



Planning Commission Meeting

Thursday, November 5, 2020 at 6:30 pm

Attendees: Chairperson Lee Bennett, Commissioner Robert Christensen, Commissioner Scott Burgess, Commissioner Mary Cokenour, Commissioner George Matocha, City Manager Evan

Bolt, City Recorder Cindi Holyoak

Digital - Click link to join!

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2ViNmFiODgtZTIiMi00ZTUzLWI4MDEtZDIxMTAyZGE2OTUx%40thread.v2/0?context=%7b%22Tid%22%3a%2269bfa748-4f2f-4be5-adeb-484d29028b47%22%2c%22Oid%22%3a%2216350024-9500-46ff-814a-3384fb41f341%22%7d

1. Call to Order

Chairperson Bennett opened the regularly scheduled Planning Commission Meeting at p.m. The following visitors were present

2. Minutes Review/Approval

Attachments:

- [planning-commission-meeting_minutes_2020-10-06_210518](#) (planning-commission-meeting_minutes_2020-10-06_210518.pdf)

3. Public Comment

4. Public Hearing

Common Wall Subdivision Application for 181 S Main Street



Notice is hereby given that the Monticello Planning Commission will hold a public hearing on November 5, 2020, beginning at 6:30 p.m., digitally. Please follow links.

The purpose of the hearing will be to receive comments from the public regarding a subdivision application filed by W-3 Holdings for the creation of one lot, located 181 S Main Street. Written comments may be submitted to Cindi Holyoak, Recorder, City of Monticello, P.O. Box 457, Monticello, Utah, 84535, prior to the scheduled hearing. The Planning Commission will be considering recommendation to City Council for final approval, immediately following the public hearing.

Please click the following link to provide written comment:

https://forms.office.com/Pages/ResponsePage.aspx?id=SKe_aS9P5Uut7EhNKQKLRYQANRYAIf9GgUozhPtB80FUNtQyV09FRDJaMVREV1VZS0YwWIIIVTU5PVi4u

Attachments:

- W-3 Holdings-Tyler Hall Subdivision (W-3_Holdings-Tyler_Hall_Subdivision.pdf)

5. Consider Recommendation of Adoption of Amendments to Subdivision Ordinance; Common Wall Subdivision

To adopt amendments to the Subdivision Regulations, Title 11, of the City of Monticello as Title 11-1-10, Common Wall Subdivision

WEREAS, existing businesses within the commercial zones of the City of Monticello are divided by a common wall, and

WHEREAS, business owners under lease contracts may have a desire and/or opportunity to purchase commercial space, and

WHEREAS, the City of Monticello is supportive of local business endeavors:

This ordinance will be submitted for final adoption to the Monticello City Council on November 10, 2020.

Attachments:

- 2020 Amendments to Subdivision Regulations Common Wall Agreement (2020__Amendments_to_Subdivision_Regulations_Common_Wall_Agreement.doc)

6. Consider Recommendation of Common Wall Subdivision Request: W-3 Holdings /Tyler Hall

Recommendation: Motion to recommend approval of the Common Wall Subdivision request for W-3 Holdings/Tyler Hall to City Council, contingent upon the adoption of the Common Wall Subdivision Ordinance. Roll Call

7. Consider Recommendation of Zone Change Request: John Black**Attachments:**

- John Black A33230363611 (John_Black_A33230363611.docx)
- John Black Zone Change Application 2020 (John_Black_Zone_Change_Application_2020.pdf)

8. Consider Recommendation of Zone Change Request: Paul Sonderegger**Attachments:**

- Paul Sonderegger Multiple Parcels (Paul_Sonderegger_Multiple_Parcels.docx)
- Paul Sonderegger Zone Change Application 2020 (Paul_Sonderegger_Zone_Change_Application_2020.pdf)

9. Consider Recommendation of Zone Change Request: Clayton Holt**Attachments:**

- Clayton & Julie Holt Zone Change Application 2020 (Clayton__Julie_Holt_Zone_Change_Application_2020.pdf)
- Clayton Holt A33230363624 (Clayton_Holt_A33230363624.docx)

10. Administrative Communications

11. Next Meeting Date & Agenda

The City Christmas party will be held on the first Tuesday of December.

12. Adjournment

Audio File

Notice of Special Accommodations

THE PUBLIC IS INVITED TO ATTEND ALL CITY MEETINGS In accordance with the Americans with Disabilities Act, anyone needing special accommodations to attend a meeting may contact the City Office, 587-2271, at least three working days prior to the meeting. City Council may adjourn to closed session by majority vote, pursuant to Utah Code §52-4-4 & 5

Contact: Cindi Holyoak (cindi@monticelloutah.org 435-587-2271) | Agenda published on 10/23/2020 at 11:42 AM



Planning Commission Meeting Minutes

Tuesday, October 6, 2020 at 6:30 pm

Attendees: Chairperson Lee Bennett, Commissioner Robert Christensen, Commissioner Scott Burgess, Commissioner Mary Cokenour, Commissioner George Matocha, City Manager Evan Bolt, City Recorder Cindi Holyoak
Meeting Location: 648 S HIDEOUT WAY

1. Call to Order

Minutes:

Chairperson Lee Bennett called the meeting to order at 6:30 p.m. The following visitors were present for all, or portions, of the meeting: Cassie Boyle, Scott Boyle, Clayton Holt, Councilwoman Kim Henderson, Chad Sonderegger, John Black, Doug Wright, and Lisa Wright.

2. Minutes Review/Approval Sept 1, 2020 (action)

Minutes:

MOTION was made by Commissioner Cokenour to approve the minutes of September 1, 2020, as presented. The motion was seconded by Commissioner George Matocha and passed unanimously.

Vote results:

Ayes: 5 / Nays: 0

3. Public Comment

Minutes:

There was no public comment.

4. Public Hearing: R-1 to A-1 Zone Change Requests

Minutes:

Lee Bennett explained the purpose of the hearing is to receive input from the public on the proposed zone change requests. She opened the meeting to public comment at 6:40 p.m. Cassie Boyle said she is concerned about what horses would do to the wooden fence and wanted to know if this could be readdressed in the future if problems arise. She said there have been horses there before, but she didn't have a wooden fence. She said she is also concerned about what might happen with an

agriculture designation if the property changes hands. Scott Boyle asked what the zone request means, as far as allowable uses. Chairperson Bennett answered that single family dwellings still apply with R-1 requirements but the agriculture zone allows for animals and crop production. She said there is the potential for keeping and care of animals. Scott Boyle asked about the history of those parcels and their zoning. Chairperson Bennett said the city doesn't have a real excessive history of zoning but looking at maps of the last decade, the zone designation has been residential but historically has been used for the keeping of animals. Doug Wright said it was once a part of the MountainWest subdivision and there was an understanding when they built their home there would be more homes built on the property in question which weighed into the decision to build there as they did not want animals behind them. Scott Boyle asked if there are requirements the owner has to meet in order to keep animals there. Chairperson Bennett said at present, there are no allowances in R-1 or R-2 for anything that is not a chicken but there is nothing to determine what type of animals could be placed in the agriculture zone. Cassie Boyle asked how hard it is to change the zoning back. Chairperson Bennett said there could be reservation that the council will not be interested in flopping back and forth. She added that 29% of the land in the cooperate boundary is zoned agriculture. Chad Sonderegger read the agriculture permitted uses. Clayton Holt asked if the parcels would be reviewed all together or separately. He said he desires one contiguous piece. Chairperson Bennett said they would vote for each proposal individually. Commissioner Burgess asked the property owners intensions. Clayton Holt said he doesn't see feasibility for crop production and he already has horses on part of his property. Commissioner Christensen asked Chad Sonderegger if he intends to work on his subdivision when the economy improves. Lisa Wright said there is no guarantee that there would only be horses and stated she is opposed to what could be placed in the field and said it is unknown as the whether the subdivision will really happen. She said she didn't build her house to have agriculture behind her. Doug Wright said he wanted it on record that he is not opposed to the other applications, just the Sonderegger application would affect him. Kim Henderson said she feels there is obvious concern about what animals would be permitted and she thinks the code should specify that. Manager Bolt asked if the parcels can be approved within the request - to approve some of them. Chairperson Bennett said she believes the recommendation can be made the way the Planning Commission decides is best. Manager Bolt said he is not in favor of changing the zoning with intent to change again as this creates a lot of work for staff, planning commission, and council. Chad Sonderegger reported Paul Sonderegger is open to some of the parcels being approved or denied and his intent is to place the minimum required animals for greenbelt designation. The

hearing was closed at 7:07 p.m. Commissioner Christensen asked if this is the final opportunity for public input. Chairperson Bennett said the council has the option to listen to comments during the next meeting. The action item will take place next month. There may be some further discussion about the A-1 code. Former City Manager Doug Wright, speaking from experience, cautioned the commission with too many new rules about which animals to keep.

5. City Ordinance Review 10-6-5 a1 (discussion)

Minutes:

Commissioner Matocha said there are state classifications of roads and city roads are class C. He explained he would like to define the street types to determine set back measurements according to street classifications. Manager Bolt said a pavement management plan is being created. Commissioner Matocha agreed to look at the street information that has been collected.

6. R-1 & R-2 Zoning Ordinance Review (discussion)

Minutes:

This draft will be reviewed and brought back to the next meeting.

7. Subdivisions Chapter 1 Ordinance Review (discussion)

Minutes:

This will be reviewed during the next meeting.

8. Consider Water Source Protection Overlay Zone Ordinance Adoption

Recommendation (action)

Recommendation: Motion to recommend to the City Council the adoption of Amendments to the Overlay Zone for Water Source Protection

Minutes:

Recorder Holyoak explained the content of the overlay has not been changed. The location in the ordinance was moved to the overlay zones of the city code. MOTION was made by Commissioner Robert Christensen to recommend adoption of amendments to Water Source Protection Overlay Ordinance. The motion was seconded by Commissioner Scott Burgess and opened for discussion. Chairperson Lee Bennett - Aye Commissioner George Matocha - Aye Commissioner Robert Christensen - Aye Commissioner Mary Cokenour - Aye Commissioner Scott Burgess - Aye The motion passed unanimously.

9. Subdivisions Chapter 2 Ordinance Review (discussion)

Minutes:

moved to next agenda

10. Zoning for Potential Property Sale (discussion)

Minutes:

Evan informed the Planning Commission that there is an interested buyer of property who has expressed interest in relocating a manufacturing company.

11. Administrative Communications**Minutes:**

New building going in for the new forest service. Evan asked if the Planning Commission has a project which could be completed through cares act funding. Lee said there are problems with the GIS and needs to be corrected.

12. Next Meeting Agenda**Minutes:**

Zone change - action Item 7 & 9 - discussion R-1 and R-2 action next meeting Thursday nov 5. paper as change. at the hideout if available.

13. Adjournment**Minutes:**

Scott Burgess/Mary 8:10p.m.

Audio File

<https://soundcloud.com/user-250815044/2020-10-06-planning-commission-meeting#t=4:30>

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**CITY OF MONTICELLO
SUBDIVISION APPLICATION FOR
PRIOR PLATTED PARCELS, LOTS OR BLOCKS**

Note to Applicant: This application should be used for the division of prior platted parcels, lots or blocks into not more than four (4) lots.

Name of Applicant W3 Holdings
Mailing Address 2342 E 8240 S SOUTH WBBOR, UT 84405
Telephone 801-814-8248 Fax _____ Email TYLER SWREN 8@gmail.com
Location of Subdivision MONTICELLO PLAT A
Lot & Block # BLOCK 18 LOT 2 Parcel # A0000018002B

Conditions for Approval:

1. Each lot created must meet frontage, width and area requirements, or be granted a variance from such requirements by the Board of Adjustment.
2. The division of land does not require the dedication of land for a street or other public purpose, nor is it traversed by any proposed streets shown on the Official Map.
3. The division of land does not require the extension and/or addition of street, sewage disposal, water, curb, gutter, sidewalk, or storm drainage improvements.

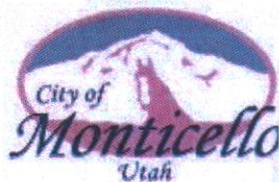
Procedure for Approval:

1. Submit this application together with an accurate plat prepared by a licensed land surveyor on a sheet of approved tracing linen, or Mylar, with waterproof ink. The top edge of the plat shall be either north or east, whichever fits the drawing best. The plat shall show:
 - a. Lot lines, including arcs and tangents with dimensions in feet and hundredths
 - b. Easements for water, sewer, drainage, utility lines and other purposes
2. Pay the following nonrefundable filing fee at the time of application:
 - \$50 basic fee
 - \$10 per lot created
 - \$25 inspection fee per lot created
 - \$10 reapplication fee, if applicable
3. Application will be reviewed by City Staff.
4. Application will be reviewed by Planning Commission (mtgs. held 1st Tues. at 6:30 pm).
5. Planning Commission will submit recommendation to City Council within 30 days.
6. City Council, after fifteen (15) days' notice and at a public meeting, may approve, modify and approve, or deny the subdivision.
7. Upon acceptance of the subdivision by City Council, the final plat bearing official signatures of City Engineer, City Council, City Planning Commission, City Attorney, and signed by a licensed surveyor, shall be deposited in the office of the County Recorder for recording at the expense of the subdivider.

ACKNOWLEDGEMENT OF RESPONSIBILITY AND OWNERSHIP

I certify that I am making an application for the described action by the City and that I am responsible for complying with all City requirements with regard to this request. I also affirm that I am owner of the described property or that I have written authorization from the owner to pursue the described action.

Applicant's Signature Tyler Wren Printed Name TYLER WREN
Co-Applicant's Signature _____ Printed Name _____
Date 11/2/2009



Monticello City
17 N 100 E | PO BOX 457
MONTICELLO, UT 84535

Email Receipt has been resent.

XBP Confirmation Number: **88687067**

Transaction detail for payment to Monticello City.		Date: 11/03/2020 - 3:21:29 PM	
Transaction Number: 136245738PT Visa — XXXX-XXXX-XXXX-0776 Status: Successful			
Account #	Item	Quantity	Item Amount
	Building Permits and Inspections	1	\$50.00

TOTAL: \$50.00

Billing Information

Tyler Hall Tyler Hall
, 84535

Transaction taken by: cindi

September 16, 2020

SAN JUAN COUNTY CORPORATION
Tax Roll Master Record

11:39:17AM

Parcel: A0000018002B		Entry: 125123	
Name: W3 HOLDINGS LLC			
c/o Name:		Property Address	
Address 1: 2342 E 8240 S		189 S MAIN	
Address 2:		MONTICELLO 84535-0000	
City State Zip: SOUTH WEBER	UT 84405-6780	Acres: 0.21	
Mortgage Co			
Status: Active	Year: 2020	District: 004 MONTICELLO CITY	0.015548

Owners	Interest	Entry	Date of Filing	Comment
W3 HOLDINGS LLC		125123	11/12/2015	(0976/0203)

Property Information	2020 Values & Taxes				2019 Values & Taxes		
	Units/Acres	Market	Taxable	Taxes	Market	Taxable	Taxes
BC01 COMMERCIAL BLDG	0.00	70,690	70,690	1,099.09	58,910	58,910	931.37
LC01 COM'L IMPROVD LOT	0.21	9,410	9,410	146.31	9,410	9,410	148.77
Totals:	0.21	80,100	80,100	1,245.40	68,320	68,320	1,080.14

Property Type	Year Built	Square Footage	Basement Size	Building Type
BC01 COMMERCIAL BLDG		3,040		Commercial Building

**** ATTENTION !! ****		2020 Taxes:	1,245.40	2019 Taxes:	1,080.14
Tax Rates for 2020 have been set and approved. All levied taxes and values shown on this printout for the year 2020 should be correct.		Special Fees:	0.00	Review Date 04/26/2018	
		Penalty:	0.00		
		Abatements: (	0.00)		
		Payments: (	0.00)	NO BACK TAXES!	
		Amount Due:	1,245.40		

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

MONTICELLO TOWNSITE SURVEY, PLAT A, BLOCK 18, LOT 2: BEG AT THE SW COR BLOCK 18, MONTICELLO TOWNSITE SURVEY, PLAT A, AND RNG TH N 109 FT, TH E 83 FT, TH S 109 FT, TH W 83 FT TO POB. (.21 AC) (POST OFFICE) A0000018002B

History

WD FROM YOUNG/HOLMES LLC 125123 976/203 11/12/15. NOW COMBINED WITH A0000018002A.



3D
BETA

Sat



SAN JUAN COUNTY, UTAH

SECTION 36 T33S, R23E, SALT LAKE MERIDIAN, UTAH



BLOCK 23

100 SOUTH

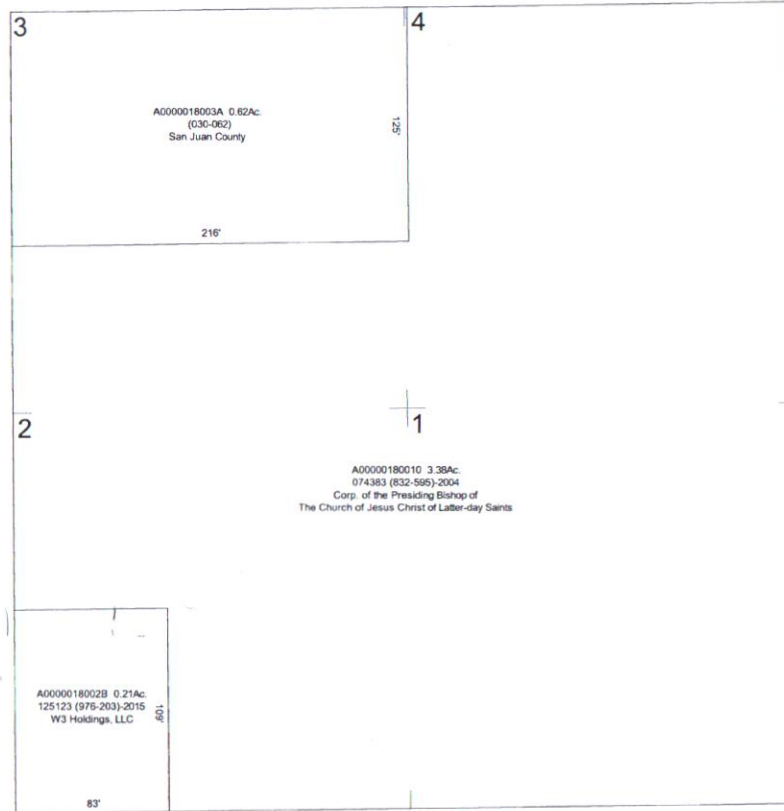
Monticello Townsite
Block 18

BLOCK 17

MAIN ST. (State #191)

100 EAST

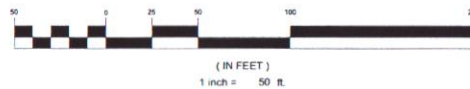
BLOCK 19



200 SOUTH

BLOCK 13

This plat was created pursuant to Utah Code Annotated 1953, as amended, section 17.21-21 solely for the purposes set forth therein and is based upon information provided by recorded deeds. San Juan County assumes no liability for errors, omissions, variations, gaps or overlaps.



L	K	J	I	H	G	F
M	25	24	23	22	21	E
N	16	17		19	20	D
O	15	14	13	12	11	C
P	6	7	8	9	10	B
Q	5	4	3	2	1	A

COMMON WALL AGREEMENT

Agreement made this 2 day of NOVEMBER, 2020 by and between W3 Holdings, and Artisan Jewelers.

RECITALS

A. W3 Holdings is the owner (Conjoining Property Owner) of the real property located at 181 S. Main St., Monticello Utah, Lot 2 Block 18

Unit _____ Monticello City SUBDIVISION, according to the Plat thereof recorded in Plat Book A Pages _____ thru _____ and amended in Plat Book _____, Page _____ Public

Records of San Juan County Utah. Said property constitutes a portion of the commercial conjoining property of which the remaining portion is owned by the aforementioned owner.

B. Artisan Jewelers is the buyer of the real property located at 181 S. Main

Monticello Utah, Lot A Block 18 Unit _____ Monticello City SUBDIVISION

according to the Plat thereof recorded in Plat Book _____ Pages _____ thru _____ and amended in Plat Book _____, Page _____ Public Records of San Juan County. Said property

constitutes a portion of a commercial conjoining property of which the remaining portion is owned by the aforementioned owner described on Exhibit "A" which is the remaining portion of the commercial conjoining property.

C. As the present owners of both halves of the residential dwelling structure, it is the intention of the parties hereto, by this instrument, to set forth their respective rights, duties and obligations concerning the common wall, common water and common sewer equipment, located upon one or both of their respective properties. All of the common party wall and aforementioned common elements shall be referred to as the common facilities.

NOW, THEREFORE, in consideration of mutual promises and covenants herein contained, and

other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Establishment of Common Facilities. The common wall located within the conjoining property structure between and separating the two building units shall be deemed the property boundary, wherein the use of each of the Conjoining Property Owners shall be limited to his/her respective side of the common wall hereto and each of their respective successors and assigns.

2. Repair and Maintenance. In event of any damage or destruction of any Common Facility from any cause whatsoever, other than the negligence or willful misconduct of one of the conjoining property owners or their invitees, the owners of shall, at their joint expenses, repair and rebuild any such Common Facility and each such owner shall have the right to full use as herein contained of said Common Facility so repaired or rebuilt. Whenever any such Common Facility, or any part thereof, shall be rebuilt, it shall be erected in the same manner and in the same location where it shall initially have been constructed, and shall be of the same size or similar materials and of like quality. In the event it shall become necessary or desirable to perform maintenance upon the whole or any part of the common facilities, such expense shall be shared equally by the owners of the conjoining property. Should such maintenance, repair, or construction be required to be done solely by reason of the negligence or the willful misconduct of any one of the conjoining property owners, any such expense incidental thereto shall be borne sole by such wrongdoer. If any owner shall refuse to pay his share of such cost to repair or replace the damaged common facilities, for any cause whatsoever, the other owner shall have such Common Facility repaired or reconstructed and shall be entitled, and is hereby granted, a lien on the property of the non-paying conjoining property owner for an amount equal to such defaulting party's share of the repair or replacement together with such reasonable costs and attorney fees which may be incurred by the non-defaulting property owner. If a conjoining property owner shall give, or shall have given a mortgage or mortgages upon his conjoining property, then the mortgagee shall have the full right, as its option, to exercise the right of its mortgagor as a conjoining property owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage, any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by said conjoining property owner. In the event any repairs or reconstruction shall be necessary, all necessary entries on the adjacent conjoining property shall not be deemed as a trespass so long as the repairs or reconstruction shall be done in a good and workmanlike manner, and the consent of the conjoining property owners is hereby granted to enter upon any adjacent conjoining property to affect any necessary repairs and reconstructions as contemplated herein.

3. Maintenance of Non-Common Areas. Each conjoining property owner shall be required to maintain the exterior of his individual conjoining property, which is not a Common Facility, in a uniform manner not detrimental to the overall value presentation of the total conjoining property, which: Each of the exterior façade shall appear in a good, clean and neat condition and that such exterior façade shall include the lawn area and applicable landscaping visible to the public. Failure of either party to perform such maintenance individually or in concert with the other conjoining property owner after reasonable written notice from the other conjoining property owner shall permit the requesting conjoining property owner to perform said maintenance and charge the expense incurred thereto to said defaulting conjoining property owner under the same terms and conditions as stated above under item #2, Repair and Maintenance.

4. Shared Utilities. Common or shared utilities under this agreement are culinary water and sewer, to include pipes, plumbing, easements, and meters. Neither conjoining property owner shall have the right to block the maintenance of these utilities and each owner shall pay their one-half or 50 percent of all connection fees, including base rates, usage, and maintenance.

5. No Right of Modification/Alteration. Neither conjoining property owner shall have the right to alter or modify, in any manner whatsoever, any of the Common Facilities. No change in any of the Common Facilities shall be made unless approved, in writing, by both conjoining property owners and their respective mortgagees, if any.

6. Freedom of Use. Each conjoining property owner shall have the right to the full use of the common facilities for whatever reasonable purposes he chooses to employ, subject to limitation that such use shall not infringe upon the rights of the other conjoining property owner or otherwise, in any manner, impair the value of the common facilities or either of the conjoining properties.

7. Covenant Running with the Land. Each Common Facility described herein is to be and remain a Common Facility for the perpetual use and benefit of the respective conjoining property owners thereof, and this condition shall be construed to be a covenant running with the land.

8. Restriction on Amendment to this Agreement. This Agreement is considered to be perpetual and shall not be modified, abandoned or extinguished without the express written consent of the holder of any such mortgage encumbrance. Further, an acquisition by one conjoining property owner of the other conjoining property shall not operate to render this agreement void without specific written termination of same being recorded in the Public Records of San Juan County Utah.

9. Lien Rights. In the event that any party hereunder, or its mortgagees, shall fail to pay any sums of money due pursuant to the terms of this Agreement, and in the event the remaining conjoining property owner or mortgagee is required to advance funds for the protection of his interest, the funding conjoining property owner shall consider such event to be a "default" by the non-funding conjoining property owner and have rights of redress to file a lien against the defaulting conjoining property owner, together with all reasonable costs and attorney fees involved in the collection of said sum. Said lien shall be foreclosed in the same manner as a mortgage may be foreclosed. Further, any lien shall accrue interest from date of recordation at the maximum legal contractual rate.

Notwithstanding anything to the contrary herein, any such lien filed pursuant to this agreement shall be subordinate and inferior to any mortgage that may be in prior existence through prior recordation to the filing of said lien.

10. Maintenance and Repair of Individual Conjoining Property. Each conjoining property owner shall, at his sole cost and expense, repair and/or maintain his respective conjoining property, keeping the same in a uniform condition so as to visibly present a comparable market value with that of the other conjoining property. Each conjoining property owner shall participate, individually or in concert with the other conjoining property owner, to cause in a timely manner the maintenance and repair functions that present the conjoining property to be in visible first-class condition and that such functions shall include exterior painting and lawn care as deemed herein to be important to maintaining a neat and attractive appearance. All future painting of the exterior of the entire conjoining property and the maintenance of the surrounding visible landscaping shall be uniform or in conformity with the

desired overall appearance of the conjoining property and each conjoining property owner shall maintain a neat and clean appearance such that neglect on one party's part does not devalue the other.

11. Insurance. Each conjoining property owner shall maintain insurance for fire, negligence and acts of God as may be required for coverage to provide for the full replacement cost of his conjoining property. Each conjoining property owner shall maintain flood insurance on his conjoining property for the lesser of the full replacement value or the maximum amount available under the Federal subsidized program, if any such flood insurance is required. In the event of any damage to a conjoining property and the recovery of any insurance proceeds, the proceeds shall first be used to repair the damage to the applicable conjoining property before being used for any other purpose. Each conjoining property owner shall provide evidence of such insurance to the other conjoining property owner and to the mortgage holder of either conjoining property upon request.

12. Cross-Easement. Each conjoining property owner is the owner of the land upon which his conjoining property is situated and hereby grants to the other such necessary cross-easements when such is not less than 4 feet (4') in width and when such access is deemed necessary for the maintenance and repair of the common wall and common facilities as well as facilities which are not common but may be necessary to maintain the value and integrity of the common structure.

13. Common Wall. The Common Wall between (street address) 181 S. Main and 197 S. Main, Monticello Utah is located on the lot line separating lots _____ and _____ of said property.

14. Utah Law. This Agreement shall be construed pursuant to the laws of the State of Utah. However, in the event any disagreement exists between the parties for which this Agreement does not speak or in the event this Agreement is ever deemed ambiguous, either party shall have the right to file an action for declaratory judgment in the Justice Court in and for San Juan County, Utah to determine the rights of the parties herein.

15. Power of Attorney. In the event either conjoining property owner shall be required to pull a permit from any municipal authority for repair, maintenance, replacement or any other purpose and the signatures of both conjoining property owners shall be required to pull said permits, then both conjoining property owners hereby agree to execute said permit, and in the event either should fail or refuse to do so, then each does hereby irrevocably appoint the other owner as his attorney-in-fact for the purposes of executing any such applications or other instruments required by the municipal authorities to obtain such necessary permits.

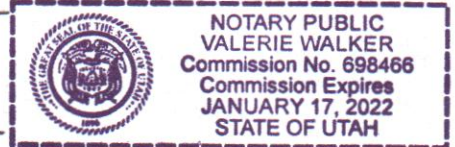
16. Occupancy Use. Each conjoining property shall be used only for those purposes as may be currently permitted or as may be permitted by zoning ordinances and/or codes of the governing municipality.

17. Limitations of Use. No obnoxious or offensive activity whatsoever shall be conducted on either conjoining property nor shall anything be done thereon which may be or become an annoyance or nuisance to the other conjoining property owner or the neighborhood in general. No animals, livestock or poultry, other than common, traditional house pets (i.e.: dogs, cats, fish or others deemed by both parties to be mutually acceptable) shall be kept by either conjoining property owner or their lessees, and no animals shall be raised for commercial purposes.

18. Attorney Fees. In the event any litigation is instituted by either conjoining property owner against the other pursuant to the terms of this Agreement, then the prevailing party shall be entitled to recover reasonable attorney fees and costs.

Property Owner "A" Signature Tyler Nwan

Property Buyer "B" Signature [Signature]



IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 2
day of NOVEMBER, 2020.

STATE OF: UTAH

COUNTY OF: San Juan

BEFORE ME, the undersigned authority personally appeared

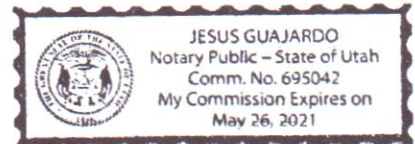
SWORN TO and subscribed before me this

2 day of November, 2020

Notary Public State of: Utah

My Commission Expires: May 26, 2021

[Signature]
STATE OF:



COUNTY OF:

BEFORE ME, the undersigned authority personally appeared

SWORN TO and subscribed before me this

_____ day of _____, 20____.

Notary Public State of: _____

My Commission Expires: _____

CITY OF MONTICELLO

ORDINANCE NO. 2020- ____

TITLE: Amendments to the Subdivision Regulations, Common Wall Subdivision

PURPOSE: To adopt amendments to the Subdivision Regulations, Title 11, of the City of Monticello as Title 11-1-10, Common Wall Subdivision

WEREAS, existing businesses within the commercial zones of the City of Monticello are divided by a common wall, and

WHEREAS, business owners under lease contracts may have a desire and/or opportunity to purchase commercial space, and

WHEREAS, the City of Monticello is supportive of local business endeavors:

NOW, THEREFORE, be it ordained by the Monticello City Council:

Title 11, of the Subdivision Regulations of the City Code of Monticello is hereby amended as follows:

11-1-10: Common Wall Subdivision

11-1-10 A: Purpose: The purpose of this title shall be to allow a business owner to purchase a portion of a building, causing a subdivision within an existing property/structure.

11-1-10 B: Requirements:

1. The purchase shall include the portion of the building and the property on which it sits.
2. The Planning Commission shall review a subdivision application submitted by the subdivision requestor along with a plat map showing legal ownership, townsite block, surrounding streets, and a drawing of proposed subdivision.
3. **Common Wall Agreement:** A signed agreement shall be presented to the Planning Commission as follows:
 1. Establishment of Common Facilities. The common wall located within the conjoining property structure between and separating the two building units shall be deemed the property boundary, wherein the use of each of the Conjoining Property Owners shall be limited to his/her respective side of the common wall hereto and each of their respective successors and assigns.
 2. Repair and Maintenance. In event of any damage or destruction of any Common Facility from any cause whatsoever, other than the negligence or willful misconduct of one of the conjoining property owners or their invitees, the owners of shall, at their

joint expenses, repair and rebuild any such Common Facility and each such owner shall have the right to full use as herein contained of said Common Facility so repaired or rebuilt. Whenever any such Common Facility, or any part thereof, shall be rebuilt, it shall be erected in the same manner and in the same location where it shall initially have been constructed, and shall be of the same size or similar materials and of like quality. In the event it shall become necessary or desirable to perform maintenance upon the whole or any part of the common facilities, such expense shall be shared equally by the owners of the adjoining property. Should such maintenance, repair, or construction be required to be done solely by reason of the negligence or the willful misconduct of any one of the adjoining property owners, any such expense incidental thereto shall be borne sole by such wrongdoer. If any owner shall refuse to pay his share of such cost to repair or replace the damaged common facilities, for any cause whatsoever, the other owner shall have such Common Facility repaired or reconstructed and shall be entitled, and is hereby granted, a lien on the property of the non-paying adjoining property owner for an amount equal to such defaulting party's share of the repair or replacement together with such reasonable costs and attorney fees which may be incurred by the non-defaulting property owner. If a adjoining property owner shall give, or shall have given a mortgage or mortgages upon his adjoining property, then the mortgagee shall have the full right, as its option, to exercise the right of its mortgagor as a adjoining property owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage, any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by said adjoining property owner. In the event any repairs or reconstruction shall be necessary, all necessary entries on the adjacent adjoining property shall not be deemed as a trespass so long as the repairs or reconstruction shall be done in a good and workmanlike manner, and the consent of the adjoining property owners is hereby granted to enter upon any adjacent adjoining property to affect any necessary repairs and reconstructions as contemplated herein.

3. Maintenance of Non-Common Areas. Each adjoining property owner shall be required to maintain the exterior of his individual adjoining property, which is not a Common Facility, in a uniform manner not detrimental to the overall value presentation of the total adjoining property as if it were to be presented to the public as a single adjoining property, which: Each of the exterior façade shall appear in a good, clean and neat condition and that such exterior façade shall include the lawn area and applicable landscaping visible to the public. Failure of either party to perform such maintenance individually or in concert with the other adjoining property owner after reasonable written notice from the other adjoining property owner shall permit the requesting adjoining property owner to perform said maintenance and charge the expense incurred thereto to said defaulting adjoining property owner under the same terms and conditions as stated above under item #2, Repair and Maintenance.

4. No Right of Modification/Alteration. Neither conjoining property owner shall have the right to alter or modify, in any manner whatsoever, any of the Common Facilities. No change in any of the Common Facilities shall be made unless approved, in writing, by both conjoining property owners and their respective mortgagees, if any.

5. Freedom of Use. Each conjoining property owner shall have the right to the full use of the common facilities for whatever reasonable purposes he chooses to employ, subject to limitation that such use shall not infringe upon the rights of the other conjoining property owner or otherwise, in any manner, impair the value of the common facilities or either of the conjoining properties.

6. Covenant Running with the Land. Each Common Facility described herein is to be and remain a Common Facility for the perpetual use and benefit of the respective conjoining property owners thereof, and this condition shall be construed to be a covenant running with the land.

7. Restriction on Amendment to this Agreement. This Agreement is considered to be perpetual and shall not be modified, abandoned or extinguished without the express written consent of the holder of any such mortgage encumbrance. Further, an acquisition by one conjoining property owner of the other conjoining property shall not operate to render this agreement void without specific written termination of same being recorded in the Public Records of San Juan County Utah.

8. Lien Rights. In the event that any party hereunder, or its mortgagees, shall fail to pay any sums of money due pursuant to the terms of this Agreement, and in the event the remaining conjoining property owner or mortgagee is required to advance funds for the protection of his interest, the funding conjoining property owner shall consider such event to be a "default" by the non-funding conjoining property owner and have rights of redress to file a lien against the defaulting conjoining property owner, together with all reasonable costs and attorney fees involved in the collection of said sum. Said lien shall be foreclosed in the same manner as a mortgage may be foreclosed. Further, any lien shall accrue interest from date of recordation at the maximum legal contractual rate.

Notwithstanding anything to the contrary herein, any such lien filed pursuant to this agreement shall be subordinate and inferior to any mortgage that may be in prior existence through prior recordation to the filing of said lien.

9. Maintenance and Repair of Individual Conjoining Property. Each conjoining property owner shall, at his sole cost and expense, repair and/or maintain his respective conjoining property, keeping the same in a uniform condition so as to visibly present a comparable market value with that of the other conjoining property. Each conjoining property owner shall participate, individually or in concert with the other conjoining property owner, to cause in a timely manner the maintenance and repair functions that present the conjoining property to be in visible first-class condition and that such functions shall include exterior painting and lawn care as deemed herein to be important to maintaining a neat and attractive appearance. All future painting of the

exterior of the entire conjoining property and the maintenance of the surrounding visible landscaping shall be uniform or in conformity with the desired overall appearance of the conjoining property and each conjoining property owner shall maintain a neat and clean appearance such that neglect on one party's part does not devalue the other.

10. Insurance. Each conjoining property owner shall maintain insurance for fire, negligence and acts of God as may be required for coverage to provide for the full replacement cost of his conjoining property. Each conjoining property owner shall maintain flood insurance on his conjoining property for the lesser of the full replacement value or the maximum amount available under the Federal subsidized program, if any such flood insurance is required. In the event of any damage to a conjoining property and the recovery of any insurance proceeds, the proceeds shall first be used to repair the damage to the applicable conjoining property before being used for any other purpose. Each conjoining property owner shall provide evidence of such insurance to the other conjoining property owner and to the mortgage holder of either conjoining property upon request.

11. Cross-Easement. Each conjoining property owner is the owner of the land upon which his conjoining property is situated and hereby grants to the other such necessary cross-easements when such is not less than 4 feet (4') in width and when such access is deemed necessary for the maintenance and repair of the common wall and common facilities as well as facilities which are not common but may be necessary to maintain the value and integrity of the common structure.

12. Common Wall. The Common Wall between (street address) _____ and _____, Monticello Utah is located on the lot line separating lots _____ and _____ of said property.

13. Utah Law. This Agreement shall be construed pursuant to the laws of the State of Utah. However, in the event any disagreement exists between the parties for which this Agreement does not speak or in the event this Agreement is ever deemed ambiguous, either party shall have the right to file an action for declaratory judgment in the Justice Court in and for San Juan County, Utah to determine the rights of the parties herein.

14. Power of Attorney. In the event either conjoining property owner shall be required to pull a permit from any municipal authority for repair, maintenance, replacement or any other purpose and the signatures of both conjoining property owners shall be required to pull said permits, then both conjoining property owners hereby agree to execute said permit, and in the event either should fail or refuse to do so, then each does hereby irrevocably appoint the other owner as his attorney-in-fact for the purposes of executing any such applications or other instruments required by the municipal authorities to obtain such necessary permits.

15. Occupancy Use. Each conjoining property shall be used only for those purposes as may be currently permitted or as may be permitted by zoning ordinances and/or codes of the governing municipality.

16. Limitations of Use. No obnoxious or offensive activity whatsoever shall be conducted on either conjoining property nor shall anything be done thereon which may be or become an annoyance or nuisance to the other conjoining property owner or the neighborhood in general. No animals, livestock or poultry, other than common, traditional house pets (i.e.: dogs, cats, fish or others deemed by both parties to be mutually acceptable) shall be kept by either conjoining property owner or their lessees, and no animals shall be raised for commercial purposes.

17. Attorney Fees. In the event any litigation is instituted by either conjoining property owner against the other pursuant to the terms of this Agreement, then the prevailing party shall be entitled to recover reasonable attorney fees and costs.

Property Owner "A" Signature _____

Property Buyer "B" Signature _____

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this

_____ day of _____, 20____.

STATE OF:

COUNTY OF:

BEFORE ME, the undersigned authority personally appeared

SWORN TO and subscribed before me this

_____ day of _____, 20____.

Notary Public State of: _____

My Commission Expires: _____

STATE OF:

COUNTY OF:

BEFORE ME, the undersigned authority personally appeared

SWORN TO and subscribed before me this

_____ day of _____, 20____.

Notary Public State of: _____

My Commission Expires: _____

4. The Planning Commission shall consider recommendation of the requested subdivision to the Monticello City Council for final approval.

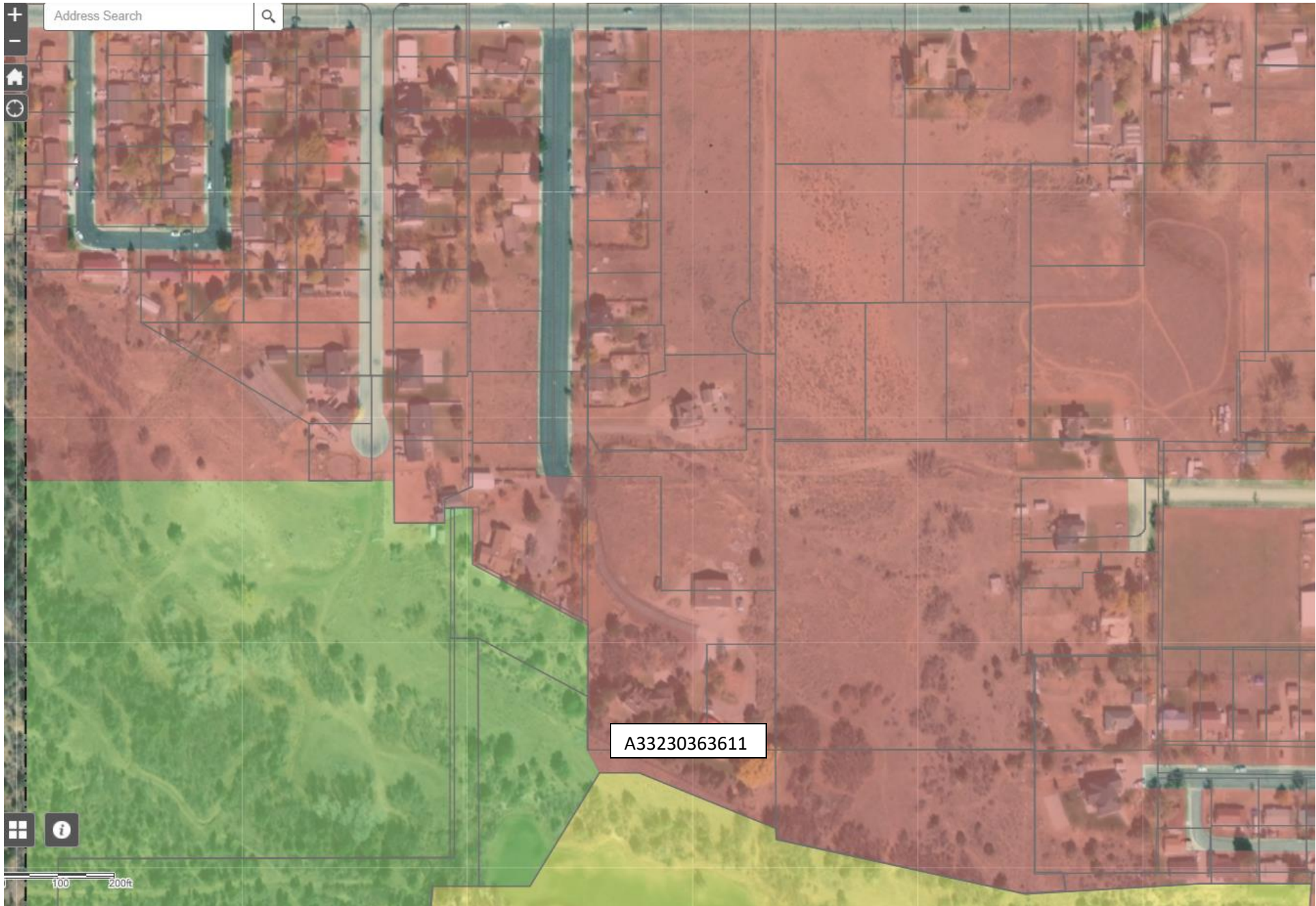
This ordinance shall become effective November 10, 2020.

**PASSED and APPROVED by the Monticello City Council on this ____ day of
_____ 2020.**

/s/Tim Young, Mayor

ATTEST:

/s/Cindi Holyoak, Recorder



A33230363611

Monticello City Zone Change

APPLICATION

Email address *

jkb624@gmail.com

Date *

MM DD YYYY

08 / 25 / 2020

PROPERTY ADDRESS *

na

Applicant Name *

John K Black

PROPERTY TAX PARCEL NUMBER *

A33230363611

Current Zone *

- ☒ R-1 RESIDENTIAL
- ☐ R-2 RESIDENTIAL
- ☐ A-1 AGRICULTURE
- ☐ C-1 COMMERCIAL
- ☐ C-2 COMMERCIAL
- ☐ I-1 INDUSTRIAL

CHANGE ZONE TO: *

- ☐ R-1 RESIDENTIAL
- ☐ R-2 RESIDENTIAL
- ☒ A-1 AGRICULTURE
- ☐ C-1 COMMERCIAL
- ☐ C-2 COMMERCIAL
- ☐ I-1 INDUSTRIAL

USE OF PROPERTY *

- ☐ RESIDENTIAL
- ☐ COMMERCIAL
- ☐ INDUSTRIAL
- ☐ COMBINED COMMERCIAL/RESIDENTIAL
- ☒ AGRICULTURE

APPLICANT PHONE NUMBER *

4354594300

SIZE OF LOT (sq ft) *

2 acres

FILED DATE *

MM DD YYYY

08 / 25 / 2020

This section is for city staff use only.

Reviews Completed

- ☒ Future Road Corridors
- ☒ Drainage Corridors
- ☒ Permitted Use
- ☒ Adjacent zoning is contiguous to requested zone change

Filing Fees Collected

☒ 50.00

Zoning Administrator Signature



DATE of Scheduled Planning Commission Public Hearing and Review

MM DD YYYY

10 106 2020

DATE of City Council Review

MM DD YYYY

10 113 2020

Zoning Administrator Comments

Property in question has dual zoning assigned. Applicant requests all to be Agriculture as that is the current use. This property is contiguous to similar zoning.



Applicant Signature

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Google Forms

Monticello City
17 North 100 East
PO Box 457
Monticello UT 84535
435-587-2271

Receipt No: 131574

Receipt Date: 08/25/2020

Time of Receipt: 08/25/2020 12:59 PM

ZONE CHANGE	50.00
	<u>\$50.00</u>

Check: 2005	50.00
	<u>\$50.00</u>



Address Search



A00170000000

A00170000000A

A33230364213

A33230364202

A33230364215

A33230364214

A33230364216

A33230364204

A33230364815



100 200ft

Monticello City Zone Change

APPLICATION

Email address *

sinc713@gmail.com

Date *

MM DD YYYY

08 / 24 / 2020

PROPERTY ADDRESS *

NA

Applicant Name *

Paul Sonderegger

PROPERTY TAX PARCEL NUMBER *

A00170000000 A33230364202 A33230364214 A33230364215 A33230364216 A33230364213
A33230364204 A33230364815 A0017000000A

Current Zone *

- ☒ R-1 RESIDENTIAL
- ☐ R-2 RESIDENTIAL
- ☐ A-1 AGRICULTURE
- ☐ C-1 COMMERCIAL
- ☐ C-2 COMMERCIAL
- ☐ I-1 INDUSTRIAL

CHANGE ZONE TO: *

- ☐ R-1 RESIDENTIAL
- ☐ R-2 RESIDENTIAL
- ☒ A-1 AGRICULTURE
- ☐ C-1 COMMERCIAL
- ☐ C-2 COMMERCIAL
- ☐ I-1 INDUSTRIAL

USE OF PROPERTY *

- ☐ RESIDENTIAL
- ☐ COMMERCIAL
- ☐ INDUSTRIAL
- ☐ COMBINED COMMERCIAL/RESIDENTIAL
- ☒ AGRICULTURE

APPLICANT PHONE NUMBER *

4355872035

SIZE OF LOT (sq ft) *

Multiple Lots

FILED DATE *

MM DD YYYY

08 / 24 / 2020

This section is for city staff use only. Please click the submit button to complete your form.

• Reviews Completed

- ☒ Future Road Corridors
- ☒ Drainage Corridors
- ☒ Permitted Use
- ☒ Adjacent zoning is contiguous to requested zone change - *if other applications are approved.*

Filing Fees Collected

☒ 50.00

Zoning Administrator Signature



DATE of Scheduled Planning Commission Public Hearing and Review

MM DD YYYY

10 / 06 / 2020

DATE of City Council Review

MM DD YYYY

10 / 13 / 2020

Zoning Administrator Comments

This green belt will offer the surrounding community a country living enhancement. It appears it will cooperate with contiguous areas and improve the golfer's experience.

Complimentary but not contiguous
unless other applications are approved

Applicant Signature



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Google Forms

Monticello City
17 North 100 East
PO Box 457
Monticello UT 84535
435-587-2271

Receipt No: 131556
Receipt Date: 08/24/2020
Time of Receipt: 08/24/2020 10:16 AM

ZONE CHANGE	50.00
	<u>\$50.00</u>

Cash: SB	50.00
	<u>\$50.00</u>

Monticello City Zone Change

APPLICATION

Email address *

holtcpa@frontiernet.net

Date *

MM DD YYYY

08 / 31 / 2020

PROPERTY ADDRESS *

NA

Applicant Name *

Clayton & Julie Holt

PROPERTY TAX PARCEL NUMBER *

A33230363624

Current Zone *

- ☒ R-1 RESIDENTIAL
- ☐ R-2 RESIDENTIAL
- ☐ A-1 AGRICULTURE
- ☐ C-1 COMMERCIAL
- ☐ C-2 COMMERCIAL
- ☐ I-1 INDUSTRIAL

CHANGE ZONE TO: *

- ☐ R-1 RESIDENTIAL
- ☐ R-2 RESIDENTIAL
- ☒ A-1 AGRICULTURE
- ☐ C-1 COMMERCIAL
- ☐ C-2 COMMERCIAL
- ☐ I-1 INDUSTRIAL

USE OF PROPERTY *

- ☐ RESIDENTIAL
- ☐ COMMERCIAL
- ☐ INDUSTRIAL
- ☐ COMBINED COMMERCIAL/RESIDENTIAL
- ☒ AGRICULTURE

APPLICANT PHONE NUMBER *

4354591169

SIZE OF LOT (sq ft) *

15.01 acres

FILED DATE *

MM DD YYYY

08 / 31 / 2020

This section is for city staff use only. Please click the submit button to complete your form.

Reviews Completed

- ☒ Future Road Corridors
- ☒ Drainage Corridors
- ☒ Permitted Use
- ☒ Adjacent zoning is contiguous to requested zone change

Filing Fees Collected

☒ 50.00

Zoning Administrator Signature



DATE of Scheduled Planning Commission Public Hearing and Review

MM DD YYYY

10 / 06 / 2020

DATE of City Council Review

MM DD YYYY

10 / 13 / 2020

Zoning Administrator Comments

This request, if granted, will correct a dual zoning problem for the property owner and assist the city in enforcement of consistent zoning. Surrounding properties are contiguous to the request. City administration recommends this change to A-1.

Applicant Signature



This content is neither created nor endorsed by Google.

Google Forms

Monticello City
17 North 100 East
PO Box 457
Monticello UT 84535
435-587-2271

Receipt No: 131632

Receipt Date: 08/31/2020

Time of Receipt: 08/31/2020 10:30 AM

ZONE CHANGE	50.00
	<u>50.00</u>

Check: 6893	50.00
	<u>50.00</u>



Address Search



A33230363624



100 200ft

