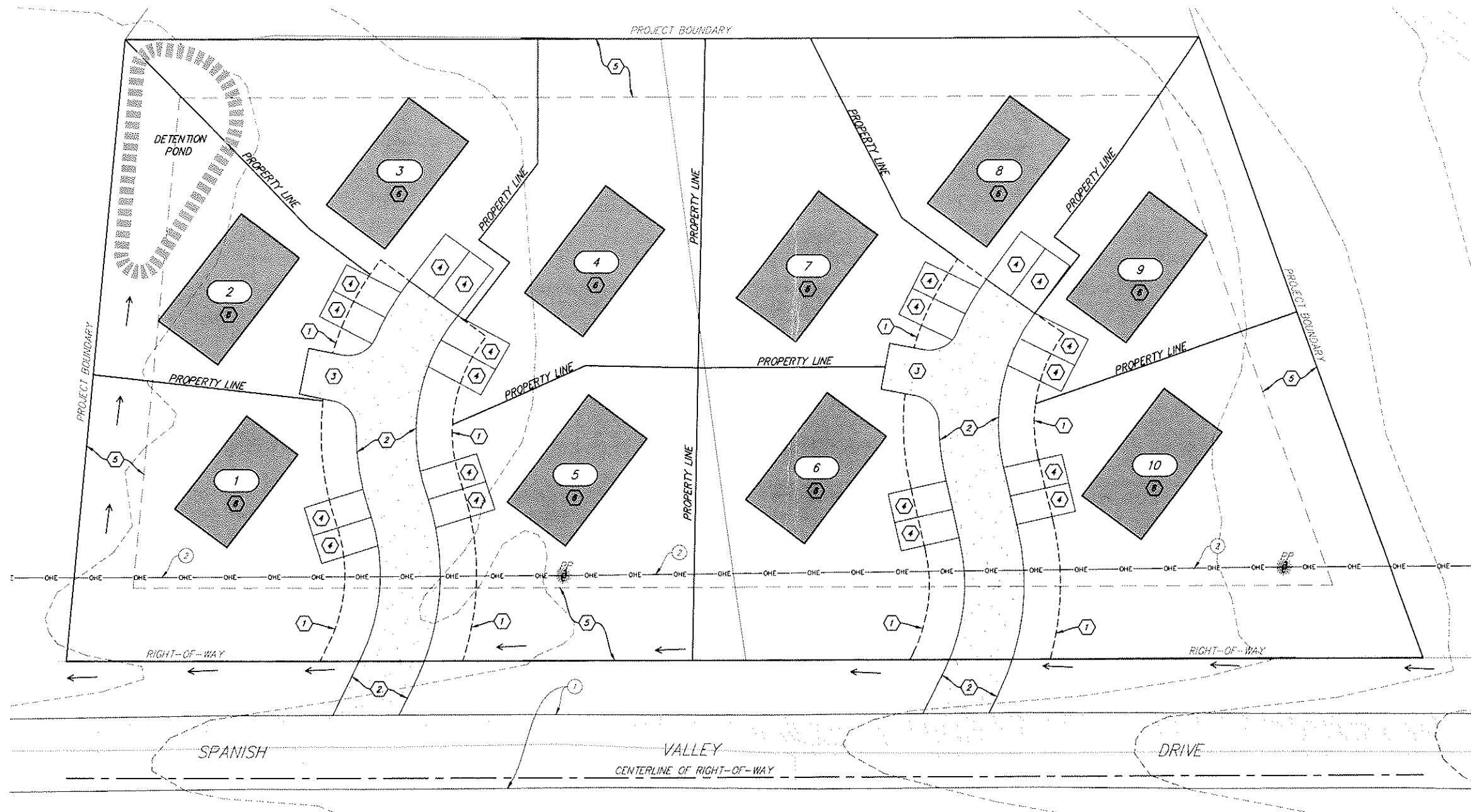
The goal of this development is to promote sustainable and affordable housing in our community. I am happy to address any concerns the Commissioners may have and am open to any suggestions that will help achieve this goal. I hope I have the opportunity see this to fruition. Thank you for your consideration.

Regards,

Erich Pflumm

A handwritten signature in black ink, appearing to read 'Erich Pflumm', with a long, sweeping horizontal stroke extending to the right.

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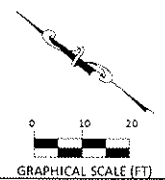


KEYNOTE LEGEND FOR EXISTING CONDITIONS:

- 1 PAVEMENT
- 2 OVERHEAD ELECTRIC LINE

KEYNOTE LEGEND FOR PROPOSED IMPROVEMENTS:

- 1 PRIVATE ACCESS TRACT ROAD EASEMENT
- 2 GRAVEL ROAD SURFACE
- 3 TURNAROUND--NO PARKING
- 4 PRIVATE PARKING SPACE (GRAVEL)
- 5 BUILDING SETBACK
- 6 CONCEPT BUILDING FOOTPRINT



REVISIONS	DATE	DESCRIPTION

SITE PLAN - CONCEPT #1
COMMUNITY REBUILDS - PFLUMM
SPANISH VALLEY
MOAB, UTAH



SHEET NO.
1 OF 1

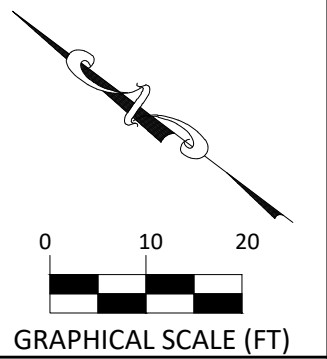
Project:
Date: 7-12-2019
Drawn By: JG
Checked By:

FOR REVIEW ONLY
NOT FOR
CONSTRUCTION

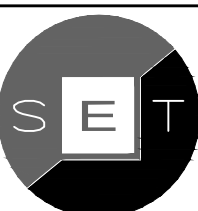
HDHO Lots: Lot 1, Lot 2, Lot 5, Lot 6, Lot 7, Lot 8, Lot 9, Lot 10

② OVERHEAD ELECTRIC LINE

6 CONCEPT BUILDING FOOTPRINT

[illegible]

**SITE PLAN - CONCEPT #1 -
PFLUMM SPANISH VALLEY
MOAB, UTAH**



ENGINEERING LLC
1309 E. 3rd Ave., #21
Durango, CO 81301
970-403-5088

SHEET NO.
1 OF 1

Project:

Date: 7-12-2019

Drawn By: JG

Checked By:

**FOR REVIEW ONLY
NOT FOR
CONSTRUCTION**

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NOTICE TO TITLE COMPANY:
SECTION 3 HEREIN REQUIRES
EACH DEED OF CONVEYANCE
INCLUDE THE DEED RESTRICTION
SET FORTH IN SECTION 3.2

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

This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “**Agreement**”) is made and entered into as of this 21th day of August, 2019 (the “**Effective Date**”) by and between Erich L Pflumm and Entrust Group Inc, FBO Erich L Pflumm Roth IRA, with its principal place of business located at 4318 Chapman Rd, Moab, UT 84532 (“**Owner/Developer**”), and Grand County, a political subdivision of the State of Utah (“**County**”).

Recitals

- A. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by this reference.
- B. WHEREAS, Owner/Developer has petitioned Grand County to apply the High Density Housing Overlay District (the “HDHO District Petition”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (“Section 4.7”).
- C. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property, provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Grand County Code (the “Code”).
- D. WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.7, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other matters as the County and the Owner/Developer have agreed.

Agreement

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

1. **DEFINITIONS.** All terms herein shall have those meanings assigned in Section 4.7.
2. **COVENANT TO COMPLY WITH SECTION 4.7.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.7, which provisions, duties, and obligations are integrated herein by this reference.
3. **DEED RESTRICTION.**
 - 3.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.
 - 3.2. Each deed of conveyance for an HDHO Lot or Unit shall include the following Deed Restriction:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on _____ (Date) at Entry No. _____.

Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit.
 - 3.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7, which Minimum Standards are integrated herein by this reference. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section 3.3 by a record owner of any HDHO Unit in Grand County.
 - 3.4. Owner/Developer shall include the deed restriction contained in Section 3.2 above in each and every deed of original conveyance of an HDHO Lot, and each deed of conveyance thereafter shall include the same.
 - 3.5. Owner/Developer shall include the deed restriction contained in Sections 3.2 and 3.3 above in each and every deed of original conveyance of an HDHO Unit, and each deed of conveyance thereafter shall include the same.
4. **DEFAULT.**

- 4.1. Violation or breach of any provision hereunder, or Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor's office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 4.2.
- 4.2. In the event an Event of Default is not cured under Section 4.1, fines in the amount of \$50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

5. MISCELLANEOUS.

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

- 5.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.
- 5.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.

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

COUNTY: Grand County
A political subdivision of the State of Utah

By: _____
Name: _____
Chair, Grand County Council

ATTEST:

County Clerk

Owner/Developer:

By: Erich Pflumm
Name: Erich Pflumm
Title: Owner

STATE OF UTAH)
) ss
COUNTY OF GRAND)

On the 21st day of August 2019, personally appeared before me Erich L Pflumm, the signer of the foregoing HDH Development Agreement who duly acknowledges before me that he executed the same.

Lauren Kennedy
NOTARY PUBLIC

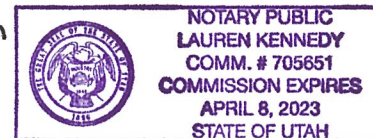


Exhibit A

Lots 2 and Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel Nos. 02-0SRE-0002 and 02-0SRE-0003)



Grand County Community and Economic Development
125 E Center St.
Moab, UT 84532

September 10, 2019

To: Erich L. Pflumm

RE: NetZero (HDH Overlay and Preliminary Plat)

The Grand County Development Review Team (DRT) has reviewed your HDHO Development application and has the following comments for you.

- If approved, you will be required to bond for the portion of a planned multi-use (bike and pedestrian) pathway on the west side of Spanish Valley Dr. The amount will be determined by the proportion of frontage on your property.
 - [Waiting for a reply from Chad regarding a cost estimate.](#)
 - [Are there any specific bonding companies to choose from?](#)
- Right of way may need to be dedicated. The public right of way will be 40 feet from the road centerline.
- If approved, you will be required to make half-width improvements to Spanish Valley Dr. according to the minor collector road standard (12 ft. travel lanes and 13 ft. shoulder). Although Spanish Valley Dr. is designated as a major collector, the Road Supervisor and Engineer will approve improvements up to the minor collector standard at this time.
 - [9/16/19 Discussed with Bill Jackson, will need to do turn-pockets for both entrances and striping. Will entail asphalt paving approximately the length of the property 13' wide. The specific design for improvements along Spanish Valley Drive and the equestrian trail has not been completed.](#)
 - [9/16/19 Requested a bid from Le Grand Johnson](#)
 - [9/19/19 Requested a bid from Nelson Construction](#)
 - [Bonding may be a more viable option](#)
- The proposed roads into your 5-lot clusters will need to be built to the upgraded private access tract standard or higher. You will be required to pave (not gravel) into the public right of way and a small number of feet into your property (<10 ft.) to prevent gravel from getting pulled into the shoulder or roadway.
 - [Would it be possible to pave a short distance into the right of way leaving room for the equestrian trail? Would the combination of downward slope into the property, additional paving of the turn-pockets, and use of compacted road base for the private access tract be sufficient to prevent gravel from getting pulled into the shoulder and roadway?](#)
- The private access tracts must intersect Spanish Valley Dr. at 90 degree angles.
 - [9/13/19 Per James Green of Set Engineering the angle is not less than 80 degrees. Appears to be compliant with Grand County Construction Standards, but can be changed if needed.](#)
- Elevations must be shown on each lot on the plat because it is in the 500 year floodplain.
 - [9/13/19 Discussed adding this to the site plan with James Green, finished floor to be one foot above floodplain.](#)
- Questions arose as to the accuracy of your stormwater runoff courses of flow. Several DRT



Grand County Community and Economic Development
125 E Center St.
Moab, UT 84532

members questioned whether the placement of your detention basin was in the wrong spot and should actually be closer to Spanish Valley Dr. It was suggested that two or three smaller basins along Spanish Valley Dr. would perform better. Please confirm topography and design.

- 9/13/19 Discussed revising this with James Green.
- 10 ft. public utility easements will be required on the perimeter of each road and lot. Where two lots share a boundary, it can be five feet on each side.
 - 9/13/19 Discussed adding this to the site plan with James Green.
- Please check with Rocky Mountain Power regarding the need to relocate power poles. You will need to check with Emery Telcom regarding fiber optic line locations as well.
 - 9/13/19 Per discussion with Gary Lawley at Rocky Mountain Power, power poles will not need to be relocated. Building need to a minimum of 15' away from overhead powerlines.
 - 9/18/19 discussed the need to address this with James Green.
 - 9/16/19 Placed a request for a 10 lot subdivision with Rocky Mountain power
 - 9/17/19 Per discussion with Jed Lawley at Emery, their lines are on the power poles and will follow the same trench as power. They will provide conduit to be installed when trenches are completed.
- The fire department would prefer cul-de-sacs at the end of each road rather than hammer head turnarounds, but they will leave the choice up to you. What you have shown is sufficient.
 - I will discuss this with James Green.
- GWSSA will require that each lot have secondary water. However, you have an existing irrigation connection and water rights that can be used for such.
 - 9/13/19 Had a discussion regarding how this will work with Dana Van Horn at GWSSA.
- Depending on the depths, GWSSA may require you to bring mains up the private access tracts and have individual lots connect via separate service lines (rather than running separate service lines all to Spanish Valley Dr).
 - 9/13/19 Had a brief discussion about this with Dana Van Horn and she suggested I check back when the process is further along.

While the above items do not need to be fully resolved in order to proceed with the HDH Overlay public hearings, we will not be able to schedule your review with the planning commission until October 8,



Grand County Community and Economic Development
125 E Center St.
Moab, UT 84532

2019. It is, however, to your benefit to read, consider, and respond to the above comments. You may submit an updated project narrative and master plan prior to the planning commission public hearing if you'd like. Please let us know if you have any questions.

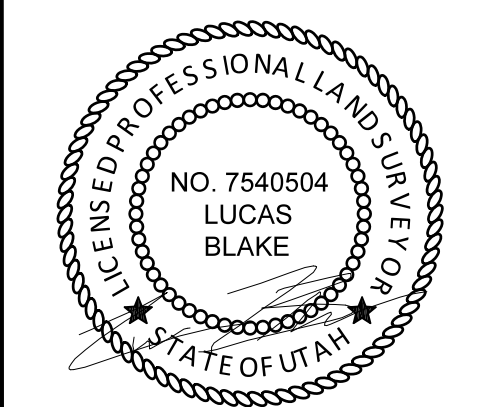
Thank you,

Zacharia Levine
Community and Economic Development Director
Grand County, UT
435-259-1371
zlevine@grandcountyutah.net

cc: Kenny Gordon, Planning & Zoning Administrator
Dave Dillman, Horrocks Engineering



30 South 100 East #2
Moab, UT 84532
435.259.8171



NOT VALID WITHOUT
ORIGINAL SIGNATURE

NOTE:
THIS SURVEY SHALL NOT BE USED WITH AN AFFIDAVIT OR LETTER OF ANY KIND
FOR REUSE INCLUDING, BUT NOT LIMITED TO, FUTURE CLOSINGS, MORTGAGES,
PLOT PLANS, CONSTRUCTION, LANDSCAPING, PERMITTING, ETC. THIS SURVEY IS A VACATION
REUSE THIS SURVEY BEYOND THE DATE AND SCOPE RED DESERT LAND SURVEYING LLC, ITS ASSOCIES,
AND/OR AGENTS SHALL NOT BE LIABLE FOR USE OF THIS SURVEY BY ANY OTHER
ENTITIES OR PERSONS FOR ANY PURPOSE BEYOND THE ORIGINAL DATE, SCOPE,

PROJECT TYPE:
ENGINEERING
SURVEY

PROJECT ADDRESS:
Lot 2 & 3 (Reid Subdivision)
Moab, Utah 84532

PROJECT LOCATION:
GRAND COUNTY, STATE OF UTAH

PREPARED FOR:
Erich Pflumm

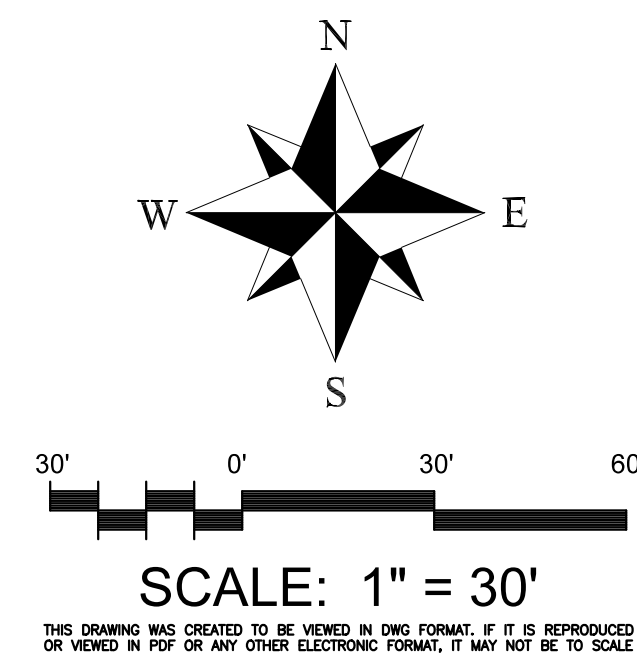
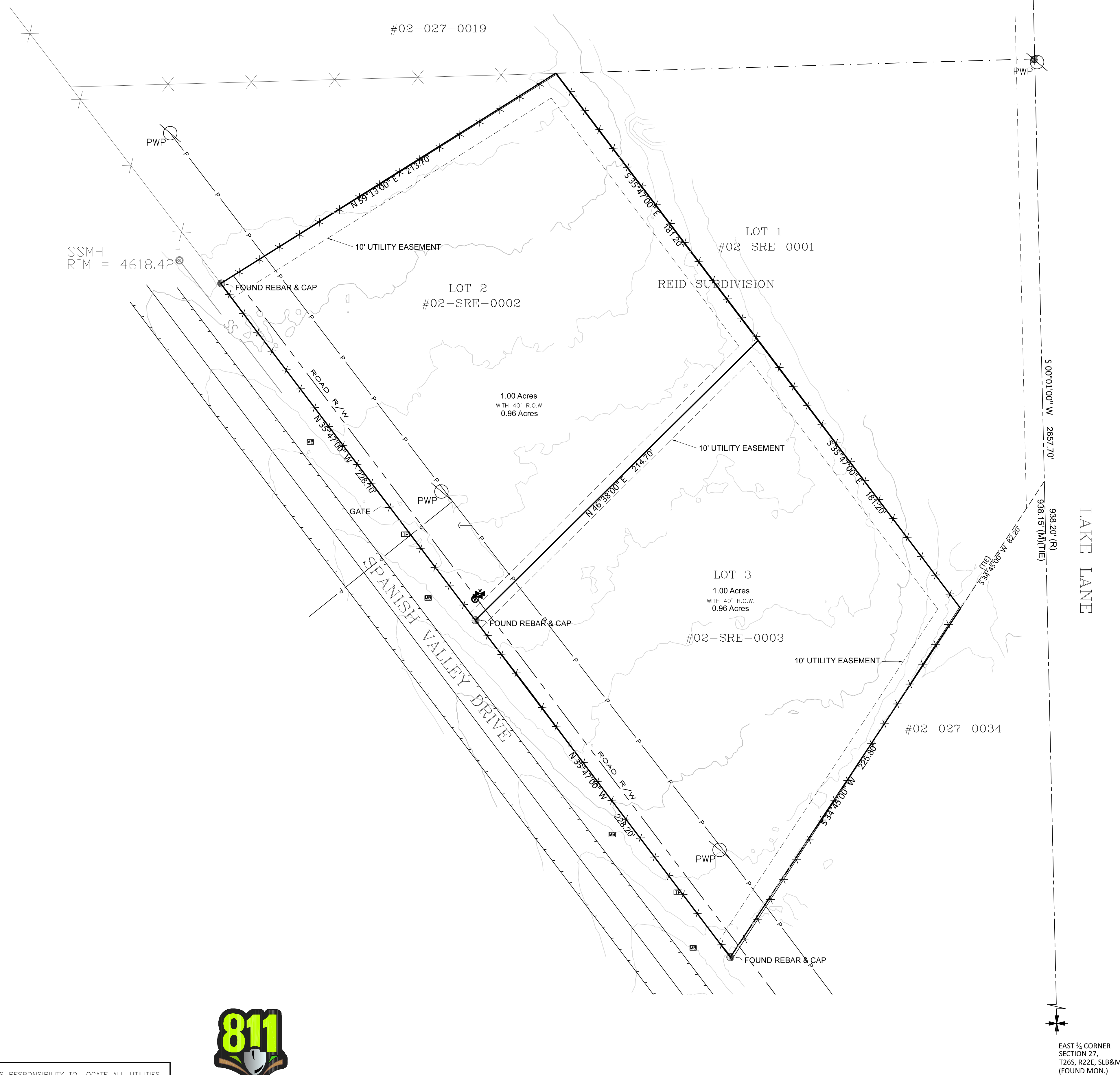
SHEET 1 OF 1

DATE:
8/5/2019

JOB NUMBER:
123-19

ENGINEERING SURVEY

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



ENGINEERING SURVEY

SURVEYOR'S CERTIFICATION

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

Lucas Blake
License No. 7540504

Lot 2 & 3 of the Reid Subdivision, in the SE 1/4 NE 1/4 Section 27, T26S, R22E, SLB&M, Grand County, Utah

SURVEYOR NOTES

THE BASIS OF BEARING IS N 00°01' E BETWEEN THE EAST QUARTER CORNER AND THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 22, SALT LAKE BASE AND MERIDIAN.

COORDINATE SYSTEM: UTAH STATE PLANE CENTRAL (NAD83, US SURVEY FEET) A ROTATION OF 1°19'51" FROM BEARINGS OF RECORD.

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

- FOUND LOT CORNERS IN PLACE.
- THE PRESCRIBED 40' FROM CENTERLINE FROM EXISTING IMPROVED ROAD OVERLAPS LOT LINES. ORIGINAL PLAT INDICATED A 33' R.O.W.
- POWER LINE WITHIN PROPERTY WITH NO RECORDED EASEMENT OF RECORD.

STANDARD LEGEND

	MONUMENT FOUND		POWERPOLE		SAN, SEWER LINE
	MONUMENT SET		GUY WIRE		SEWER MANHOLE
	SECTION MONUMENT		LIGHT POLE		GREASE TRAP
	MAG NAIL FOUND		GROUND LIGHT		FORCE MAIN
	MAG NAIL SET		STREET LIGHT POLE		CLEAN OUT
	FOUND X MARK		ELEC. TRANSFORMER		STORM DRAIN MANHOLE
	SET X MARK		AIR CONDITIONER		STORM INLET
	R.R. SPIKE FOUND		BURIED ELECTRIC		CATCH BASIN
	R.R. SPIKE SET		OVERHEAD ELECTRIC		CURB INLET
	BENCHMARK		ELECTRIC MANHOLE		PAY PHONE
	CONC. R/W MARKER		ELECTRIC METER		TELEPHONE BOX
	RECORD DATA		ELECTRIC BOX		TELEPHONE PEDESTAL
	MEASURED DATA		GENERATOR		TELEPHONE PEDESTAL
	CALCULATED DATA		ELECTRICAL VAULT		TELEPHONE POLE
	R/W RIGHT OF WAY		ELECTRICAL PEDESTAL		TELEPHONE LINE
	BSL BACK SET LINE		WATER LINE		OVERHEAD TELEPHONE
	RCP REINFORCED CONC PIPE		WATER MANHOLE		UNDERGROUND TELEPHONE
	CMP CORRUGATED METAL PIPE		WATER VALVE		TELEPHONE MARKER
	PVC PLASTIC PIPE		WATER METER		CABLE TELEVISION
	MTL METAL		HYDRANT		FIBER OPTIC CABLE
	AGL ABOVE GROUND LEVEL		BACK FLOW PREVENTOR		OVERHEAD CABLE
	F.P. FOOTPRINT		FIRE DEPARTMENT CONNECTION		CABLE BOX
	DECIDUOUS TREE		FIRE PROTECTION VALVE		CABLE PEDESTAL
	L/S LANDSCAPING		HOSE BIBB		UNDERGROUND CABLE MARKER
	CONIFER TREE		CONTROL VALVE		TELECOMMUNICATIONS MANHOLE
	SQUARE METAL LID		IRRIGATION CONTROL VALVE		TELECOMMUNICATIONS PEDESTAL
	FUEL TANK LID		RECLAIMED WATER VALVE		TRAFFIC POLE
	FLAG POLE		WATER VAULT		TRAFFIC SIGNAL
	UNKNOWN MANHOLE		GAS VALVE		TRAFFIC MANHOLE
	FROZEN MANHOLE		GAS METER		TRAFFIC SIGNAL BOX
	UNKNOWN VAULT		UNDERGROUND GAS MARKER		TRAFFIC VAULT
	UNKNOWN VAULT METAL		GAS PEDESTAL		STOP SIGN
	UNKNOWN VALVE		GAS MANHOLE		SIGN
	MAIL BOX		GAS LINE		PROPANE TANK
	BORE HOLE		UNDERGROUND OIL MARKER		GUARD RAIL
	MONITORING WELL				FENCE

811
Know what's below
Call before you dig.

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



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

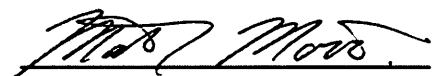
If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

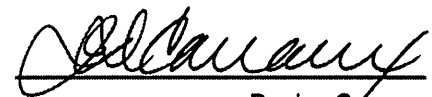
Countersigned by:


Authorized Countersignature

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




Matt Morris
President and CEO


Denise Carraux
Secretary

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

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

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

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

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

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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File No. 12139

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 2 of 3



- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

STEWART TITLE GUARANTY COMPANY

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

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File No. 12139

ALTA Commitment For Title Insurance 8-1-16 (4-2-18)

Page 3 of 3

AMERICAN
LAND TITLE
ASSOCIATION



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data for reference only:

Issuing Agent: Anderson-Oliver Title Insurance Agency, Inc.
Issuing Office: 94 E. Grand Ave., Moab, UT 84532
Issuing Office's ALTA® Registry ID: N/A
Loan ID Number:
Commitment Number: 12139
Issuing Office File Number: 12139
Property Address: 3827 South Spanish Valley Drive, Moab, UT 84532
3859 Spanish Valley Drive, Moab, UT 84532
Revision Number:

1. **Commitment Date:** July 15, 2019 at 8:00 A.M.

2. Policy to be issued:	Proposed Policy Amount
(a) ALTA Owner's Policy Standard	\$0.00

Proposed Insured: Erich Pflumm

(b) ALTA Loan Policy Standard

Proposed Insured: TITLE COMMITMENT ONLY	\$220.00
--	----------

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

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

5. **The Land is described as follows:**
Grand County, Utah:

Lots 2 and Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel Nos. 02-0SRE-0002 and 02-0SRE-0003)

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File No. 12139

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Requirements

File No.: 12139

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.

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

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File No. 12139

ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 1



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

File No.: 12139

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

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

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
4. Easements, liens, or encumbrances, or claims thereof, which are not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; ditch rights; (d) minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel and other hydrocarbons in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities related thereto, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
7. Any lien or right to a lien for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
8. Taxes for the year 2019 are accruing as a lien; not yet due and payable. Taxes for the year 2018 were paid in the amount of \$852.88 for each lot.
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may

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File No. 12139

UT ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 1 of 2



ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exceptions

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

10. Matters pertaining to the Subdivision Plat of REID SUBDIVISION, in the SE1/4 NE1/4 Section 27, T26S, R22E, SLM, Grand County Utah recorded June 15, 1993 as Entry No. 428644 in Book 453 at page 497.

A judgment search was made in the following names and none were found of record except as noted above:
Erich Pflumm

CHAIN OF TITLE:

According to the Official Records, there have been no documents conveying the land described herein within a period of 24 months prior to the date of this commitment, except as follows: None

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File No. 12139

UT ALTA Commitment For Title Insurance Schedule 8-1-16 (4-2-18)

Page 2 of 2



STG Privacy Notice

Stewart Title Companies

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

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

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

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

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

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

SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ▪ request insurance-related services ▪ provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact us: If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1360 Post Oak Blvd., Ste. 100, Privacy Officer, Houston, Texas 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

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

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

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

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

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes — to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

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

Sharing practices

How often do/does Anderson-Oliver Title Insurance Agency, Inc. notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Anderson-Oliver Title Insurance Agency, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Anderson-Oliver Title Insurance Agency, Inc. collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none">• request insurance-related services• provide such information to us <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us

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

2:48:35PM

Parcel: 02-0SRE-0002	Serial #:REID 2	Entry: 523526
Name: ENTRUST GROUP INC FBO		
c/o Name: ERICH L PFLUMM	Property Address	
Address 1: 4318 CHAPMAN RD	SPANISH VALLEY DR 3827 S	
Address 2:	MOAB	84532-0000
City State Zip: MOAB	UT 84532-0000	Acres: 1.00
Mortgage Co:		
Status: Active	Year: 2019	District: 002 SPANISH VALLEY
		0.010661

Owners	Interest	Entry	Date of Filing	Comment
ENTRUST GROUP INC FBO		523526	03/30/2017	(0851/0144)
PFLUMM ERICH L ROTH IRA #50-01245		523526	03/30/2017	(0851/0144)

Property Information		2019 Values & Taxes				2018 Values & Taxes		
		Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LV01	LAND VACANT	1.00	80,000	80,000	852.88	80,000	80,000	842.56
	Totals:	1.00	80,000	80,000	852.88	80,000	80,000	842.56

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

2019 Taxes:	852.88
Special Fees:	0.00
Penalty:	0.00
Abatements: (0.00)
Payments: (0.00)
Amount Due:	<u>852.88</u>

2018 Taxes: 842.56

Review Date
02/05/2015

NO BACK TAXES!

Back Tax Summary

Year	Principal	Specials Total	Penalty	Interest Due	Interest Rate	Total Payments	Total Due
2016	0.00	0.00	0.00	0.00	7.00%	900.76	0.00
Totals:	0.00	0.00	0.00	0.00		900.76	0.00

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

Taxing Description

LOT 2 REID SUBDIVISION 1.00 AC

GRAND COUNTY CORPORATION
Tax Roll Master Record

August 5, 2019

2:52:17PM

Parcel: 02-0SRE-0003		Serial #: REID 3		Entry: 524048	
Name: PFLUMM ERICH					
c/o Name:					
Address 1: 4318 CHAPMAN LN					
Address 2:					
City State Zip: MOAB		UT 84532-0000		Property Address	
Mortgage Co:				SPANISH VALLEY DR 3859	
Status: Active		Year: 2019		Acres: 1.00	
		District: 002 SPANISH VALLEY		84532-0000	
				0.010661	

Owners	Interest	Entry	Date of Filing	Comment
PFLUMM ERICH		524048	04/13/2017	(0852/0036)

Property Information	2019 Values & Taxes				2018 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
LV01 LAND VACANT	1.00	80,000	80,000	852.88	80,000	80,000	842.56
Totals:	1.00	80,000	80,000	852.88	80,000	80,000	842.56

****** ATTENTION !! ******
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 APPROVED! Any levied taxes or values shown on this
 printout for the year 2019 are SUBJECT TO CHANGE!!
 (Using Proposed Tax Rate)

2019 Taxes: 852.88
 Special Fees: 0.00
 Penalty: 0.00
 Abatements: (0.00)
 Payments: (0.00)
 Amount Due: 852.88

2018 Taxes: 842.56

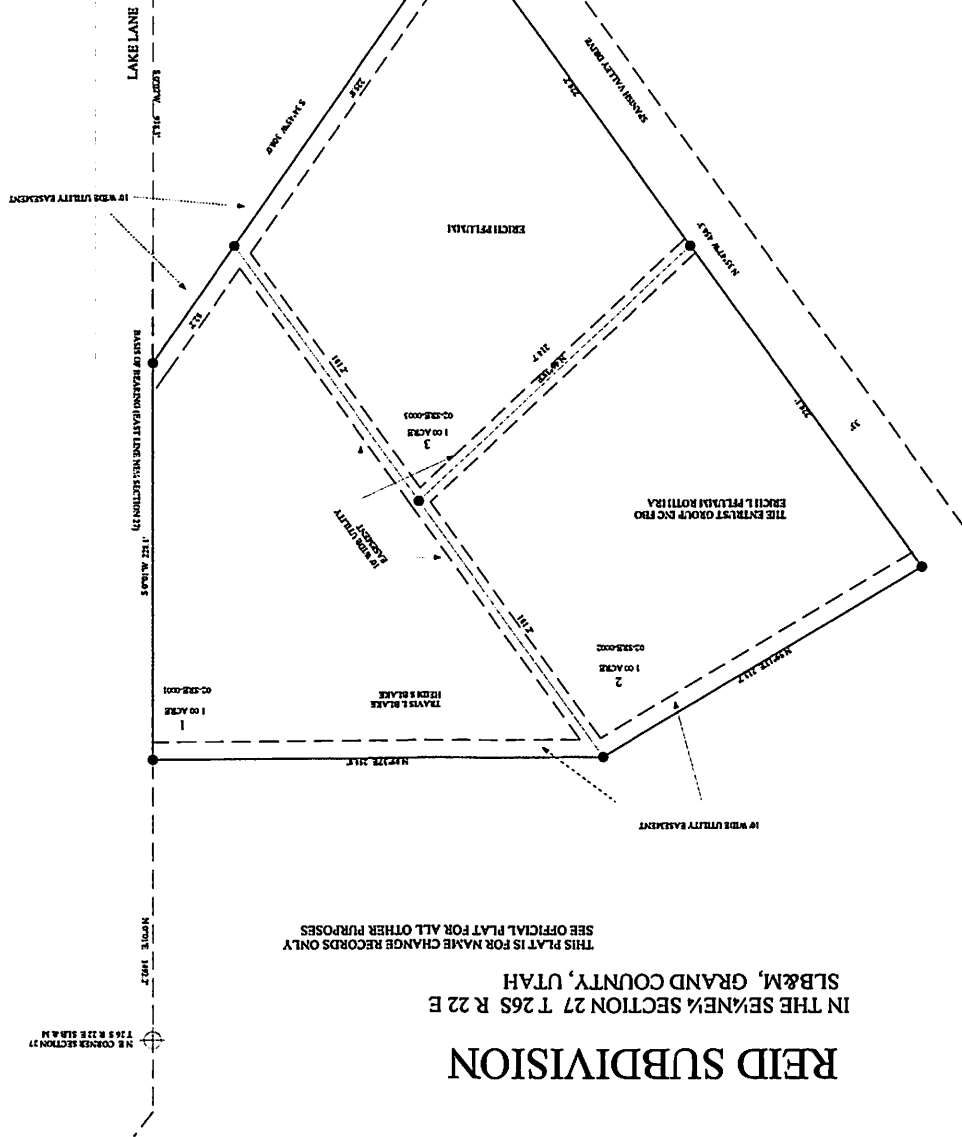
Review Date
02/05/2015

NO BACK TAXES!

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

Taxing Description

LOT 3 REID SUBDIVISION 1.00 AC



Mail Tax Notice to: Erich Pfumm
4318 Chapman Lane
Moab, UT 84532

Ent 524048 Bk 852 Pg 36
Date: 13-APR-2017 2:14:49PM
Fee: \$10.00 Charge
Filed By: GKW
JOHN ALAN CORTES, Recorder
GRAND COUNTY CORPORATION
For: ANDERSON-OLIVER TITLE INSURANCE
AGENCY

WARRANTY DEED

File Number: 10616

Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982, GRANTOR (S), whose address is 8640 South Russell Park Road, Salt Lake City, UT 84121 hereby CONVEY(S) AND WARRANT(S) to Erich Pfumm, GRANTEE(S) whose address is 4318 Chapman Lane, Moab, UT 84532 for the sum of (\$10.00) Ten Dollars and No Cents and other good and valuable considerations the following described tract of land in Grand County, State of Utah, to-wit:

Grand County, Utah:

Lot 3, REID SUBDIVISION, according to the official plat thereof. (Parcel No. 02-OSRE-0003)

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

WITNESS the hand of said Grantor, this 10th day of April, 2017.

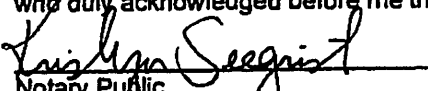

Robert J. Reid Jr., as Successor Trustee of THE
REID FAMILY TRUST dated April 21, 1982

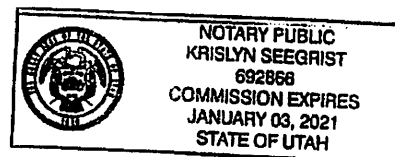
State of Utah)

)ss.

County of) *Salt Lake*

On the 11 day of April, 2017, personally appeared before me, Robert J. Reid Jr., as Successor Trustee of THE REID FAMILY TRUST dated April 21, 1982, the signer(s) of the foregoing Warranty Deed who duly acknowledged before me that he/she/they executed the same.


Notary Public
My commission expires: 1-3-2021
Residing in: Sandy, UT



Grand County
125 East Center Street
Moab UT 84532

435-259-1321

Receipt No: 8.026007

Aug 21, 2019

HDH Overlay-Pflumm

Previous Balance:	.00
Licenses & Permits - Planning & Z. Fees	500.00
10-3220-000-000 PLANNING & Z.FEES	
<hr/>	
Total:	500.00
<hr/>	
Check	500.00
Check No: 192	
Total Applied:	500.00
<hr/>	
Change Tendered:	.00
<hr/>	

Duplicate Copy

08/21/2019 10:35 AM

Agenda Summary
GRAND COUNTY PLANNING COMMISSION
October 2, 2019

TITLE:	Villamayor Subdivision (High Density Housing Overlay – HDHO 10 and Preliminary Plat)
FISCAL IMPACT:	N/A
PRESENTER(S):	Community and Economic Development Staff

Prepared By:
GRAND COUNTY
COMMUNITY
DEVELOPMENT

FOR OFFICE USE ONLY:

Attorney Review:

N/A

POSSIBLE MOTION:

Move to postpone action on the Villamayor Subdivision HDHO Development request until the required updates to the master plan are provided.

OR

Move to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO-10) to the parcels located at 3827 & 3859 Spanish Valley Drive, conditioned upon the following:

- a) Applicant adds all the following statements to their master plan document:
 - a. The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to a [this] Development Agreement and the [this] Master Plan recorded in the real property records of Grand County, Utah on _____ at Entry No[s]. _____ [and _____ , respectively].
 - b. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.
- b) Applicant specifies all dimensions on the master plan (parcel acreages, building footprints/parking area footprints, setbacks, linear distances of roads, road widths, etc.) rather than using callouts without dimensions.
- c) Applicant designates the deed restricted units on the official master plan to be recorded.
- d) Applicant retitles the master plan document to read: Master Plan for Villamayor High Density Housing Overlay Development.
- e) Applicant adds a legal description to the master plan.
- f) Elevations must be shown on each building in the plat because it is in the 500 year floodplain.
- g) Applicant will improve the existing driveway in order to serve all the proposed interior parking.

- h) All access points to Spanish Valley Dr. will be paved into the public road right of way.
- i) Applicant should utilize and integrate bioswales and bioretention facilities to manage the stormwater runoff to the degree possible as determined by the County engineer.
- j) Applicant will be required to include ADA accessible parking stalls in the covered areas and garages. In effect, Applicant must provide 1 space for each 25 spaces for each type (to ensure equal access to each type).
- k) The units will need to be fire sprinklered.
- l) Applicant shall receive a final approval of transportation improvements and storm water management design by the County Engineer.
- m) Applicant adds all other required elements of Section 9.17.3 A through N (Site plan submission).

OR

Motion 1:

Move to send a favorable recommendation to the County Council for applying the High Density Housing Overlay (HDHO-10) to the parcel located at 3745 Spanish Valley Drive.

Motion 2:

Move to approve the proposed preliminary plat for Villamayor Subdivision HDHO Development contingent upon the following:

- a) The County Council approves the development agreement committing developer to the deed restriction requirements of Section 4.7 and applies the HDHO-10 to the subject parcels;
- b) The developer's final plat and building design standards comply with all other requirements of Section 4.7 – High Density Housing Overlay.

STAFF RECOMMENDATION:

Review and consider application materials provided to the planning commission related to the proposed Villamayor Subdivision. Staff's current recommendation is to postpone action on the agenda item. Staff ultimately recommends the planning commission provide a favorable recommendation for the HDH 10 Overlay to be applied to the subject parcel IF THE DEVELOPER AGREES TO A MAXIMUM HEIGHT OF TWO (2) STORIES AND 28 FEET to ensure better compatibility with the surrounding areas. Staff would recommend postponing approval of the preliminary plat based on the requested changes above and in the staff report.

Should planning commission choose to act on the preliminary plat, conditional approval of the preliminary plat would not constitute legislative action applying the HDH overlay to the subject parcel. The applicant will be required to seek legislative approval of the High Density Housing (HDH) overlay from the County Council in order for the conditional Preliminary Plat approval to be valid if the Planning Commission grants it. A conditional Preliminary Plat approval does not constitute a final approval of the subdivision's technical elements either; the County will require the applicant comply with all engineering requirements and receive a final approval for infrastructure improvements.

BACKGROUND:

See staff report attached and below for project specifics.

The applicant is seeking a Preliminary Plat approval of the Villamayor Subdivision HDHO Development from the Planning Commission, contingent upon the High Density Housing Overlay (HDHO) Approval from the Grand County Council. Planning Commission shall make recommendations on the two items separately. First, a recommendation should be made as to the legislative application of the HDHO-10 to the subject parcel. Second, Planning Commission shall review the Preliminary Plat application for Villamayor Subdivision. Planning Commission shall express its approval of the Preliminary Plat as conditional approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and justifications.

ATTACHMENT(S):

1. Preliminary Plat Application
2. High Density Housing Application
3. Applicant Statement
4. Restricted Units
5. Preliminary Plat
6. Drainage Plan
7. Survey
8. Title Report
9. Application Fee



STAFF REPORT

COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT

GRAND COUNTY, UTAH

DATE: Tuesday, October 08, 2019

TO: Grand County Planning Commission

SUBJECT: "Villamayor" High Density Housing Overlay (HDHO-10) and Preliminary Plat Applications

PROPERTY OWNER: Villamayor, LLC

PROP. OWNER REP: George Smith

ENGINEER: Region Engineering – Shawn Herring

PROPERTY ADDRESS: 3745 Spanish Valley Drive

SIZE OF PROPERTY: 7.93 Acres

EXISTING ZONE: Rural Residential (RR)

EXISTING LAND USE: Residence / agricultural.

ADJACENT ZONING AND LAND USE(S): Rural Residential (RR) & Multi-Family Residential (MFR)

APPLICATION TYPE

Preliminary Plat / High Density Housing Overlay (HDHO-10)

STAFF RECOMMENDATION: Postpone

Comments (optional): Staff is generally supportive of the layout of the proposed subdivision. However, Staff does not believe 3 story condo buildings will fit with the character of the surroundings. Staff would recommend the Developer consider a similar layout of the buildings and other site elements but limit the heights of the buildings to two stories and an appropriate height such as 28 feet. There are several administrative changes needed in the Applicant's documents as well, such as placing the correct project names and sheet titles on the master plan documents.

APPLICATION PROCEDURE

Decision Type: Legislative

Public Notices: ☐ Public Meeting at:

- ☐ Planning Commission
- ☐ County Council

☒ Public Hearing at:

- ☒ Planning Commission
- ☒ County Council

Attachments:

- | | |
|--|--|
| <input type="checkbox"/> Approval Letters | <input type="checkbox"/> Legal Description |
| <input checked="" type="checkbox"/> Site Plan | <input type="checkbox"/> Public Comments |
| <input type="checkbox"/> Landscape Plan | <input type="checkbox"/> Agency Comments |
| <input checked="" type="checkbox"/> Vicinity Map | <input type="checkbox"/> Response to Standards |
| <input type="checkbox"/> Legal Notice | <input type="checkbox"/> Other: Click or tap here to enter text. |

SUMMARY OF REQUEST

The subject property is a 7.93 acre lot located in the Rural Residential (RR) zone at 3745 Spanish Valley Drive. The developer is requesting application of the HDHO-10 overlay to their parcel. If granted, the developer proposes a subdivision comprised of seventy eight (78) condo style homes and one (1) existing single family home. The total unit count for this development would be seventy nine (79) units. As is permitted by County process, the developer is requesting to combine the legislative and administrative components of the HDH Overlay process by simultaneously seeking application of the HDHO-10 and a conditional preliminary plat approval.

SITE IMPROVEMENTS / ADDITIONS / CHANGES

The Applicant would be required to dedicate any land needed to secure 40' of public right of way from the road centerline of Spanish Valley Dr. In addition, the Applicant will need to make half-width improvements to their side of Spanish Valley Dr. according to the Minor Collector Road Standard (More discussion of the road standard is provided below.) The Applicant would also be responsible to bond for the cost of building the multi-use pathway planned on the west side of Spanish Valley Dr. To serve the proposed development, the Applicant would need to extend power, gas, water/sewer, and telecommunications infrastructure into the subject lots. .

CONSIDERATIONS FOR APPROVAL, DENIAL, AND/OR POSTPONEMENT

4.7.1 Purpose.

The High Density Housing Overlay Districts (“HDHO Districts”) are designed to provide for modification of the otherwise applicable development standards of the underlying base district as specified in Articles 2 and 5 of the Grand County Code, in order to accomplish one or more of the following purposes:

- A. Facilitating the provision of new housing units used for Primary Residential Occupancy by Actively Employed Households;
- B. Achieving the goals of the housing element of the County’s General Plan;
- C. Implementing the policies and goals of the housing element of the County’s General Plan;
- D. Encouraging the development of new high quality housing units by assisting both the public and private sector in making the provision of these units economically viable; and
- E. Encouraging the provision of primary residential housing through the combination of multiple-family and single-family residential zoning districts within the County where the residential housing projects are determined to be feasible and are consistent with the County’s General Plan.

Staff believes the developer’s narrative and proposed site plan (Title needs to be changed to say “Villamayor High Density Housing Overlay Development Master Plan”) meet the legislative intent of the High Density Housing Overlay. Staff’s recommendation is to approve a scaled down version of the proposed master plan. A development proposal with a very similar layout with maximum building heights of two-stories and 28 feet would fit the character of the vicinity much more. With or without changes, a recommendation for approval of the HDH Overlay application should be conditioned upon all of the changes and items noted in the agenda summary document. A conditional preliminary plat approval would need to follow the same conditions.

4.7.5 Development Standards.

- A. Eligibility. In order to reduce costs associated with the development and construction of Primary Residential Housing, the property development standards set forth in Section 4.7.5.C are established for and shall apply to all HDHO Developments within the HDHO Districts upon approval of a site plan or preliminary plat approval.
- B. Property Development Standards. The following development standards shall apply to HDHO Developments within the HDHO Districts:
 - 1. General Design Standards. The development shall be designed and developed in a manner compatible with and complementary to existing and potential development in the immediate vicinity of the development site. Site planning on the perimeter shall provide for protection of the property from

adverse surrounding influences and shall protect surrounding areas from potentially adverse influences from the property. To the greatest extent possible, the design of the development shall promote privacy for residents and neighbors, security, and use of passive solar heating and cooling through proper placement of walls, windows, and landscaping.

See comments above regarding compatibility with the surrounding area. Staff has not fully evaluated the implications of site design on passive solar heating and cooling, but these dimensions probably do warrant some additional consideration.

2. Minimum Design Standards. Minimum design standards are included to ensure a high degree of quality in the development of HDHO units. Unless modified by the County Council, the following design standards shall apply to a development that utilizes the density increases allowed by this Section.

Staff has reviewed the proposed preliminary plat for compliance with the following standards:

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

There currently is sidewalk proposed throughout the development and connecting proposed buildings.

b. Screening Requirements

The developer is not proposing anything that would require screening.

1. Exterior finishes may be of wood, masonry, stone, stucco, HDO board or other high quality material permitted by the building code, but shall not utilize vinyl siding; cedar or wood shakes; highly reflective, shiny, or mirror-like materials; or exposed plywood or particle board.
2. Buildings shall utilize at least two (2) of the following design features to provide visual relief along the front of the residence:
 - a. Projections, recessions, or reveals such as, but not limited to, columns, pilasters, cornices, and bay windows
 - b. Dormers.
 - c. Gables.
 - d. Recessed entries, a minimum of three (3) feet deep.
 - e. Covered front porches.
 - f. Cupolas.
 - g. Architectural Pillars or Posts.
 - h. Quoins.
 - i. Corbeling on wall.
 - j. Decorative lintel.
 - k. Incorporation of brick or stone on at least 25% of front surface area.

b. Where HDHO units may be placed on the same lot as current or future temporary or short-term accommodations, dedicated HDHO units shall be clustered together so as to minimize the exposure of residents to temporary guests. In all other developments, where temporary or short-term

accommodations units do not exist and cannot exist due to zoning restrictions, dedicated HDHO units shall be dispersed throughout the residential development.

Applicant has complied with these standards. Sixty-three (63) out of theseventy-nine (79) proposed lots will need to be Deed Restricted HDHO Lots. Additionally, the Applicant has done a great job of dispersing the HDHO Units throughout all the buildings.

- c. Where there is a combination of commercial and residential uses, the commercial uses shall front along the highest road designation. Residential development shall be located behind commercial development or on upper floors above commercial development.
 - d. The County Council may waive, or modify, any, or all, of these requirements when the Council finds it is infeasible to comply due to physical or other constraints on the lot.
3. Minimum Building Site Area and Lot Width. There shall be no minimum building site area, minimum lot width, or maximum lot coverage requirements for individual lots or individual dwelling sites in a HDHO Development. However, the building site area, lot widths, and lot coverage percentages shall be designated on a preliminary plat or site plan pursuant to Section 4.7.9 below.

Applicant needs to show these dimensions on the preliminary plat.

4. Density. Overall density of site development within an HDHO District shall not exceed the limits established in Section 4.7.4.

Applicant has complied with these standards.

5. Building Height

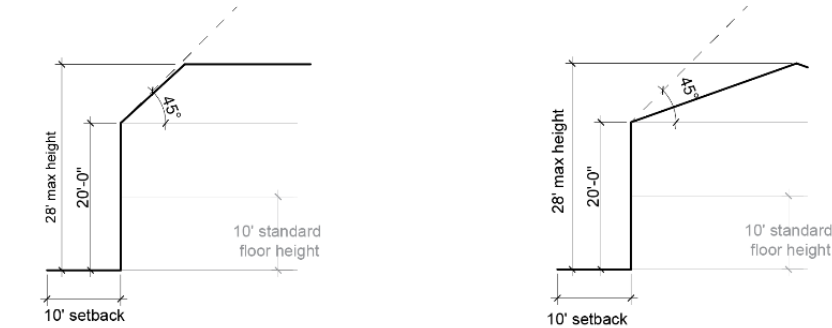
These standards are to be reviewed at the time a building permit is requested. Staff recommends establishing a lower maximum building height than is allowed in the base zone district due to concerns about compatibility with surrounding areas. The Applicant may not be able to develop as many units without the third story and a maximum height of thirty-five (35) feet, but a scaled-down project is likely to fit better with the surrounding area.

- a. Maximum building heights shall not exceed the limits defined in the underlying zone district except that buildings constructed in the HDHO 35b District shall not exceed four (4) stories or forty-two (42) feet in height.
- b. To the maximum extent possible, building heights and locations shall minimize shading and interruption of solar access to adjacent properties with existing residential structures or commercial agricultural operations.
- c. All structures shall conform to the Ridgeline Standards of Section 6.9.8.
- d. Structures built within an HDHO Development must comply with the setback and buffer requirements of the underlying zone. The maximum height of the building at the exterior wall shall be the greater of:
 - 1. 20 feet
 - 2. The building's setback at that point

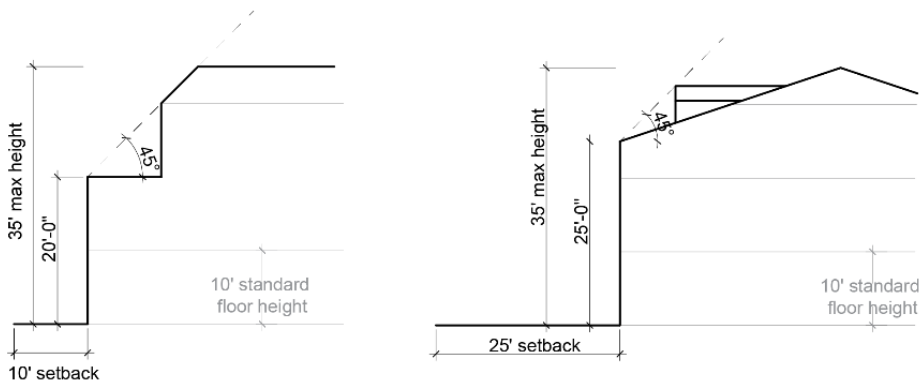
Applicant needs to specify setbacks on the master plan and preliminary plat.

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

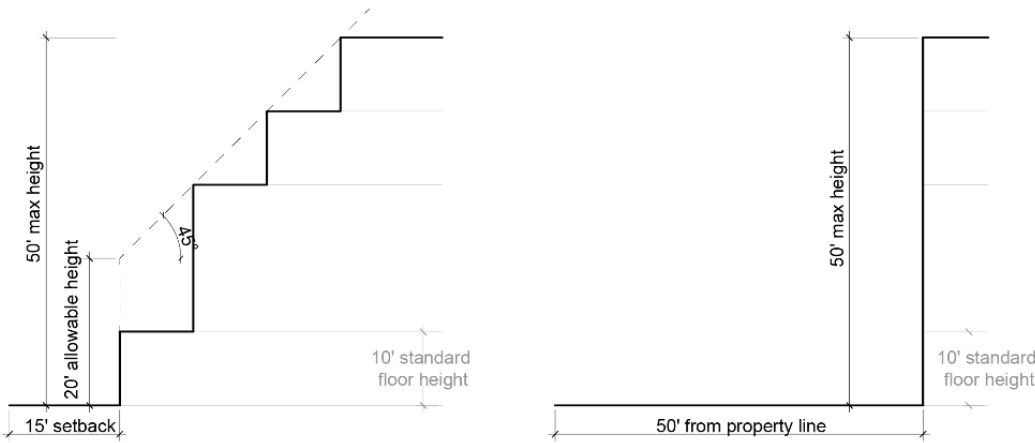
Examples of HDH Height-Compliant Structures



28' Max. Height Examples



35' Max. Height Examples



50' Max. Height Examples

- 6. Setbacks. The minimum setbacks from the lot line of the development shall be determined by the

buffer requirements of Section 5.4.1.B and the compatibility standards of Section 6.10.

Applicant needs to specify setbacks on the master plan and preliminary plat.

7. Parking.

a. Number of spaces required

1. For every single-family or two-family dwelling, there shall be provided at least two (2) off-street parking spaces for each unit. Parking spaces provided in a garage or carport may count towards the minimum requirement.
2. For every attached multifamily dwelling, off-street parking spaces shall be provided in accordance with Section 6.1.4:

Multi-family dwellings	Efficiency and one-bedroom	1.5 per dwelling unit
	Two-bedroom	1.75 per dwelling unit
	Three-bedroom and Larger	2.0 per dwelling unit

b. Parking design requirements

1. Parking areas for single-family or two-family dwellings need not be paved.
2. Parking areas for attached multifamily dwellings shall be subject to the off-street requirements outlined in Section 6.1.7.
3. Uncovered surface parking may be permitted in the rear and side setbacks but is not permitted in the front or street-side setback.
4. Garages, carports, and individual locking storage units are subject to the setback standards outlined in Section 5.4.1.
5. Required spaces for multifamily developments equal to or greater than five units shall be covered in a carport or a garage except that for multifamily dwellings with four or fewer units, parking spaces can be uncovered.

The master plan appears to have adequate parking spaces.

8. Minimum Standards of Physical Condition. Each HDHO Unit is required to have and maintain those minimum standards of physical conditions set forth in Exhibit B - Minimum Standards.
9. Streets. All public streets within or abutting the proposed planned development shall be dedicated and improved to County specifications for the particular classification of street.

Spanish Valley Drive is a County owned and maintained road. The County's standard approval procedure is to require that Developers dedicate any Right of Way width on their side of the road centerline that is needed to accommodate the proposed road classification and standard in the Transportation Master Plan. In this instance, the Transportation Master Plan calls for an 80 foot ROW (40 feet on each side of the center line) to accommodate Spanish Valley Drive as a Major Collector Road. The County also requires that Developers make planned roadway improvements within their portion of the roadway frontage. In this instance, that includes half-width improvements to the road surface and the planned multi-use pathway. Although the County's Transportation Master Plan calls for Spanish Valley Drive to be a Major Collector at full build-out of Spanish Valley, the County's Engineer, Road Supervisor, and Community and Economic Development Director believe that roadway improvements up to the Minor Collector standard is more appropriate at this time for two reasons. First, Spanish Valley Drive can accommodate significantly more traffic without seeing a drop in level of service. Second, expanding the roadway width to the Major Collector standard at this time may actually result in less safe conditions. The Developer accepts that they must improve their half-width of Spanish Valley Drive and build or bond for their frontage portion of the multi-use pathway.

Interior roads for the proposed development will need to be built to the Private Lane standard. They will also need to be owned and maintained by the development's HOA.

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

11. Construction Timing. The HDHO Units shall be ready for occupancy no later than the date of the initial or temporary occupancy of any unrestricted units within the development or applicable phase thereof. If the unrestricted units are developed in phases, then the HDHO Units may be developed in proportion to the phasing of the unrestricted units. For example, for each unrestricted unit constructed at least four (4) HDHO Units shall be constructed.

This standard will be monitored at the time building permits are requested. 80% of the units will need to be deed restricted in accordance with Section 4.7.

4.7.6 Assurance of Primary Residential Housing and Occupancy.

Applicant needs to add the following notes to their master plan.

A. General. HDHO Lots and Units shall be used for Primary Residential Housing for Actively Employed Households in perpetuity.

B. Deed Restriction. The following Deed Restriction shall be integrated into the Development Agreement, the Master Plan, each Final Plat or Site Plan, and each deed of conveyance:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to a [this] Development Agreement and the [this] Master Plan recorded in the real property records of Grand County, Utah on _____ at Entry No[s]. _____ [and _____ , respectively].

Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit in Grand County.

Article 7 Subdivision Standards

Staff has reviewed the preliminary plat application for subdivision standards not specified within the HDH Overlay or addressed above. The following findings are pertinent to planning commission's review of the preliminary plat.

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

Fire Protection: The Fire Department supports the general subdivision layout. Turning radii in the back corners, however, needs to be updated to accommodate emergency vehicles. Emergency access to the pool area will also need to be granted.

COMPATABILITY WITH GENERAL PLAN

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

COMPATABILITY WITH LAND USE CODE (ZONING)

Sections 4.7 (High Density Housing Overlay) and 9.17.3 (Site Plan Requirements)

The subject property is zoned Rural Residential (RR), and is in the HDHO-10 overlay zone. The developer is seeking legislative approval of the High Density Housing Overlay being applied to the subject parcel. Once the HDH overlay is applied, the proposed preliminary plat will need to comply with all standards in Section 4.7 and Articles 5, 6, 7, and 9

LAND USE CODE REFERENCE SECTIONS

Section 3.1 Use Table

Principal Uses by Zoning District														
Use Category	Specific Use	RESIDENTIAL					NONRESIDENTIAL					Use-Specific Standards		
		SLR	LLR	RR	MFR	RG	NC	GB	RC	RS	HC		LI	HI
Key: P = Permitted by right C = Conditional Use Permit Required ___ Not Permitted (Use-specific Standards and descriptions of Use Categories are provided in 3.2 and 3.4, respectively)														
Residential Uses (Section 3.4.7)														
Household Living	Dwelling, single-family	P	P	P	P	P				P	P			
	Zero lot line house	P	P	P	P	P				P				3.2.1K
	Alley-loaded house	P	P	P	P	P				P				3.2.1A
	Dwelling, two-family (duplex)	P	P	P	P	P			P	P				3.2.1D
	Townhouse	P	P	P	P	P			P	P				3.2.1G
	Dwelling, multi-family				P				P	P				3.2.1C
	Manufactured home	P	P	P	P	P				P	P			3.2.1H
	Manufactured home community	C									C			3.2.1I
	Upper-story residential						P	P	P	P	P	P		3.2.1J
	All other household living uses				P									
Group Living	Group home	P	P	P	P	P					P			3.2.1E
	All other group living	C	C	C	C	C		P			P			3.2.1F

4.7.4A

High Density Housing (HDH) District	Maximum Density
HDH 35a	35 units per acre
HDH 35b	35 units per acre
HDH 25	25 units per acre
HDH 15	15 units per acre

HDH 10	10 units per acre
HDH 5	5 units per acre

4.7.6 Assurance of primary residency and occupancy.

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

The developer has submitted a development agreement to the County following the standard form provided by the County. Staff will request that the County Attorney review prior to County Council. Application of the HDH-10 Overlay to the subject parcel is contingent upon the County Attorney's and Council's approval of the development agreement. Because a preliminary plat approval is contingent upon application of the HDH-10 Overlay, the development agreement will be part of the County Council's review, and approval or denial. If the HDH-10 Overlay is approved and the Applicant is permitted to develop under the HDHO standards (as per the preliminary plat), each deed restricted lot shall be designated on the plat prior to final plat approval and recordation. Further, each deed restricted lot shall include such restriction on its chain of title in perpetuity.

PROPERTY HISTORY

The subject parcel currently has one (1) single-family home and a hemp farm.



**COMMUNITY DEVELOPMENT
ENGINEERING & PLANNING**

PRELIMINARY PLAT APPLICATION

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

FOR OFFICE USE ONLY

Date of Submittal: _____

Preliminary Plat Processing Fees: \$550.00 for first five (5) lots x \$125.00 per lot for each lot in excess of five lots

Submittal Received by: _____ Fee Paid: _____ Fees Received by: _____

CONTACT INFORMATION

Property owner: Villamayor LLC

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Engineer: Shawn Herring Region Engineering & Surveying

Address: 1776 N State St #110 Orem UT 84057

Phone: 801 376 2245 cell: 801 376 2245 fax: _____

Email address: sherring@regiondesignllc.com

Property owner representative: George Smith

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

PROJECT INFORMATION

Project name: Sandstone Condos / Villamayor Condos

General location of the property: 3745 S Spanish Valley Drive Moab UT 84532

Size of the subject property: 7.9 acres Number of lots: 78

Surrounding land uses: Agriculture, Nightly Rentals

Current Zoning: HDA Overlay district

REQUIRED – Each of the following agencies will review for their ability to serve the proposed development through adequate existing and future easements, or provide a letter with detailed requirements for the proposed development. Applicants are encouraged to consult each of the following agencies prior to submitting a development application. Grand County Community and Economic Development staff will request approval letters or signatures from each agency after a complete application is submitted.

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

SUPPORTING MATERIALS

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

1. **APPLICATION SUBMISSION.** Two complete sets of all supporting materials shall be submitted with this application. These complete sets should include one large (24" x 36") set as well as one electronic copy. If the plans are not approved as submitted, two corrected large sets of plans, one small set of plans, and one electronic copy of plans shall be submitted that comply with the Zoning Administrator's approval. The preliminary plat shall be considered officially filed after application review fees which are established by resolution of the County Council have been paid and after it is examined and found to be in general compliance with the provisions of these regulations by the Zoning Administrator.
2. **PRIOR TO MEETING.** Revised sets of plans shall be submitted prior to the application being placed on a Planning Commission/County Council meeting, including an electronic file.
3. **POST MEETING.** If the revised sets of plans are not approved as submitted two corrected sets of plans shall be submitted that comply with the Planning Commission's approval.

☐ **Preliminary Plat.** A Preliminary Plat drawing will be required which shows accurate alignments, boundaries and monuments as certified by a land surveyor registered in Utah. Preliminary Plats shall be prepared at a scale no smaller than one (1) inch equals two hundred (200) feet. Plats of large areas may be prepared on multiple, serially numbered sheets with match lines and an index map. The vicinity and index maps shall appear on the first of the serially numbered sheets. The following data shall be included on the Preliminary Plat:

- **Boundary Lines and Bearings.** Boundary lines, bearings, and distances sufficient to locate the exact area proposed for subdivision. At least one (1) subdivision corner shall be referenced to a survey (abstract) corner. The area, in acres, of the subdivision shall also be shown.
- **Adjacent Subdivisions.** The name and location of a portion of adjoining subdivisions shall be drawn to the same scale and shown in dotted lines adjacent to the tract proposed for subdivisions in sufficient detail to show actually the existing lots, streets, alleys and other features that may influence the layout and development of the proposed subdivisions. Where adjacent land is not subdivided, the name of the owner of the adjacent tract shall be shown.
- **Intersecting Streets.** The angle of intersection of the centerline of all intersecting streets.
- **Proposed Streets, Alleys and Easements.** The names, location and widths of all streets, alleys and easements proposed for the subdivision, and all known rights-of-way and/or easements within or affecting the area to be subdivided.
- **Proposed Blocks, Lots and Parks.** The subdivision shall show all proposed streets and alleys, easements, blocks, lots, parks, etc., with principal dimensions.
- **Contours.** Existing topographic contours at 5 foot intervals and all easements or rights-of-way necessary for drainage within or without the boundaries of the addition.
- **Subdivision Title and Planner.** The title under which the proposed subdivision is to be recorded, the name of the owner and the name of the engineer or land planner who prepared the plat.

-
- **Dedicated Parks, Playgrounds and Other Public Uses.** Sites, if any, to be reserved or dedicated for parks, playgrounds or other public uses.
 - **Scale, North Point**
 1. Scale, north point, date and other pertinent data
 2. The scale of the preliminary plat may be at one (1) inch equals 200 feet.
 3. Name, address and telephone number
 4. Property owner's name, address, and telephone number.
 5. Proposed layout of utilities
 6. A proposed preliminary layout of sanitary sewer and water lines to serve the subdivision.
 - **Proposed Land Uses.** A designation of the proposed uses of land within the subdivision and any zoning amendments proposed to be requested.
 - **Vicinity Map.** A vicinity map on a smaller scale showing the proposed subdivision and its relationship to the surrounding area and County limits.

☐ **Preliminary Master Plan.** If the proposed subdivision is a portion of a tract that is later to be subdivided, then a tentative master plan of the entire subdivision shall be submitted with the preliminary plat of the portion first to be subdivided. The master subdivision plan shall conform in all respects to the requirements of the preliminary plat; except, it may be on a scale of not more than one (1) inch to 100 feet, or other staff-approved scale.

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

☐ **Drainage Plan.** A drainage plan prepared and stamped by a licensed engineer shall be submitted. The report shall contain a drainage map and a plan view of the overall storm water system. The grading, drainage, and erosion plan shall address the following issues: description of features and hydrological conditions; drainage basin and sub-basin; drainage facility design criteria; infrastructure design criteria; grading plan; and erosion control. Specifically, the report shall contain at a minimum the following information:

- The existing roadways, drainage ways, vegetation and hydrological conditions of a ten (10) year twenty-four (24) hour event and a one hundred (100) year twenty-four (24) hour event.
- The major basin descriptions referencing all major drainage reports such as FEMA, major drainage planning reports, or flood insurance maps and the basin characteristics and planned land uses.
- The sub-basin description showing the historical drainage pattern and off-site drainage patterns both upstream and downstream of the property
- A general discussion of how the proposed system conforms to existing drainage patterns and offsite upstream drainage will be collected to protect development
- The water quality evaluation showing the water quality shall not be degraded from existing storm water quality including how solids are collected and not allowed to be discharge into downstream waters and how oils and greases are separated from stormwater.
- Maintenance plan and procedure for storm water system; thorough narrative of all charts, graphs, tables or other information included in the report describing how it effects the proposed development.
- Infrastructure design criteria showing the piping is sized to handle the peak intensity of the ten (10) year storm event; all detention basins are sized to handle one hundred (100) year storm while discharging at a maximum ten (10) year twenty-four (24) hour historical rate; a ten (10) foot traffic lane in both directions is maintained at all locations within the development; and that the roadway and infrastructure will handle a one hundred (100) year storm event without flooding homes or damaging public property.
- Grading plan showing: soil map depicting unique soil features such as collapsible soil, rock features, etc.; a grading plan showing all cut and fill areas within development including: the identification of slopes; fill and cut depths; and rock features within ten (10) feet of post grade soil surface.
- The grading plan shall also show how the grades will allow water to run off of lot areas without ponding and creating flooding problems for homes.
- Erosion control shall show: how erosion will be controlled during construction; explain and design such that construction debris and silts will not be collected by storm water system; show and design for all cut and fill slopes will not be eroded and how these areas will be re-vegetated.



☐ **Covenants, Conditions, Restrictions.** Draft of any protective covenants where the subdivider proposes to regulate land use or development standards in the subdivision.

☐ **Application Fee.** The process / filing fee of \$550.00 for first 5 lots then \$125.00 per lot over 5 shall be paid in full.

APPLICANT CERTIFICATION

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

Property Owner's Signature: _____ Date: _____



HIGH DENSITY HOUSING (HDH) OVERLAY APPLICATION

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

FOR OFFICE USE ONLY

Date of Submittal: _____ Application Processing Fees: **\$500.00**

Submittal Received by: _____ Amount Paid: _____ Fees Received by: _____

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

CONTACT INFORMATION

Property owner: VILLAMAYOR, LLC

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

Engineer (if applicable): SHAWN HERRING - REGION ENGINEERING & SURVEYING

Address: 1776 NO STATE ST #110 OREM UT 84057

Phone: 801-376-2245 cell: 801-376-2245 fax: _____

Email address: sherring@regiondesignllc.com

Property owner representative (if applicable): GEORGE SMITH

Address: _____

Phone: _____ cell: _____ fax: _____

Email address: _____

PROJECT INFORMATION

Project name: SANDSTONE CONDO

General location of the property: 3745 S. SPANISH VALLEY DRIVE, MOAB, UT 84532

Underlying Zoning: HDH OVERLAY district

Surrounding land uses: NIGHTLY RENTALS, AGRICULTURE,

Size of property: 7.90 acres

Number of lots/units proposed: 39 (for sale) 24 (for rent) 39 54

Number of deed restricted HDH units proposed: 24 (for sale) 39 (for rent)

REQUIRED – Each of the following agencies will review for their ability to serve the proposed development through adequate existing and future easements, or provide a letter with detailed requirements for the proposed development. Applicants are encouraged to consult each of the following agencies prior to submitting a development application. Grand County Community and Economic Development staff will request approval letters or signatures from each agency after a complete application is submitted.

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

SUPPORTING MATERIALS

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

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

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

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

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

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

☐ **Covenants, Conditions, Restrictions.** Draft of any protective covenants where the developer/subdivider proposes to regulate land use or development standards in the subdivision.

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

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

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

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

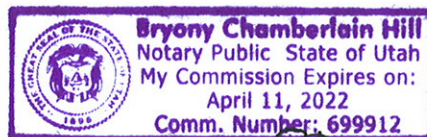
APPLICANT CERTIFICATION

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

Property Owner's Signature: _____

Date: 7-30-19

State of Utah)
) SS
County of Grand)



SUBSCRIBED AND SWORN to and before me this 30

day of July, 2019

Sandstone Condominiums at Moab
4500 Spanish Valley Drive
Grand County, Utah
22 August 2019

+

Project Information for Preliminary Site Plan Review

Sandstone Condominiums at Moab conform to Ordinance 591 (2019) as required by Grand County. The purposes of this Ordinance are as follows:

- A. Encourage the development and availability of housing that is accessible and affordable to a broad range of household with varying income levels within the County.
- B. Promote the County's goal to add housing units to the County's housing stock that may be owned or rented by households actively employed within the County.
- C. Facilitate new development in a compact and orderly manner.
- D. Minimize the impacts of new development on existing neighborhoods and residents within HDH districts.
- E. Reduce the cost of constructing and maintaining infrastructure associated with new developments.
- F. Actualize the affordable housing goals and policies identified in the Grand County General Plan, which includes incentives for increasing density in strategically identified areas throughout the County.

As stated by Grand County, "more home ownership and rental housing is needed to accommodate future growth". This project provides three sizes and costs of units, eighty percent being HDHO units and twenty percent open to rentals. The project provides seven building with seventy-eight units and one existing house. Therefore, sixty-two units meet the HDHO requirement and the remaining sixteen do not.

During Phase One, buildings 'A' and building 'C' shall be built. All twenty-four units shall meet the HDHO requirements. Future buildings 'B' and 'D' shall all be HDHO units. Units in buildings 'E' and 'F' on the ground floor (eight units) will not meet the requirements and all six units in building 'G' shall not be HDHO units. Each building shall have a ADA-compliant unit on the ground floor and all other ground units shall be Type 'B' units.

The project site is 7.9 acres, therefore allowing 79 housing units. Seventy-eight units are new units and one is an existing house. The site is across the street from an existing high density development. The remaining area is single-family residences.

Parking areas shall be screened from the adjacent properties and the public street. Screening shall be either chainlink fencing with metal slats or vinyl fencing at the property lines and a compact hedge of densely twigged deciduous shrubs between the parking areas and the public street.

Parking of 2.0 spaces shall be provided for each unit, one of which shall be a garage. All parking areas shall be paved with concrete in the garages and asphalt for the remainder of the parking. Large parking spaces are provided on the south border for larger vehicles, such as mobile homes, boats and other vehicles. Extra parking spaces are provided for guests and overflow parking. Minimum parking space size is 9'-0" by 20'-0". Two parking spaces in front of each building shall be handicapped size. All parking shall be covered.

The project area at the public street shall have a concrete sidewalk and ten-foot unpaved area for horse riding. The bicycle lane shall be on the other side of the existing street. The north parking entrance is across the street from Maynard Lane.

A swimming pool and club house is planned in the last phase of the project.

The submission includes the survey, providing a legal description of the site.

Parking islands shall be constructed in all areas of the parking lots, conforming to Paragraph 'c' of the Minimum Design Standards. The islands are not currently shown on the site plan.

NOTICE TO TITLE COMPANY:

SECTION 4 HEREIN REQUIRES EACH DEED OF CONVEYANCE INCLUDE THE DEED RESTRICTION SET FORTH IN SECTION 4.2

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

This DEVELOPMENT AGREEMENT AND DEED RESTRICTION (this “**Agreement**”) is made and entered into as of this 22nd day of August 2019 (the “**Effective Date**”) by and between Villamayor LLC, a Utah limited liability company with its principal place of business located at 3745 S Spanish Valley Drive (“**Owner/Developer**”), and Grand County, a political subdivision of the State of Utah (“**County**”).

Recitals

1. WHEREAS, Owner/Developer owns that certain property situated in Grand County, Utah, as more particularly described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by this reference.
2. WHEREAS, Owner/Developer has requested Grand County to apply the High Density Housing Overlay District (the “HDHO District Application”) to the Property to take advantage of the Development Standards and other Development Incentives set forth in Section 4.7 of the Grand County Land Use Code (“Section 4.7”).
3. WHEREAS, the Grand County Council has, in the exercise of its legislative discretion and following all required public hearings, approved the application of the HDHO District to the Property pursuant to the terms and conditions herein and provided that no fewer than eighty percent (80%) of the units developed on the Property are deed restricted for Primary Residential Housing for Actively Employed Households, as defined in Section 4.7.3 of the Grand County Code (the “Code”).
4. **WHEREAS, pursuant to the authority of Utah Code §17-27A-102(1)(b) and Section 4.7, as amended, the Parties desire to enter into this Agreement for the purpose of formalizing certain obligations of Owner/Developer with respect to the Property, and such other**

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, including approval of the application of the HDHO District to the Property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **DEFINITIONS.** All terms herein shall have those meanings assigned in Section 4.7 of the Grand County Code (“Section 4.7”).
2. **COVENANT TO COMPLY WITH SECTION 4.7.** In consideration of the application of the HDHO District to the Property, and specifically the Development Standards set forth in Code Section 4.7.5, Owner/Developer hereby covenants and agrees to strictly comply with the provisions, duties, and obligations of Section 4.7, which provisions, duties, and obligations are integrated herein by this reference.
3. **ADDITIONAL TERMS AND CONDITIONS.**

4. **DEED RESTRICTION.**

- 4.1. At least eighty percent (80%) of all Lots or Units developed on the Property shall be deed restricted for Primary Residential Occupancy for Actively Employed Households, as designated on the Final Plat or Site Plan.
- 4.2. Each deed of conveyance for an HDHO Lot or Unit shall include the following Deed Restriction:

The Property shall be used for Primary Residential Housing for Actively Employed Households as required by Grand County Land Use Code, Section 4.7, High Density Overlay Districts Overlay, in perpetuity. The Property is further subject to the Development Agreement recorded in the real property records of Grand County, Utah on _____ (Date) at Entry No. _____.

Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Deed Restriction by a record owner of any HDHO Lot or Unit.

- 4.3. Each HDHO Unit is required to have and maintain those minimum standards of physical condition set forth in Exhibit B, Minimum Standards, to Section 4.7, which Minimum Standards are integrated herein by this reference. Grand County reserves the right to revoke, deny or suspend any permit, including a land development permit, conditional use permit, building permit, certificate of occupancy, or discretionary approval upon a violation or breach of this Section 4.3 by a record owner of any HDHO Unit in Grand County.
- 4.4. Owner/Developer shall include the deed restriction contained in Section 4.2 above in each and every deed of original conveyance of an HDHO Lot, and each deed of conveyance thereafter shall include the same.

- 4.5. Owner/Developer shall include the deed restriction contained in Sections 4.2 and 4.3 above in each and every deed of original conveyance of an HDHO Unit, and each deed of conveyance thereafter shall include the same.

5. DEFAULT.

- 5.1. Violation or breach of any provision hereunder, or Section 4.7, shall constitute an Event of Default. Upon the occurrence of any Event of Default, the County shall provide written notice by certified mail, postage prepaid, to the defaulting owner at the address on file with the Grand County Assessor's office, which notice shall be effective as of the date of deposit in the United States Mail. The defaulting owner shall have thirty (30) days to remedy the Event of Default, after which time the County may enforce all remedies available to it under this Agreement, Section 4.7, or Utah law including specific performance and monetary fines pursuant to Section 5.2 herein.
- 5.2. In the event an Event of Default is not cured under Section 5.1 above, fines in the amount of \$50 per day shall accrue until the Event of Default is cured. The County reserves the right to seek judicial enforcement of these fines, including a judgment lien and foreclosure.

6. MISCELLANEOUS.

- 6.1. Owner/Developer hereby waives any defenses, rights or remedies that it might otherwise assert against the County in connection with: (i) the application of the rule against perpetuities to this Agreement; or (ii) any claim that the covenants in this Agreement recorded against the HDHO Lots and Units are not covenants running with the land upon the Property. This waiver shall be binding upon and inure to the benefit of the successor and assigns of the Owner/Developer and the County.
- 6.2. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of any of the foregoing Agreement shall be invalid or prohibited under applicable law, such provisions shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions in this Agreement.
- 6.3. If any party shall take or defend against any action for any relief against another party arising out of this Agreement, the prevailing party in such action or defense shall be entitled to reimbursement by the other party for all costs including, but not limited to, reasonable attorneys' fees and court costs incurred by the prevailing party in such action or defense and/or enforcing any judgment granted therein, all of which costs shall be deemed to have accrued upon the commencement of such action and/or defense and shall be paid whether or not such action or defense is prosecuted to judgment. Any judgment or order entered in such action or defense shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.
- 6.4. This Agreement shall be governed by and construed under Utah law.

- 6.5. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors, and assigns of the parties.
- 6.6. Paragraph or section headings within this Agreement are inserted solely for convenience of reference and are not intended to, and shall not, govern, limit or aid in the construction of any terms or provisions contained herein. Further, whenever the context so requires herein, the neuter and gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.
- 6.7. This Agreement may be amended only upon written amendment executed by both Parties, recorded in the real property records of Grand County, Utah; provided, however, that all material terms and provisions, including the percentage of HDHO Lots or Units, may not be amended or modified without reapplication to the County.
- 6.8. This Agreement shall be recorded by Owner/Developer prior to recordation of a final plat or issuance of a building permit for any unit within a site plan approved hereunder, as required by Section 4.7.

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

ATTEST:

_____ County Clerk

STATE OF UTAH)

COUNTY: Grand County

A political subdivision of the State of Utah

By: _____ Name: _____ Chair, Grand
County Council

Owner/Developer:

By: _____ Name: _____ Title:

) ss COUNTY OF GRAND)

On _____, 2019, _____ (name), as _____ (title) of
_____ (entity name), a Utah _____ (entity type), appeared before
me and acknowledged and swore to me that the foregoing Agreement was signed on
behalf of _____ (entity name) by authority of its Articles of
Organization [OR Incorporation] and Operating Agreement [OR Bylaws].

_____ NOTARY PUBLIC

Exhibit A Real Property Legal Description

PARCEL 1:

BEGINNING AT A POINT BEARS 1151.9 FEET SOUTH AND 347.8 FEET WEST FROM THE NORTHEAST CORNER SECTION 27, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°40' EAST 347.6 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE WITH SAID SECTION LINE SOUTH 00°01' WEST 155.5 FEET; THENCE SOUTH 89°40' WEST 656 FEET TO EAST RIGHT-OF-WAY OF SPANISH VALLEY DRIVE; THENCE WITH SAID RIGHT-OF-WAY NORTH 36°12' WEST 192.00 FEET; THENCE NORTH 89°40' EAST 421.6 FEET TO POINT OF BEGINNING.

PARCEL 2:

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PARCEL 3:

BEGINNING AT A POINT WHICH BEARS SOUTH 1018.0 FEET AND WEST 402.6 FEET FROM THE NORTHEAST CORNER SECTION 27, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN AND PROCEEDING THENCE SOUTH 0°20' EAST 134.3 FEET; THENCE SOUTH 89°40' WEST 367.6 FEET TO THE EAST RIGHT OF WAY SPANISH VALLEY DRIVE; THENCE WITH SAID RIGHT OF WAY NORTH 36°12' WEST 165.6 FEET; THENCE NORTH 89°40' EAST 404.5 FEET TO BEGINNING.

PARCEL 4:

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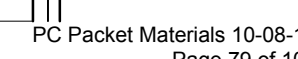
Said property is also known by the street address of:

3745 S Spanish Valley Drive, Moab, UT 84532

Exhibit B Narrative Summary

It is our goal to work closely with Grand County to develop and make available housing that is accessible and affordable in Spanish Valley. We feel this property has the potential to meet these goals. The property in total is 7.9 acres. We plan to keep as much of the natural landscape and open space as possible. Our project as viewed on the site plan will include 78 new units and 1 existing home. The first phase will include building A and building C (both a smaller floor plan 12 plex). The second phase will be construction of building B and building D (a larger floor plan 12 plex). The first 48 units will be completely deed restricted as required by 4.7.6.B. The third phase will be building G E and F. Building G is a 6 plex with no deed restrictions. Building E and F will be the larger floor plan 12 plex and the top two floors (8 units per building will be deed restricted in accordance with 4.7.6.B, while the bottom floor of each building will not be deed restricted (4 units per building). In total we will provide a total of 64 deed restricted units and 14 unrestricted units. All architectural style and development features are presented in the site plan and building plans.

SD 1.3

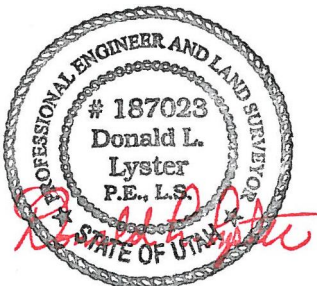
PC Packet Materials 10-08-10
Page 30 of 40

DRAINAGE REPORT

For The
SANDSTONE CONDOS

Located in
GRAND COUNTY, UTAH

Tuesday, September 10, 2019



Prepared by:
Shawn Herring
Region Engineering & Surveying
1776 North State Street #110
Orem, Utah 84057
(801) 376-2245

Project Location & Description

The proposed project is located in Grand County, part of Utah. Located at approx. 3206 South Spanish Valley Drive.

Existing Conditions

The subject property is currently vacant with no use on site. Development surrounds the site on all sides. Terrain of the site runs mostly Northwest at a slope of -0.75%, but the site generally contains its own water, therefore no historical drainage patterns/concerns are visible.

Drainage Design Criteria

Storm water runoff will be collected in a system of gutters and curb inlet boxes, and will utilize multiple LID swales within planter areas. The swales will terminate at SD Sumps that collect the drainage within 2 ponds. Based on the provided calcs, the sumps and ponds are adequate enough to handle the site drainage for the 25 year storm.

All planter areas to be utilized as LID areas, whether a sump exists or not. Any overflow exceeding the capacity of the sumps and LID areas will ultimately end up at the 2 pond sites. In the event of a larger storm (100 year+) the runoff will overtop the SW corner and into the main road.

Stormwater Quality

Best Management Practices will be used during construction to minimize the amount of sediment leaving the site. The following BMP's are anticipated: use of a silt fence along the down-gradient side of the project; the use of traffic/truck stabilized construction entrances and inlet protection where necessary. The BMP's are shown and noted within the construction drawings on sheets EC-01 and EC-02.

Conclusion & Acceptance

This report for the drainage design of The Sandstone Condos was prepared by me (or under my direct supervision) and was designed to comply with the local provisions. I understand that Grand County does not and will not assume liability for drainage facilities design.

Appendices

- A. STORM DRAIN MAP
- B. STORM CALCULATIONS

SANDSTONE CONDOS

Storm Calcs

Storm Drainage Requirements (Rational Method)



Design Criteria

Intensity Table: **GRAND COUNTY**
Return Period: 25 year storm event

Manhole Volume (Inside Volume)

Volume Inside Manhole:

where,

Inside Diameter (ID) = 4 ft.
Section Height (H) = 10 ft.

$$V = \frac{\pi * ID^2 * H}{4}$$

$$V = \frac{\pi * 5^2}{4} * 8$$

V= 125.6 cu. ft.

Volume Inside Cone:

V= 34.3 cu. ft.

Volume of Voids in Gravel

Volume Outside of Manhole Section (Using a 4' gravel envelope and a 2' gravel base)

where,

Gravel (OD)= 12 ft.
Manhole (MD)= 5 ft.
Gravel Height (GH)= 15 ft.
Manhole Height (MH)= 3 ft.
% void space (VR)= 40%

$$V = \left(\frac{\pi * OD^2}{4} * GH - \frac{\pi * MD^2}{4} * MH \right) * VR$$

V= 531.3 cu. ft.

Total Sump Water Storage Volume (per sump)

V= 691.2 cu. ft.

Percolation Area per Sump:

where,

Gravel OD 12 ft.
H = 15 ft.

Side Area:

$$A = \pi * H * \text{Gravel OD} \quad A = 3.14 * 10 * 16$$

A= 565.2 sq. ft.

Bottom Area:

$$A = \pi * (\text{Gravel OD})^2 / 4 \quad A = 3.14 * (16)^2 / 4$$

A= 113.0 sq. ft.

A= 678.2 sq. ft.

Subdivision Parameters

Subdivision Name	SANDSTONE CONDOS		
Number of Lots	1		
Total Right of Way Area	0	acre =	0 sq. ft.
Total Lot Area (& Storm Drainage Site)	7.800	acre =	339768 sq. ft.
Total Subdivision Area	7.800	acre =	339768 sq. ft.
Average Infiltration Rate	10	min/inch =	6.000 inches/hour

Weighted "C" Value Calculation

Surface Type	Area	"C" Value	C*A
Hard Surface	220,849	0.90	198,764
Landscape/Open Space	118,919	0.15	17,838
Totals	339,768		216,602

Weighted "C" Value = (Total C*A)/(Total Area) **0.638**

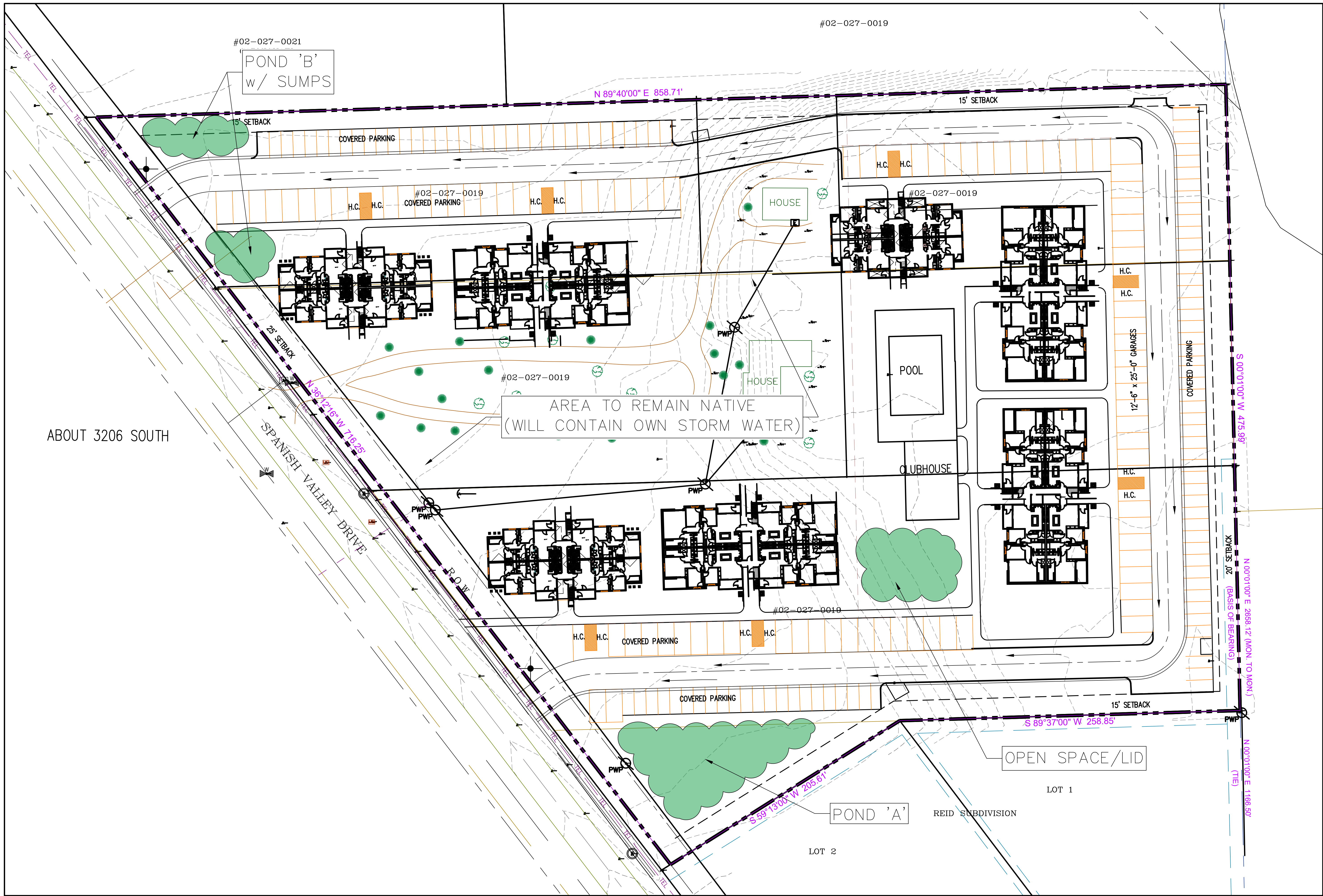
Drainage Requirement Calculation

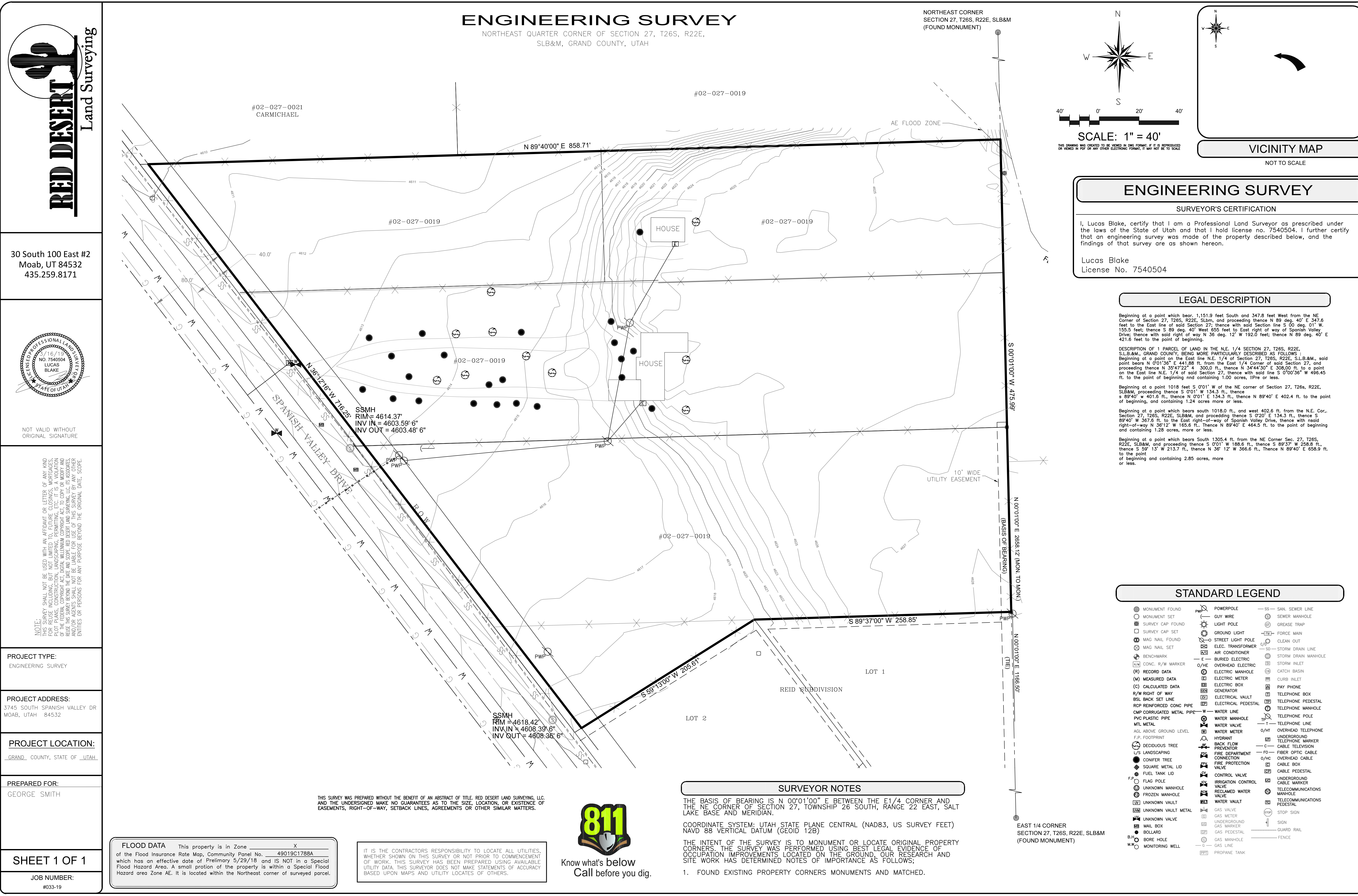
Number of Sumps	2		POND 'A'	POND 'B'	VOLUME REQUIRED	VOLUME PROVIDED
Infiltration per Sump	0.094	cfs	16500	14320	28,421	30820
Total Sump Infiltration	0.188	cfs				

Duration	Storm Intensity	Weighted "C"	Subdivision Area	Stormwater Flow	Accumulated Flow	Infiltration Rate	Total Infiltration	Required Storage	Available Storage
(min)	(in/hr)		(sq.ft.)	(cfs)	(cf)	(cfs)	(cf)	(cf)	(cf)
5	3.84	0.638	339768	19.25	5,776	0.188	57	5,720	1,382
10	2.94	0.638	339768	14.74	8,845	0.188	113	8,732	1,382
15	2.48	0.638	339768	12.43	11,191	0.188	170	11,022	1,382
30	1.72	0.638	339768	8.62	15,523	0.188	339	15,184	1,382
60	1.09	0.638	339768	5.47	19,675	0.188	678	18,996	1,382
120	0.62	0.638	339768	3.11	22,382	0.188	1,356	21,026	1,382
180	0.45	0.638	339768	2.26	24,368	0.188	2,035	22,333	1,382
360	0.30	0.638	339768	1.50	32,490	0.188	4,069	28,421	1,382
720	0.16	0.638	339768	0.79	34,223	0.188	8,139	26,084	1,382
1440	0.10	0.638	339768	0.50	43,320	0.188	16,278	27,043	1,382

Note 1:

Note 2:





Commitment Number: 5956514
02/13/2019



First American Title

6340 South 3000 East, Suite 100
Cottonwood Heights, UT 84121
(801)569-3369
Fax: (801)569-3870
dmerrill@firstam.com

=====

COMMITMENT FOR TITLE INSURANCE PREPARED FOR:

<u>PROPERTY INFORMATION:</u>
3745 S Spanish Valley Drive, Moab, UT 84532

<u>LISTING AGENT</u>	<u>SELLING AGENT</u>
	Edgewise Properties Susan Gunn
<u>LENDER</u>	<u>BUYER/SELLER</u>
To Be Determined	BUYER/BORROWER: George A. Smith SELLER/OWNER: Robert Reid Trust

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

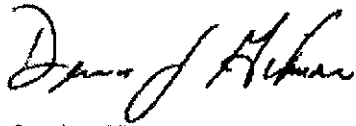
If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following: (1) The Provisions in Schedule A. (2) The Requirements in Schedule B-1. (3) The Exceptions in Schedule B-2. (4) The Conditions on the inside cover page.

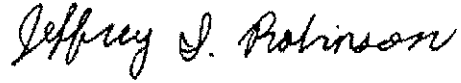
The Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company



Dennis J. Gilmore
President



Jeffrey S. Robinson
Secretary

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Dorothy Merrill at **(801)569-3369 located at 6340 South 3000 East, Suite 100, Cottonwood Heights, UT 84121.**

Effective Date: February 08, 2019 at 7:30 a.m.

1. Policy or (Policies) to be issued:

(A) ALTA® Owner's Policy of Title Insurance

Proposed Insured: **George A. Smith**
Proposed Policy Amount: \$1,200,000.00

Premium: \$3,550.00

(B) ALTA® Loan Policy of Title Insurance

Proposed Insured: **To Be Determined**
Proposed Policy Amount: \$1,100,000.00

Premium: \$2,293.00

Endorsements TBD

PREMIUM \$TBD

2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

**Robert J. Reid Family Trust;
Robert J. Reid and Donna M. Reid, Trustees of the Robert Reid Family Trust;
Robert J. Reid and Donna M. Reid, Trustees in the Robert J. Reid Family Trust; and
Robert J. Reid and Donna M. Reid, trustees or their successors in trust under the Robert J. Reid Family Trust,
as their interests may appear**

3. The land referred to in this Commitment is located in Grand County, UT and is described as:

PARCEL 1:

BEGINNING AT A POINT BEARS 1151.9 FEET SOUTH AND 347.8 FEET WEST FROM THE NORTHEAST CORNER SECTION 27, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, THENCE NORTH 89°40' EAST 347.6 FEET TO THE EAST LINE OF SAID SECTION 27; THENCE WITH SAID SECTION LINE SOUTH 00°01' WEST 155.5 FEET; THENCE SOUTH 89°40' WEST 656 FEET TO EAST RIGHT-OF-WAY OF SPANISH VALLEY DRIVE; THENCE WITH SAID RIGHT-OF-WAY NORTH 36°12' WEST 192.00 FEET; THENCE NORTH 89°40' EAST 421.6 FEET TO POINT OF BEGINNING.

PARCEL 2:

BEGINNING, AT A POINT WHICH BEARS SOUTH 1018.01 FEET. AND WEST 402.6 FEET FROM THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 26 SOUTH, RANGE 22 EAST, SALT LAKE BASE AND MERIDIAN, AND PROCEEDING THENCE, WEST 89°40' EAST 1402.49

FEET TO THE EAST SECTION LINE OF SAID SECTION 27; THENCE WITH SAID SECTION LINE S 0°01' WEST 134.3 FEET; THENCE SOUTH 89°40' WEST 401.6 FEET; THENCE N 0°20' WEST 134.3 FEET. TO THE POINT OF BEGINNING.

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Said property is also known by the street address of:
3745 S Spanish Valley Drive, Moab, UT 84532

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

- (A) Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
- (B) Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, the minimum cancellation fee will be \$120.00.
- (C) Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
- (D) Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
- (E) The documents creating the interest to be insured must be signed, delivered and recorded.
- (F) You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
- (G) 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.
- (H) Provide us with any information regarding personal property taxes which may have been assessed or are due and payable which could become a lien on the real property.

SCHEDULE B - Section 2
Exceptions

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

Exceptions 1-7 will be omitted on extended coverage loan policy

8. Taxes for the year 2019 now a lien, not yet due. General property taxes for the year 2018 were paid in the amount of \$ 5,148.61. Tax Parcel No. 02-0027-0019.
9. Said property is included within the incorporated Grand County, a municipal corporation of the State of Utah, Tax District #2, and is subject to any special assessments for improvements or services as may be therein provided.
10. Easements, notes, conditions, and restrictions as shown on official plat. Subject to any and all existing restrictions, exceptions, reservations, easements, rights-of-way, conditions, covenants of whatever nature, whether or not filed for record, and is expressly subject to all municipal, city, county, and state zoning laws and other ordinances, regulations, and restrictions, including statutes and other laws of municipal, county, or other governmental authorities applicable to and enforceable against the remises described herein.
11. Easement, dated March 30, 1992, by and between Robert J. Reid Family Trust and Spanish Valley Water & Sewer Improvement District recorded March 30, 1992 as Entry No. 42431 in Book 439 at Page 497 of Official Records.

12. Subject to the effects of any lien, or claim of lien, for services, labor or materials arising by reason of any work of improvement now in progress or recently completed.
13. A Revolving-Line-Of-Credit Deed of Trust dated December 14, 2004 by and between Robert J. Reid and Donna M. Reid, Trustees of The Robert Reid Family Trust as Trustor in favor of Wells Fargo Bank Northwest, N.A. as Trustee and Wells Fargo Bank, N.A. as Beneficiary, to secure a revolving line of credit in the original amount of \$100,000.00 and any other amounts or obligations secured thereby, recorded February 28, 2005 as Entry No. 466363 in Book 640 at Page 499 of Official Records.

Note: The herein-above mentioned deed of trust secures a revolving line of credit. The Company requires signed authorization from Trustor(s) closing line of credit.
14. Access to Parcel 2 of the Land described in Schedule A exists only as a result of the common ownership of said parcel and Parcels 1 and 3 of the Land.
15. Any facts, rights, interest or claims which would be disclosed by a correct ALTA/NSPS survey.

The name(s) Robert J. Reid, Donna M. Reid, The Robert Reid Family Trust and George A. Smith , has/have been checked for judgments, State and Federal tax liens, and bankruptcies and if any were found, are disclosed herein.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

Title inquiries should be directed to Suzie Horman @ 801-578-8866.

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

The map attached, if any, may or may not be a survey of the land depicted hereon. First American Title expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

CONDITIONS

- 1. DEFINITIONS**
 - (a) "Mortgage" means mortgage, deed of trust or other security instrument.
 - (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.
- 2. LATER DEFECTS**

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.
- 3. EXISTING DEFECTS**

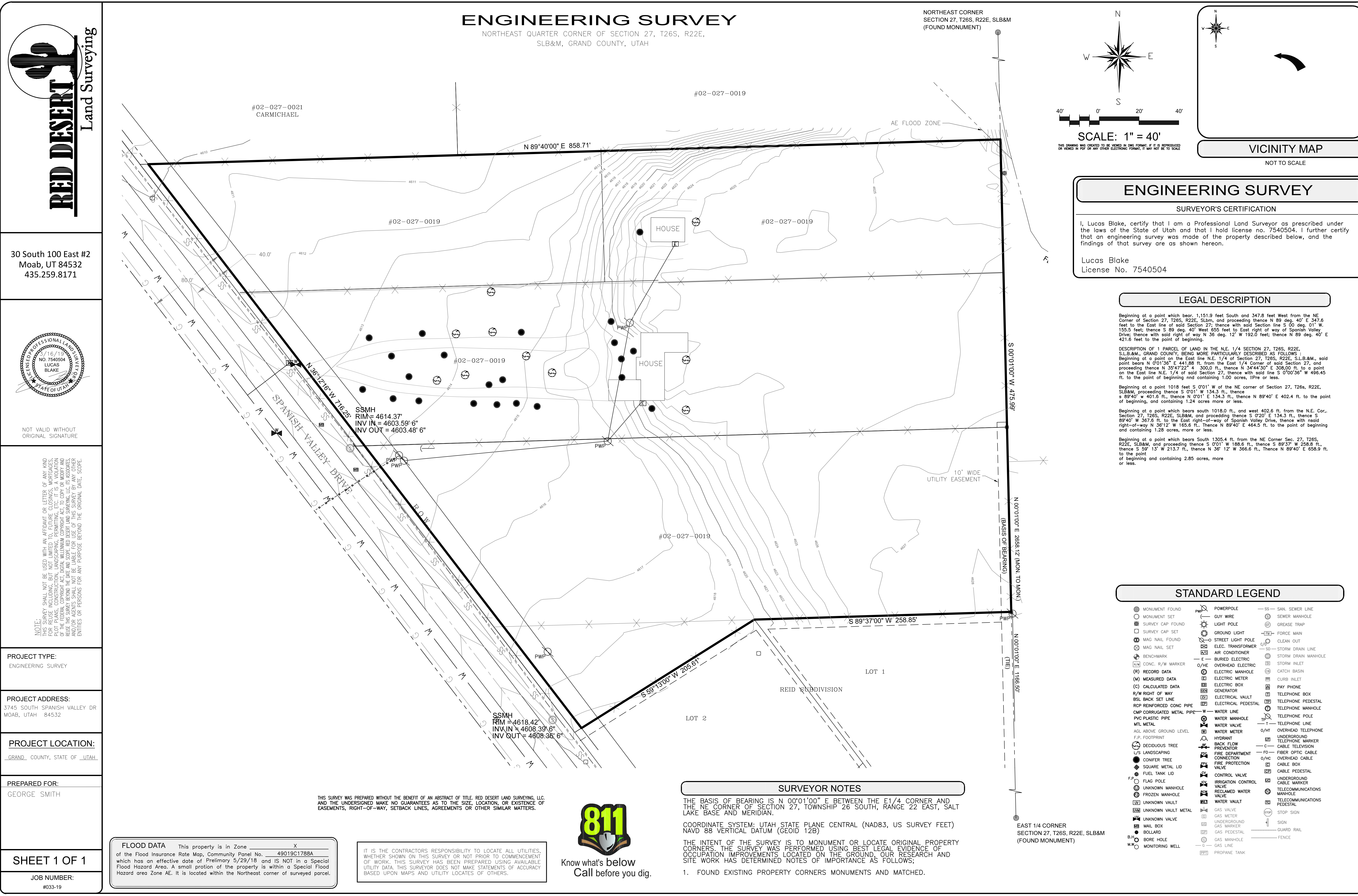
If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.
- 4. LIMITATION OF OUR LIABILITY**

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements
or
eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.
- 5. CLAIMS MUST BE BASED ON THIS COMMITMENT**

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms





First American Title

First American Title Insurance Company

PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

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

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

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

Former Customers

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

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Grand County
125 East Center Street
Moab UT 84532

435-259-1321

Receipt No: 8.026037

Aug 23, 2019

High Density Housing Overlay

Previous Balance: .00

Licenses & Permits - Planning & Z. Fees 9,675.00

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

Total: 9,675.00

Check Check No: 1004 9,675.00

Total Applied: 9,675.00

Change Tendered: .00

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Grand County
125 East Center Street
Moab UT 84532

435-259-1321

Receipt No: 8.025731

Jul 30, 2019

HDH-George Smith

Previous Balance:	.00
Licenses & Permits - Planning & Z. Fees	500.00
10-3220-000-000 PLANNING & Z.FEES	

Total:	500.00
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Check	Check No: 5044258	500.00
Total Applied:		500.00

Change Tendered:	.00
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AGENDA SUMMARY
GRAND COUNTY COUNCIL PLANNING COMMISSION
October 8, 2019

Agenda Item:

TITLE:	Discussion on new overnight accommodations development standards
FISCAL IMPACT:	N/A
PRESENTER(S):	Zacharia Levine, Community and Economic Development Director

Prepared By:
ZACHARIA LEVINE
GRAND COUNTY
COMMUNITY &
ECONOMIC
DEVELOPMENT
DIRECTOR

FOR OFFICE USE ONLY:

Attorney Review:

N/A

POSSIBLE MOTION:

Discussion only. See Staff recommendation below regarding informal/straw-poll votes.

STAFF RECOMMENDATION:

Staff requests that the County Planning Commission provide clear direction to Staff on new overnight accommodations development standards through formal yet non-binding votes/directives.

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

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

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

The attached document includes the standards reviewed by the Planning Commission to date.

**Staff also encourages PC members to read the highlighted general notes in the attached summary of findings as of October 4, 2019.*

***At a joint Planning Commission – County Council meeting held October 2, 2019, Staff asked the County Council to provide straw poll votes on a number of the draft standards presented to date. The results of these straw poll votes have been incorporated into the findings document.*

BACKGROUND:

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

Immediately after adopting Ordinance 595, the County Council adopted

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

The 180-day period ends January 14, 2020.

ATTACHMENT(S):

1. Draft OA standards developed to date.
 2. Landmark Design DRAFT OA eligibility districts
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