



PLANNING COMMISSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers
August 14, 2025 at 6:00 PM

AGENDA

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

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

Welcome / Roll Call

Pledge of Allegiance

Conflict of Interest Disclosure

Approval of Minutes

1. Approval of Planning Commission Meeting Minutes from July 10, 2025

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

WE WELCOME THE PUBLIC TO OUR MEETING. THE PURPOSE OF A PLANNING AND ZONING MEETING IS FOR THE BOARD OF PLANNING COMMISSIONERS TO CONDUCT ITS BUSINESS IN PUBLIC AS PROVIDED BY LAW. THE BOARD VALUES AND WELCOMES PUBLIC COMMENT, SO TIME IS ALLOTTED IN OUR PUBLIC MEETINGS FOR PUBLIC COMMENTS.

TO MAXIMIZE ITS BENEFIT, THERE MUST BE STRUCTURE AND CONSISTENCY TO THE PRACTICE. PLEASE KNOW THAT PUBLIC COMMENTS ARE LIMITED TO 3 MINUTES, PROVIDED THE SPEAKER SIGNS UP PRIOR TO THE MEETING, EITHER IN PERSON OR ONLINE. YOU MAY NOT DONATE YOUR TIME TO SOMEONE ELSE AND YOU MAY NOT SPEAK OR READ A STATEMENT FROM AN ABSENTEE DECLARANT. SPEAKERS MAY OFFER OBJECTIVE CRITICISM OF PLANNING AND ZONING OPERATIONS, PROCEDURES AND POLICY, ALONG WITH LAND USE ISSUES THEY FEEL THAT THE BOARD NEEDS TO HEAR BUT DISPARAGING COMMENTS OR OTHER ACTS OF DISRESPECT WILL NOT BE TOLERATED.

INDIVIDUALS EXPRESSING COMMENT SHOULD NOT EXPECT AN IMMEDIATE RESPONSE FROM THE BOARD. THE TIME ALLOTTED FOR PUBLIC COMMENT IS NOT A DEBATE, AN INTERACTIVE QUESTION AND ANSWER SESSION, OR A DISPUTE RESOLUTION FORUM, BUT IS AN OPPORTUNITY FOR YOU TO EXPRESS YOUR COMMENTS, SUGGESTIONS, AND CONCERNS TO THE BOARD FOR OUR INFORMATION AND CONSIDERATION.

YOU ARE WELCOME TO FOLLOW UP WITH STAFF TO REQUEST MORE INFORMATION OR TO SCHEDULE AN APPOINTMENT WITH STAFF TO FURTHER DISCUSS YOUR CONCERNS AND ISSUES.

LEGISLATIVE ITEMS

- [2.](#) Review and Discussion of Planning Commission Bylaws, Kristen Bushnell, Planning Administrator
- [3.](#) Consideration and Approval of a Sign Permit for CED, 11910 S Highway 191, Michelle Eccles, Buds Signs
- [4.](#) Reconsideration after partial reversal and remand from ALJ Creswell of the Love's Travel Stop proposed along HWY 191 within Spanish Valley on 13.06 acres as a permitted mixed use under the Controlled District Highway Commercial (CDh) Zone.

ADMINISTRATIVE ITEMS

- [5.](#) Review and Discussion of updates to the Land Use Timeline and proposed changes to the Use Table. Kristen Bushnell, Planning Administrator.

BUILDING PERMIT(S) REVIEW

- [6.](#) August Building Permits & Subdivision Applications Review

ADJOURNMENT

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



PLANNING COMMISSION MEETING

117 South Main Street, Monticello, Utah 84535. Commission Chambers

July 10, 2025 at 6:00 PM

MEETING MINUTES

GENERAL BUSINESS

Welcome / Roll Call

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

PRESENT:

Chairman Trent Schafer
Commissioner Cody Nielson
Commissioner TC Garcia
Commissioner Melissa Rigg
Commissioner Ann Austin
Planning Administrator Kristen Bushnell
County Deputy Attorney Jens Nielson
County Commissioner Silvia Stubbs

Pledge of Allegiance

Conflict of Interest Disclosure

No conflicts of interest were disclosed at this time.

Approval of Minutes

1. Approval of Planning Commission Meeting Minutes from May 8, 2025

Time Stamp 0:02:30 (audio)

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

Voting Yea: All in favor. Motion carries.

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

00:05:58 – Opposition to Love’s Travel Stop

- **Dave Ficardi** expressed concerns about hydrocarbon contamination to Pat Creek and called the proposal a “truck stop.”

00:08:13 – Ordinance Language Critique

- **Shannon Brooks** criticized the proposed ordinance, particularly the vague "household pet" definition and incorrect statutory references.

00:11:34 – Continued Concerns on Ordinance Language

- Brooks continued, highlighting inconsistencies in private road and agricultural industry definitions, and the lack of public zoning maps.
- Community called for a pause and revision of the ordinance with clearer definitions and public engagement.
- Concerns about zoning changes favoring urban models over rural community values.

Alternative Solutions & Community Feedback

- Residents proposed Agricultural Protection Areas, revised zoning maps, and alternative truck stop locations.
- A community survey of 236 residents showed overwhelming support for rural preservation, small family businesses, and stronger property rights.

00:16:58 – Truck Stop Impacts

- **Colby Smith** stated that truck stops are not equivalent to automobile service stations and noted potential harms.

00:20:17 – Health & Safety Concerns

- **Susan Carter** cited studies on diesel pollution, noise, crime, and property devaluation.

00:24:57 – Zoning Criticism

- **Zola Hunt** stated the R zone prioritizing residential uses does not apply to unincorporated San Juan County.

00:27:50 – Alternative Site Suggestions

- **Jennifer Widens** questioned site selection and advocated for exploring less intrusive alternatives.

00:31:17 – Homesteading Advocacy

- **Meline Bills** proposed recognizing homesteading under agricultural zoning.

00:34:06 – Community Frustration

- **Dave Goodman** questioned government responsiveness and criticized ignoring public input.

00:41:01 – Ordinance Opposition

- **Pat Kaden Head** urged the commission to maintain current standards, stating, “If it isn't broke, don't fix it.”

00:42:36 – Zoning and Nightly Rentals

- **Alicia Le Fever** discussed spot zoning concerns, (please don't spot zone our community), requested we put ourselves in their shoes, past issues in Moab, and health impacts. 82% of residents want to be residential and not allow nightly rentals. Doesn't want Love's truck stop in the location they are trying to use.

00:46:31 – Freedom & Regional Differences

- **Wesley Hunt** stressed the importance of regional diversity and personal freedom in zoning.

00:49:43 – Agricultural Protection Area Proposal

- **Lynn Martin** proposed implementing an APA ordinance for stability and rural protection.

00:52:35 – Community Survey Results

- **Carol Martin** presented a survey showing overwhelming support for rural values, small businesses, and reduced government regulation.

00:58:21 – Love's Representative Response

- **Kim Van Dike** (Love's Travel Stops) presented revised plans:
 - Moved trucks from residential areas
 - Relocated underground tanks
 - Added detention pond
 - Installed dark-sky compliant lighting

01:02:21 – Economic & Philanthropic Benefits

- Administrator Bushnell described Love's community involvement and potential tax/job benefits.

01:07:25 – Continued Public Opposition

- **Ned Plasson, Carolyn Dailey**, and others opposed the location due to health, safety, and quality of life concerns

ADMINISTRATIVE ITEMS

2. Consideration and Discussion of updates to General Plan "Land Use" Chapter. **Kristen Bushnell, Planning Administrator.**

Time Stamp 1:28:30 (audio)

As Administrator Bushnell was explaining how the general plan came about and the process it has been through including being tabled with county commission for 6 months. Administrator Bushnell explained how she along with the county had hosted 5 more workshops with communities, responded to emails and met with people individually.

Administrator Bushnell was interrupted by Shannon Brooks from the audience commenting "But you haven't been in your office, at all." Trent Schaffer commented, "This isn't for discussion" and Administrator Bushnell warned them they would be excused if they continued. Trent made a motion to call the meeting to an end. No second was motioned. Chairman Trent left the meeting and a 10 minute break was taken. During the break the Sheriff's Office was

called and their presence was requested. Community member Shannon Brooks and the Attorney Jens Nielson got into an argument during the break and they were warned multiple times to stop or leave the room. Words were still exchanged until Attorney Nielson took a seat. Shannon Brooks still argued he felt his rights were being taken away. Time out was called again before the break was over. A sheriff officer became present. Commissioner Stubs clarified what the chair can recommend and not recommend. (The chair can recommend if they need to hear from an individual longer than the 3 minutes allotted.)

- Administrator Bushnell spoke about the general plan and dates of goals. It was explained how the Council will be moving through the details of the general plan. (Planning Commission will work with the county commissioners and plan review committee. Not in the same meetings.)
- General plan is not a policy – it is a vision.
- Plan Review committee also gave feedback on the plan.
- Plan references are being removed to streamline future unified ordinances.
- Engagement survey was done last summer (2024). No other survey is necessary.
- Administrator Bushnell explained the update process:
 - General Plan update precedes the new Land Use Ordinance.
 - Collaborative chapter-by-chapter review with public input.
 - Public comments are being compiled and integrated.
 - Consultant hired to review language, update survey data, and align documents.

3. Review and Discussion of Community Comments and Chapters 1-6 of the 2025 Land Use Ordinance. Kristen Bushnell, Planning Administrator.

Time Stamp 1:45:00 (audio)

Planning Commissioners went through the requested changes for the Use Table. Added uses for:

- Raceways
- Event centers
- Equipment rental & Storage
- Cottage industries
- Junkyards
- Auto sales
- Educational facilities
- Equine services

Definitions and regulation of the following items were discussed:

- Cottage industries
- Event centers
- Junkyards
- Sexually oriented businesses
- Equipment rentals
- Home-based businesses
- Beekeeping

Other zoning concerns in Spanish Valley and areas near Moab were discussed. (Sky Ranch, Air BNB's Pack Creek, etc. Can't move backwards but can move forward) People are going to be

non-conforming because of what's been approved all ready. People can't expand if they are non-conforming. Need for more residential areas as no one is against housing. There are some places we can salvage and some that will need to zone commercial to promote infrastructure growth. This discussion will be saved for next time.

Manufactured Homes Discussion:

- Issues rose regarding minimum home dimensions and accessory dwelling units.
- Recommended to add a line about Manufactured homes being only so wide. It is suggested that this just be deleted.
- Recommended one Manufactured home per acre not per lot.

Debate about continuing vs. tabling discussion; decision made to move forward with additional agenda items.

LEGISLATIVE ITEMS

- 4. Reconsideration after partial reversal and remand from ALJ Creswell of the Love's Travel Stop proposed along HWY 191 within Spanish Valley on 13.06 acres as a permitted mixed use under the Controlled District Highway Commercial (CDh) Zone. Jens Nielson, San Juan County Deputy Attorney.**

Time Stamp 1:45:00 (audio)

Attorney Nielson outlined the current standing of the Love's Truck Stop appeals:

- Commission voted to affirm that Love's is a proper land use applicant based on contractual property rights in February 2025.
- Ongoing debate over whether a truck stop qualifies as an automobile service station under the 2011 ordinance.
- Motion stating the use is not permitted and not in harmony and Love's needed a conditional use failed due to lack of a second.
- No consensus was reached; some believed it's a separate land use.

ALJ Creswell's Interpretation suggested that "automobile service stations have changed their services and support for the traveling customer" to encompass broader needs, potentially including what a modern travel stop offers. However, planning commission members pushed back, stating the 2011 ordinance cannot be reinterpreted to match 2025 needs.

Motion made by Commissioner Garcia to table the discussion until the next meeting date. Seconded by Commissioner Nielson.

Voting Yea: All in favor. Motion carries.

Discussion tabled until the next meeting.

BUILDING PERMITS & SUBDIVISION APPLICATIONS REVIEW

- 5. June & July Building Permits & Subdivision Applications**

ADJOURNMENT

Time Stamp 4:54:00 (audio)

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

Voting Yea: All in favor. Motion carries.



LEGISLATIVE STAFF REPORT

MEETING DATE: August 14, 2025

ITEM TITLE, PRESENTER: Review and Discussion of Planning Commission Bylaws, Kristen Bushnell, Planning Administrator

RECOMMENDATION: Recommendation to County Commission to Approve Updates

SUMMARY

The Planning Commission needs to finalize the changes to their bylaws and recommend approval for these changes to the Board of County Commissioners. Bylaws serve as the guiding principles to our meetings and operations and will continuously be evaluated each year for updates to processes.

HISTORY

Planning Commission By Laws (Ordinance #2020-03A) as discussed previously. Updates to this will be revisited yearly or addressed as needed.

- Clarification that By Laws provide structure of procedures but that they may be suspended at any time and we would rely directly on State of Utah Code. The process for changing the By Laws has to go to the County Commission for codification.
- Change to the language that preference to candidates will be given to promote a balanced board.
- Adjust cut off deadline so that administration has more time to get packets together.
- The planning packet will go out 3 days ahead of the meeting date (while state law says 24 hours prior to meeting).
- Adjust Ethical Considerations section to clarify boundaries permitted in communications between staff and commissioners.
- Change “Statues” to “Statutes” in the raw word document.
- Any additional changes?

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

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

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

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

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

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

**ARTICLE I
General Provisions**

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

**ARTICLE II
Officers and Election**

- II.1. Officers. The Officers of the Commission shall be a Chairperson and a Vice-chairperson.

- II.2. Election. The Chairperson and Vice-chairperson shall be elected at the first meeting of the year after the Board of County Commissioners appoints vacant seats. They shall serve for a term of one (1) year or until their successors are elected. Their term shall start the meeting they are elected. If the office of the Chairperson or Vice-Chairperson becomes vacant, the Commission shall elect a successor from its membership who shall serve the unexpired term of the predecessor. Nominations shall be by oral motion. In the case of nominations, the Commission shall vote by voice vote from the name nominated for the office. If requested by the Chair, written ballots may be used for voting purposes.
- II.3. Chair. Chairperson has the following duties:
- a. The Chairperson presides at all meetings of the Planning Commission maintaining order and decorum and ensures that the procedures prescribed in the San Juan County Land Use Code, Utah State Code, and policies stated herein are followed.
 - b. The Chairperson may call special meetings at any time and in accordance with applicable state and County codes.
 - c. The Chairperson may appoint up to three Commission members to serve on a committee as needed.
- II.4. Vice-chair. The Vice-chair performs the duties of the Chairperson in the absence of the Chairperson, or duties as delegated by the Chairperson. In the event of temporary absence of the Chairperson and Vice-chairperson, the remaining members present shall elect an acting Chairperson for that meeting.

ARTICLE III

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

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

- III.2. Term of Office. The term of office for Commission members shall be staggered so that the terms of at least one (1) member and no more than three (3) members expire each year. As the term of each regular member expires, the vacancy thus created shall be filled by a majority vote of the Board of County Commissioners for a term of four (4) years, so as to maintain the succession of staggered terms of service.
- a. Terms of all Commissioners begin on January 1st and expire on December 31st of the 4th year following the year of appointment. If the Board of County Commissioners has not appointed a new member(s) to the Commission at the expiration of term, the current Commission member(s) will remain on the Planning Commission until replaced by appointment of the Board of County Commissioners.
 - b. Current Commissioners whose term has expired can submit their name for consideration to renew for an additional four (4) year term by notifying the Commission Chair and County Administrator.
- III.3. Vacancies. County staff shall notify the current Commission of those members whose terms will expire at the end of the calendar year. In cases where a vacancy is created during the middle of a board member's term (mid-term vacancy), County staff shall notify the Commission as soon as practically possible. County staff shall post a notice of Board vacancies, including mid-term vacancies, in a local newspaper of record.
- III.4. Candidate Interest. In early November of each year, the County Administrator shall cause notice of appointment(s) to be published in a newspaper of general circulation in San Juan County. The Planning and Building Department shall be responsible for the costs of such advertisement. Such notice shall state the nature and term of the appointment(s), the qualification for such appointment, request written statements of interest and qualifications, and establish a deadline for submittal of such statements, which time shall not be earlier than fifteen (15) days from the date of publication.
- III.5. Candidate Qualifications. Required Conditions: Commission candidates shall be a resident and registered voter of San Juan County. Preferred Qualifications: experience or knowledge in land-use, knowledge of County and local issues, a good listener, ability to communicate, and analytical reasoning. Trainings through the Utah State Property Ombudsman or other state approved trainings are encouraged and will be considered when determining qualifications. Preferred qualifications may be waived dependent upon a lack of preferred qualifications with those candidates applying for vacancies, and the need for balanced input as outlined in III.1 may necessitate.
- III.6. Candidate Interview. Upon availability, a member of the County Board of Commissioners, a Planning Commission member who is not also a candidate, County Planning & Building Staff, County Attorney, and County Administrator may interview qualified candidates and provide a recommendation to the Board of County Commissioners. At the start of each interview, candidates will be given three to five

minutes to briefly introduce themselves and to provide relevant information as to background and experience. During the interview process the committee are encouraged to ask questions which verify a candidate's land use knowledge, experience, eligibility, and availability to meet the requirements of service. The committee shall ask the same questions of each candidate. After responding to those questions, interviewers may ask the applicant additional clarifying questions if necessary based on the responses the applicant has given.

- III.7. Voting. The committee shall vote upon the names of candidates in alphabetical order. Each committee member shall be entitled to one vote for each vacancy. Committee members shall vote by voice or a raise of hands. If requested by the Chair, written ballots may be used for voting purposes.
- a. Staff will tally the number of votes cast for each candidate and read this information back to the committee. The committee, by motion will forward this recommendation, including any findings, to the Board of County Commissioners for consideration.
- III.8. Recommendations to the Board of County Commissioners. Planning staff, **Planning Commission Chair, Planning Commission Vice -Chair** or the County Administrator as directed by the Chairperson, shall present the committee's recommendation, including any findings, to the Board of County Commissioners.

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

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

ARTICLE IV

Meetings and Organization

- IV.1. Open Meetings and Notices. All regular meetings, special meetings, workshops, and field trips of the Commission are open to the public and will be noticed in accordance with the requirements of the Utah Open and Public Meetings Act.
- IV.2. Regular Meetings. Regular Commission meetings shall be held the second Thursday of each month unless there are mitigating circumstances, such as a lack of a quorum, lack of items to be discussed, holidays or other circumstances.
- IV.3. Annual Training. Commission members are required to attend or view by other means an annual Utah Open Meetings Training, as provided by San Juan County or an online equivalent training. Commissioners are encouraged to attend the Citizen Planner Workshop, as conducted by the Utah League of Cities and Towns or other entity.

- IV.4. Special Meetings, Workshops, and Field Trips. Special meetings, workshops, and field trips for any purpose may be held at the call of the Chairperson or the Board of County Commissioners for approval.
- IV.5. Agendas. Agendas shall be set by staff under the direction of the Chairperson. Agendas for regular meetings shall be provided by staff to all members **the Friday prior to the meeting. at least three (3) days prior to the meeting.**
- IV.6. Proposed Agenda Items and Meeting Materials. The Planning and Building Department must have proposed agenda items and meeting materials **at least two weeks prior to by 12:00 pm the Friday before** the Planning Commission meeting date unless extenuating circumstances exist.
- IV.8. Minutes. The recording of minutes of all Commission meetings shall be the responsibility of Planning Department staff. In the event staff is absent from any meeting, the Planning Department may send a designee.
- IV.9. Voting. Commission members shall make a good faith effort to become knowledgeable on matters before the Commission. A quorum of the Commission shall consist of four (4) members and the affirmative vote of at least four (4) members in attendance shall be necessary to pass any motion.
- IV.10. Motion. All decisions of the Commission shall be made in a public meeting by motion, made and seconded, and by voice vote. Any Commissioner may make or second a motion. If there is any ambiguity on any vote or if the nature of the application or petition warrants, the Chairperson may conduct a roll call vote. Motions should be supported by reason and include findings. The person making the motion is encouraged to state the reasons and finding(s) supporting the motion at the time the motion is made. Any conditions for approval must be stated in the motion. The motion may refer to the staff report for details of the conditions for approval if the person making the motion desires to do so.
- IV.11. Conduct During Public Meetings. During all meetings and hearings, persons providing testimony shall proceed without interruption except by members of the Commission at the discretion of the Chairperson. All comments, arguments, and pleadings shall be addressed to the Chairperson and there shall be no debate or argument between individuals in the audience. **There shall be no debate or argument between individuals (repetitive from above).** The Chairperson shall maintain order and decorum, and, to that end may order removal of disorderly or disruptive persons. Any member of the Commission, counsel to the Commission, or the Commission staff, upon recognition by the Chairperson, may direct any questions to the applicant, witness, or any person speaking from the audience for the purpose of eliciting relevant facts. The Chairperson or

Commission members may call for relevant facts from staff and make appropriate comments relevant to the matter.

- IV.12. Time Control. The Chairperson may control the time for debate on any issue. Care should be taken to insure fairness in the hearing process. Those speaking in support or opposed should have substantially equal time. The Chairperson may stop debate once he or she believes the issue has been adequately and fairly heard.
- IV.13. Citizen, Applicant, and Other Participation by Real-Time Telecommunication. Participation by Citizens, Applicants, and Others may be allowed by real-time telecommunication at the discretion of the Chairperson.
- IV.14. Quorum. Means the minimum number of persons required to act as a body. A quorum requires four (4) Commission members who must be present in person **or online** at the meeting. Absent Commissioners may participate fully by phone or other real time means and engage in debate, asking questions, making motions, voting on motions, and all other functions of the Commission. **The meeting may be moved to an online format or cancelled due to unforeseeable circumstances, emergencies and acts of God at the discretion of the Planning Commission Chair or Vice-Chair.**
- IV.15. Commissioner Participation by Real-Time Telecommunication. Commissioner participation by real time telecommunication shall allow them to participate in discussion and may vote on any matter.

ARTICLE V

Ethical Considerations

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

- V.1. Serve the Public Interest. The primary obligation of the Commission and each member is to serve the public interest.
- V.2. Support Citizen Participation in Planning. The Commission shall ensure a forum for meaningful citizen participation and expression in the planning process, and assist in the clarification of community goals, objectives and policies.
- V.3. Conflict of Interest. ~~Planning Commission members shall adhere to state law regarding conflicts of interest (already covered).~~ A member with a conflict of interest shall be required to disclose such conflict prior to consideration of the matter by the Planning Commission. A member with a conflict of interest may not attempt to influence other members or appointed staff outside the meeting. A member with a conflict of interest shall be required to recuse herself or himself from participating in, commenting on, or voting on the matter in which such conflict exists.

- V.4. Ex Parte Communication / Ensure Full Disclosure at Public Meetings. Each ex parte shall be decided on the basis of the evidence placed in the record in a public meeting. Ex parte information on any **application item coming before the Planning Commission** received by a Commissioner, whether by mail, telephone, or other communication should be avoided. When such communication does occur it must be made part of the public record by the Commission member. The purpose of disclosing ex parte communication is to get all information on the record so it can then be addressed, confirmed or refuted, by evidence presented by the parties during a meeting.
- V.5. Maintain Public Impartiality. Commission members may seek information from other Commission members, the counsel to the Commission, staff serving the Commission, or the staff of other departments or agencies advising the Commission **on information regarding an agenda item but may not persuade their vote.**
(separated to new paragraph)
- V.6. Ethical Duty to Make Public. Each member of the Commission has an ethical duty to avoid making public statements for or against the merits of any application before the Commission hearing is concluded and a decision or recommendation has been rendered.
- V.7. Faithful Attendance and Performance. Should circumstances arise where a Planning Commission member is unable to attend a scheduled meeting, the member shall be responsible for notifying the Chair or Planning and Building Department staff as soon as possible. Planning Commission members shall not miss more than three consecutive meetings. A Planning Commission member may not miss more than 25% of the meetings in a year. If circumstances prevent faithful attendance and performance of Planning Commission member duties, the member will be removed from the Planning Commission or the member should knowingly resign from the Planning Commission. Attendance through remote means may only be approved the Planning Commission Chair, and a commission member must attend more than 50% of the meetings in person absent extenuating circumstances.
- V.8. Open Meetings Act. Commission members shall be trained annually and abide by the Open Meetings Act as described in U.C.A Title 52, Chapter 4, Open and Public Meetings Act.

ARTICLE VI

Resignations and Removal of Membership

- VI.1. Resignations. Any member of the Commission must submit a signed letter of resignation specifying the effective date on which the member's service will cease. The letter of resignation shall be submitted to the County Administrator.

- VI.2. Acceptance of Resignation. The Board of County Commissioners shall accept resignation upon receipt thereof.
- VI.3. Removal from Commission Planning. The Commission may request the resignation of a member for reasons of attendance and/or ethical considerations. The Board of County Commissioners may remove a Commission member for cause prior to the expiration of the appointed term.

ARTICLE VII

Per Diem and Travel Expenses

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

ARTICLE VIII

Adoption, Review, and Amendment of Bylaws

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

APPROVED, AMENDED AND PASSED by the Board of San Juan County Commissioners on the 19th day of August, 2025.

Voting Aye:

Voting Nay:

ATTEST:

BOARD OF SAN JUAN COUNTY
COMMISSIONERS

Lyman Duncan

Silvia Stubbs, Chair



LEGISLATIVE STAFF REPORT

MEETING DATE: August 14, 2025

ITEM TITLE, PRESENTER: Consideration and Approval of a Sign Permit for CED, 11910 S Highway 191, Michelle Eccles, Buds Signs

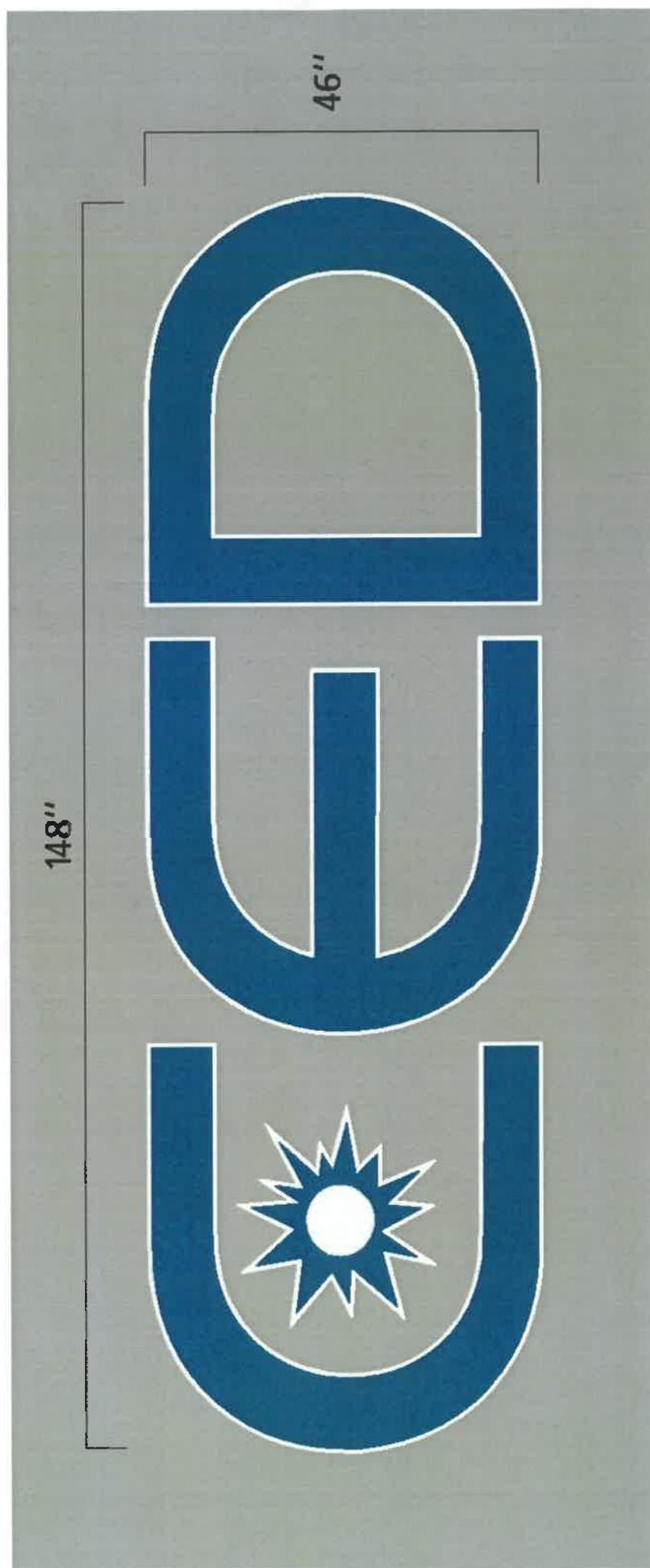
RECOMMENDATION: Make a motion approving the Sign Application using the outline of the county sign ordinance.

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

SUMMARY

On July 22, 2025, the County received a Sign Permit Application located at 11910 South Highway 191 within the Moab Business Park for CED from Michelle Eccles.

The ordinance reads that “All signs shall be governed by Federal and State Highway rules and regulations, provided that the Planning Commission may require that signs shall not exceed one (1) sq. ft. of sign area for each one (1) linear foot of street frontage abutting the development portion of the property, provided that any one sign for any one business shall not exceed one-hundred (100) sq. ft. in total surface area and the number of signs for each business may not exceed three (3), the total area of which shall not exceed the total sign area allowance.”



Channel letters placed here!



WAREHOUSE
SPACE
FOR U

L.E.D. ILLUMINATED CHANNEL LETTERS

3 1/2" RETURNS

1" TRIMCAP

3/16" ACRYLIC FACE

L.E.D. MODULES

1/4" SCREWS AS PER NEEDED



L.E.D. TRANSFORMER
12 VOLT
DC SECONDARY
120 VOLT
PRIMARY

RACEWAY CONTAINING
L.E.D. TRANSFORMER
AND CONNECTIONS

120 VOLT PRIMARY POWER
JUNCTION BOX BY TENANT

WIRED TO SEPARATE JUNCTION BOX
AND CIRCUIT PER N.E.C.

WALL



Bushnell, Kristen <kbushnell@sanjuancountyut.gov>

Event submission recorded: San Juan Building Department

1 message

CORE Payments <noreply.corepay@corebt.com>

Tue, Jul 29, 2025 at 11:18 AM

Reply-To: supportteam@corebt.com

To: permits@sanjuancountyut.gov

The following submission, 68890263-SIP-71394, has been made for Event-5070:

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

San Juan County Building Department

San Juan Building Department117 South Main, PO Box 9 - Monticello, Utah 84535
(435) 587-3829**Permit Number** 0000**Building Location/Address** 11910 S. Hwy 191 #C Moab, UT
84532**Permit Fee:** \$150.00 **Item Subtotal:** \$150.00**Total:** \$150.00**Contact Information**Michelle Eccles
1040 Pitkin Ave
Grand Junction, co, 81501
970-245-7700
michelle@buds-signs.com**Payment Information:****Account:** V*3196**Submission Receipt:****Subtotal:** \$150.00**Processing Fee:** \$3.75**Total:** \$153.75**Processing Date:** 29 Jul 2025 11:18 am MDT

Payment processed successfully.

Confirmation #: 68890263-SIP-71394

Thank-you.



STAFF REPORT

MEETING DATE: August 14, 2025

ITEM TITLE, PRESENTER: Reconsideration after partial reversal and remand from ALJ Creswell of the Love's Travel Stop proposed along HWY 191 within Spanish Valley on 13.06 acres as a permitted mixed use under the Controlled District Highway Commercial (CDh) Zone.

Jens Nielson, Deputy San Juan County Attorney.

RECOMMENDATION: Staff recommendation is to approve the following findings and conclusions in support of the Planning Commission's 8 February 2024 decision that Love's proposed use is permitted:

1. Love's is the land use applicant and it is not exempt from the County's land use regulations under Utah Code § 17-27a-304.
 - A. A "land use application" must be brought by a land use applicant, Utah Code § 17-27a-103(43)(a)(ii);
 - B. A "land use applicant" is "a property owner, the property owner's designee," who submits a land use application, Utah Code § 17-27a-103(42);
 - C. Love's has provided a purchase and sale agreement it has entered into with the School and Institutional Trust Lands Administration that the Planning Commission determines to be a binding and enforceable land sale contract; and
 - D. The Planning Commission adopts the San Juan County Attorney Office's opinion that, given a binding and enforceable land sale contract, the parties' positions are treated as if the conveyance has been made and therefore Love's is considered the property owner here.
2. Love's proposed use is permitted in the CDh Zone based upon the following findings:
 - A. The proposed use fits within combined uses listed as permitted for the CDh zone, as follows:

i. Restaurant or drive-in cafe:

- a. The proposed use includes a fast food restaurant with drive-through and an interior fast food restaurant; and
- b. The drive-through fast food restaurant qualifies as a drive-in cafe.

ii. Automobile service station:

- a. The proposed use includes a convenience store, which in the Planning Commission's experience is often a part of an automobile service station;
- b. The proposed use includes eight automobile gas dispenser stations with 16 positions, which is consistent with an automobile service station;
- c. The proposed use includes 90 automobile parking spaces, which is high but not inconsistent with an automobile service station, especially one with a nearly 8,000 s.f. convenience store, an approximately 3,300 s.f. drive-through, and an approximately 2,500 s.f. interior restaurant; and
- d. The proposed use includes five truck bays and 53 truck parking spaces, which is a little more than half the fueling positions and parking spaces allotted to automobiles, which the Planning Commission concludes is insufficient to alter the predominant use as an automobile service station.

B. Alternatively, the Love's use is in harmony with the intent of the neighborhood commercial zone and similar in nature to the listed permitted uses in the CDh zone because:

i. The proposed use is in harmony with the intent of the neighborhood commercial zone:

- a. "Neighborhood" is not defined in the County ordinances;
- b. "Neighborhood" in common usage means "a place or region near";
- c. The commercial zone is CDh and it extends 1,000 feet from Highway 191;
- d. The intent of Controlled Districts like CDh is to "provide, in appropriate locations, a district where

agriculture, industrial, commercial and residential uses may exist in harmony, based on planned development for mutual benefit and flexible location of uses.” SJZO 12-1;

e. The Love’s use is in harmony with the intent of the neighborhood CDh because it borders the highway and abuts a mix of some residential but mostly industrial and commercial uses, including automobile service station/auto accessories, and restaurant or drive-in café, and additionally updated lists within this zone including automobile fuel sales and associated convenience stores, automobile service stations including minor and major auto repair work (providing all repair work is conducted wholly within a completely enclosed building), auto accessories, farm machinery and equipment sales, restaurants, groceries/supermarkets, general retail/services, electric vehicle charging stations, and bus terminals; and

f. The Love’s sketch plan sets back paved areas from adjoining parcels used as residences a minimum of 20 feet, which promotes the harmonious coexistence of uses intended for the CDh zone.

ii. And the Love’s proposed use is similar in nature to the listed permitted uses:

a. The Love’s proposed use is similar in nature to an automobile service station and to a restaurant or drive-in cafe based on the findings regarding those uses made above regarding the combined permitted uses.

SUMMARY

This project returns to the Planning Commission on partial reversal on appeal before the ALJ.

The ALJ has instructed the Planning Commission to adopt conclusions of law and findings of fact regarding whether: (1) Love’s is a land use applicant and whether the property is subject to the County’s zoning; (2) the Love’s use is contained within one or more of the listed permitted uses for the CDh Zone; and (3) if the Love’s use is not contained within one or more of the listed permitted uses for the CDh Zone, the Love’s use is an “other use” that is “in harmony with the intent of the neighborhood commercial zone and similar in nature to the” listed permitted uses, SJZO 12-2.

The ALJ’s August 28, 2024 written decision has previously been provided to the Planning Commission and written comments from both Love’s and the Coalition were received and included in the Planning Commission’s packets for this meeting.

The training that the ALJ instructed to be given to the Planning Commission was given at a meeting held on April 10, 2025.

HISTORY/PAST ACTION

On May 6, 2019, the County received the Love's sketch plan application for a proposed travel stop to be located on the east side of U.S. Highway 191 south of Sunny Acres lane in Spanish Valley. The County Planning Administrator at the time issued a letter on May 10, 2019, approving the application.

The Northern San Juan County Coalition (the Coalition) challenged the County's decision in the Seventh Judicial District Court, case no. 20070010. On October 2, 2023, that court issued an order directing the Planning Commission to "determine from substantial evidence whether [the Love's] project is 'an automobile service station,' a 'restaurant,' or both. And if so, whether two or more permitted uses can be combined and still be in harmony with the Highway Commercial zone." The court held that "the Planning Commission must decide those questions and determine whether the use also requires a variance or conditional use permit."

On February 8, 2024, the Planning Commission found that the Love's application was complete and that the San Juan County Zoning Ordinance (2011) (SJZO) applied. The Planning Commission also found that the Love's proposed uses were permitted uses under the SJZO's CDh zone due to their similarity to the listed permitted uses and were in harmony with the zone's intent. The Planning Commission found the Love's uses similar to a restaurant, drive-in cafe, automobile service station, and commercial parking lot.

The Coalition appealed the Planning Commission's determinations to the San Juan County land use appeal authority, Administrative Law Judge Creswell, who issued a written decision on August 28, 2024. ALJ Creswell affirmed the Planning Commission's determinations that the Love's application was complete and accompanied by the required fee. He also affirmed the Planning Commission's conclusion that the Love's application was not barred or impaired by either a May 21, 2019, temporary land use regulation or the formal initiation and adoption of the Spanish Valley Development Ordinance on November 19, 2019. Finally, ALJ Creswell affirmed the Planning Commission's decision that the ordinance applicable to Love's application is the SJZO.

ALJ Creswell reversed, however, the Planning Commission's determination that the Love's uses were permitted uses. He found that the Planning Commission failed to make the required findings of fact to support the inclusion of a "commercial parking lot" as a permitted use, failed to adopt findings of fact relating each of the Love's uses to a listed permitted use, and lacked any evidence that allowed the County to exercise jurisdiction over what appeared to be state-owned property. ALJ Creswell remanded to the Planning Commission for it to make the relevant conclusions and factual findings.

The Coalition petitioned for judicial review of the ALJ's decision in the Utah Seventh Judicial District Court, case no. 240700028, which is stayed pending the Planning Commission's determination.

This report was held at the July 10, 2025 meeting but due to lack of commissioners was tabled until August meeting.

ANALYSIS

1. Is Love's a land use applicant and is the property is subject to the County's zoning?

Staff answers yes to both questions. A land use application must be submitted by a land use applicant, which is a property owner or the property owner's designee. Utah Code § 17-27a-103(42)-(43). Although according to County records the property is owned by the School Institutional Trust Lands Administration (SITLA), Love's has provided with its submission a purchase and sale agreement executed between it and SITLA. Staff has concluded that the agreement is a binding and enforceable land sale contract. The San Juan County Attorney's Office has been consulted, and it has provided its opinion that, given the binding and enforceable land sale contract, the parties are treated as if the conveyance has been made. Love's is therefore considered the property owner and Utah Code § 17-27a-304's exclusion of state land from the County's zoning jurisdiction does not apply.

2. Is the Love's use permitted in the CDh Zone?

Staff concludes that the Love's use is permitted in the CDh Zone. Listed permitted uses in the CDh Zone include a restaurant or drive-in cafe and an automobile service station. Staff determines that the Love's use is a combination of those two permitted uses.

Love's proposed use includes a fast food restaurant with a drive-through and interior fast food restaurant. The planned restaurant is plainly allowed and the planned drive-through qualifies as a drive-in cafe. Merriam-webster.com/dictionary/drive-in (defining "drive-in" as "an establishment (such as a theater or restaurant) so laid out that patrons can be accommodated while remaining in their automobiles").

The Love's proposed use also includes a convenience store, which staff concludes is often a part of an automobile service station. *See, e.g., Southland Corp. v. City of Minneapolis*, 279 N.W.2d 822, 825-26 (Minn. 1979) (finding a 7-Eleven convenience store with self-service gas pumps an "automobile service station"). The proposed use also includes eight automobile gas dispenser stations with 16 positions. Automobile gas dispensers are features of an automobile service station. In addition to the automobile gas dispensers, the proposed use includes 90 automobile parking spaces. These parking spaces qualify as an accessory use, which is separately permitted in the CDh Zone. While this number is high, staff finds that it does not diverge from the definition of an automobile service station. Under the County's own ordinances, the restaurants themselves must have a minimum of 29 parking spots (1 stall for every 200 s.f. and the combined restaurant area is 5,800 s.f.). SJZO 5-4(5). The SJZO does not specify convenience store parking, so it likely falls within SJZO 5-4(7)'s catchall of one space for every two employees. That is, however, a minimum. Applying the restaurant standard would yield an additional 40 spaces (8,000 s.f. convenience store) for a total of 69. Again, however, the SJZO sets only minimum requirements. Staff concludes that an additional approximately 20 parking stalls beyond the minimum that would be applicable using the County's restaurant standard for the total square footage does not remove the use from a combination restaurant/drive-in cafe and automobile service station.

Love's application also includes five truck bays and 53 truck parking spaces. Love's itself therefore distinguishes between automobile fueling dispensers and parking and truck fueling stations and parking. Staff concludes that adding approximately half as many truck bays and parking spaces as automobile fuel dispensers and parking spaces is insufficient to transform what is primarily a permitted automobile service station into a different, non-permitted use. *See, e.g., Canterbury v. Dick*, 385 F. Supp. 1004, (S.D. Texas 1973) (mem. dec.) (rejecting classification of establishment as truck stop where it did not cater principally to trucking industry); *Flying J., Inc. v. City of New Haven*, 855 N.E. 1035, 1039-41

(Ind. Ct. App. 2006) (rejecting argument that including fueling stations for trucks fell outside permitted use for “‘Automobile services, including but not limited to . . . Service station[s]’”).

Staff does not believe that Property Rights Ombudsman Advisory Opinion No. 115 requires denial. The only uses allowed in the commercial zone at issue there were all conditional. There were no permitted uses. Nor was there, as here, a provision that allowed the Planning Commission to approve as permitted other uses that are in harmony with the zone’s intent and similar in nature to the other permitted uses. The opinion even acknowledges that a truck stop is similar to fuel sales and auto/truck service.

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3. Is the proposed Love’s use in harmony with the intent of the neighborhood commercial zone and similar in nature to the listed permitted uses in the CDh zone?

Staff concludes that, if the proposed Love’s use does not qualify as a permitted use as a combination of a restaurant/drive-in cafe and automobile service station, then alternatively it is permitted because the use is in harmony with the intent of the neighborhood commercial zone and similar in nature to the listed permitted uses in the CDh zone.

The term “neighborhood” is not defined in the SJZO. In common usage it means “a place or region near.” Merriam-webster.com/dictionary/neighborhood. The CDh Zone extends 1,000 feet from U.S. Highway 191. According to the County’s ordinances, the purpose of Controlled Districts like CDh is to “provide, in appropriate locations, a district where agriculture, industrial, commercial and residential uses may exist in harmony, based on planned development for mutual benefit and flexible location of uses.” SJZO 12-1.

The property at issue is within the CDh Zone and abuts the east side of the highway. Commercial uses predominate the property’s other two sides. Where the property along the proposed travel center’s southeast border is in use, it is entirely commercial. Although the uses on the proposed travel center’s northeast border include residential, several commercial uses exist there as well. Consequently, the Love’s proposed commercial use is consistent both with CDh Zone’s intent and the actual uses of the adjoining land. Moreover, Love’s setback of paved areas a minimum of 20 feet from properties adjoining the northeast boundary supports a harmonious coexistence of uses.

The same reasons given for why staff concludes that Love’s proposed use is permitted in the CDh Zone support staff’s conclusion that the proposed use is similar in nature to an automobile services station and to a restaurant or drive-in cafe.

Matthew J. Ball
Attorney at Law
mball@parrbrown.com

June 2, 2025

VIA EMAIL

San Juan County Planning and Zoning Commission
c/o Kristen Bushnell
kbushnell@sanjuancountyut.gov

*Re: Sketch Plan Application submitted by Love's Travel Stops & Country Stores, Inc.
on May 3, 2019 (the "Application")*

Dear Commissioners:

We represent Love's with respect to the Application and submit what follows at the invitation of the County's counsel. Specifically, we write to address three issues:

1. The ownership status of the proposed travel stop property;
2. Whether the proposed travel stop is a permitted use in the Highway Commercial CDH zone; and
3. If the proposed travel stop is not a permitted use in the Highway Commercial CDH zone, is the travel stop "in harmony with the intent of the neighborhood commercial zone and similar in nature to [permitted] uses."

Each issue is addressed in turn.

1. Ownership status.

On October 16, 2019, Love's entered into a written Purchase and Sale Agreement (the "PSA") with the State of Utah, through the School and Institutional Trust Lands Administration ("SITLA"), with respect to the 13.06-acre site of the proposed travel stop. A copy of the PSA,

with the most recent amendment thereto, is attached. The PSA remains in effect and calls for the transaction to close within 20 days of the end of the due diligence period. The due diligence period ends on October 15, 2025 (and may be extended beyond that date). While Love's has the contractual right to terminate the PSA at any time prior to the end of the due diligence period, SITLA may terminate only if Love's fails to pay for the travel stop property at closing, or Love's breaches its representations (*e.g.*, that Love's is an entity in good standing).

The legal doctrine of equitable conversion has been the law of Utah for over 60 years. *See Cannefax v. Clement*, 786 P.2d 1377, 1379 (Utah 1990) (citing *Allred v. Allred*, 393 P.2d 791 (Utah 1964)).

Under the doctrine of equitable conversion, once parties have entered into a binding and enforceable land sale contract, the buyer's interest in the contract is said to be real property and the seller's retained interest is characterized as personal property. The rights of the parties are evaluated as if the conveyance had been made.

Id. (citations omitted). Applying this doctrine to the PSA, which is indisputably "a binding and enforceable land sale contract," necessitates the conclusion that Love's is the owner of the travel stop property. SITLA may retain bare legal title to the land until the closing, but Love's is the owner.

2. Permitted Use.

The relevant zoning ordinance identifies three permitted uses in the Highway Commercial CDh zone that, collectively, encompass Love's proposed travel stop. Indeed, the ordinance permits "[r]estaurant[s] or drive-in café[s]," "[a]utomobile [s]ervice [s]tation[s], [a]uto [a]ccessories," and "[a]ccessory [b]uildings and uses." Significantly, the ordinance does not forbid multiple permitted uses on a single parcel and it would make no sense to interpret the ordinance to permit only one permitted use per parcel. First, the "[p]urpose" section of the ordinance, *i.e.*,

section 12-1, expressly calls for the “flexible location of uses,” indicating that a rigid, one-use-per-parcel rule ought not apply. Second, for example, the ordinance permits mobile home sales and mobile home parks. Those uses are not only wholly consistent with one another and would be expected to occur on the same parcel of property, but it is difficult to conceive of a mobile home park where mobile home sales do not occur inasmuch as different residents inevitably move in and out over time. Those who adopted the zoning ordinance must have intended to permit more than one permitted use on a single parcel.

Love’s proposed travel stop is clearly comprised of permitted uses. As the Application makes clear, it includes a fast food restaurant with a drive-through (any distinction between a drive-in and drive-through is immaterial as a practical matter), vehicular fueling stations and parking spaces that are the principal feature of an automobile service station, and a convenience store, which is plainly an accessory use. It is important to note that the definition of “automobile” is neither fixed nor universally agreed upon. The word is derived from the Greek word “autos” (αὐτός), meaning “self,” and the Latin word “mobilis,” meaning movable. In other words, an automobile is something that is “self-moving” or “self-propelled,” and accurately describes a vehicle that can move under its own power. The term “automobile” is thus broad enough to embrace vehicles as diverse as two-seater sports cars, motorhomes and semi-trucks. *See* Oxford Desk Dictionary and Thesaurus, (American Ed. 2007), at p. 48 (defining an automobile to be a “motor vehicle for road use with an enclosed passenger compartment”); *see also* Curtis M. Elliott, *The Insurance Definition of “Automobile,”* 46 Neb. L. Rev. 1, 1-2 (1967) (“When the term ‘automobile’ is used in a general sense, *i.e.*, without specific definition as in an insurance contract, it embraces perhaps all motor vehicles designed for use on roads or highways for the conveyance of persons or property.”). Other definitions of “automobile” are certainly available, but nothing in

the relevant zoning ordinance compels the conclusion that “automobile” should be narrowly interpreted to mean only non-commercial passenger vehicles.

In summary, the zoning ordinance affirmatively calls for flexibility, does not forbid more than one permitted use per parcel, and appears to contemplate more than one listed use per parcel inasmuch as at least some permitted uses are not only consistent with each other, but necessarily occur together. Moreover, every aspect of Love’s proposed travel stop falls within the reasonable—even if broad—definition of one or more enumerated permitted uses. As such, the travel stop is a permitted use.


3. “Other uses.”

The proposed travel stop would be a permitted use even if its vehicle fueling and parking elements were not well within the zoning ordinance’s provision for automobile service stations. In addition to automobile service stations, the ordinance also permits such uses as farm machinery and equipment sales, drive-in theaters and “[o]ther uses . . . in harmony with the intent of the neighborhood commercial zone and similar in nature to the . . . listed uses.” A fueling station for trucks is plainly similar in nature to, and in harmony with, an automobile service station. Precisely the same functions and activities take place in both instances: fuel tanks are filled, fluids are topped-off and windshields are cleaned, for example. Likewise, a parking stall for a passenger vehicle is similar in nature to a parking stall for a truck. To the extent an automobile service station and a “truck stop” differ at all, they do so only in terms of the size of their facilities and merely because semi-trucks are larger than passenger vehicles. Restricting vehicle size in the Highway Commercial CDh zone was clearly not the County’s concern when it adopted the zoning ordinance. Indeed, the ordinance expressly permitted farm machinery and equipment sales. Farm machinery and equipment can be gigantic. Thus, even if not considered an expressly enumerated permitted

use, Love's proposed travel stop is nonetheless permitted as an "[o]ther use" because it is both "in harmony with the intent of the neighborhood commercial zone and similar in nature to the . . . listed uses."

Sincerely,

PARR BROWN GEE & LOVELESS, P.C.



Matthew J. Ball

Attachment

Cc (via email; w/ attachment):

Bart Kunz
Karolina Roberts
Hugh Long
Jeff Balls

**PURCHASE AND SALE AGREEMENT
AND CERTIFICATE OF SALE NO. 26824**
(Sunny Acres Commercial)

Beneficiary: Schools

This Purchase and Sale Agreement and Certificate of Sale (this “**Agreement**”), dated October 16, 2019 (the “**Effective Date**”), is between the State of Utah, through the School and Institutional Trust Lands Administration, organized under Title 53C of the Utah Code, with an address at 675 E. 500 South, Suite 500, Salt Lake City, Utah 84102 (“**SITLA**”), and Love’s Travel Stops & Country Stores, Inc., an Oklahoma corporation authorized to do business in the State of Utah, with an address of 10601 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120 (“**Purchaser**”).

RECITALS

- A. SITLA manages lands held in trust by the State of Utah (“**Trust Lands**”) for the benefit of certain named beneficiaries, pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Articles X and XX of the Utah State Constitution, and Title 53C of the Utah Code.
- B. SITLA may sell trust lands pursuant to Subsections 53C-1-302(1)(a)(iii) and 53C-4-102 of the Utah Code and Rule R850-80 of the Utah Administrative Code, if the agency determines that the sale of the land would be in the best interest of the trust beneficiaries and provided that the land is sold for no less than fair market value.
- C. Purchaser has requested to purchase certain trust lands located in San Juan County, Utah, described in **Exhibit A**, generally depicted in **Exhibit B**, and filed with the San Juan County Survey Office as Record of Survey No. 1102 in **Exhibit C** (the “**Property**”).
- D. Purchaser desires to use the Property for an automobile service station and travel plaza with fueling and restaurant services, and ancillary commercial uses.
- E. SITLA has determined that the sale of the Property to Purchaser would be in the best interest of the trust beneficiaries and has determined that the Purchase Price (defined below) represents no less than fair market value for the Property.
- F. SITLA has agreed to sell and Purchaser has agreed to purchase the Property pursuant to the terms of this Agreement.

The parties agree as follows:

1. **Purchase and Sale of Property.** SITLA shall sell and Purchaser shall purchase the Property for One Million, Two Hundred And Seventy Thousand Dollars and No/100 Dollars \$1,270,00.00 (the “**Purchase Price**”), plus the Initial Payment (defined below) and one-half of closing costs and fees (the “**Fees**”). Purchaser shall pay the Purchase Price and Fees on or before

the date of Closing (defined below). All payments must be made in cash and in United States Dollars.

2. **Reservations and Exceptions.**

2.1. **Reservations and Exceptions.** SITLA will except and reserve to the State, for the benefit of the trust land beneficiaries:

all coal, oil, gas, and other hydrocarbons, and all other mineral deposits located in or on the Property, along with the right to reasonably access and use the Property to explore for, develop, and extract those mineral deposits;

all sub-surface void and pore spaces in the Property whether naturally existing or created upon the removal of coal, oil, gas and other hydrocarbons, and all other mineral deposits, and the right to reasonably access and use the Property and to use those sub-surface void and pore spaces for any purpose; and

access and utility easements across the Property as may be necessary and reasonable to access other lands administered by SITLA.

2.2. **Valid Existing Rights.** SITLA will sell and Purchaser shall accept the Property subject to all valid, existing rights-of-way and easements including:

2.2(a) ESMT 2187 (underground water and sewer lines, San Juan Spanish Valley Special Service District), or

2.2(b) Any other encumbrance in existence as of the date of this Agreement.

3. **Property Obligations.**

3.1. **Purchaser's Acknowledgments.** Purchaser acknowledges that: (i) SITLA has a mandate to manage Trust Lands for the financial benefit of the particular trust beneficiaries; and (ii) SITLA will sell the Property to Purchaser for use as an automobile service station and travel plaza with fueling and restaurant services, and ancillary commercial uses with a site plan as generally depicted in **Exhibit D**.

3.2. **Purchaser to Comply with Future Development Standards.** Purchaser acknowledges that SITLA is selling the Property to Purchaser before SITLA's larger Spanish Valley project area is cohesively designed in a community structure plan and ready for development through a development agreement with San Juan County. The Planned Community Zone Application and Preliminary Community Structure Plan for Spanish Valley Phase I, dated October 31, 2018 ("**2018 PCSP**") and submitted to San Juan County on November 1, 2018, identifies the highlights of future design guidelines, development standards and road cross sections.

3.2(a) Purchaser acknowledges that the Property is located in San Juan County's highway commercial zone, and future 2018 PCSP planned highway commercial

zone, that is intended to have limited access from highway US-191 and to provide regional commercial services for Spanish Valley residents and the traveling public. Purchaser agrees to design the buildings, facilities, exterior lighting, and signage to contribute to the formation of an important service destination for the Spanish Valley community.

3.2(b) Purchaser agrees to comply with SITLA's future design guidelines that SITLA will submit to San Juan County Planning and Zoning Commission and San Juan County Commission as part of the approval process for the community structure plan and the development agreement. The design guidelines as indicated in Exhibits E, E1, and E2 will include:

3.2(b)(i) Guidelines that govern general site design for buildings, parking and service areas, massing, landscaping, and architectural design criteria including lighting and signage;

3.2(b)(ii) Guideline based on "dark sky" principles for signage illumination and outdoor lighting for street, driveway/entry, parking, and buildings including fueling facilities and shown in **Exhibit E1**; and

3.2(b)(iii) Guideline for signage and displays and shown in **Exhibit E2**.

3.2(c) Before commencing construction, Purchaser shall submit its development plans, including exterior lighting and signage plans, to SITLA for SITLA's review and approval of compliance with the design guidelines, which approval shall not be unreasonably withheld.

3.2(d) Before grading the Property, Purchaser shall construct a seven (7) foot high block wall along the north boundary of the parcel to provide a visual buffer for the existing residential neighbors.

3.3. **SITLA Obligation.** Through December 31, 2024, SITLA agrees to not locate another travel plaza on its lands located on the eastern frontage of US-191 between the Property and Flat Pass Road, which is approximately two and a half (2.5) miles south of the Property; provided however, this obligation will terminate immediately in the event Purchaser sells, assigns or otherwise conveys the Property (or a portion thereof) to a third party before such date.

3.4. **Survival.** The obligations contained in **Section 3** shall survive the Closing and issuance of a patent as provided herein.

4. **Establishment of Escrow; Initial Payment; Earnest Money Deposit.**

4.1. *Escrow Instructions.* Upon full execution of the Purchase Agreement, the parties shall establish an escrow with National Commercial Services Colorado, attn: Teresa.Hott@fnf.com (the "**Escrow Agent**") to complete the sale of the Property.

4.2. *Initial Payment.* Within five (5) days of the Effective Date, Purchaser shall pay to SITLA Fifty Thousand Dollars (\$50,000.00) (the “**Initial Payment**”) through the Escrow Agent. The Escrow Agent will immediately transfer the Initial Payment to SITLA. The Initial Payment shall in part compensate SITLA for those costs associated with preparing the Property for sale, and shall not be refundable nor credited toward the Purchase Price at Closing (defined below).

4.3. *Earnest Money Deposit.* Within five (5) days of the Effective Date, Purchaser shall make a Fifty Thousand Dollar (\$50,000.00) deposit (the “**Earnest Money Deposit**”) with the Escrow Agent. The Escrow Agent will place the Earnest Money Deposit in a secure account and will hold the Earnest Money Deposit and any interest earned thereon in escrow and will release it as set forth in **Section 4.4**.

4.4. *Disbursement of Earnest Money Deposit.*

4.4(a) Credit Toward Purchase Price. If Closing occurs on or before the Date of Closing (defined below), the entirety of the Earnest Money Deposit and any interest that accrues thereon shall be credited toward the Purchase Price.

4.4(b) Liquidated Damages. If Closing does not occur after the end of the Due Diligence Period and on or before the Date of Closing (defined below) through no fault of SITLA, the entirety of the Earnest Money Deposit and any interest that accrues thereon shall be released to SITLA as liquidated and reasonable estimate of damages for Purchaser’s breach or failure to complete the purchase and sale contemplated by this Agreement.

4.4(c) Refund to Purchaser. If applicable and in accordance with **Section 6.2** and **Section 10.1**, the entirety of the Earnest Money Deposit and any interest that accrues thereon shall be released to Purchaser.

5. **Due Diligence.**

5.1. **Inspection Period.** Purchaser may conduct due diligence on the Property within 180 days following the Effective Date (the “**Due Diligence Period**”). During the Due Diligence Period, Purchaser may enter the Property and perform studies that Purchaser deems necessary in its sole discretion, including without limitation a property survey performed by a licensed land surveyor (the “**Survey**”). However, Purchaser may not disturb the surface of the Property or bring any Hazardous Substances on to the Property without SITLA’s prior written consent. “**Hazardous Substances**” means: (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any environmental law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302); and (c) any substance, material, or waste that contains petroleum or is petroleum, petroleum-related, or a

petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, except as otherwise provided by law.

5.2. **Verification of Acreage.** If the Survey determines that the Property contains less than or more than 13.06 acres, the parties agree to a reduction or increase, as applicable, in the Purchase Price based on the land value as defined in the appraisal dated August 6, 2018.

5.3. **Changes in Property Description.** If the Survey determines that the description of the Property in **Exhibit A** is inaccurate, the parties shall amend the Property description accordingly and include the updated description in the patent.

5.4. **Governmental Approvals and Permits.** During the Due Diligence Period, Purchaser shall make good faith and timely efforts to acquire the applicable governmental approvals and permits for an automobile service station and travel plaza. Purchaser may request SITLA's assistance, as needed, in acquiring such approvals and permits, but SITLA will have no obligation to incur any out of pocket costs or expenses.

6. **Property Inspection; Disclaimer of Warranties.**

6.1. **SITLA's Records.** Purchaser acknowledges that SITLA's records concerning the Property that are not protected records are public and that the public has access to those records and a chance to review them, subject to the provisions of the Utah Government Records Access and Management Act.

6.2. **Refund of Earnest Money Deposit.** If Purchaser determines that (i) a material defect exists on the Property that cannot be cured to Purchaser's reasonable standards; (ii) Purchaser is unable to secure all necessary permits or approvals required for its development of an automobile service station and travel plaza on the Property; or (iii) SITLA desires, in its sole discretion, to not cure or is unable to cure, Purchaser may terminate this Agreement by giving written Notice to SITLA before the end of the Due Diligence Period and complying with **Section 10.1**. Upon SITLA's acknowledgement in writing of such termination, the Escrow Agent shall release the Earnest Money Deposit and any interest earned thereon to the Purchaser.

6.3. **Disclaimer of Warranties.** SITLA disclaims all warranties of title and any representations and warranties as to zoning, legal or physical access, location or availability of utilities, soil conditions, floodplains and watercourses, the presence or absence of any Hazardous Substances or hazardous conditions, or other physical or legal attributes of the Property or Purchaser's ability to obtain approvals for Purchaser's development of the Property, or the physical conditions of the Property. **SITLA HEREBY DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY IT IS CONVEYING.** Purchaser acquires the Property in its "as-is" condition and assumes the risk that adverse past, present, or future physical characteristics and conditions of the Property have not been revealed by inspection or investigation.

6.4. **No Waste.** Prior to Closing (defined below), Purchaser may not commit or suffer to be committed any waste, spoil, or destruction of, in or upon the Property and Purchaser shall maintain the Property in good condition.

7. **Closing.** Unless this Agreement is terminated according to its terms, the parties shall close on the transaction contemplated in this Agreement (the “**Closing**”) through the Escrow Agent on a date and time agreed on by the parties but no later than 20 days after the end of the Due Diligence Period (the “**Date of Closing**”). On or before the Date of Closing, Purchaser shall deposit the Purchase Price and Fees due pursuant to **Section 1** with the Escrow Agent. Unless Purchaser terminates this Agreement pursuant to **Section 6.2**, the parties shall close the transaction contemplated by this Agreement through the Escrow Agent.

7.1. **Purchaser’s Deliveries at Closing.** At the Closing, Purchaser shall deliver to SITLA through the Escrow Agent the Purchase Price and Fees owing.

7.2. **SITLA’s Deliveries at Closing.** At the Closing, SITLA shall deliver to Purchaser through the Escrow Agent:

7.2(a) a properly executed and acknowledged patent, which Escrow Agent shall record in San Juan County, Utah after Closing; and

7.2(b) possession of the Property.

7.3. **Conditions of Closing.**

7.3(a) **Purchaser’s Conditions of Closing.** Purchaser’s obligation to close on this transaction is subject to SITLA’s delivery of a properly executed and acknowledged patent at the Closing.

7.3(b) **SITLA’s Conditions of Closing.** SITLA’s obligation to close on this transfer is subject to:

7.3(b)(i) Purchaser paying the Purchase Price and Fees owing; and

7.3(b)(ii) the representations made in **Section 8** are true and correct as of the date of Closing.

8. **Purchaser’s Representations.** Purchaser represents to SITLA that:

8.1. it is an entity in good standing in Utah;

8.2. it has all necessary authorizations to purchase the Property and execute this Agreement;

8.3. Purchaser has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to its purchase of the Property;

8.4. there are no judgments, actions, decrees or other legal restraints or causes of action that would prevent Purchaser from acquiring the Property; and

8.5. Purchaser intends to use the Property as indicated in **Section 3** of this Agreement.

9. **Indemnification and Defense.**

9.1. **Definitions.** The following definitions apply in this Agreement.

9.1(a) “**Indemnified Parties**” means the State of Utah, SITLA, and each of their affiliates, agencies, directors, trustees, beneficiaries, officers, employees, agents, consultants, advisors, and other representatives, and their heirs, executors, successors and assignees.

9.1(b) “**Litigation Expense**” means any reasonable out-of-pocket expense incurred in defending a Third-Party Claim or in any related investigation or negotiation, including court-filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.

9.1(c) “**Losses**” means any amount awarded in, or paid in settlement of, any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding, including any threatened claim or demand, which is a Third Party Claim.

9.1(d) “**Third-Party Claim**” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding, including any threatened claim or demand, brought by or on behalf of a non-party to this Agreement arising from this Agreement.

9.2. **Indemnification.** The Indemnified Parties have no responsibility for and Purchaser shall indemnify the Indemnified Parties from and against all Losses arising out of:

9.2(a) Purchaser’s breach of this Agreement;

9.2(b) Purchaser’s acts or omissions resulting in death, bodily injury, or damage to real property; or

9.2(c) any use, generation, storage, disposal, release or threatened release of Hazardous Substances on the Property at any time before or after Closing, including without limitation (i) all foreseeable and unforeseeable consequential damages, and (ii) the cost of any investigation, repair, cleanup, remediation or detoxification of the Property and other affected property and the preparations of any corrective action, closure or other required plans or reports.

9.2(d) Purchaser is not responsible to indemnify the Indemnified Parties to the extent that the Indemnified Party intentionally or negligently caused the Losses.

9.3. **Defense.**

9.3(a) **Purchaser to Defend.** The Purchaser shall defend the Indemnified Parties against any Third-Party Claim arising from the indemnity obligations identified in Paragraph 9.2, except for those referenced in Paragraph 9.2(d). To be entitled to defense from Purchaser, an Indemnified Party must notify Purchaser within a reasonable time of a Third-Party Claim and deliver to Purchaser a copy of all documents and information related to the Third-Party Claim. The Indemnified Parties' failure to notify Purchaser of a Third-Party Claim within a reasonable time does not relieve Purchaser of its defense obligations unless Purchaser is materially prejudiced by the Indemnified Party's failure to give reasonable Notice.

9.3(b) **Independent Counsel.** Upon Notice of a Third-Party Claim from an Indemnified Party, Purchaser shall promptly retain independent legal counsel that is reasonably acceptable to the Indemnified Party requesting defense.

9.3(c) **Indemnified Party's Participation in Defense.** An Indemnified Party is entitled to participate in the defense of a Third-Party Claim with counsel of its own choosing if: (i) Purchaser notifies the Indemnified Party that it does not wish to defend the Third-Party Claim or does not promptly retain independent counsel on Notice of a Third-Party Claim; or (ii) representation of the Indemnified Party and Purchaser by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. In such event, Purchaser shall be liable to the Indemnified Party for all costs and expenses incurred by the Indemnified Party.

9.3(d) **Litigation Expenses.** Purchaser shall pay any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim before Purchaser assumes the defense of that Third-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify Purchaser of that Third-Party Claim. Purchaser is not liable for any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim after Purchaser assumes the defense of that Third-Party Claim. Purchaser shall promptly pay all Litigation Expenses as they are incurred.

9.3(e) **Settlement.** After Purchaser assumes the defense of a Third-Party Claim, Purchaser may contest, pay, or settle the Third-Party Claim without the consent of the Indemnified Party only if that settlement (i) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (ii) has no effect on any other claim against the Indemnified Party, (iii) provides as the claimant's sole relief monetary damages that are paid in full by Purchaser, and (iv) requires that the claimant release the Indemnified Party from all liability alleged in the Third-Party Claim.

9.4. **Survival.** This **Section 9** survives Closing and issuance of the patent.

10. **Termination.**

10.1. **By Purchaser.** Purchaser may terminate this Agreement at any time prior to the end of the Due Diligence Period by giving Notice of termination to SITLA. On termination, Purchaser shall provide SITLA with copies of all studies Purchaser has performed and, at SITLA's request, Purchaser shall execute a quit-claim deed in favor of the State of Utah.

10.2. **By SITLA.** SITLA may terminate this Agreement, effective on Notice from SITLA, if:

10.2(a) Purchaser fails to timely pay the Purchase Price and the Fees on or before Closing; or

10.2(b) Purchaser breaches its representations made in **Section 8.**

11. **Notices.**

11.1. **Must be in Writing.** The parties shall give all notices, consents, and other communications under this Agreement in writing ("**Notice**") and addressed as follows:

To SITLA:

Utah School and Institutional Trust Lands Administration
675 East 500 South, Suite 500
Salt Lake City, Utah 84102
Attention: Assistant Director, Planning & Development Group

To Purchaser:

Love's Travel Stops & Country Stores, Inc.
10601 N. Pennsylvania Ave.
Oklahoma City, Oklahoma 73120
Attention: Stan Kelley

11.2. **Method of Notification.** Notices must be given by (a) established express delivery service that maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.

12. **MISCELLANEOUS.**

12.1. **Compliance with Laws.** Purchaser shall comply with all applicable laws and regulations of any government agency having jurisdiction, including all valid sanitation and pollution regulations. Purchaser shall report any discovery of a paleontological, cultural or archaeological site or specimen to the Division of State History and SITLA and

comply with Utah Code Ann. § 9-8-305 and Utah Administrative Code R850-60. These obligations survive the Closing and issuance of a patent.

12.2. **Assignment.** Purchaser may not assign this Agreement without prior written consent of SITLA and only after Purchaser provides SITLA a writing in which the assignor assumes all obligations and liabilities of Purchaser under this Agreement. An assignment made without SITLA's prior written consent is void. An assignment does not relieve Purchaser from its obligations and liability under this Agreement and SITLA may continue to look to Purchaser to fulfill all obligations under this Agreement, including those that survive termination of this Agreement or issuance of the patent.

12.3. **Binding Effect.** This Agreement will bind and inure to the benefit of SITLA and Purchaser and their respective heirs, personal representatives, successors and assigns.

12.4. **Entire Agreement.** This Agreement and attachments constitute the entire agreement between the parties with respect to the subject matter of this Agreement. The parties may only amend this Agreement in a subsequent writing executed by both parties.

12.5. **Waivers.** A waiver of any provision of this Agreement does not constitute a waiver of any other provision, whether or not similar, and does not constitute a continuing waiver. Except as expressly provided in this Agreement, a waiver is not binding unless it is documented in a writing signed by both parties.

12.6. **Governing Law.** This Agreement is governed by the laws of the State of Utah, without regard to its choice or conflicts of law principles. The parties may only bring an action arising out of this Agreement or the patent in the Third Judicial District Courts, Salt Lake County, Utah and both parties submit to the exclusive jurisdiction of those courts.

12.7. **Captions.** The captions in this Agreement are for convenience only and have no legal effect.

12.8. **Applicability.** If any term of this Agreement or the application of it to any person, entity or circumstance is deemed invalid and unenforceable by a court with jurisdiction, the remainder of this Agreement or the application of such term to persons or circumstances other than to those that are determined invalid or unenforceable continue and are enforceable to the extent permitted by law.

12.9. **Authority.** The individuals executing this Agreement represent that they are authorized to sign on behalf of the respective parties.

12.10. **Numbering of Days.** If the last day of any time period stated in this Agreement falls on a Saturday, Sunday or federal or Utah legal holiday, then such time period will be extended to the next succeeding day that is not a Saturday, Sunday or a federal or Utah legal holiday.

12.11. **Allocation of Professional Fees.** The parties are responsible for their own legal and professional fees related to preparation of this Agreement and issuance of the patent.

12.12. **No Waiver of Governmental Immunity.** Nothing in this Agreement constitutes a waiver of SITLA's governmental immunity from suit.

12.13. **Counterparts and E-Signatures.** The parties may execute this Agreement in counterparts, which together constitute one and the same document. The parties may execute this Agreement by facsimile, email, or other electronic means that are sufficient to show the signature is attributable to the signatory.

12.14. **Survival.** All obligations of Purchaser contained in this Agreement shall survive Closing and issuance of patent.

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Page 12 of 51

The parties have executed this Agreement as of the Effective Date.

**STATE OF UTAH, SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION**

By: David Ure
David Ure, Director

APPROVED AS TO FORM
SEAN D. REYES
ATTORNEY GENERAL

By: Chad Blah
Special Assistant Attorney General

**LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC**

By: [Signature]
Name: Shane Whalen
Title: President

{00201045.DOCX;1}

EXHIBIT A

Legal Description of the Property

A tract of land within the SW $\frac{1}{4}$ of Section 35, Township 26 South, Range 22 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:

Beginning at the C $\frac{1}{4}$ section corner of said Section 35; thence S89°58'00"W 940.77 feet along the east-west C $\frac{1}{4}$ section line to the east right-of-way line of Highway 191, thence S37°55'34"E 1532.69 feet along said right-of-way line to a point on the north-south C $\frac{1}{4}$ section line of said Section 35, thence N00°03'40"W 1209.54 feet to the point of beginning, containing 13.06 acres more or less.

EXHIBIT B

Map of the Property

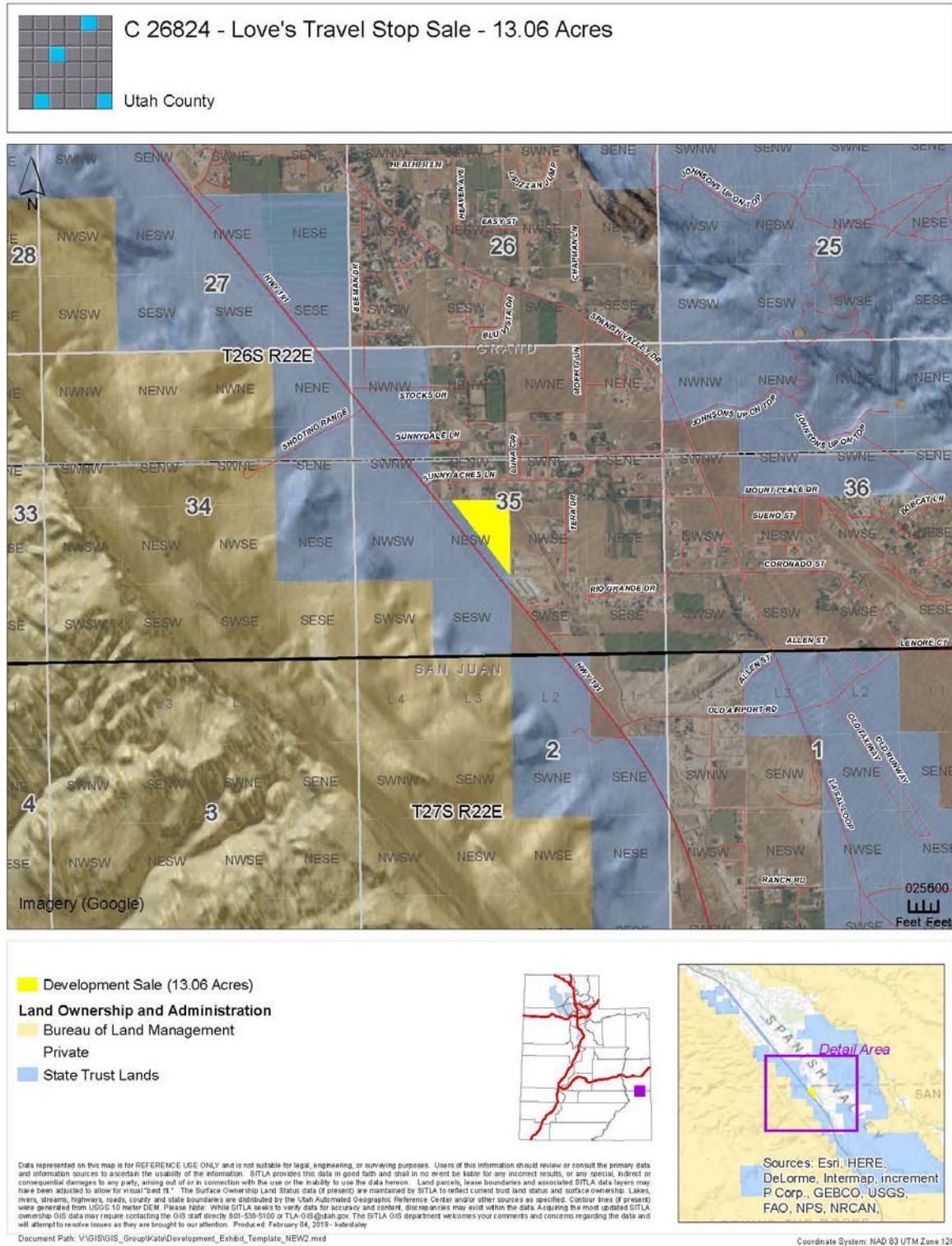
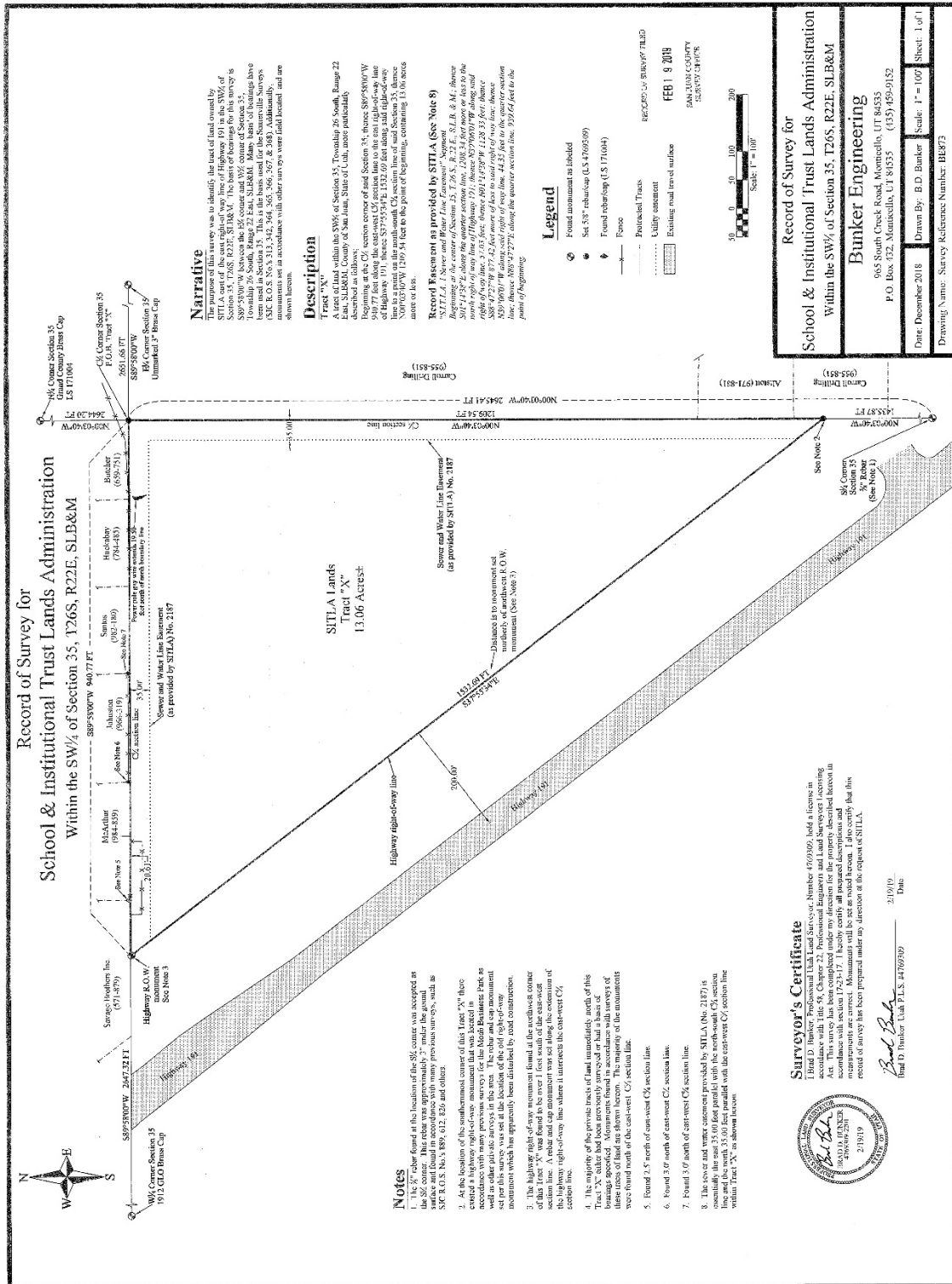


EXHIBIT C

Record of Survey No. 1102 of the Property



Preliminary Site Plan

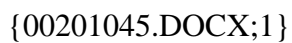


EXHIBIT E

Guidelines

These guidelines (the “**Guidelines**”) apply to SITLA’s Spanish Valley project (the “**Project**”), including the Property, located in San Juan County (the “**County**”):

- The Guidelines are incomplete as of September 30, 2019.
- SITLA anticipates engaging the services of an enforcement officer (the “Project Enforcement Officer”) to enforce the Project’s Guidelines. The Project Enforcement Officer may be a SITLA employee or a contractor such as an engineering firm. At such time as the County Commission adopts ordinances that are substantially similar to or stricter than the Guidelines, the Project, in its sole discretion, may decide to have the County enforce those ordinances that substantially replace the Guidelines.
- The Guidelines may use “guideline” or “standard” interchangeably as a general description of the applicable Guideline.
- Guideline sections follow:
 - Outdoor Lighting and Sign Illumination Guideline **Exhibit E1**
 - Signs and Displays Guideline **Exhibit E2**

EXHIBIT E1

Outdoor Lighting and Sign Illumination Guideline

OUTDOOR LIGHTING AND SIGN ILLUMINATION GUIDELINE

- Sections:
1. Outdoor Lighting
 2. Signs Illumination

Section 1 – Outdoor Lighting

1. Purpose: The purposes of this chapter are to:
 - A. Encourage outdoor lighting practices that will minimize light pollution, glare, light trespass and sky glow to curtail the degradation of the night time visual environment;
 - B. Prevent lighting nuisances on properties located in and adjacent to the Project;
 - C. Promote energy conservation;
 - D. Improve night-time safety, utility, security, and productivity;
 - E. Develop an attractive nighttime appearance in the Project;
 - F. Minimize lighting health risks arising from inappropriate quantities and qualities of lighting;
 - G. Prevent unnecessary or inappropriate outdoor lighting;
 - H. Minimize nighttime impacts on nocturnal wildlife;
 - I. Enhance the residential experience in the Project; and
 - J. Encourage quality outdoor lighting through the use of efficient bulbs and light sources, fully shielded light fixtures, and limits on the location and uses of outdoor lighting.
2. Scope and Applicability:
 - A. All lighting should be purpose driven.
 - B. All exterior outdoor lighting installed in the Project shall conform to the requirements established by this section. This section does not apply to indoor lighting.
 - C. **Figure 1A** provides examples of appropriate and inappropriate light shielding for exterior lights.

EXHIBIT E1 (continued)

Figure 1A: Examples of Appropriate (“best”) and Inappropriate Light Shielding



3. Definitions: For the purpose of this section, certain words, phrases and terms shall have the meaning assigned to them by this section.

Accent or Architectural Lighting means lighting of building surfaces, landscape features, statues, and similar items for the purpose of decoration, ornamentation, creation of visual hierarchy, sense of liveliness, or other purpose unrelated to safety, business operation, or essential lighting function.

Backlight means all the light emanating behind a luminaire.

B.U.G. Rating means backlight, up-light, and glare rating, which exists on a scale of zero to five (0 to 5) and describes the light output of a luminaire. B.U.G. lighting concerns are shown in **Figure 1B**.

Figure 1B: B.U.G. Lighting



EXHIBIT E1 (continued)

Correlated Color Temperature (CCT) is a specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured in degrees Kelvin (K). The CCT rating for a lamp is a general "warmth" or "coolness" measure of its appearance. Lamps with a CCT rating below 3,000 K are usually considered "warm" sources, while those with a CCT above 3,000 K are usually considered "cool" in appearance.

Direct Illumination means illumination resulting from light emitted directly from a bulb, luminary, or reflector. This does not include light reflected from other surfaces such as the ground or building faces.

Fixture means a complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Examples of acceptable fixtures are shown in **Figure 1D**.

Floodlight means a fixture or bulb designed to "flood" an area with light. A specific form of bulb or fixture designed to direct its output in a specific direction. Such bulbs are often designated by the manufacturer and are commonly used in residential outdoor lighting.

Fully Shielded Fixture means an outdoor light fixture constructed and mounted so that the installed fixture emits no light above the horizontal plane. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0). Fully shielded light fixtures must be shielded in and of themselves, as shown in **Figure 1C**. Surrounding structures, like canopies, are not to be considered when determining if the fixture is fully shielded. Fully shielded fixtures must be appropriately mounted so that the shielding prevents light from escaping above the horizontal and all light is directed downward.

Figure 1C: Examples of Fully Shielded Light Fixtures

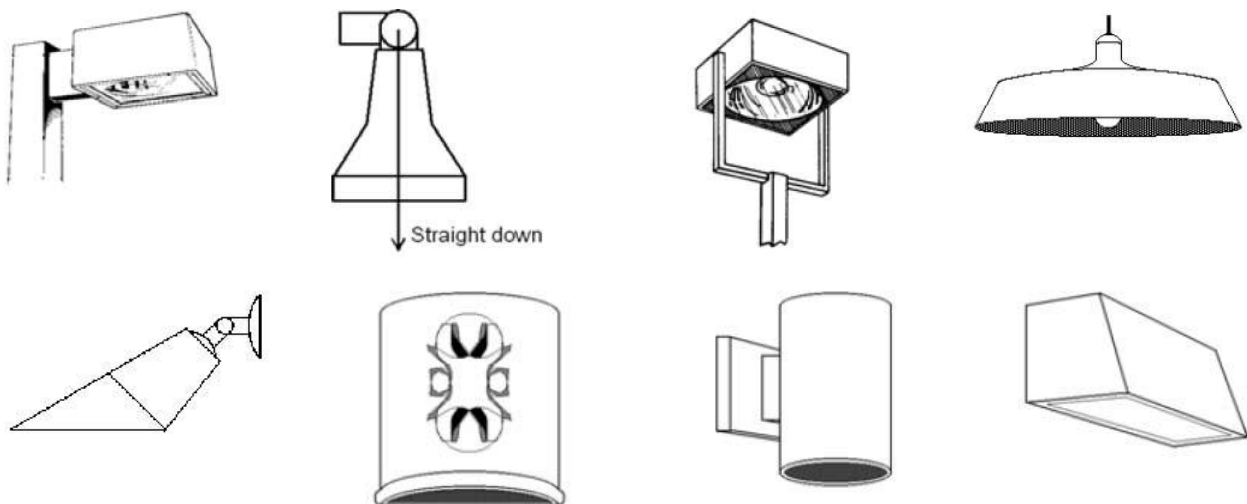
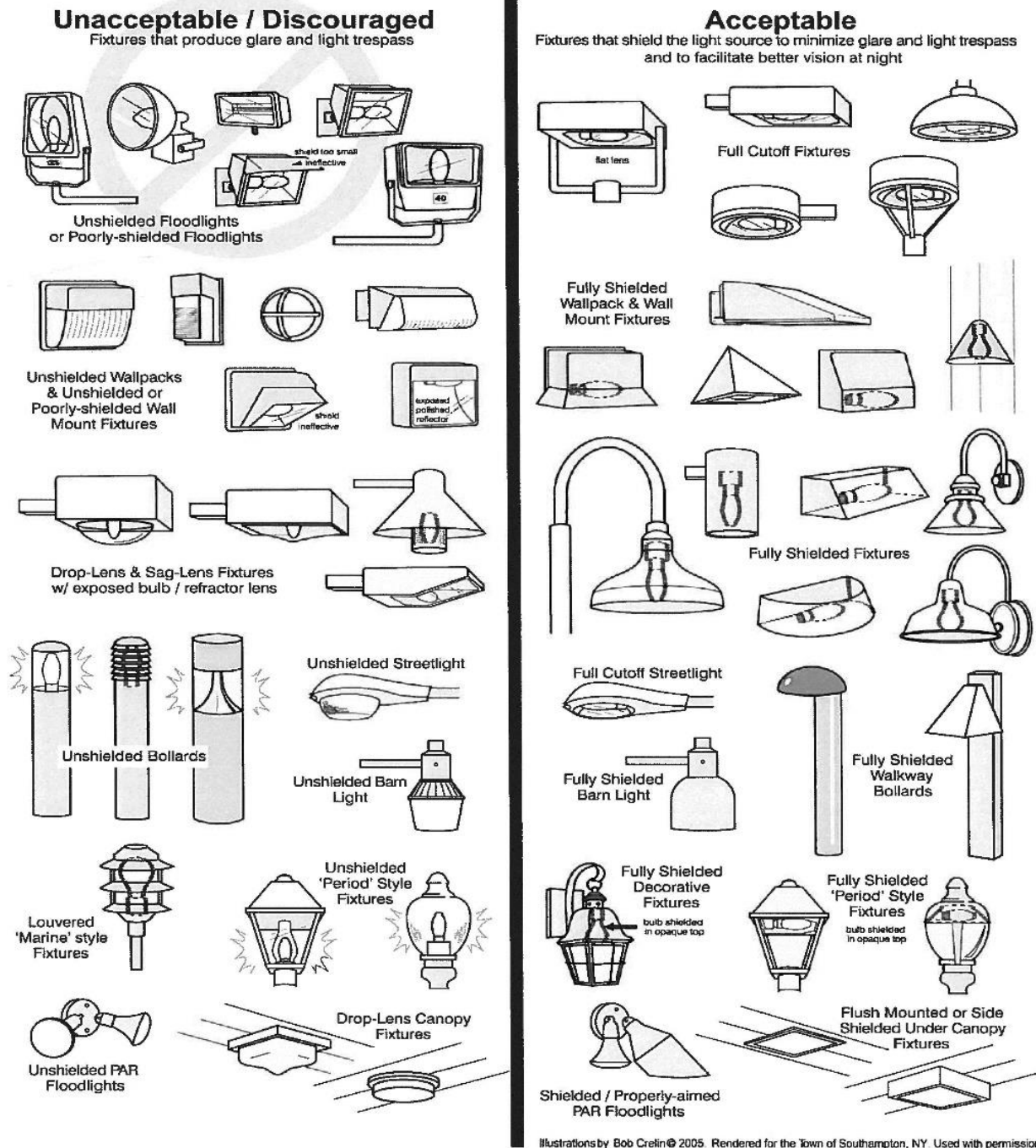


EXHIBIT E1 (continued)

Figure 1D: Examples of Acceptable / Unacceptable Lighting Fixtures



Glare means the visual sensation caused by excessive brightness and which causes annoyance, discomfort, or a disability loss in visual performance or visibility.

Internally Illuminated as it relates to signs, means any sign which has a light source entirely enclosed within the sign and not directly visible to the eye.

EXHIBIT E1 (continued)

Light Pollution means any adverse effect of manmade light. Often used to denote "sky glow" from developed areas, but also includes glare, light trespass, visual clutter and other adverse effects of lighting.

Light Source means the part of a lighting fixture that produces light, e.g. the bulb, lamp, or chips on board.

Light Trespass means any light that falls beyond the legal boundaries of the property it is intended to illuminate. **Figure 1E** provides an example of light trespass.

Figure 1E: Example of Light Trespass and Light Where Needed



Lumen means a unit of luminous flux equal to the light emitted by a uniform point source of one candle intensity. Lumens refers to the amount of light emitted by a bulb (more lumens equals brighter light). The relationships of lumens to bulb types and wattage are shown in **Figure 1F**.

Figure 1F: Relationships Between Bulb Types, Wattages and Lumen Levels

Brightness in Lumens	220+	400+	700+	900+	1300+
Standard	25W	40W	60W	75W	100W
Halogen	18W	28W	42W	53W	70W
CFL	6W	9W	12W	15W	20W
LED	4W	6W	10W	13W	18W

EXHIBIT E1 (continued)

Luminaire means the same as “fixture.”

Manufacturer's Catalog Cuts means a publication or other printed material of a bulb or lighting manufacturer offering visual and technical information about a lighting fixture or bulb.

Developed Acre means the proportionate amount of 43,560 square feet of land that is converted from raw, undeveloped land into land associated with the permitted principal and accessory uses occurring on a parcel. This includes building footprints, private roads, parking lot surface areas, designated recreational areas, walking paths, stormwater detention and retention facilities, and other lands clearly related to the permitted uses on a parcel. Present and future public rights-of-way, lands with natural slopes greater than 30 percent, jurisdictional wetlands, lands in the 100 year floodplain, public drinking water supply water sources (recharge areas for the aquifer in the Glen Canyon Formation), lands affected by immitigable geo-hazards, riparian habitats, archeological sites, and required open space shall not be included in the calculation of developed acreage.

Outdoor Light Fixture means a complete lighting unit consisting of a lamp(s) and ballast(s) (when applicable), together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Also known as a luminaire, or simply as a fixture.

Partially Shielded Light Fixture means an outdoor light fixture constructed and mounted so that the installed fixture emits most of its light above the horizontal plane as shown in **Figure 1G**. Where a light manufacturer provides a BUG rating, the uplight (U) and backlight (B) ratings are greater than zero (0). Light emitted at or above the horizontal plane (sideways or upwards) shall arise solely from incidental decorative elements or strongly colored or diffusing materials such as colored glass or plastic. Fixtures using spot or flood lamps are considered partially shielded if the lamps are aimed no higher than 45 degrees above the vertical plane beneath the fixture.

Recreational Lighting means lighting used to illuminate sports fields, ball courts, playgrounds, or similar outdoor recreational facilities.

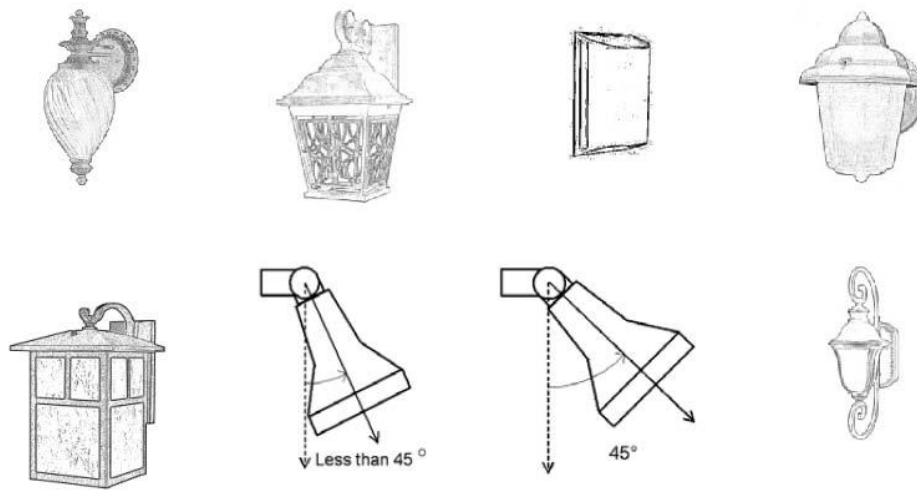
Skyglow means the brightening of the nighttime sky resulting from the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the nighttime sky.

Spotlight means a fixture or bulb designed to light a small area very brightly. See definition of Floodlight.

Total means the sum of shielded and unshielded light.

EXHIBIT E1 (continued)

Figure 1G: Examples of Partially Shielded Lighting Fixtures

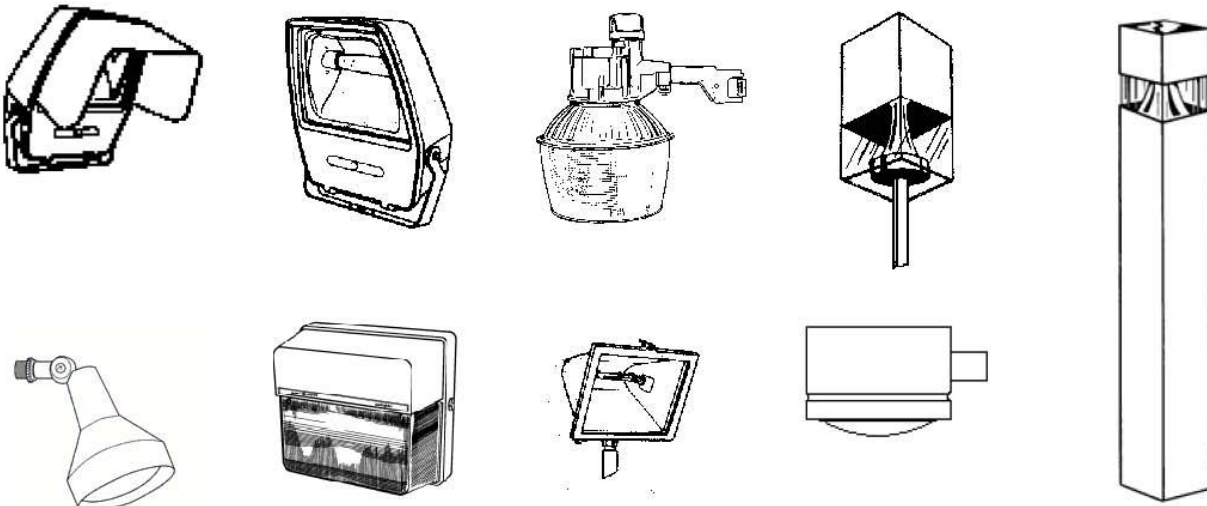


Total outdoor light output means the total amount of light measured in lumens from all bulbs installed in outdoor lighting fixtures. For bulb types that vary in light output as they age (such as fluorescent and high intensity discharge (HID) bulbs), the initial lumen output as defined by the manufacturer shall be the lumen value used.

Tower means any monopole, antenna, or the like that exceeds eighteen feet (18') in height.

Unshielded Fixture means a fixture that has no shielding at all that would otherwise specifically prevent light emission above the horizontal and is shown in **Exhibit 1H**.

Figure 1H: Examples of Unshielded Light Fixtures



Uplight means all the light emanating above the horizontal plane of a luminaire.

EXHIBIT E1 (continued)

4. Fully Shielded Fixture Requirements

- A. Unless specifically exempted by this section, all outdoor lighting shall use fully shielded fixtures and shall be installed so light is directed downward with no light emitted above the horizontal plane of the fixture. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0).
- B. In order to qualify as a "fully shielded" fixture, a light fixture must have the top and sides made of completely opaque material such that light only escapes through the bottom of the fixture. Fixtures with translucent or transparent sides, or sides with perforations or slits, do not qualify as fully shielded. Any glass or diffuser on the bottom of the fixture must be flush with the fixture (no drop lenses). Merely placing a light fixture under an eave, canopy, patio cover, or other similar cover does not qualify as fully shielded.
- C. Fixtures must not be placed at a location, angle, or height that directs illumination outside the property boundaries where the light fixtures are located.
- D. Notwithstanding the exemptions in subsection E below, all residential and commercial luminaires shall be fully shielded within twenty-five (25) feet of adjacent residential property lines.
- E. Exemptions to Fully Shielded Fixture Requirements:
 - 1. All lights exempted by this section shall be included in the calculation for total light output.
 - 2. Fixtures having a total light output less than one thousand (1,000) lumens are exempted from the fully shielded requirement provided the following criteria are met:
 - a. The fixture has a top that is completely opaque such that no light is directed upwards.
 - b. The fixture has sides that completely cover the light source and are made of opaque or semi-opaque material. Fixtures with opaque sides may have incidental decorative perforations that emit small amounts of light. Semi-opaque material such as dark tinted glass or translucent plastic may be used if the light source is not discernable behind the material. Completely transparent materials, such as clear or lightly tinted colored glass, are not allowed.
 - c. The light source must not be visible from any point outside the property on which the fixture is located.
 - 3. Spotlights controlled by motion sensors having a light output less than one thousand (1,000) lumens per lamp are exempted from the fully shielded requirement provided:
 - a. The fixture is a spotlight or other type of directed light that shall be directed straight down; and

EXHIBIT E1 (continued)

- b. The fixture must not be placed in such a manner that results in illumination being directed outside the property boundaries where the light fixtures are located.
- c. Lights controlled by motion sensors shall not be triggered by movement or activity located off the property on which the light is located.
- 4. Pathway lights less than eighteen inches (18") in height are exempted from the fully shielded fixture requirement, if the total light output from each pathway light is less than three hundred (300) lumens.
- 5. Temporary exterior lighting intended as holiday or seasonal decorations displayed between November 15 and the following January 15, provided that individual lamps do not exceed 70 lumens and neither cause light trespass nor interfere with the reasonable use and enjoyment of any other property.
- 6. Traffic control signals and devices.
- 7. Temporary emergency lighting in use by law enforcement or government agencies or at their direction.
- 8. The lighting of federal or state flags, provided that the light is a top-down and narrow beam aimed and shielded to illuminate only the flag.

5. Total Light Output

- A. *Commercial*. Total outdoor light output shall not exceed fifty thousand (50,000) lumens per developed acre. Streetlights used for illumination of public rights-of-way are excluded from this calculation. Commercial developments shall be permitted a minimum of 5,000 lumens of lighting regardless of parcel size.
 - 1. In non-residential zone districts, partially and unshielded lighting on a property shall not exceed 5,000 lumens per developed acre, and shall be included in the total outdoor light output calculation.
- B. *Residential*. Total outdoor light output shall not exceed ten thousand (10,000) lumens of lighting for parcels one-half (acre), or larger, in size. Parcels smaller than one-half (1/2) acre shall be permitted five thousand (5,000) lumens of lighting regardless of parcel size. Total outdoor light output of any multifamily residential development including five (5) or more separate lots or units shall not exceed twenty thousand (20,000) lumens of lighting per developed acre.
 - 1. In residential zones, partially and unshielded lighting on a property shall not exceed 1,000 lumens per lot, and shall be included in the total outdoor light output calculation.
 - 2. Residential units used for overnight accommodations or other commercial uses shall comply with the residential standards for total light output.

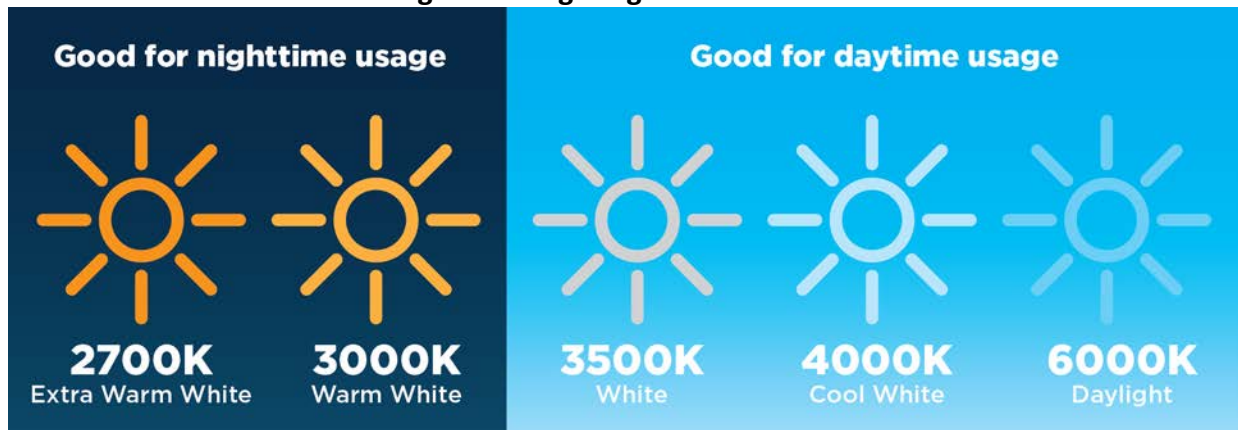
EXHIBIT E1 (continued)

6. Lighting Hours

- A. Commercial establishments shall turn off all outdoor lighting, except that listed below, by twelve o'clock (12:00) midnight:
 - a. Businesses open to the public after twelve o'clock (12:00) midnight may leave all outdoor lighting on until one hour after the close of business.
 - b. Lighting to illuminate the entrance to the commercial establishments.
 - c. Parking lot and pathway lighting required for the safety of guests or customers.
- B. Recreational lighting (residential and commercial) shall be turned off by ten o'clock (10:00) P.M. except to conclude a specific sporting event that is underway.

7. Lighting Color: All exterior lighting shall utilize light sources with correlated color temperature not to exceed 3,000 Kelvin (K). The concept of color lighting is shown in **Figure 1I**.

Figure 1I: Lighting Color Guideline



8. Specialized Outdoor Lighting Conditions and Standards

- A. Gas station canopies may be illuminated provided all light fixtures are mounted on the undersurface of the canopy and all light fixtures are fully shielded. Merely placing the fixtures on the underside of the canopy does not qualify as fully shielding the light fixture.
- B. Roadway and street lights are prohibited unless recommended by the San Juan County engineer or required by UDOT to provide for the safety of the public. When deemed necessary, streetlights shall utilize lamp types that are fully shielded luminaires that minimize sky glow, light trespass, and other unintended impacts of artificial lighting. All streetlights shall utilize the lowest illuminance levels acceptable to the San Juan County engineer and UDOT.
- C. Parking lots may not utilize spot or flood lighting whether mounted on a post or exterior building wall. The overall height of any light post used to illuminate parking lots in commercial zones shall not exceed twenty-five (25'). All post mounted parking lot lights

EXHIBIT E1 (continued)

shall be set back from property lines a distance equal to two and one-half (2.5) times the height of the pole unless an internal or external shield prevents the fixture being visible from outside the property boundaries. The overall height of any light post used to illuminate parking lots in residential zones shall not exceed twenty-five feet (25'). All parking lot lighting shall use fully shielded downward directed fixtures. Internal or external shields shall prevent the fixture being visible from outside the parking lots.

- D. Outdoor recreation areas or athletic fields at publicly owned facilities may use illumination to light the surface of play and viewing stands and for the safety of the public. The following standards shall apply to outdoor recreation area or athletic field lighting:
 - 1. The recreational lighting does not exceed illuminance levels for class IV sports lighting set by the Illuminating Engineering Society of North America.
 - 2. The recreational lighting provides illuminance for the surface of play and viewing stands, and not for any other areas or applications.
 - 3. Off-site impacts of the lighting will be limited to the greatest practical extent possible
 - 4. The lighting for areas or applications outside the surface of play and viewing stands shall conform to all provisions in this chapter.
 - 5. The recreational or athletic facility shall extinguish lighting exempted by this section no later than 11:00pm or one hour after the end of play, whichever is earlier.
 - 6. The recreational lighting shall have timers that automatically extinguish lighting to ensure lights are not left on after the curfew or when the facilities are not in use.
- E. Outdoor amphitheatres may use illumination to light the performance area of the amphitheater and for the safety of the public. The following standards apply to all amphitheater lighting:
 - a. Lighting used to illuminate the performance area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.
 - b. Lighting used to illuminate the performance area may only be turned on during performances or rehearsals.
 - c. Lighting used to illuminate the seating areas, pathways, and other areas of the amphitheater must meet all standards of this chapter.
- F. Special events may use illumination to light the event area and for the safety of the public. The following standards apply to all amphitheater lighting:
 - a. Lighting used to illuminate the event area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.

EXHIBIT E1 (continued)

- b. Lighting used to illuminate the event area may only be turned on during the hours event activities are open to the public or paying guests.
 - c. Lighting used to illuminate the seating areas, pathways, and other areas of the event must meet all standards of this chapter.
- G. All illuminated signs shall comply with these standards.
9. Application and Review Procedures
- A. Lighting Plan: All sign permit applications, subdivision applications, site plan applications, building permit applications, and other development review applications within any zone district shall include a lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with this code. Lighting plans shall include the following:
 - 1. Plans or drawings indicating the proposed location of lighting fixtures, height of lighting fixtures on the premises, and type of illumination devices, lamps, supports, shielding and reflectors used and installation and electrical details.
 - 2. Illustrations, such as contained in a manufacturer's catalog cuts, of all proposed lighting fixtures. For commercial uses, photometric diagrams of proposed lighting fixtures are also required. In the event photometric diagrams are not available, the applicant must provide sufficient information regarding the light fixture, bulb wattage, and shielding mechanisms for the planning commission to be able to determine compliance with the provisions of this chapter.
 - 3. A table showing the total amount of proposed exterior lights, by fixture type, wattage, lumens, and lamp type.
 - B. Approval Procedure:
 - 1. The lighting plan for all new development shall be submitted for approval concurrent with the associated application process.
 - 2. A certificate of occupancy shall not be issued until such time as the property is subject to a post installation nighttime inspection by the Planning and Zoning Administrator.

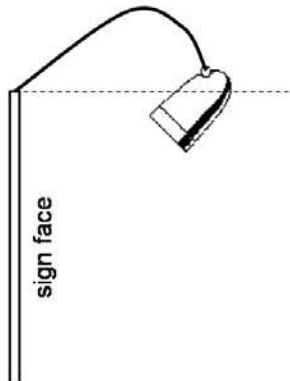
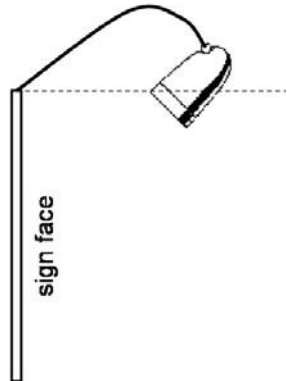
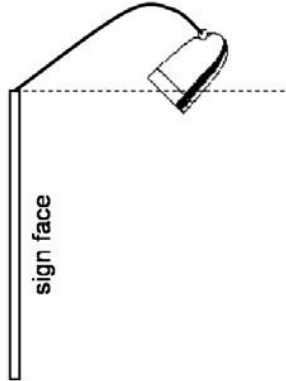
Section 2 –Signs Illumination

- 1. Signs may be unlighted, lighted externally, lighted internally, or backlit. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated, as shown in **Figure 2A**. All lighted signs must have stationary and constant lighting. All sign lighting is included in the calculation of total light output for a property.
- A. Standards for Externally Illuminated Signs:

EXHIBIT E1 (continued)

1. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads or properties or into the night sky.
2. Lighting for externally illuminated signs must be mounted at the top of the sign (or within 2 feet of the top of a wall mounted sign), except for freestanding monument style signs which may be illuminated by ground mounted lighting.
3. Lighting shall consist of no more than four (4) individual fixtures (or lamps) per sign face and produce a maximum of 40,000 lumens per fixture.
4. All sign lighting shall be included in the calculation of total light output.

Figure 2A: Permitted and Prohibited External Sign Lighting Configurations

<u>Allowed</u> Fully shielded lighting that prevents light from emanating above the horizontal plane of the sign's top.		<u>Not Allowed</u>
 <p>sign face</p> <p>Fully Shielded</p>		 <p>sign face</p> <p>Fully Shielded</p>
		 <p>sign face</p> <p>Unshielded</p>

B. Standards for Internally Illuminated Signs:

1. Only sign text areas and logos may be illuminated on an internally illuminated sign.
2. Internally illuminated signs shall use semi-opaque materials for sign text and logos such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign text and logos. Non-text portions of the sign (e.g., background and graphics other than the logo) shall be made of completely opaque material.

C. Standards for Backlit Signs:

1. The light source shall not be visible.
2. Backlit signs shall only allow indirect illumination to emanate from the sign. For example, signs that create a "halo" effect around sign copy are allowed.

EXHIBIT E1 (continued)

D. Standards for Illuminated Window Signs

1. Businesses may display a maximum of two (2) illuminated window signs positioned to be primarily visible outside the business structure.
2. Illuminated window signs shall not exceed four (4) square feet in area.
3. Illuminated window signs shall not be illuminated when the business is closed.

EXHIBIT E2

Signs and Displays Guideline

SIGNS AND DISPLAYS GUIDELINE

1. **Objective:** Guidelines for signs and displays in the Project through standards that:
 - A. Regulate advertising to eliminate potential hazards to motorists and pedestrians,
 - B. Encourage signs which, by their good design, are integrated with and harmonious to the buildings and sites which they occupy,
 - C. Encourage sign legibility by eliminating excessive and confusing sign displays to reduce driver inattention,
 - D. Preserve and improve the appearance of the Project as a place in which to live and to work by creating an attraction to nonresidents to come to visit or trade,
 - E. Allow each individual business to clearly identify itself and the goods and services which it offers, and
 - F. Safeguard and enhance property values, and protect public and private investment in buildings and open space.

The sign requirements contained herein are the maximum allowable for the purpose set forth.

2. **Definitions:** For the purpose of this Guideline, the following words and terms shall have the meanings assigned to them in this section:

Alterations: As applied to a sign, means change or rearrangement in the structural part of its design, whether by extending on a side, increasing in area, width or height, or moving from one location or position to another.

Awning: A roofed structure constructed of fabric or metal placed so as to extend outward from the building providing a protective shield for doors, windows and other openings with supports extending back to the building, supported entirely by the building.

Building, Front Line of: The line of that face of the building or structure nearest the front line of the lot. This face includes sun parlors, bay windows, covered and/or uncovered porches, whether enclosed or unenclosed, but does not include uncovered steps less than four feet (4') above grade and eaves overhanging less than two feet (2').

Building Line: A vertical surface intersecting the ground along a line at which the front of the building occupies the lot on which it is constructed.

Electronic Message Sign (EMS): Any sign, or portion thereof, that displays electronic images, graphics or pictures, with or without textual information. Such a sign has the capability of being changed or altered by electronic means on a fixed display screen

EXHIBIT E2 (continued)

composed of a series of lights, including light emitting diodes (LEDs), fiber optics, plasma displays, light bulbs, or other illumination devices within the display area where the message is displayed. EMS includes computer programmable, microprocessor controlled electronic or digital displays.

Electronic Message Sign View Area: The view area for any EMS shall be measured as follows: beginning from the outside edge of the sign face, measure one hundred fifty feet (150') to each side, then measure at a ninety degree (90°) angle three hundred feet (300') in the direction that the sign is facing, and ninety degree (90°) angle until the two (2) lines intersect.

Face of Sign: The entire area of a sign upon, against or through which any copy, electronic images, graphics or pictures, with or without textual information is placed.

Lot, Corner: A lot abutting on two (2) intersecting or intercepting streets, where the interior angle of intersection or interception does not exceed one hundred thirty-five degrees (135°).

Marquee: A sign designed and constructed for the purpose of changing the message regularly by movable letters or electric means.

Monument Sign: A sign whose base is approximately seventy-five percent (75%) of the width of the sign and is permanently set on the ground and has an opaque pedestal as part of the sign foundation which conceals any pole support. Upon approval of the Project manager, and where pole supports are not visible, the opaque pedestal may be omitted.

Point of the Beginning or Ending of Pavement Widening: Ending of pavement widening is that point when the pavement of a highway acceleration or entrance lane fully narrows to the normal width of the main travel lanes. Beginning of pavement widening is that point when the pavement of a highway deceleration or exit lane begins to widen from the normal width of the main travel lanes.

Project Enforcement Officer: The appropriate official(s) employed by the Project are authorized to enforce this sign Guideline in the Project area.

Residential Development: A project developed by the owner by subdividing the land and building residential homes that has been approved by the County through the plat process and the subdivision recorded with the County recorder's office. All phases of the project shall be considered one (1) residential development. A residential development does not include lots sold by the developer to someone else to build the home. The term is to apply to the project as a whole and not to specific individual lots or residences. Multifamily unit developments which have been approved by the County but may not require the recording of a plat are also considered residential developments.

Sign: Means and includes every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, object, device, medium, conveyance or space erected or maintained in view of the observer thereof for

EXHIBIT E2 (continued)

identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of “sign” shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers. This does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

Sign, A-Frame: A temporary and/or movable sign constructed with two (2) sides attached at the top so as to allow the sign to stand in an upright position.

Sign, Animated: A sign which involves motion or rotation of any part by mechanical or artificial means or displays flashing or intermittent lights, time, temperature, prices, and electronic type message center.

Sign Area: The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a back to back or double faced sign covering the same subject shall be computed when the signs are parallel or diverge from a common edge by an angle of not more than forty-five degrees (45°). In relation to signs that do not have a frame or separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display.

Sign, Electronic Display Screen: Any sign or portion of a sign that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, flat screens, LED screens, video boards, and holographic displays.

Sign, Electronic Message Center: Any sign or portion of a sign that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed.

Sign, For Sale: A temporary sign placed on a lot offering that specific property for sale, lease or rent, and limited to twelve (12) square feet in sign area. The on-premises sign may advertise a model home or open house.

Sign, Freestanding: A sign supported by a fixed permanent frame or support in the ground.

Sign, Illuminated: A sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes as a part of the sign proper.

Sign, Lighted: A sign made legible in the absence of daylight by devices which reflect or project light upon it.

Sign, Low Profile: On premises or identification signs having a maximum height of six feet (6'), incorporated into some form of landscape design scheme or planter box.

Sign, Off Premises: An advertising sign which directs attention to a use, product,

EXHIBIT E2 (continued)

commodity or service not related to the premises.

Sign, Projecting: A sign attached to a building or other structure and extending in whole or in part more than twenty four inches (24") beyond any wall of the building or structure.

Sign, Property: A sign related to the property upon which it is located and offering such property for sale or lease, or advertising contemplated improvements, or announcing the name of the builder, owner, designer or developer of the project, or warning against trespassing.

Sign, Roof: A sign erected partly or wholly on or over the roof of a building, including ground supported signs that rest on or overlap a roof twelve inches (12") or more.

3. Application of Regulations and Enforcement:

- A. *Compliance Required*: Except as provided in this sign Guideline, no sign shall be erected, raised, moved, extended, enlarged or altered, or have the text of the sign changed, except in conformity with the regulations herein specified for the zone in which it is located.
- B. *Construction Standards*: All signs hereinafter erected in the Project shall comply with current standards of the national electrical code, all provisions of this sign Guideline and other applicable ordinances of the County. All component parts shall be equal to Underwriters Laboratories labeled products.
- C. *Enforcement*: The Project Enforcement Officer shall be vested with the duty of enforcing the Project Guidelines and in performance of such duty, s/he shall be empowered and directed to:
 - 1. *Issue Permits*: Issue permits to construct, alter or repair signs which conform to the provisions of this chapter.
 - 2. *Determine Conformance*: Ascertain that all signs, construction and all reconstruction or modification of existing signs are built or constructed in conformance to the Project Guidelines.
 - 3. *Issue Citations And Complaints*: Issue citations and/or complaints against violators of this sign Guideline.
- D. *Inspections*: The Project Enforcement Officer shall make an initial inspection upon the completion of construction, erection, re-erection or remodeling of any sign for which a permit has been issued and an inspection request is made.
- E. *Sign Classification*: Every sign erected or proposed to be erected within the Project shall be classified by the Project Enforcement Officer in accordance with the definitions of signs contained in this sign Guideline. Any sign which does not clearly fall within one of the classifications shall be designated to the classification that it most nearly approximates in the opinion of the Project Enforcement Officer in view of its design, location and purpose.
- F. *Legal Action*: The Project Enforcement Officer shall be empowered to institute

EXHIBIT E2 (continued)

appropriate action or proceedings in any case where any sign is erected, constructed, altered, repaired, converted or maintained, or in any case where any sign is used in violation of any Project Guideline to accomplish the following purpose: 1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; and 2) to restrain, correct or abate such violation.

1. *Issue Notice Of Violation:* The Project Enforcement Officer will cause a notice of violation to be issued to the person having charge or control or benefit of any sign found by him/her to be unsafe or dangerous or in violation of the Project Guidelines.
2. *Abate And Remove Unsafe Or Dangerous Sign:* If an unsafe or dangerous sign is not repaired or made safe within five (5) working days after giving said notice, the Project Enforcement Officer shall have the right to at once abate and remove said sign, and the person having charge, control or benefit of any such sign, shall reimburse the Project, within thirty (30) calendar days after written notice is mailed to such person, the costs incurred in such removal.
3. *Abate And Remove Illegal Sign:* If an illegal sign is not made conforming within thirty (30) calendar days after giving said notice, the Project Enforcement Officer shall have the right to at once abate and remove said sign, and the owner or person having charge, control or benefit of any such sign, shall reimburse the Project, within thirty (30) calendar days after written notice is mailed to such person, the costs incurred in such removal.
4. *Immediate Removal Authorized:* In the case of an unsafe or illegal sign that is either an immediate hazard or whose primary purpose will have been served, at least in part, before the expiration of the notice period required herein, the Project Enforcement Officer may effect an immediate removal without notice, subject to a subsequent right of hearing by the person receiving benefits therefrom.
5. *Notice Of Nonmaintained Abandoned Sign:* The Project Enforcement Officer shall require each nonmaintained or abandoned sign to be removed from the building or premises when such sign has not been repaired or put into use by the owner, person having control or person receiving benefits of such structure within thirty (30) calendar days after notice of nonmaintenance or abandonment is given to the owner, person having control or person receiving benefit of such structure.
6. *Notification:* Notification by the Project to persons having charge or control or benefit of any sign found by the Project Enforcement Officer to be unsafe or dangerous or in violation of the sign Guideline and where the Project is contemplating removal of said sign, shall be accomplished by the Project utilizing written notice sent according to the Project Enforcement guideline.
7. *Penalty as Alternative:* The Project Enforcement Officer shall have discretionary right to enforce removal or alteration of an unsafe or illegal sign by applying the penalty as provided by this sign Guideline as an alternative to the abatement procedures as

EXHIBIT E2 (continued)

provided.

- G. *Right Of Appeal; Sign Review Board:* Any person who has been ordered by the Project Enforcement Officer to alter or remove any sign, or any person whose application for a sign permit has been refused, may appeal to the sign review board by serving a written notice to the Project within ten (10) days of the order of the Project Enforcement Officer. Such notice shall be considered by the sign review board at its next regularly scheduled meeting. Upon filing of said notice of appeal, the Project Enforcement Officer shall take no further action with regard to the removal of the sign involved until the final decision of the sign review board on the appeal is known, unless the Project Enforcement Officer finds that the sign involved, by reason of its condition, presents an immediate and serious danger to the public, or comes within the provisions of subsection 3.F.4 of this section, in which case s/he shall proceed immediately as provided herein.
- H. *Plats:* All applications for sign permits shall be accompanied by a plat consisting of a plat plan and elevation drawing. The plat shall be in duplicate on a minimum eight and one-half inch by eleven inch (8 1/2" x 11") paper. The plat information shall be drawn and dimensioned with sufficient information so that the Project Enforcement Officer can determine whether the proposed sign will conform with the provisions of this sign Guideline.
1. *Plot Plan Requirements:* Specifically, the plat shall show the size of the sign and its location relationship to the following features of the site:
 - a. Property lines,
 - b. Existing and proposed buildings or other structures,
 - c. Control curbs, and
 - d. Parking areas.
 2. *Elevation Drawing Requirements:* Specifically, the elevation drawing shall show the following information:
 - a. Type of sign,
 - b. Sign display,
 - c. Sign height, and
 - d. Sign area.
- I. *Sign Permit Required:* It shall be unlawful for any person, whether acting as owner, occupant or contractor, or otherwise, to erect, construct, reconstruct, enlarge, locate or alter any sign within the Project without first obtaining a sign permit from the Project unless exempted from this requirement in this chapter.
- J. *Fee Schedule:* A fee as established by the Project shall be paid to the Project for each sign permit issued under this sign Guideline. The fee will cover the cost of issuance, including

EXHIBIT E2 (continued)

the inspection tag.

4. Specific Regulations for Zones: No person shall install or maintain any sign in the Project in the following zones except as herein provided. Signs not allowed in the following subsections of this sign Guideline are specifically prohibited:

A. **Residential Zones**: The following provisions regulate signs in residential zones:

1. *Low Profile Signs*: Two (2) permanent low profile identification signs which state the official name of the residential development will be allowed in residential zoning districts for residential developments; provided, that these signs conform to the following regulations:
 - a. Shall be located at the entrance of the residential development and be a minimum of ten feet (10') from front property lines.
 - b. Shall be incorporated into a landscape design scheme or planter box.
 - c. Shall be limited to a maximum of four feet (4') in height from finished grade.
 - d. Shall be limited to sixteen (16) square feet in area for each sign.
 - e. Shall be limited to only two (2) signs per subdivision.
 - f. Shall contain no animation.
 - g. May be illuminated but the source of illumination shall not be visible and the illumination shall be directed downward.
 - h. The Project Enforcement Officer, or his/her designee, may approve signs attached to an entry wall or similar feature, which vary from provisions of subsections 4.A.1.a through 4.A.1.d of this section.
2. *Promotional Signs For Residential Developments*: Promotional signs shall be allowed for residential developments to promote, market and advertise the entire development offering the property for sale and providing pertinent sales information to the public as provided in this subsection 4.A.2. Promotional signs are not allowed for the sale of individual lots, homes, or a portion of the development.
 - a. Signs shall not exceed twelve feet (12') in height and must be located within the boundaries of the development a minimum of ten feet (10') from a street curb, shall not project into or be installed on any public right-of-way and shall not be located within required intersection clear view zones. The signs permitted hereunder shall be temporary and shall be removed when all original lots have been sold.
 - b. Residential developments with less than ten (10) dwelling units may have up to two (2) signs offering the project for sale or inspection by the public and the total cumulative sign area for both signs shall not exceed forty-eight (48) square feet.

EXHIBIT E2 (continued)

Any one sign may not exceed thirty-two (32) square feet in area.

- c. Residential developments with more than ten (10) dwelling units may have up to three (3) signs offering the property for sale or inspection by the public and the total cumulative sign area for all signs shall not exceed one hundred twenty-eight (128) square feet. Maximum sign area shall be calculated at forty-eight (48) square feet for the first ten (10) units and an additional two (2) square feet of sign area per unit over ten (10) units. Any one sign may not exceed sixty-four (64) square feet in area.
 - d. One flat wall or fence sign (banner) per residential development may also be used provided they do not exceed the square footage criteria and quantity described in this subsection. Flat wall signs shall not exceed forty (40) square feet (4 feet x 10 feet) and must be attached flush against the wall to which they are attached.
 - e. One sign permitted in subsection 4.A.2.b of this section may be placed on other land belonging to the same owner, providing such other land is directly contiguous to the subdivision or planned development being advertised, and both properties involved are approved phases of the same overall development. Any sign permitted by subsection A2b of this section may be illuminated or may be lighted if the source of lighting is not visible and the lighting shall face downward. Animated illumination or lighting shall not be employed.
 - f. Action flags are permitted subject to the following provisions:
 - i. Action flags are permitted in new developments only. Once all original lots have been sold the flags must be removed immediately.
 - ii. Action flags shall not exceed twenty feet (20') in overall height.
 - iii. Action flags shall not exceed fifteen (15) square feet in size.
 - iv. Four (4) flags may be placed along the street at each project automobile entrance and two (2) flags at the sales office or model homes.
 - v. Action flags may be printed with the project or company name and logo.
 - vi. Action flags shall be kept in good condition and must be replaced when worn or tattered.
3. *Property Signs; For Sale, Lease, Or Rent:* One temporary on premises sign identifying the lot or offering the premises for sale, lease, rent, or inspection by the public is permitted and shall not exceed twelve (12) square feet in size. Such sign may be double faced or may be a movable freestanding sign, and includes advertising for a model home or an open house at the premises.
4. *Property Signs; New Construction:*
- a. No more than one on-site sign offering the premises for sale, lease or inspection

EXHIBIT E2 (continued)

by the public shall be permitted. Sale signs may also be modified to indicate that the property has been sold; provided, that the total for any one sign does not exceed six (6) square feet per face. Such sign may be double faced.

- b. A project construction sign or “built by” or “marketed by” property sign with an aggregate total of up to twenty-four (24) square feet may be allowed. Such sign may be double faced.
5. *Nameplates*: One lighted or unlighted nameplate identifying the name of the occupant of the premises not to exceed a maximum area of two (2) square feet.
6. *Planned Developments*: For planned developments containing more than two hundred (200) dwelling units, the planning commission may approve an overall sign scheme for the development which provides for larger or more numerous signs than would otherwise be permitted under this chapter.
7. *Landmark Sites, Approved Conditional Uses*: Landmark sites and approved conditional uses in a residential zone may have one attached or freestanding sign of up to twenty-four (24) square feet in size with a height limit of six feet (6') and located entirely on private property.
- B. **Commercial And Industrial Zones**: The following provisions regulate signs in commercial and industrial zones within Flex Development Areas, and, Highway Commercial Areas and neighborhood commercial within Central Development Areas:
 1. *Freestanding Signs*: Freestanding signs are permitted subject to the following provisions:
 - a. *Number*: Each parcel of property or commercial complex may have one freestanding sign. One additional freestanding sign is permitted if the property or complex has more than three hundred feet (300') of frontage on a dedicated public street. Where two (2) or more freestanding signs are constructed, they shall be separated by at least one hundred feet (100'). The second pole sign shall not be higher than seventy percent (70%) of the allowed height of the first sign. A third freestanding sign is allowed for properties with more than six hundred feet (600') of frontage on a dedicated street. The fourth freestanding sign, or additional freestanding signs, must be approved by the sign review board.
 - b. *Location*: Freestanding and projecting signs shall not project into or over any public street right-of-way, except that within the downtown district projecting signs may project a maximum of four feet (4') from the building provided such projecting sign has a minimum ground clearance of ten feet (10') over any sidewalk or street right-of-way. Also, awning signs within the downtown district may project over the street right-of-way provided there is a minimum ground clearance of eight feet (8').
 - c. *Height*: Freestanding signs shall not exceed the following heights:

EXHIBIT E2 (continued)

- i. Signs located on the following designated highways and major commercial street corridors shall not exceed thirty feet (30') in height. The following are determined to be major commercial streets:

- US-191 between Sunny Acres Lane and Lasal Loop Connection Road.
- Spanish Valley Drive between Allen Street and Lasal Loop Connection Road.
- Old Airport Road.
- Flat Pass Road.
- Lasal Loop Connection Road.

When a street has seventy percent (70%) or more of its frontage zoned for commercial use, the Project shall consider designating such street as a “major commercial street.”

- ii. The height of signs located on all other streets not designated major commercial as noted above, shall not exceed ten feet (10') from the adjacent natural grade, except that signs adjacent to buildings greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height. Where the natural grade at the sign location is below the curb elevation, the height may be measured from the curb height, provided the overall sign height is not increased by more than five feet (5'), and the sign is within thirty feet (30') of the curb.
- iii. Where two (2) or more pole type signs are allowed, subsequent signs shall not exceed seventy percent (70%) of the allowed height of the main sign.
- iv. In the downtown district, pole signs shall not exceed twenty feet (20') in height.
- v. Height shall be measured from nearest curb grade adjacent to the support pole.
- d. *Size:* The area of freestanding signs shall not exceed the following:
- i. Single tenant freestanding signs on major commercial streets noted in subsection B1c(ii) of this section shall not exceed seventy-five (75) square feet or one square foot of sign area per linear foot of street frontage up to one hundred twenty (120) square feet maximum per sign face.
- ii. Multi-tenant signs may have one and one-half (1 1/2) square feet of sign area per linear foot of street frontage up to two hundred (200) square feet maximum. A single multi-tenant sign may be allowed up to three hundred (300) square feet if the following occurs:
- a) The sign permit is approved subject to a condition which precludes the

EXHIBIT E2 (continued)

- installation of another freestanding sign, and
- b) The sign area does not exceed one and one-half (1 and 1/2) square feet per linear foot of street frontage.
 - iii. Signs within one thousand five hundred feet (1,500') of a highway intersection may have two (2) square feet of sign area per linear foot of street frontage, up to three hundred (300) square feet maximum.
 - iv. On corner lots, the street frontage used to determine size of the primary sign shall be limited to the street upon which the building fronts. Measurement of the street frontage shall include the actual frontage measured to the midpoint of the corner radius. A secondary sign may be allowed on the side street, and its size shall be based on the frontage of the side street.
 - e. *Animated Signs:* Animated signs shall be permitted .
 - f. *Entrance and Exit Signs:* One entrance and exit sign shall be permitted at each driveway entering or leaving the premises. Such signs shall not exceed six (6) square feet in area nor be more than four feet (4') in height from the ground.
2. *Wall Signs:* Wall signs which are permanently attached or painted with a projection of less than twenty four inches (24"), shall be permitted; provided, that the area of any such sign shall not exceed twenty percent (20%) of the face of the front wall to which it is attached, nor more than ten percent (10%) of the face of a side or rear wall; and further provided, that it does not rise above the roofline or parapet wall.
3. *Property And Project Construction Signs:*
- a. No more than two (2) signs offering the premises for sale, lease or inspection by the public shall be permitted; provided, that the total area of each sign does not exceed thirty-two (32) square feet. Said signs may be modified to indicate that the property has been sold.
 - b. A project construction sign or "coming soon" promotional sign of up to sixty-four (64) square feet may be allowed within sixty (60) days of obtaining a building permit for such project. Such sign shall be removed within one year from the date the sign was erected.
4. *Off Premises Signs:* Off premises signs shall not be permitted.
5. *Roof Signs:* Roof signs shall conform to the following provisions:
- a. Roof signs shall not be higher than the roofline or parapet wall, and shall not be larger than twenty percent (20%) of the wall face of the building.
 - b. All roof signs shall be installed or erected in such a manner that the support structure or brace is covered and screened from public view to the extent reasonable to do so.

EXHIBIT E2 (continued)

- c. Roof signs shall not be animated.
- 6. *Projecting Signs:* Projecting signs attached to a building shall comply with the following conditions:
 - a. Signs projecting over public property may not project more than four feet (4') from a wall of a building, nor project closer than three feet (3') to the back of the curb. A minimum clearance of ten feet (10') above the sidewalk must be maintained.
 - b. Signs projecting over private property may not project more than six feet (6') from a wall of a building.
 - c. Signs shall not extend above the roofline.
 - d. No more than one projecting sign per tenant space and only at the ground level of the building.
 - e. The maximum sign area for projecting signs shall be one square foot of sign area for each linear foot of building frontage up to a maximum of thirty two (32) square feet per sign face (64 square feet maximum for both sides of a projecting sign).
- 7. *Special Standards:* The following special standards for commercial signs shall apply for all signs located on streets not listed in subsection 4.B.1.c.i of this section (streets not designated as major commercial streets) and for planned community zones unless a specific sign plan has been approved as part of the SVPC zone.
 - a. *Freestanding Signs; Design Standards:* Freestanding signs are hereby limited to monument and low profile pole type signs with the following design standards:
 - i. *Height:* The maximum height of the sign shall not exceed ten feet (10') from adjacent natural grade, except that signs adjacent to buildings with two (2) or more stories or greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height. Where the natural grade at the sign location is below the curb elevation, the height may be measured from the curb height, provided the overall sign height is not increased by more than five feet (5'), and the sign is within thirty feet (30') of the curb.
 - ii. *Size:* A monument or low profile pole type sign shall be limited in size to seventy-five (75) square feet for properties with up to one hundred feet (100') of frontage on a public road. An additional one square foot of sign area may be allowed for each additional two feet (2') of public road frontage up to a maximum size of one hundred twenty (120) square feet per sign.
 - iii. *Location:* Signs must be located on private property and not within any public right-of-way. Signs shall not obstruct visibility at driveway entrance and exits, intersections and other points along the roadway.
 - iv. *Number:* Each parcel of property or commercial complex may have one monument or low profile pole type sign. One additional monument or low

EXHIBIT E2 (continued)

profile pole type sign is permitted if the property has more than two hundred feet (200') of frontage on a public street. Where two (2) freestanding signs are constructed, they shall be separated by at least one hundred feet (100'). A third monument or low profile pole type sign is allowed for properties with more than four hundred feet (400') of frontage on a dedicated public street, and a fourth monument or low profile pole type sign is permitted for properties with six hundred (600) or more feet of public road frontage.

- v. *Sign Materials:* Sign materials shall be similar to or compatible with the structure which they identify. Signs shall be constructed predominantly of natural materials such as redwood, ceramic tile, masonry, stucco, stone or materials which simulate the referenced materials. Letters may be illuminated and of a plastic, metal or similar material, including neon. Requests to use alternative materials may be approved by the community development director. Flashing lights, rotating parts or other animation is not permitted. An EMS is permitted when part of a larger sign.
 - vi. *Color:* Bright “day-glo” or fluorescent colors are prohibited. Letters should provide sufficient contrast to be easily legible. Overall color schemes should complement the color scheme of the building. Registered national trademarks are permitted as part of the sign.
 - b. *Minor Variances:* The sign review board is authorized to approve minor variances from the standards set forth above. In addition, the sign height and sign area may exceed the above described limits upon review and approval of the sign review board as a means to accommodate unique circumstances including, but not limited to: a large center with multiple tenants, visibility issues, and traffic speeds, providing only one sign when the size of the frontage would permit a second or third sign, etc. Regardless, the height under no circumstances shall exceed twenty five feet (25'), and the sign area shall not exceed two hundred (200) square feet. If necessary to maintain the purpose of this chapter, the sign review board may impose other conditions of approval. In considering variance requests, the sign review board may approve minor variations to the standards where aesthetic values are not compromised, and the purpose of this chapter is maintained, as determined by the sign review board.
 - c. *Entrance, Exit Signs; Roof Signs And Projecting Signs:* Entrance and exit signs, wall signs, roof signs and projecting signs are permitted subject to provisions contained elsewhere in this chapter.
- C. ***Agricultural And Open Space Zones:*** The following provisions regulate signs in open space zones (OS):
- 1. *Property Signs:* Property signs; as permitted in a commercial zone.
 - 2. *Nameplates:* Nameplates; as permitted in a residential zone.

EXHIBIT E2 (continued)

3. *Identification Signs:* Signs identifying churches, schools, public utilities, buildings and facilities, publicly owned and operated properties, hospitals, homes for the aged, nursing homes, convalescent homes, private clubs, fraternal organizations and roadside stands, subject to the following:
 - a. Such signs shall not exceed twenty-four (24) square feet in area and shall contain no advertising copy. It shall be located on the property to which it pertains and number shall be limited to one.
 - b. Such sign may be illuminated, but the source of illumination shall not be visible and shall be without animation. It may be freestanding or placed against the wall of a building, but no higher than twelve feet (12') above grade and not above the roofline. When freestanding, it shall be parallel with the street, and it shall not be located in or project into any required yard.
 4. *Recreational Facilities Signs:* Signs identifying golf courses, parks, tennis courts, public riding stables, boarding stables and similar recreational facilities, subject to the following:
 - a. Such signs shall not exceed twenty-four (24) square feet in area and may be illuminated, but the source of illumination shall not be visible and shall not be animated. Such sign shall contain no advertising copy.
 - b. There shall be one such sign per entrance to said facility, and the sign may be double faced. It must be located on the property to which it pertains. It may be freestanding or placed against the wall of a building, in which event it shall be no higher than twelve feet (12') above grade and not rise above the roofline.
 5. *Directional Signs, Temporary:* Temporary directional signs, not to exceed twelve (12) square feet in area, nonilluminated, containing no advertising copy, and to be removed from the property within ten (10) days after the purpose of the sign is fulfilled.
 6. *Freestanding Signs, Temporary:* Temporary, freestanding signs pertaining to the subdivisions of subsection 4.A.2 of this section.
4. Design Standards for Commercial Signs:
- A. *Pole Sign Design Standards:* The following design standards are mandatory:
 1. *Sign Cabinets:* Sign cabinets shall be integrated into a uniform sign, rather than added to a pole in an ad hoc manner. The modification or addition of a sign cabinet to an existing pole sign with two (2) or more independent sign cabinets shall be subject to review and approval by the Project Enforcement Officer, who may at his/her discretion, refer the permit to the sign review board for approval.
 2. *Painted Plywood Signs:* Plywood signs are not permitted for permanent signs, unless approved by the sign review board. Sandblasted wood signs are permitted provided

EXHIBIT E2 (continued)

they are not higher than ten feet (10'), subject to review and approval by the Project Enforcement Officer.

3. *Cladding:* All poles supporting signs shall be cladded as a means to improve the appearance of the sign by:
 - a. Proportionately increasing that portion of the structure that anchors the sign to the ground; and
 - b. Providing a material on the support structure that complements the building architecture.

Cladding shall primarily be wood, stucco, brick, or rock, duplicating materials which are used on the main building. Metal products may be used if the metal replicates the appearance of a natural material. Cladding is not required, if in the opinion of the Project Enforcement Officer, the sign contains unique elements that result in a creative flair or defines a product or service with unique design, and the cladding would detract from the creativity of the design.

4. *Pole Transition:* There shall be a transition between the pole and sign it supports, wherein the cladded pole(s) is widened at the base of the sign to at least fifty percent (50%) of the width of the sign it supports. A transition is not required, if in the opinion of the Project Enforcement Officer, the sign contains design elements which serve a similar purpose and results in an aesthetic sign.
 5. *Sign Colors:* The exterior surface of the sign structure and frame (excluding sign face), shall have colors similar to the adjacent building or have earth tone colors including black, browns and grays.
 6. *Landscaping:* Landscaping shall be provided at the base of the sign at a ratio of ten (10) square feet for every one foot (1') of sign width, with fifty percent (50%) of the landscaped area containing live plant material. The plant materials used shall be expected to mature to heights of one foot (1') or greater. Where a hardship can be demonstrated, the sign review board may modify or waive this requirement.
 7. *Flag Lots:* Businesses on flag lots (i.e., lots with narrow frontage on a public road compared to overall lot size) may be allowed a pole sign larger than the minimum size of seventy-five (75) square feet, provided the sign review board determines that the size of the sign is in harmony with the intent of this chapter and the size is in keeping with the building and lot size.
 8. *Multiple Freestanding Signs:* Where two (2) or more freestanding signs are allowed on a property, the second sign may be erected to the maximum height allowed provided it is determined by the sign review board that one sign is not adequately visible from adjacent arterial streets.
- B. *Sign Guidelines:* The following guidelines are desired and encouraged, but are not

EXHIBIT E2 (continued)

mandatory:

1. *Theme and Plan:* Where feasible, signs shall be incorporated into a landscape theme and be part of an overall design plan for the property. Aesthetic appeal is a high priority.
2. *Height:* As a general principle, signs should be no higher than the adjacent building for which it advertises. However, along the US-191 highway or where pole signs are set back off a public road more than twenty-five feet (25'), due to frontage limitations or other design constraints, the sign may be taller than the adjacent building in order to provide better visibility, but shall not be higher than the maximum height limits set forth in this standard.
3. *Highway Commercial Zone:* Properties within the Highway Commercial zone may be allowed a second freestanding sign even though the property has less than three hundred feet (300') of frontage, provided the sign review board determines a second sign is proper based on overall lot size and need for highway visibility.

5. General Regulations:

- A. *Signs Not To Constitute Traffic Hazard:* No sign or other advertising structure shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision; or at any location where by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words "stop," "drive in," "danger" or any other words, phrases, symbols or characters in such a manner as to interfere with, mislead or confuse traffic. In general, no sign shall be placed within a triangular area with legs thirty feet (30') in length measured along the property lines at a corner.
- B. *Awnings Over Public Property:* Awnings over public property shall conform to all provisions of the International Building Code governing such structures. It shall maintain a minimum eight foot (8') clearance above the sidewalk or public property and shall have no signs affixed to the awnings or their supports.
- C. *Temporary Signs:*
 1. Any sign, banner, or advertising display intended to be displayed out of doors for promotional or other temporary use, shall be considered to be a temporary sign and shall be permitted subject to all provisions of this chapter and provisions contained in the city temporary banner policy.
 2. Banners shall be allowed according to the Project policy regarding temporary banners. The banner policy is available through the Project's enforcement department. It shall be the responsibility of the applicant to remove temporary banners upon expiration of the permit period.
- D. *Maintenance:* Every sign shall be kept in good condition as to maintenance and repair,

EXHIBIT E2 (continued)

including the replacement of defective parts, repainting and cleaning. The ground space within a radius of ten feet (10') from the base of any ground sign shall be kept free and clear of all weeds, rubbish and inflammable material. The Project Enforcement Officer shall inspect and enforce this requirement.

- E. *Sign Removal:* Signs identifying a discontinued use on the property shall be removed from the property within thirty (30) calendar days of the time the use was discontinued, and shall thereafter be considered to be abandoned.
- F. *Repair Of Building Facade:* A damaged building facade as the result of the removal, repair, replacement or installation of any signs shall be repaired by the property owner within thirty (30) calendar days of the time the use was discontinued.
- G. *Moving To New Location:* No sign shall be moved to a new location on the lot or building, or enlarged, or replaced, unless it be made to comply with provisions of this sign Guideline.
- H. *Ownership:* The imprint of the sign owner and sign erector of all signs shall be in plain and public view. Signs not carrying such an imprint will be presumed to be owned by the person in possession of the property on which the sign is located.
- I. *Lights And Lighted Signs:*
 - 1. In any zone, no spotlight, floodlight or lighted sign shall be installed in any way which will permit the rays of such sign light to penetrate beyond the property on which such light or lighted sign is located in such a manner as to constitute a nuisance.
 - 2. Such signs alleged to be a nuisance by the neighboring property owners or tenants shall be subject to a public hearing before the sign review board as to the validity of the nuisance complaint. If such sign is determined to be a nuisance by the sign review board, the owner of said sign shall be required to take the appropriate corrective action as directed by the Project Enforcement Officer.
- J. *Planned Development Layout Location Signs:* The purpose of the layout sign is to aid emergency personnel and visitors to quickly and efficiently locate a particular unit. For planned developments with a common address for multiple units there shall be a permanent sign located at all entrances to the project which:
 - 1. Identifies the development,
 - 2. Clearly shows the project address,
 - 3. Clearly shows the layout of streets and the units with their individual identification number or letter,
 - 4. The sign must be oriented to the view of the reader,
 - 5. Shall be incorporated into a landscape feature or design scheme,
 - 6. The sign shall contain no animation,

EXHIBIT E2 (continued)

7. The sign may be illuminated, but the source of the illumination shall not be visible, and
 8. The sign shall be placed such that persons in vehicles who are stopped to read the sign will not create a safety hazard.
6. Maintenance of Legal Nonconforming Signs: Nonconforming signs shall be required to comply with the requirements of this chapter when any change, other than normal maintenance, is made to the sign. Painting or similar sign repair shall be considered normal maintenance; provided, that the sign content remains basically unchanged. Compliance with current setback requirements may be waived by the sign review board when the board determines that relocating an existing sign is not practical.
7. Prohibited Signs:
- A. *Signs Attached To Public Property*: No sign, handbill, poster, advertisement or notice of any kind or sort shall be fastened, placed, posted, painted or attached in any way or upon any curbstone, lamppost, telephone pole, telegraph pole, electric light or power pole, hydrant, bridge, tree, rock, sidewalk or street, except signs owned and erected by permission of an authorized public agency as required by law.
 - B. *A-Frame and Movable Freestanding Signs*: Portable, temporary A-frame, and movable freestanding signs shall be prohibited. This prohibition applies to signs mounted upon or painted upon vehicles or trailers which are parked primarily for the purpose of calling attention to or advertising a specific business establishment or product.
 - C. *Flashing Signs*: Signs which use flashing, blinking, or strobing lights are prohibited. Signs which use subtle lighting changes as part of a video screen, or EMS are permitted.
 - D. *Rotating Signs*: Signs which move, rotate, flutter in the wind or make noise are prohibited. Pennants, streamers, and inflatable objects are also prohibited. Temporary banners must be in compliance with the Project's policy on banners.
 - E. *Permit Exceptions*: Notwithstanding any of the provisions of this sign Guideline, the following signs and operations shall not require a sign permit; however, any of the following signs included in any other section shall conform to the applicable provisions of this sign Guideline:
 1. The changing of the advertising copy or message on a marquee, provided no more than fifteen percent (15%) of the marquee surface will advertise off premises land, products or businesses.
 2. Painting, repainting, cleaning and normal maintenance and repair of a sign or sign structure unless a substantial structural change is made.
 3. For sale, rent or lease signs, advertising real property, that are thirty-two (32) square feet or less in area. Such sign may be double faced.

EXHIBIT E2 (continued)

4. The display of official notices used by any court, or public body, or public official, or the posting of notices by any public officer, in the performance of a duty, or by any person giving legal notice.
 5. Directional, warning, exit, parking or similar informational signs of a public or quasi-public nature, provided they have no advertising effect, and signs directed and maintained by an official body or public utility.
 6. Any official flag, pennant or insignia of any nation, state, city or other political unit.
 7. Nameplates of two (2) square foot maximum area.
 8. Bulletin boards not over sixty-four (64) square feet in area for public, charitable or religious institutions where the same are located on the premises of said institutions.
 9. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material.
 10. Wall signs that are painted directly on the wall, provided they do not exceed twenty percent (20%) of the face of the wall on which it is painted.
8. Variances and Appeals, Sign Review Board: There is hereby created a five (5) member sign review board which is authorized to review sign permit requests and approve minor variances from the standards set forth herein upon proper evidence by the applicant that a variance is warranted. Members of the sign review board shall be appointed by the Project with the consent and approval of the [HOA] for staggered three (3) year terms. The Project shall designate one of their number as chairman, and they shall establish their own rules of procedure and meeting times; the board shall meet as necessary to consider applications for sign permits where a variance from standards set forth herein is requested. Three (3) members of the board shall constitute a quorum for the conduct of business, an affirmative vote of a majority of those members present is required to approve any request. If either the applicant or the Project Enforcement Officer is dissatisfied with the decision of the sign review board, or if challenge is made to the jurisdiction of the board because the item sought to be varied may not be of a "minor" nature, appeal may be had to the Project by filing written request with the Project within twenty (20) days after a decision is given by the board or after a question of jurisdiction is raised; any decision by the Project shall be a final determination.
9. Safety and Nonliability of Project:
- A. *Sign Erection Safety Precautions For Streets And Sidewalks*: Whenever any sign or other advertising structure is erected in whole or in part on or over any public street or sidewalk, the person or persons performing the work shall, before proceeding to erect the same, take all precautions necessary to ensure the safety of persons and property on such street or sidewalk. Before hoisting any material whatsoever above the surface of any street or sidewalk or placing any material upon the traveled portion of any street or sidewalk, the

EXHIBIT E2 (continued)

persons or person performing such work shall exclude the traveling public from the portion of such street or sidewalk in which such work is to be done by means of suitable barriers, protected walkways and warning devices approved by the building inspection department; and whenever the department shall deem it necessary under the conditions then existing, shall provide a guard or guards to exclude all persons not concerned in the work from the portion of the street or sidewalk in which the work is to proceed. When hoisting any sign or advertising structure above the surface of any street or sidewalk, the same shall be accompanied by hoisting devices of approved design and adequate capacity to accomplish the work in accordance with approved engineering practices, all of which hoisting equipment shall be kept and maintained in good and workable condition.

- B. *Project Nonliability*: The Project, its Project Enforcement Officer and its other agents shall in no way be liable for negligence or failure of the owner, or the person responsible for any damage caused by defective conditions.

**TWELFTH AMENDMENT TO
PURCHASE AND SALE AGREEMENT
AND CERTIFICATE OF SALE NO. 26824**
(Sunny Acres Commercial)

THIS AMENDMENT TO CERTIFICATE OF SALE NO. 26824 (the "**Amendment**") is entered into effective April 15, 2025, by and between the State of Utah through the School and Institutional Trust Lands Administration, 102 S. 200 East, Suite 600, Salt Lake City, Utah 84111 (the "**Trust Lands Administration**") and Love's Travel Stops & Country Stores, Inc, an Oklahoma corporation authorized to do business in the State of Utah, 10601 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120 ("**Love's**").

RECITALS

WHEREAS, effective October 16, 2019, the Trust Lands Administration and Love's entered into that certain Purchase and Sale Agreement and Certificate No. 26824 (as amended, the "**Certificate**"), regarding the purchase and sale of certain land in San Juan County, Utah identified in the Certificate (the "**Property**"), and

WHEREAS, the Trust Lands Administration and Love's desire to further extend the Due Diligence Period as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the Certificate, and other good and valuable consideration, Love's and the Trust Lands Administration agree to amend the Certificate as follows:

Article I
Extended Due Diligence Period

1.1. Due Diligence. The first sentence of Section 5.1 of the Certificate is hereby amended and replaced in its entirety with the following:

Purchaser may conduct due diligence on the Property until 5:00 pm Mountain Time on October 15, 2025 (the "**Due Diligence Period**").

Twelfth Amendment to Certificate of Sale No. 26824
Page 2

Article II
Miscellaneous

2.1. Conflict of Terms. To the extent the terms of this Amendment modify or conflict with any provisions of the Certificate, the terms of this Amendment will control.

2.2. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment have those meanings set forth in the Certificate.

2.3. Remainder of Certificate Unamended. All terms and conditions of the Certificate not expressly amended herein remain in full force and effect as written.

2.4. Counterparts and E-Signatures. The parties may execute this Agreement in counterparts, which together constitute one and the same document. The parties may execute this Agreement by facsimile, email, or other electronic means that are sufficient to show the signature is attributable to the signatory.

[Remainder of Page Left Blank]


Twelfth Amendment to Certificate of Sale No. 26824
Page 3

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective the day and year first written above.

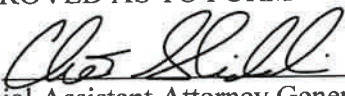
**STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION**

**LOVE'S TRAVEL STOPS & COUNTRY
STORES, INC**

By: 
Name: Michelle E. McConkie
Title: Director

DocuSigned by:

Name: Tim Doty
Title: Vice President

APPROVED AS TO FORM

By: 
Special Assistant Attorney General



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June 2, 2025

VIA EMAIL ONLY

San Juan County Planning and Zoning Commission
 c/o Kristen Bushnell
 P.O. Box 9
 117 South Main Street
 Monticello, Utah 84535
 kbushnell@sanjuancountyut.gov

Re: *NSJCC Written Comment for July 10, 2025 Planning Commission Meeting*

Dear Planning and Zoning Commission members:

Since 2019, the Northern San Juan County Coalition (the “Coalition”) has contested the adequacy and legality of the County’s consideration and approval of the application (“Application”) by Love’s Travel Stops and Country Stores (“Love’s”) for a truck stop (the “Truck Stop”) on U.S. Highway 191 near Sunny Acres Lane (the “Sunny Acres Location”). The County’s Administrative Law Judge, Lyn Lloyd Creswell (“ALJ”), has sent the Application back to the San Juan County Planning and Zoning Commission (the “Commission”) a second time because its previous consideration of the facts was inadequate.¹

¹ See generally Judge Creswell’s Final Decision, dated August 28, 2024, Exhibit A. The Coalition believes that certain aspects of Judge Creswell’s ruling that are not pertinent to the proceedings before this Commission also are erroneous. See generally Petition for Review of Land Use Decision, September 27, 2024, Case No. 240700028, Exhibit B.

During the Commission meeting on April 10, 2025, a member of the Commission explained, essentially, “We’re not changing at all what we said last time,” and, “We’re not going to go back six months and redo everything we did six months ago.”² These statements are legally incorrect and inconsistent with the ALJ’s ruling, which states the facts before the Commission at its last meeting *did not legally support* approving the Truck Stop, and the Commission must consider all relevant facts *before* deciding whether to approve the Truck Stop.³ Simply reaffirming the decision made previously and describing it with different words is inadequate. The task at hand is to consider *all the facts*, including those not yet fully considered by the Commission, and make an impartial decision about whether to approve the Truck Stop at the Sunny Acres Location.

The Facts Do Not Support Approving the Truck Stop

The 2011 San Juan County Zoning Ordinance (the “Zoning Ordinance”) is clear: “Automobile Service Station, Auto Accessories” and “Restaurant or drive-in café” are “permitted uses” in the Highway Commercial Controlled District sub-zone (“CD-h sub-zone”).⁴ The facts, however, do not support squeezing the Truck Stop into these permitted uses. An “automobile,” according to Merriam Webster’s dictionary, is “a. . . four-wheeled automotive vehicle designed for passenger transportation.”⁵ Britannica defines it the same way.⁶ Merriam Webster defines a “service station” as a “gas station” at which “some service is offered.”⁷ Thedailyautomotive.com defines an “automobile service station” as a “place equipped for servicing automobiles, which

² See 4/10/2025 Meeting Video, at 36:25, 51:30 (the video may be accessed at: <https://www.youtube.com/watch?v=7RCERiLfzU0&list=PLFB2nKz9I9znkg30CsKtj7aG0BOEv6xow&index=20>).

³ See Exhibit A, at p. 93.

⁴ See Zoning Ordinance, at § 12-2. The Coalition does not contest that a restaurant is a permitted use or that two or more permitted uses can be combined within the CD-h sub-zone. The sole question, therefore, is whether an “automobile service station” and a “truck stop” are the same thing, which they are not.

⁵ See <https://www.merriam-webster.com/dictionary/automobile>.

⁶ See <https://www.britannica.com/technology/automobile>.

⁷ See <https://www.merriam-webster.com/dictionary/service%20station>.

includes selling gasoline and oil”⁸ When undefined, the law presumes the County Commission intended the ordinary use of these terms when it included them in the Zoning Ordinance.⁹ As a result, the plain and ordinary meaning of “automobile service station” cannot be ignored, and the Commission cannot simply assume a broader definition was intended to approve the Truck Stop.

Even Love’s itself does not consider a “truck stop” and an “automobile service station” to be the same. Indeed, on Love’s own Wikipedia page, it draws a distinction between a Love’s “travel stop” and a Love’s “country store:” “Country stores are fueling stations with a convenience store attached” (automobile service station); “Travel stops” are “larger” and include “food from restaurant chains . . . , truck parking spaces, showers and laundry” (the Truck Stop).¹⁰ This difference is readily seen on Interstate 70 in Green River, Utah, where Love’s operates a “country store” gas station across the street from a “travel stop.” On Interstate 70, as drivers approach Exit 160, separate highway placards are posted for a Love’s “travel stop” and a Love’s “gas station.”

The differences between an “automobile service station” and a “truck stop” are also readily apparent to any traveler. Automobiles typically stop at a service station for fuel and to use the convenience store. Visits tend to be short, with cars completing their transactions and moving on. Commercial trucks, on the other hand, have mandatory rest periods and often park for long periods, including overnight. Unlike automobiles, truck motors run for long periods to operate cooling units. Truck diesel engines are also larger than car engines, making more noise and creating more

⁸ See <https://thedailyautomotive.com/what-is-automobile-service-station-your-ultimate-guide/>.

⁹ See *Muddy Boys, Inc. v. Dep’t of Com., Div. of Occupational & Pro. Licensing*, 2019 UT App 33, ¶ 16, 440 P.3d 741, 745 (“Where a statutory term is undefined, we must endeavor to determine its plain and ordinary meaning. . . . Dictionaries, other sections of the [statute], judicial opinions, and treatises may be useful tools in this endeavor”).

¹⁰ See <https://en.wikipedia.org/wiki/Love's>. This distinction can be confirmed by searching in Google Maps for “Love’s Country Store” locations. On the resulting list of locations, some are a “Country Store” and referred to as a “gas station;” others are a “Travel Stop” and referred to as a “truck stop.” These are clearly distinct uses.

pollution. Trucks also require more room to stop and accelerate, meaning they require different traffic patterns than standard service stations – longer acceleration and deceleration lanes.

Notably, these factual differences between a “truck stop” and an “automobile service station” prompted Utah’s Property Rights Ombudsman to conclude that a “truck stop” was not “similar to” a “convenience store, including self-service gas pumps” (i.e. “automobile service stations”) or a “truck wash:”

A truck stop . . . is a different and distinct use, and not just a group of component parts. A truck stop is commonly understood to be a business catering to larger tractor-trailer rigs, in addition to automobile traffic. In general, a truck stop requires a large parcel and large buildings. They also alter traffic patterns, because they are intended to attract commercial trucking traffic. Accommodations for the larger tractor-trailers is a unique impact of a truck stop, and so it is more than just a “supersized” gas station. . . . A truck stop is a distinct land use with significantly different impacts than those associated with the component parts.¹¹

Under the ALJ’s ruling, the Commission cannot simply ignore these factual differences between a “truck stop” and an “automobile service station.” Rather, for each of the differences highlighted in the preceding paragraphs and elsewhere in the Coalition’s prior briefing, the Commission must find specific, supportable facts explaining why those differences are irrelevant under the Zoning Ordinance. When fairly and objectively considered, this is not possible.

The Zoning Ordinance also allows the Commission to authorize a use, such as a “truck stop,” if the use is “in harmony with the intent of the neighborhood commercial zone and similar in nature to [permitted] uses.”¹² However, the Truck Stop is not “in harmony” with the neighborhood and is not at all similar to other permitted uses. If the County Commission had intended to allow “truck stops” in the CD-h sub-zone, it could have done so in 2011. But it did not.

¹¹ See Ombudsman Opinion No. 115, Exhibit C, at p. 6.; *see also* The Coalition’s February 1, 2024 Memorandum, Exhibit D, at pp. 8-10 (providing additional analysis on why the Truck Stop is not a “permitted use”).

¹² See Zoning Ordinance, at § 12-2.

When considering “harmony” within the CD-h sub-zone, it is also important to note that residential uses have historically been permitted and should be respected. In prior meetings, some Commissioners have suggested that residents like Marlene Huckabay should not have been allowed to move into the CD-h sub-zone. But agricultural and residential uses have been permitted since at least 1978.¹³ It is neither fair nor legally correct to tell residents like Ms. Huckabay that they should have known that a “truck stop” could be constructed next door when the Zoning Ordinance makes clear that only “automobile service station[s]” are permitted.¹⁴

The Commission is not bound by the decision it previously made to approve Love’s Application. The ALJ has already determined that decision was flawed and required further factual consideration and support. If the Commission concludes, after further review of the facts, that the Truck Stop cannot be supported as a “permitted use” or a harmonious use within the neighborhood, it has the power to deny the Application and without question should do so. There is no doubt that other better and lawful locations for the Truck Stop exist, some of them only a mile away.¹⁵

Sincerely,



Matthew A. Steward
Emma D. Tanner

Enclosures
cc: Bart Kunz

¹³ See 1978 Zoning Ordinance, Exhibit F, at § 12-1; *see also* Zoning Ordinance § 12-1 (describing the Controlled District as “a district where agricultural, industrial, commercial and residential uses may exist in harmony”) and § 12-2 (citing “Agricultural, Residential, Commercial, Highway Commercial and Industrial” uses as permitted).

¹⁴ See *generally* Declaration of Marlene R. Huckabay, Exhibit E (discussing how the Truck Stop will impact her).

¹⁵ The Commission also has the authority to seek more information from Love’s or impose conditions on the Love’s Application before approving it. For example, the Commission could ask Love’s to submit studies of noise or pollution impacts of the Truck Stop before approving it. The Commission also could require Love’s to modify the proposal by moving the location of buildings or truck parking spaces to mitigate the impact on the neighborhood. These types of changes could provide the Commission with additional factual information to incorporate into its deliberations and final findings and conclusions.

Matthew J. Ball
Attorney at Law
mball@parrbrown.com

July 25, 2025

VIA EMAIL

San Juan County Planning and Zoning Commission
c/o Kristen Bushnell
kbushnell@sanjuancountyut.gov

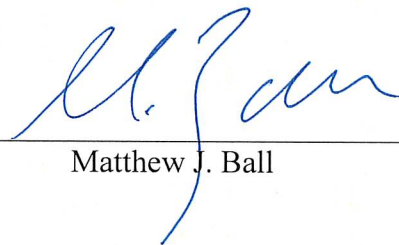
*Re: Sketch Plan Application submitted by Love's Travel Stops & Country Stores, Inc.
on May 3, 2019 (the "Application")*

Dear Commissioners:

We represent Love's with respect to the Application and write to supplement our submission of June 2, 2025. Specifically, we attach hereto a revised site plan. The site plan originally submitted with (and as part of) the Application was subsequently amended to address public comments/concerns about the proximity of truck parking stalls to residential properties. The amended/revised site plan, which shows that the stalls were relocated farther from the property line, is attached for your consideration.

Sincerely,

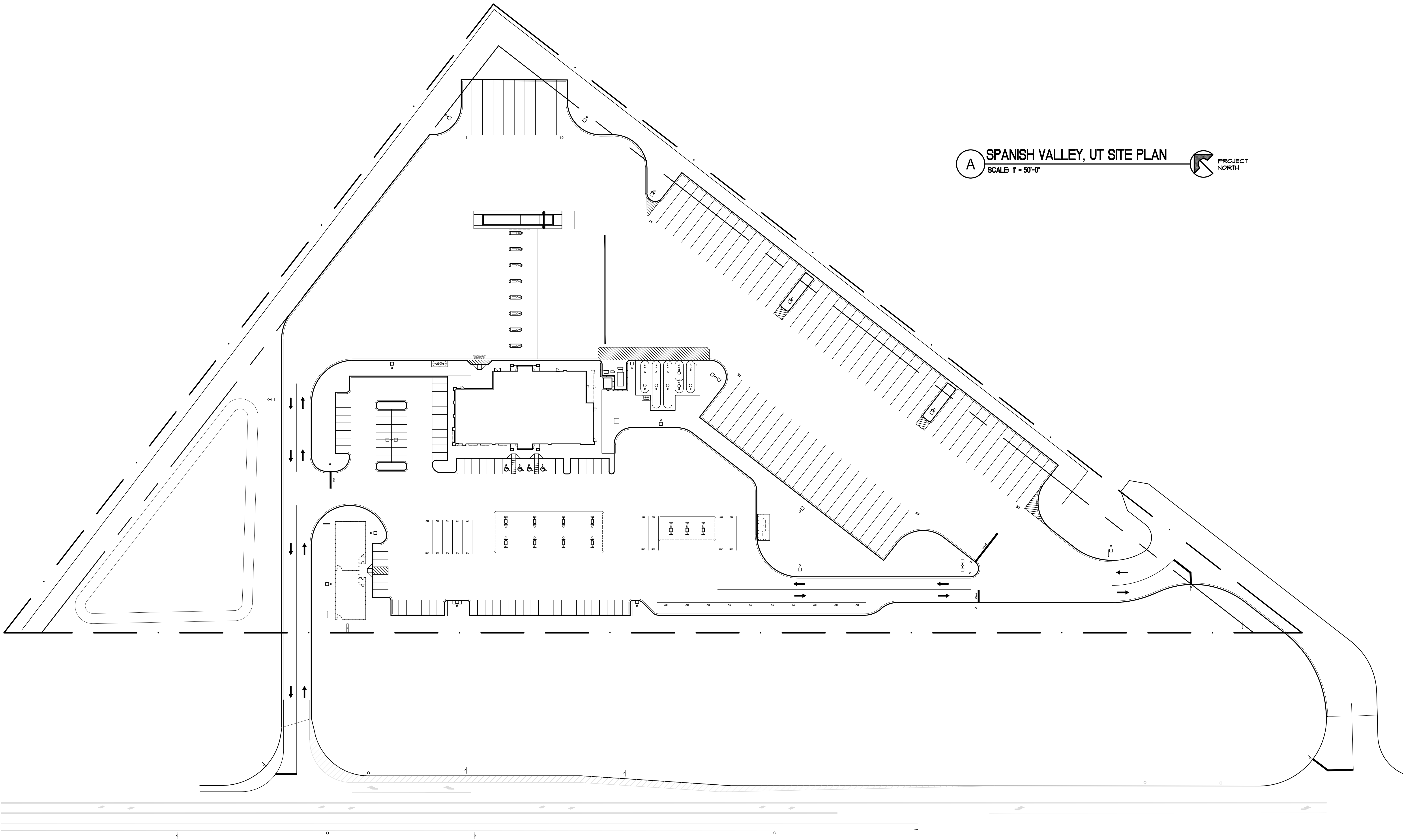
PARR BROWN GEE & LOVELESS, P.C.


Matthew J. Ball

Attachment

Cc (via email; w/ attachment)):

Bart Kunz
Karolina Roberts
Hugh Long



A **SPANISH VALLEY, UT SITE PLAN**
SCALE: 1" = 50'-0"






Item 4.

Pascal Aughtry & Associates, PC

405.463.3494
Fax 405.463.3493
937 East Britton Road
Oklahoma City, OK 73114
pascalarch.com

THIS DOCUMENT
IS PRELIMINARY IN
NATURE AND IS
NOT A FINAL
SIGNED AND
SEALED
DOCUMENT

A NEW TRAVEL STOP
STORE No. 805
MOAB, UT
(SPANISH VALLEY)



Revisions:	
No.	Date

Project No.:	LVS-20805
Date:	05-29-20
Sheet No.:	
OF:	96



STAFF REPORT

MEETING DATE: August 14, 2025

ITEM TITLE, PRESENTER: Review and Discussion of updates to the Land Use Timeline and proposed changes to the Use Table. Kristen Bushnell, Planning Administrator.

RECOMMENDATION: Consider community requests and administrative suggestions for changes.

SUMMARY

At the August 5th Board of County Commissioners Meeting the members of the commission called for the Planning Commission to re-evaluate the broader timeline of the General Plan updates in association with the adoption of the Land Use Ordinance. The timeline for the adoption of the Proposed Land Use Ordinance has been adjusted to our current progress (see attached).

Is this a reasonable pacing? Do we foresee any obstacles at future meetings to maintain business items and progress?

Do we feel that we have the resources to accomplish the task of updating the Land Use section of the General Plan internally as the Planning Commission? Do we pursue expertise elsewhere?

Following the milestones and timeline as adjusted each month, and with the interest of the time we have allotted, this month we will focus on Use Table updates:

- **Administrative Suggestions**
 - “RV” added under Boat Storage Yard
 - “Bowling Alleys” as permitted in MU and IND (2/19 workshop)
 - Added “Woodworking” with “Cabinet Shops” (2/19 workshop)
 - Permit “Church / Temple / Worship” everywhere but Industrial
 - “Clinic” to include therapy and others (MR)
 - Add “Dance / Yoga / Martial Arts Studio” to use table (2/19 LM)
 - “On-Site Staff Housing” included with Second Floor Dwelling Units (UB 7/8)
 - Dwellings for Trailers moved to “RV & Trailer Parks” instead of manufactured / tiny homes
 - Combined “Educational Facilities”
 - “Fur Goods” as conditional in AG
 - Moved “Taxidermy” with “Leather Works”
 - “Gyms / Fitness Centers” in more zones
 - “Home Occupations / Cottage Industry” permitted across all zones

- “Hospitals” permitted in more zones
 - “Hotels / Motels” conditional in AG
 - Omitted duplicate “Manufacturing, General”
 - Added “Pet Grooming” with “Pet Store” and permitted in AG (2/19 workshop)
 - Added “Adult Entertainment” with “Sexually Oriented Businesses” (NB 7/21)
 - Make conditional in zones where allowed (NB 7/21)
 - “Short Term Rentals / Overnight Accommodations” permitted in HC (clarity)
 - Omitted due to nature of private use:
 - Grazing
 - Stables / Horse Barns / Corrals
 - Stock Ponds
 - Water Storage / Rainwater Collection
- **DISCUSSION:** Add Media Production to what zones? Permitted or conditional? (2/19 workshop)
 - **DISCUSSION:** Re-evaluate the difference between “Manufacture/Tiny Home” and “RV Long Term Use” and where each zoned as permitted/conditional.
 - **DISCUSSION:** If Sexually Oriented Businesses are not required by law, take them out of the use table until business opportunity presents itself. (SB 7/17)
 - **DISCUSSION:** “Homestead” Zone to be added as an additional zone, included with AGRICULTURE, or “Homesteading” be added to the Use Table. (SB)
 - **DISCUSSION:** CUPs in Spanish Valley but Permitted in Rural Areas?
 - 2/19/25 JW similar email about Spanish Valley
 - 2/24/25 CS & HS letter We are sure there are other differences between rural development and development in Spanish Valley that would warrant different treatment.
 - **DISCUSSION:** Do we define every use on the Use Table or use common understanding of what that is? (2/19 workshop)

Please see the attachment for a summary of community comments and resources as proposed on the Use Table.

2025 Land Use Ordinance

Work Sessions toward Adoption

Updated 08.14.2025

Plat Team at County Commission	Planning Commission
	July 10th – Planning Commission
	Review potential changes to General Plan.
	August 14th – Planning Commission
	Assess needs for accomplishing the General Plan Updates. Discuss Use Table Updates.
September 2nd – Work Session	September 11th – Planning Commission
Request needs for accomplishing the General Plan Updates to Land Use section. Discuss Use Table Updates.	Review Chapter 1: Definitions Review Chapter 2: General Provisions Review Chapter 3: Appeals
October 7th – Work Session	October 9th – Planning Commission
Review Chapter 1: Definitions Review Chapter 2: General Provisions Review Chapter 3: Appeals	Updates to the General Plan “Land Use” section. Review Chapter 4: Nonconforming Uses Review Chapter 5: Variances Review Chapter 6: Subdivisions (as adopted 2024)
November 4th – Work Session	November 13th – Planning Commission <i>**Public Hearing posted by October 1st</i>
Updates to the General Plan “Land Use” section. Review Chapter 4: Nonconforming Uses Review Chapter 5: Variances Review Chapter 6: Subdivisions (as adopted 2024)	+ Recommendation of General Plan Updates Review Chapter 7: Development/Design Standard Review Chapter 8: Planned Unit Developments
December 2nd – Work Session & Meeting <i>**Public Hearing posted by November 1st</i>	December 11th – Planning Commission
+ Approval of General Plan Updates Review Chapter 7: Development/Design Standard Review Chapter 8: Planned Unit Developments	Review Chapter 9: Zone Designations Review Chapter 10: Zoning Amendments Review Zoning Maps
January 6th – Work Session	January 8th – Planning Commission
Review Chapter 9: Zone Designations Review Chapter 10: Zoning Amendments Review Zoning Maps	Review Chapter 11: Conditional Uses Review Chapter 12: Specific Uses to Area

February 3rd – Work Session	February 12th – Planning Commission
Review Chapter 11: Conditional Uses Review Chapter 12: Specific Uses to Area	Review Chapter 13: Air Transport Overlay Zone (ATOZ) Review Chapter 14: Parking Requirements and Motor Vehicle Access Review Chapter 15: Addressing Standards (as was previously adopted) Review Chapter 16: Sign Requirements
March 3rd – Work Session	March 12th – Planning Commission
Review Chapter 13: Air Transport Overlay Zone (ATOZ) Review Chapter 14: Parking Requirements and Motor Vehicle Access Review Chapter 15: Addressing Standards (as was previously adopted) Review Chapter 16: Sign Requirements	Review of New 2025/2026 Legislative Changes
April 7th – Work Session	April 9th – Planning Commission <i>**Public Hearing posted by March 1st</i>
Review of New 2025/2026 Legislative Changes	Review of Final Documents + RECOMMENDATION OF LAND USE ORDINANCE
May 5th – Board of County Commissioners <i>**Public Hearing posted by April 1st</i>	
Review of Final Documents + APPROVAL AND ADOPTION OF LAND USE ORDINANCE to be effective immediately	

KEY: "P" = PERMITTED USE (ALLOWED) "C" = CONDITIONAL USE PERMIT REQUIRED "--" = PROHIBITED (NOT ALLOWED) <i>**Any use not listed is not allowed. Any combination of permitted uses is a permitted use. Additional uses shall be requested as a Zoning Amendment.</i>	Residential (R)	Agricultural (AG)	Highway Commercial (HC)	Community Commercial (CC)	Multiple Use (MU)	Industrial (I)	Recreational Support (REC)
Accessory Building(s) <i>*supports primary use and may not be used for human occupancy</i>	P	P	P	P	P	P	P
Agricultural Industry <i>*including animal feed yards, fur farms, production of agrochemicals, feed manufacturing, etc.</i>	--	C	--	--	--	C	--
Agricultural Production, Storage & Sales <i>*including hay, grain, and other feeds</i>	--	P	P	P	P	P	P
Agricultural Commercial Farms & Ranches <i>*including wholesale and retail space</i>	--	P	--	--	P	--	--
Air Transport Overlay Zone <i>*including airports, airstrips, heliports, and hangar homes</i>	--	C	--	--	C	--	C
Apiary (Commercial Beekeeping)	--	P	--	--	P	--	--
Auction House (livestock)	--	P	P	--	--	--	--
Automobile Sales / Rentals (new & used)	--	--	P	P	P	P	--
Automotive Accessories / Farm Machinery / Equipment Sales	--	--	P	P	--	P	--
Automobile Service Stations / Auto Repair <i>*does not include a junk or salvage yards</i>	--	--	P	P	P	P	--
Aviary / Hatchery	--	P	--	--	P	--	--
Bakery Products / Commercial Manufacturing	--	--	P	P	--	P	--
Bakery / Confectionery / Deli Counters	--	--	P	P	P	P	P
Bank / Financial Institutions	--	--	P	P	P	P	--
Barber & Beauty Shops / Cosmetic Services	--	P	P	P	P	P	--
Big Box Retail	--	--	P	--	--	P	--
Bicycle Shops	--	--	P	P	P	P	P
RV & Boat Storage Yard	--	--	P	P	--	--	P
Bowling Alley	--	--	P	P	P	P	--
Building Materials / Hardware Stores	--	--	P	P	P	P	--
Bus Terminals	--	--	P	--	--	P	--
Butcher Shops	--	P	--	P	P	--	--
Cabinet / Woodworking Shops	--	--	P	P	P	P	--
Camp Parks / Resorts / Glamping	--	C	--	C	C	--	C
Cannery / Commercial Manufacturing	--	--	--	--	--	P	--
Childcare Center <i>*does not include home occupation childcare</i>	C	--	--	P	P	--	--
Chemical / Drug Manufacturing	--	--	--	--	--	C	--
Church / Temple / Place of Worship	P	P	P	P	P	--	P
Clinic / Health Care Services <i>*including medical, dental, therapy and others</i>	C	--	P	P	P	--	--
Concrete / Gypsum / Plaster Productions	--	--	--	--	--	C	--
Confectionery / Commercial Manufacturing	--	--	--	--	--	P	--
Contractor Services / Construction Yards	--	P	P	P	P	P	--
Dairies / Dairy Products Manufacturing	--	C	--	--	--	C	--
Dance / Yoga / Martial Arts Studio	--	P	P	P	P	--	P
Dwelling, Single-Family	P	P	--	P	P	--	P
Dwelling, Two-Family / Duplex	P	P	--	P	P	--	P
Dwelling, Multiple-Family / Apartments	C	--	--	C	P	--	--
Dwelling, Accessory Units (ADU's)	P	P	--	C	P	--	P
Dwelling, On-Site Staff Housing / Second Floor Units <i>*must be secondary to primary commercial use and cannot be subdivided to primary use</i>	--	P	P	P	P	P	P
Dwelling, Manufactured Home / Tiny Home <i>*units must be permanently affixed</i>	C	C	--	C	C	--	--

KEY: "P" = PERMITTED USE (ALLOWED) "C" = CONDITIONAL USE PERMIT REQUIRED "--" = PROHIBITED (NOT ALLOWED) <i>**Any use not listed is not allowed. Any combination of permitted uses is a permitted use. Additional uses shall be requested as a Zoning Amendment.</i>	Residential (R)	Agricultural (AG)	Highway Commercial (HC)	Community Commercial (CC)	Multiple Use (MU)	Industrial (I)	Recreational Support (REC)
Dwelling, RV / Trailer for Long Term Use <i>*minimum lot size of 0.5 acre and are connected to approved water, power, and sewer/septic</i>	P	P	--	P	P	P	P
Educational Facility, Private	--	--	--	P	P	--	--
Educational Facility Public	P	--	--	P	P	--	--
Electric Vehicle Charging Stations (public use)	C	C	C	C	C	C	C
Enclosed Storage, Commercial	--	--	P	P	P	P	P
Energy Production, Commercial <i>*includes oil/gas, solar, wind farms, geothermal, biofuels, etc</i>	--	C	--	--	C	C	--
Equipment Rental & Storage <i>*excluding vehicular/ATV rentals</i>	--	P	P	P	P	--	P
Evaporation Ponds <i>*not associated with Type 3 Animal Density operations</i>	--	C	--	--	C	C	--
Event / Conference Centers	--	P	P	P	P	P	P
Fabrication of Apparel	--	--	P	P	--	P	--
Fabrication of Electronics	--	--	--	--	--	P	--
Fabrication of Manufactured or Tiny Homes	--	--	--	--	--	P	--
Fabrication of Metal Products	--	P	--	--	--	P	--
Flex Office and Warehousing	--	--	P	P	P	P	--
Food Preparations / Commercial Manufacturing	--	--	--	--	--	P	--
Forest Industry / Sawmills / Wood Products	--	P	--	--	--	P	--
Fuel Service Storage & Sales (propane, etc.)	--	--	P	--	--	P	--
Funeral Home / Mortuary	--	--	P	P	P	--	--
Fur Goods Manufacturing / Taxidermy	--	C	--	--	C	C	--
Gas Stations / Truck Stops / Associated Convenience Stores & Services	--	--	C	C	C	P	C
Grazing	--	P	P	--	P	P	P
Golf Courses	C	C	C	C	C	--	C
Government Facilities	--	P	P	P	P	--	P
Gravel Pits / Critical Infrastructure <i>*Vested critical infrastructure materials operations as defined in Utah Code 17-27a-1001 et seq.</i>	--	P	--	--	P	P	--
Grocery Stores / Supermarkets	--	--	P	P	P	--	P
Gyms / Fitness Centers / Indoor Climbing	C	P	P	P	P	--	P
Home Occupations / Cottage Industries	P	P	P	P	P	P	P
Hospitals	--	P	P	P	P	--	--
Hotels / Motels	--	C	P	C	C	--	C
Junk / Salvage Yard	--	C	C	--	C	C	--
Kennels	--	C	C	C	--	--	--
Laundering / Dry Cleaning	--	--	C	C	C	P	--
Leather Works & Products / Taxidermy	--	P	--	P	P	P	--
Manufacturing, General <i>*not involving noxious odors or caustic chemicals</i>	--	--	--	--	--	C	--
Manufacturing, General <i>*all other types not specifically designated elsewhere</i>	--	--	--	--	--	C	--
Manufacturing of Beverages	--	--	--	--	--	P	--
Manufacturing of Glass / Glassware	--	--	--	--	--	P	--
Manufacturing of Grain Mill Products	--	P	--	--	--	P	--
Manufacturing of Hardware Products	--	--	--	--	--	P	--
Manufacturing of Heating / Plumbing Equipment	--	--	--	--	--	P	--
Manufacturing of Meat Products	--	--	--	--	--	C	--
Manufacturing of Paper Products	--	--	--	--	--	P	--
Manufacturing of Rubber Products	--	--	--	--	--	C	--
Manufacturing of Scientific Instruments	--	--	--	--	--	P	--
Manufacturing of Telecommunication Equipment	--	--	--	--	--	P	--
Manufacturing of Textiles	--	--	--	--	--	P	--

KEY: "P" = PERMITTED USE (ALLOWED) "C" = CONDITIONAL USE PERMIT REQUIRED "--" = PROHIBITED (NOT ALLOWED) <i>**Any use not listed is not allowed. Any combination of permitted uses is a permitted use. Additional uses shall be requested as a Zoning Amendment.</i>							
	Residential (R)	Agricultural (AG)	Highway Commercial (HC)	Community Commercial (CC)	Multiple Use (MU)	Industrial (I)	Recreational Support (REC)
Marine Equipment Sales & Service	--	--	P	P	--	C	C
Media Productions							
Mining	--	C	--	--	C	C	--
Mining, Raw Processing / Separation	--	--	--	--	--	C	--
Movie Theater	--	--	P	P	P	--	--
Nursery / Greenhouses / Farm Stands	C	P	--	P	P	--	P
Nursing / Rehabilitation Homes / Assisted Living / Group Homes / Adult Care Facilities	--	--	C	P	P	--	--
Office Space	--	--	P	P	P	P	--
Paint / Powder Coating Shops	--	P	P	--	--	P	--
Park / Open Space, Public	P	P	P	P	P	P	P
Parks, Private	C	P	--	--	--	--	C
Pet Stores / Pet Grooming	--	P	P	P	P	--	--
Printing / Publishing	--	--	P	P	P	P	--
Public Uses or Quasi Public Uses <i>*dams/reservoirs, cemeteries, libraries, fire stations, community centers, non-profit institutions, etc.</i>	--	C	C	C	C	--	C
Public Utility Support Buildings	C	P	P	P	P	P	C
Raceways	--	C	--	--	C	C	--
Restaurants, Fast Food / Drive-Through	--	--	P	P	P	--	C
Restaurants, Food Truck Vendors <i>*not including temporary permitted events</i>	--	P	P	P	P	--	C
Restaurants, Dine-In Seating	--	--	P	P	P	--	P
Retail, General <i>*all other types not designated elsewhere</i>	--	--	P	P	P	--	P
Retail, Wholesale Products	--	--	P	P	P	P	--
RV Camp / Hunting Camp (seasonal) <i>*with use of 180 days per calendar year</i>	--	P	--	--	P	--	P
RV & Trailer Parks <i>*3 or more RV's/Camp Trailers unit hook ups on a parcel</i>	--	C	C	C	C	--	C
RV Storage Yards	--	--	P	--	--	P	--
Sales Office for Manufactured Homes	--	--	P	--	--	P	--
Sexually Oriented Businesses / Adult Entertainment	--	--	--	--	--	P	--
Short Term Rentals / Overnight Accommodations	--	P	P	P	P	--	P
Signs	P	P	P	P	P	P	P
Silviculture (timber production)	--	P	--	--	P	P	--
Stables / Arenas / Boarding Stalls (Equine Services)	--	P	--	P	P	P	P
Stables / Horse Barns / Corrals (Private)	P	P	--	P	P	--	P
Stock Ponds	P	P	--	P	P	P	P
Stone Products Manufacturing	--	--	--	--	--	C	--
Storage Yard <i>*all other types not specifically designated elsewhere</i>	--	C	C	--	--	C	--
Telecommunication Towers	C	C	C	C	C	C	C
Temporary Buildings <i>*uses incidental to construction work, including living quarters of guards or night-watch; such buildings must be removed upon completion of the construction work.</i>	C	C	C	C	C	C	C
Transfer Stations & Landfills	--	C	--	--	--	--	--
Veterinarian / Animal Clinics	--	P	P	P	P	P	--
Water Storage / Rainwater Collection	P	P	P	P	P	P	P

Effective 5/7/2025

17-27a-506.5. Classification of new and unlisted business uses.

As used in this section:

- (1) (a) "Classification request" means a request to determine whether a proposed business use aligns with an existing land use specified in a county's land use ordinances.
- (b) "New or unlisted business use" means a business activity that does not align with an existing land use specified in a county's land use ordinances.

Each county shall incorporate into the county's land use ordinances a process for reviewing and

- (a) approving a new or unlisted business use and designating an appropriate zone or zones for an approved use.

The process described in Subsection (2)(a) shall:

- (i) detail how an applicant may submit a classification request;
 - establish a procedure for the county to review a classification request, including:
 - (A) providing a land use authority with criteria to determine whether a proposed use aligns with an existing use; and
 - (B) allowing an applicant to proceed under the regulations of an existing use if a land use authority determines a proposed use aligns with that existing use;
 - provide that if a use is determined to be a new or unlisted business use:
 - (A) the applicant shall submit an application for approval of the new or unlisted business use to the legislative body for review;
- (2) (iii) (b) (B) the legislative body shall consider and determine whether to approve or deny the new or unlisted business use; and
 - (b)) the legislative body shall approve or deny the new or unlisted business use, within a time frame the legislative body establishes by ordinance, if the applicant responds to requests for additional information within a time frame established by the county and appears at required hearings;
 - (C) requests for additional information within a time frame established by the county and appears at required hearings;
- (iv) provide that if the legislative body approves a proposed new or unlisted business use, the legislative body shall designate an appropriate zone or zones for the approved use; and
 - provide that if the legislative body denies a proposed new or unlisted business use, or if an applicant disagrees with a land use authority's classification of the proposed use, the legislative body shall:
- (v) (A) notify the applicant in writing of each reason for the classification or denial; and
 - (B) offer the applicant an opportunity to challenge the classification or denial through an administrative appeal process established by the county.

Each county shall amend each land use ordinance that contains a list of approved or prohibited

- (3) business uses to include a reference to the process for petitioning to approve a new or unlisted business use, as described in Subsection (2).



Permit Report

07/01/2025 - 08/08/2025

Permit Date	Owner Name	Building Address	Building CityStateZip	Residential or Commercial	Type of Permit	Description
8/6/2025		1801 Rollover Rd	La sal, UT, 84530		Manufactured Home-Private Property	To live in
7/25/2025		1849-B W North Creek Rd	Monticello		New Construction	home
7/15/2025						
7/15/2025		496 Oak Crest Dr	Monticello Utah 84535		Roofing	Reroofing House
7/10/2025		Hwy 191 & Sunny Acres Lane	Moab, UT 84532		New Construction	New 3 story building with self-storage
7/8/2025		165 S 1620 E	Blanding utah 84511		New Construction	Single Family Home
7/3/2025		2-6 County Road 307 (official address not complete yet)	Monticello, UT, 84535		New Construction	personal/farm shop
8/5/2025		37.800089, -109.120757	MONTICELLO UTAH 84535		Electrical	CAMP SIGHT FOR CAMP TRAILER TO BE USED 10-20 DAYS OUT OF THE YEAR, NOT PLANNING ON LIVING THERE, JUST CAMPING. WILL EVENTUALLY BUILD A HOME BUT NOT UNTIL ABOUT 2028

Total Records: 8

8/8/2025

Page: 1 of 1

Subdivision Plat Review Comments
please return comments by Friday, August 29th

IN REVIEW:

- ☐ **Grover Dairy Subdivision**
by Bunker Engineering for Phil Lyman / 435-459-2800
- ☐ **Cody Pass Subdivision**
by Red Desert Surveying for Traci Willis / 605-988-8484 / traci@wilcolandllc.com
Comments sent on June 17:
- ☐ **Kane Creek LLC**
by Bunker Engineering for Ulla & Christian Brunner / 435-260-2065 /
ulla.brunner@gmail.com
- ☐ **Day-La Sal, Lot 1**
by Red Desert Surveying for Lillie Day / daylily1030@gmail.com

ON-HOLD:

- ☐ **Peaceful Valley Ranch**
by Red Desert Surveying for Mark Foster / 801-557-1100 / seth@ahhomes.com
- ☐ **San Juan Estates Lot 5**
by Bunker Engineering for Kenny North / 801-557-1100
- ☐ **San Juan Estates Lot 25**
by Bunker Engineering for Kenny North / 801-557-1100
- ☐ **Mersereau Subdivision, Amendment 4**
by Red Desert Surveying for Daniel Wright / 435-210-1887 / moab.fun@hotmail.com