



PLANNING COMMISSION MEETING
117 South Main Street, Monticello, Utah 84535. Commission Chambers
July 10, 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 May 8, 2025

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

ADMINISTRATIVE ITEMS

2. Consideration and Discussion of updates to General Plan “Land Use” Chapter. Kristen Bushnell, Planning Administrator.
3. Review and Discussion of Community Comments and Chapters 1-6 of the 2025 Land Use Ordinance. Kristen Bushnell, Planning Administrator.

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.

BUILDING PERMIT(S) REVIEW

5. June & July Building Permits & Subdivision Applications

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
May 08, 2025 at 6:00 PM

MINUTES

GENERAL BUSINESS

Welcome / Roll Call

Planning Commission Chair Trent Schafer called the meeting to order at 6:05pm.

PRESENT:

Chairman Trent Schafer
Vice-Chair Lloyd Wilson
Commissioner Melissa Rigg
Commissioner Ann Austin
Planning Administrator Kristen Bushnell
County Deputy Attorney Jens Nielson
County Commissioner Lori Maughan
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 April 10, 2025

Time Stamp 0:01:30 (audio)

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

Voting Yea: All in favor. Motion carries.

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

Time Stamp 0:02:00 (audio)

Anna of Old La Sal commented on the need for the county to uphold the CCR's of subdivisions.

Teague of Old La Sal echoed the need for the county to ensure that building permits in line with the CCR's set forth by subdivision HOA's.

LEGISLATIVE ITEMS (moved up in agenda items)

5. Consideration and Approval of a Temporary Conditional Use Application for a RV Trailer extension during home build to be Located on Parcel #000650000040 in Old La Sal, Frank Herrmann

Time Stamp 0:10:00 (audio)

Frank Herman applied for a temporary conditional use permit to live in an RV trailer during home construction on his parcel in Old Lel (A zone, north of State Road 46). The permit is for six months, extendable for three additional periods, for a maximum of 24 months. Conditions include:

- Protecting existing water well sources from contamination.
- Complying with Utah Division of Drinking Water requirements for water storage.
- Complying with all building code and permit requirements.
- Complying with County Health Department requirements.
- Complying with wildland urban interface fire regulations and codes.

The applicant's HOA (Deer Haven Park POA) has a covenant limiting RV living to 18 months. The Commission clarified that their approval does not supersede HOA covenants; it becomes a civil matter between the applicant and the HOA if the county's 24-month allowance conflicts with the HOA's 18-month limit. The county bases its decisions on its own ordinance, not HOA CCNRs.

A concern was raised that approving such permits, when an HOA covenant exists, is repetitive and consumes county resources. The Commission reiterated their role is to follow county ordinance. Extensions do not require re-approval from the Commission as long as progress on the project is being made and verified by building inspections.

Motion made by Commissioner Wilson to approve the temporary conditional use. Seconded by Commissioner Rigg.

All in favor. Motion carries.

ADMINISTRATIVE ITEMS

2. **Review and Discussion of Planning Commission Bylaws. Kristen Bushnell, Planning Administrator**

Time Stamp 0:16:00 (audio)

Candidate Qualifications: A preference will be given to applicants for the Planning Commission living within unincorporated areas. This will be highlighted in red in the revised bylaws.

Cut-off Deadlines for Agenda Items: Staff requested a two-week cut-off prior to the Planning Commission meeting to allow for compilation and legal review. Commissioners requested the final agenda be provided by Friday at 11:59 p.m. before the meeting.

Commissioner Communications (Ex Parte): The bylaws section on communication and impartiality will be split into two distinct points:

Intra-commission/Intra-county Communication: Commissioners can seek information from other commission members or county departments, but cannot discuss how to vote prior to a public meeting.

Public Impartiality: Commissioners have an ethical duty to avoid making public statements about agenda items and must forward any ex parte information received directly from the public on current or future agenda items to staff for wider distribution. The term "application" will be broadened to "any item coming before the planning commission."

Disorderly Conduct: The Chair can order the removal of a disorderly person, with law enforcement assistance if necessary.

Quorum Requirements: The existing requirement of four in-person commissioners for a quorum (Bylaw 4:14) was discussed for potential loosening, especially for emergencies or "acts of God" (e.g., snow days), to allow for online participation.

Conflicts of Interest: The bylaws currently require recusal from voting for commissioners with a conflict of interest. While state law may allow voting, the Commission opted to maintain a stricter policy, adhering to the first sentence of the relevant bylaw (adhering to state law) and deleting the conflicting second sentence that required recusal.

Presentation of Recommendations to County Commission: The Planning Commission Chair (currently Trent Schaefer) will present the board's recommendations to the County Commission. Staff will ensure proper public noticing of these presentations through the Clerk's office, stemming from a past missed public notice for Lisbon Valley Mines. Options for who presents (Vice-Chair, planning staff, or county administrator) will be added for flexibility.

3. Presentation for the Public Awareness Committee of Citizens Report, Dr. Shanon Brooks

Time Stamp 0:47:00 (audio)

Sarah Goodman and Shannon Brooks of the Public Awareness Committee presented findings from a survey of San Juan County residents, highlighting a "crisis of representation and communication."

Definition of "Rural" Community View: The survey revealed two primary definitions:

- 50% defined rural as "a county or large areas of county with low population."

- 46% defined rural as "large acreage agricultural areas or homesteads free of urban services and qualities."

Common Theme: "Space, freedom, and minimal services."

Contrasting Government View: Only 2% of respondents believed rural areas should be "places for municipalities to expand into." This suggests a disconnect where "decision makers often use a different lens to some in government rural simply means not urban yet a blank slate a space to be planned for built up or eventually annexed into something more modern that's not what the people are saying."

Definition of "Urban": 70% defined urban by "infrastructure footprint" (concentrated neighborhoods, utilities, paved roads, services), not population count.

Implication: "If commissioners and planners define rural as simply a zone on the path to becoming urban, you'll pursue policies that transform open land into controlled development but if residents define rural as something to protect for its independence and lifestyle they'll see those same policies as invasive."

Representation and Communication Disconnect & Dissatisfaction: 73% of residents felt "dissatisfied" with their representation in planning the county's future; only 3% felt satisfied.

General Plan Awareness: 58% "don't know" if the County is following its general plan, and 38% said "No." This signals "a deep disconnect between the county's leadership and the public's understanding or trust in how land use decisions are made."

Email Notices: Nearly 79% of respondents do not receive San Juan County's email notices, highlighting a "vital opportunity for education and outreach."

Freedom to Thrive with Homestead Businesses as a Top Priority: When asked about important future development, residents prioritized:

- 81.4% "less government regulations"
- 73.3% "more protection to citizen rights"
- 44.9% "more homestead family businesses"

Economic Impact: Homestead businesses are seen as a "practical, scalable economic development strategy" that "circulate money within the county and increase community resilience," often representing "20 to 50% of their total income." They require "no major infrastructure investment and can scale responsibly without compromising the rural character of our communities."

Code Enforcement Officer (Code Compliance Officer):Community Opposition: "Citizens want partnership not policing on their land." 87% of surveyed citizens "do not agree with the county that the county should pay someone to seek out and enforce all land use violations."

Trust Issues: Hiring a code enforcement officer "directly contradicts" the community's desire for "less regulation, more autonomy and the ability to live and work freely on their own land." It "looks like increased regulation, increased surveillance and a further departure from what people are asking for."

Private Property Rights: 98.7% of respondents consider private property rights "very important."

Recommendation: The Public Awareness Committee urged the Commission to "pause, revise with humility and invite true community participation not just public comment."

4. Consideration for changes to the 2025 Land Use, Development and Management Ordinance, Zoning Maps and Use Tables as per community comments and engagement, Kristen Bushnell, Planning Administrator

Time Stamp 1:01:30 (audio)

Administrator Bushnell presented a list of proposed administrative changes and use table requests that were previously presented to the County Commission in January but not discussed. These changes will be redlined in the online documents once approved.

Administrative Comments that Design and Development standards are the responsibility of applicants.

Existing legal structures will be grandfathered as non-conforming uses.

Clarification that long-term RV dwelling is currently not permitted, though the ordinance aims to change this with restrictions (e.g., one unit per half acre).

Added seasonal RV hunting camps.

Added international building code language for private roads.

Use Table Requests (Proposed Changes): Agricultural Production and Hay Production: To be permitted in "recreational support" zones.

Kennels: To be added as a conditional use in "agriculture" zones (already conditional in highway and community commercial). The definition of "kennel" was discussed, particularly regarding animal limits (currently "more than four dogs and/or cats"). The sentiment was to remove the specific animal limit, relying on nuisance ordinances instead.

Barber, Beauty Shops, Cosmetic Services: To be permitted in "AG" (agriculture) zones.

Fabrication of Metal Products: To be permitted in "AG" zones.

Paint and Powder Coating Shops: To be added to the use table as a conditional use in "AG," "industrial," "commercial community," and "commercial highway" zones due to chemical concerns.

Butcher: To be permitted in "community commercial" and "multi-use" zones, with state inspections mitigating risk.

Home-Based Businesses (Cottage Industry): Current Status: Exempt if no point of sale, signage, or public parking on premise. These are considered "private use" and are not currently regulated.

Discussion: The Commission debated allowing small-scale commercial activities (with point of sale and customer parking) in residential zones as conditional uses. This would require clear parameters (e.g., square footage, parking spaces) to define "small scale" and prevent residential areas from becoming commercial hubs. The argument was made that this could provide a logical step for businesses to grow before relocating to designated commercial areas.

Email Comments from Public: Staff will compile a bulleted list of public comments from emails received, with initials and date of email, and will share this via a Google/Microsoft shared document for commission review. Debatable points will be brought to the agenda for discussion.

Future Ordinance Discussions and Work Sessions: No additional work sessions are planned due to commissioner time constraints. Discussions will occur during regular Planning Commission meetings.

Deadlines: The Commission needs to set cut-off dates for comments and changes to prevent endless revisions. This is especially important given the General Plan, which must be legally adopted before the land use ordinance can be, is not expected until December at the earliest.

Yearly Review: A plan for yearly review of the ordinance to incorporate future comments was suggested.

Spanish Valley Zoning and Map Requests

Importance: Spanish Valley zoning is seen as a "can of worms" that needs to be resolved before the overall county ordinance can proceed smoothly.

Proposed Approach: Instead of broad zoning, a "micro-zoning" approach was suggested for Spanish Valley, going "road by road" to address specific needs and existing structures, rather than solely relying on the "step-down" model from highway to residential.

Current Situation: The Spanish Valley road plan is problematic with many cul-de-sacs. There are existing auto repair shops in residential areas, and previous proposals suggested re-zoning entire neighborhoods to multi-use to accommodate non-conforming businesses.

Alternative Proposal: Allow small-scale conditional commercial uses in residential zones in Spanish Valley, defined by square footage, parking, and business hours. This would preserve residential character while accommodating existing businesses and allowing for limited growth without re-zoning large areas.

Map Requests: East Allen Street Parcel (near Balance Rock): Request to be changed to "multi-use" was put on hold pending a broader discussion on Spanish Valley zoning. The rationale for multi-use was its location on a community commercial roadway leading to lodging.

Upper Pack Creek (Brown Nails property): Request to keep the area as "AG" (agriculture) instead of the proposed "recreational use" was generally agreed upon by the Commission.

Pack Creek: This area is split 50/50 between "recreational support" and "residential" requests. The covenants in Pack Creek prohibit overnight rentals, which is a primary reason for the

"recreational support" requests. This issue will be discussed at the next meeting, with a map identifying specific parcel requests for transparency.

BUILDING PERMIT(S) REVIEW

6. May Building Permits & Subdivision Applications

Time Stamp 1:54:00 (audio)

ADJOURNMENT

Time Stamp 1:57:00 (audio)

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

All in favor. Motion carries.



STAFF REPORT

MEETING DATE: July 10, 2025

ITEM TITLE, PRESENTER: Consideration and Discussion of updates to General Plan “Land Use” Chapter. Kristen Bushnell, Planning Administrator.

RECOMMENDATION: Make suggested updates to the “Land Use” chapter of the General Plan.

SUMMARY

The 2018 General Plan “Land Use” chapter must be updated prior to the adoption of a new Land Use Ordinance.

HISTORY/PAST ACTION

The current General Plan was updated in 2018. Upon completion, the Planning Administrator at the time began updating the Land Use Ordinances accordingly. The 2019 Spanish Valley Supplementary Ordinance was adopted through the County Commission. However, an update to county-wide ordinance never came to fruition.

In January 2025, attempts to update the Land Use Ordinance were passed by the Planning Commission but tabled by the County Commission. A call for the update of the General Plan arose from one community member. Our legal team reviewed this and agreed, while minimal, that updated information is necessary.

On June 26, 2025 Administrator Bushnell met with legal advisors to go over the Land Use section within the General Plan and noted adjustments to the document. Additionally, on July 1, 2025 the Plat Team reviewed the changes and made further suggestions to updating this section within the document.

Please see the attachment for suggested changes.

2025 Land Use Ordinance

Work Sessions toward Adoption

Plat Team at County Commission	Planning Commission
July 1st – Work Session	July 10th – Planning Commission
Review potential changes to General Plan. Review Chapter 1: Definitions Review Chapter 2: General Provisions Review Chapter 3: Appeals Review Chapter 4: Nonconforming Uses Review Chapter 5: Variances Review Chapter 6: Subdivisions (as was previously adopted)	
August 5th – Work Session	August 14th – Planning Commission <i>**Public Hearing posted by August 1st</i>
Review Chapter 7: Development/Design Standard Review Chapter 8: Planned Unit Developments Review Chapter 9: Zone Designations Review Chapter 10: Zoning Amendments	+ RECOMMENDATION OF GENERAL PLAN
September 2nd – Work Session <i>**Public Hearing previously posted Aug 1st</i>	September 11th – Planning Commission
September 2 nd – Work Session Review Chapter 11: Conditional Uses Review Chapter 12: Specific Uses to Area + ADOPTION OF GENERAL PLAN	
October 7th – Work Session	October 9th – 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	
November 4th – Work Session	November 13th – Planning Commission
Review of New 2025 Legislative Changes	
December 2nd – Work Session (joint)	December 11th – Planning Commission <i>**Public Hearing posted by Nov. 1st</i>
Final Review of Complete Documents	+ RECOMMENDATION OF LAND USE ORDINANCE
December 16th – Board of County Commissioners <i>**Public Hearing previously posted on Nov. 1st</i>	
+ ADOPTION OF LAND USE ORDINANCE to be in effect as of January 1st, 2026	

Introduction

County plans in Utah have two land use sections. One, located in the Resource Management Plan element, covers in detail the issues surrounding public lands. Since a majority of the county is under the jurisdiction and ownership of either a federal agency or the Navajo Nation it is essential to have that section of policy and planning separate to cover its unique situation. This section deals with the land the county does have jurisdiction over. This land totals around 404,000 acres or just under 8% of the land mass. This type of land use planning is less focused on resource management, but more development patterns and what shape development will take in the future.

Currently, the county is under significant growth pressure due to the tourism industry. Areas like Spanish Valley will most likely ~~incorporate and~~ experience growth. ~~A special plan has been created for the Spanish Valley the San Juan County Spanish Valley Area Plan which was adopted by the County Commission in April, 2018 as an amendment to the General Plan.~~ Others areas of county land outside of Blanding and Monticello will most likely see growth as well since people will want the amenities a nearby city brings and the rural lifestyle of living on unincorporated territory. A large portion of this development is either focused towards resource development, workforce housing or vacation amenities for tourists. The San Juan County Spanish Valley Area Plan and any other future area plans are components of this General Plan.

The thing that will influence the location of development the most in the county is the location of public infrastructure. Some unincorporated areas are already serviced by special service districts. If services are not expanded to remote areas, development will most likely be focused in areas that can reasonably provide them services in the future.

Spanish Valley is experiencing significant growth pressure, so a separate master plan was developed to make sure that growth occurred in a deliberate manner. This master plan will be referenced throughout this plan when Spanish Valley is mentioned, and that plan will be seen as an extension of this document.

The purpose of a land use element is to ensure that development does not occur in a piecemeal fashion without consideration for future impacts. This element ensures that the use of land has been sufficiently studied and conforms to the overall future vision of the county. This is done by defining and categorizing all uses into general categories.

Public Survey

When asked about how important it is to maintain the rural character of the county, residents gave an average response of 4.6 out of 5. Along the same lines, when asked about which topics need the most attention in the county, the first priority was farmland preservation (40.7% of responses). The third priority was land use compatibility and enforcement at 30.1%. When asked about what would be most important to them when moving, residents responded that large lots with space between neighbors would be a second priority, and nearby open space agriculture would be a third at 20.4% an 18.6% of responses respectively. When asked about infill development into existing municipalities instead of expanding outward into open lands, residents indicated a slight preference at 3.7 out of five.

Land Use Designations

These separate land use designations will be used on the future land use map. Each designation has its own purpose and limitations. These designations are not zoning districts, but are the basis for zoning districts. Many different zoning districts can exist within a single general plan land use designation. The designations to be shown on the Future Land Use Map are as follows:

~~Low Density Residential~~ - The purpose of this designation is to promote and preserve single family large lot pattern. ~~This is normally accompanied by limited keeping of animals and some agricultural practices.~~ Lot sizes in this designation are normally at a minimum 43,560 square feet. Anything below this lot size should be encouraged to locate closer to other municipalities in transition areas. Since uses in this designation are rural in nature and tend to be isolated, services from public utilities are limited or are not available. ~~Depending on the location, sometimes flexibility can be explored if neighborhood commercial and other opportunities are kept in mind.~~

Agriculture - This designation is for the maintenance and protection of food production and related uses. This also includes agricultural protection areas. Incidental uses to agriculture are allowed as well, such as living quarters, sheds, storage etc.

Transition Area - The purpose of this designation is to ensure that development near existing municipalities can transition and annex into the municipality without complication. These areas closely coincide with municipality annexation policy plans. As part of a county

Do we need new data?

We have additional data from Summer 2024 (Arcadis survey).

Change to “**1.0 acre**” lot minimum. Anything below this encouraged to be adjacent to exiting municipalities and access to utility infrastructure.

Rename as heading as “**Future Annexation Zones**”

Bump into different spot in the document.

development review in these areas, municipalities should be involved in the process, whether through actual review or by the reviewing of existing city plans and ensuring that development conforms to those plans. Some areas within these transition areas are already serviced with municipal utilities and may be able to develop at a higher density than elsewhere in the county.

Industrial - This designation is for the manufacturing, assembly, storage, and shipping of raw materials and other activities that support the economic base. Uses should be subject to approval, and have no vested rights to develop in an industrial manner. Industrial uses should be regulated in a manner that adequately mitigates any negative externalities caused by the use.

Commercial - The purpose of this designation is to provide for economic development, shopping needs, and entertainment of residents. Commercial uses should be separated into different like types. (For example, types that work within a neighborhood and those that work better along a highway). Commercial uses should be clustered together to form commercial nodes and districts that can support each other. Commercial uses should not be allowed to encroach upon residential development.

Sensitive Lands - This designation is specifically for lands that cannot be developed for any use due to any natural hazard such as flood plains, erosion, tectonic, or other hazards.

Multiple Use - This designation is for land where residential and other uses will be limited. Also to protect land and open space resources; to reduce unreasonable requirements for public utility and service expenditures through uneconomic and unwise dispersal of population; to encourage use of the land, where appropriate, for forestry, grazing, agriculture, mining, wildlife habitat, and recreation; to avoid excessive damage to watersheds, water pollution, soil erosion, danger from brush land fires, damage to grazing, livestock raising, and to wildlife values; and, to promote the health, safety, convenience, order, prosperity, and general welfare of the inhabitants of the community.

Public Lands - This designation includes any land under the jurisdiction of an entity that is not the county or municipality. This includes, but is not limited to, entities such as the Bureau of Land Management, the Bureau of Reclamation, and The National Park Service. The county does not directly control these lands, but should be included in decisions regarding their use and access.

Tribal Lands - This designation is for land that is owned and controlled by the Navajo Nation and other groups. This land is not regulated by the county but can have a direct impact on the county as a whole.

Future Land Use Map

The main tool provided in the general plan to guide policy decisions in the future is the Future Land Use Map. It is the legal basis for zoning, and takes into account the desired state of the county in the future. It also takes into account restraints such as road access, available water/sewer services, topography, significant habitats, groundwater resources, hazards, and accessibility to emergency services. Within these constraints, the core concept for the county's development directs future growth to areas where existing or planned infrastructure and services can support growth, and to locations within or adjacent to existing communities. The end goal is to produce a sustainable, well-balanced development pattern for the future.

Anticipated Changes

Demand for workforce housing for individuals will increase, and there will most likely be a desire to locate it in San Juan County. Areas like Spanish Valley will continue to grow. The rural character of the county can be preserved through infill development and the dedication of open space. The effort to accomplish this will be working with municipalities to annex urbanized unincorporated territory. Adequate places for industrial uses can be identified and located in places that do not conflict with public lands and recreation opportunities. This is essential to make sure that residents of the county have more employment opportunities in professional fields and not just the tourism industry. Industrial uses should locate near existing utilities or pay the way to extend needed services. ~~Public lands and multiple use designated lands will change in some form, though it is hard to determine because some of the outcomes will rely on current lawsuits.~~ The single most important factor in growth will most likely be the availability of services. Since the county does not provide services, infill will be encouraged.

Agricultural and Industrial Protection Areas

State statute requires the county general plans to "identify and consider each agriculture protection area" (17-27a-403(2)(c)). Currently, the county does not have any protection areas that have been registered. An agriculture protection area is a section of land that has a protected, vested use of

Rename as "**Sovereign Nations**" (include Ute, Navajo and Others).

Coordinate with Zones as specified in the Land Use Ordinance. Copy the purpose of each zone into this section.

Rearrange these sections/headings to make better sense.

Rename as "**Hazard Zones**"

Bump into different spot in the document.

an agriculture, mining, or industrial nature for a period of 20 years. By state statute, a county must appoint an advisory board that reviews requests from private property owners that want to establish a protection area. A final decision is then made by the legislative body, and the Utah Division of Agriculture and Food is notified. The county may establish their own review process and application fees by ordinance. During the 20 year period the land and use is protected from rezoning, eminent domain, nuisance claims, and state development. There are parcels within the county that could qualify as protection areas, and a way to establish and regulate them should be explored.

Economic Considerations

- The effect of a land-use regulation on property values can be positive or negative. Historic land use regulation by the county has not been a hindrance to property values or local economic development opportunities.
- Without a working relationship with federal and state land management agencies, the prevalence and location of public lands in San Juan could negatively impact future land use goals of the County.

Land Use Goals & Policies

San Juan County will seek to facilitate orderly and fiscally responsible growth by:

- Supporting the creation of agricultural and industrial protection areas by defining in county ordinances a process of how a private property owner may establish one.
- Using multiple use lands wisely and creating a trails master plan.
- Not permitting development in hazardous areas, such as floodplains and hill sides.
- Encouraging cluster developments to preserve open space.
- Exploring the option of transfers of development rights to protect multiple use lands.
- Working with landowners to obtain conservation easements.
- Requiring residential development to locate within existing communities or within areas where services

are provided at a level that will meet the demand of development.

- Work with other governmental agencies to implement the resource management section of this plan.
- Ensuring that commercial developments are located near existing communities and are part of a planned use development or traditional neighborhood.
- Ensuring that commercial and industrial development locate near existing utilities or pay for the extension of services needed themselves. (Some tools to make this more achievable are impact fees and development agreements).
- Industrial uses will only be permitted in locations where incompatible uses are unlikely to encroach upon the industrial use and make it a nuisance.
- Only approve zone changes and development applications that conform to the future land use map of this plan.
- Support the creation of other area plans, like the Spanish Valley plan, when growth pressure begins to mount. (Especially if the location intends to incorporate in the future).

Plat Team thinks a lot of these bullets are very poignant to a personal agenda. We would like to use more neutral language:

“The Land Use goals are to broaden opportunities and land use rights to allow more economically viable growth and sustainable livelihoods.”

(delete all bullet points)



STAFF REPORT

MEETING DATE: July 10, 2025

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

RECOMMENDATION: Consider community requests for changes.

SUMMARY

The 2025 Land Use Ordinance was tabled by the County Commissioners for six months at the January 21st meeting. Commissioners called for more time to listen to public comments and consider requests. Since then 5 additional workshops have been held within each community, Administration has continued to meet individually with concerned families, and received emails have been documents and forwarded to Planning Commissioners. At the July 1st County Commission meeting the Planning Commission was called upon to reach out to the community more and listen.

In what ways can we reach more community members that haven't been heard or don't know that the Land Use Ordinance is available for review and comment?

We will review the summary of community comments, discuss and suggest changes, and confirm Chapters 1-6.

Please see the attachments for a summary of community comments and resources.

Items for Consent or Discussion at the next Planning Commission Meeting:

USE TABLE:

- Raceways added to Agriculture and others
- Equipment Rental & Storage added to Agriculture and others
- Event Centers (wedding venues, conferences, etc.)
- Bees: commercial v cottage bee farmers KB email 2/5/25
- 1/28/25 NB allow auto sales/rentals in MU
- 2/13/25 RG
 - Wants bees everywhere except REC
 - Wants junkyards in all categories except REC
- Sexually oriented businesses limited to industrial 5/13/25 NB
- 3/3/25 SG add equine services and equine boarding
- Clinic (medical/dental) needs to include other categories such as therapy
- 2/17/25 WB sawmill and firewood bank, in addition to raise and train horses – still in AG?
- DISCUSSION - adding “Homesteading” to the use table

ZONING MAPS:

- Shift most of the outlying land parcels (including SITLA) to Agriculture instead of MultiUse
- 2/16/25 DF “NSJC wanted to maintain the residential nature of the area along Sunny Acres Lane”
- 1/20/25 MP I object that the AG zone is not allowed to have an "Educational Facility, Private"
- 2/11/25 MC wants Merriam Court MU
- 3/25/25 FO, JDR, J&SS – want keep their property AG
- 3/3/25 WP wants to be AG w/Cabinet Shops a permitted use
- 2/24/25 DF keep cul de sacs residential
- 2/21/25 SS stay RR in La Sal
- 2/18/25 KP keep AG west side of the highway—from the Dude Ranch to Monticello
- 2/17/25 JM Peter Springs road next to Elk Meadows Neighborhood – make AG
- 2/25/25 KE wants to be AG, not MU
- 7/1/25 CS wants to allow Short Term Rentals along Sunny Acres Lane
- DISCUSSION - Pack Creek Map Analysis

LAND USE ORDINANCE:

- 2025 Legislative Updates
- Wildland Urban Interface Updates
- CAP or % on STR R&BP 1/21/25
- JW 1/23/25
 - Manufactured Homes currently must be on a permanent foundation in the proposed ordinance. Recommend as foundation allowed on piers or on CMU block for affordability.
 - Manufactured Home- Currently only one allowed per lot per proposed ordinance. Recommend this is updated to one manufactured home per acre, up to 3 per lot.
 - Would like to see Mobile Tiny homes allowed the same as RV regulations.
 - Once the proposed ordinance is approved, what is the cure for older RV's and Mobile Homes that are out of compliance and need to be disposed of?
 - Distinguish between a modular home and a mobile home 2/15/25
- 1/27/25 PV Rezone to RS
- 2/21/25 NB Issues w/lack of definitions

Which way do we want to go? More or less definitions?

- Section 10 Page 43 - Diminished Nonconforming Use
- Section 11 Page - 43 Blight - Not contained in Definitions. Since this term does have several meanings - including the definition as intended in this document would be appreciated.
- Section 11 Page 43- Extinguishing Nonconforming Uses, Structures, or Lots of Records.
- Ann's 5/14/25 email about Home Occupation
- Should the ordinance include a statement about HOA covenants vs county ordinance?

OTHER

- Illegal use being allowed to continue R&BP 1/21/25
- 2/14/25 LP any use that was legal at the time should remain legal
- 3/30/25 BK require letters of approval for CUP in subdivision
- Comments from 2/19/25 Monticello workshop Melissa Rigg 3/9/25
- 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 – CUPs in Spanish Valley but Permitted in rural areas
- 2/19/25 JW similar email about Spanish Valley

****list of all pending community comments and requests as of July 8, 2025****

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>	Reference	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	--
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
Boat Storage Yard				P	P			P
Bowling Alley		--	--	P	P	C	C	--
Building Materials / Hardware Stores		--	--	P	P	P	P	--
Bus Terminals		--	--	P	--	--	P	--
Butcher Shops		--	P	--	P	P	--	--
Cabinet Shops		--	--	P	P	P	P	--
Camp Parks / Resorts / Glamping		--	C	--	C	C	--	C
Commercial Canning		--	--	--	--	--	P	--
Childcare Center <i>*not including home occupation childcare</i>		C	--	--	P	P	--	--
Chemical / Drug Manufacturing		--	--	--	--	--	C	--
Church / Temple / Place of Worship		P	--	--	P	P	--	--
Clinic (medical / dental)		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	--
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		P	P	--	C	P	--	P
Dwelling, Second Floor Residential Units		--	--	P	P	P	--	P
Dwelling, Manufactured Homes / Trailer Park <i>*units must be permanently affixed</i>		C	C	--	C	C	--	--
Dwelling, RV/Trailer Long Term Use <i>*minimum lot size of 0.5 acre and are connected to approved water, power, and sewer</i>		P	P	--	P	P	P	P
Educational Facility, Private		--	--	--	P	P	--	--
Educational Facility, Public		P	--	--	P	P	--	--
Electric Vehicle Charging Stations		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	--
Evaporation Ponds <i>*not associated with Type 3 Animal Density operations</i>		--	C	--	--	C	C	--

KEY: "P" = PERMITTED USE (ALLOWED) "C" = CONDITIONAL USE PERMIT REQUIRED "--" = PROHIBITED (NOT ALLOWED) **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.	Reference	Residential	Agricultural	Highway	Community	Multiple Use	Industrial	Recreational
		(R)	(AG)	Commercial (HC)	Commercial (CC)	(MU)	(I)	Support (REC)
Fabrication of Apparel		--	--	P	P	--	P	--
Fabrication of Electronics		--	--	--	--	--	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	--
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		--	--	P	P	P	--	--
Home Occupations		P	P	--	P	P	--	P
Hospitals		--	--	P	C	--	--	--
Hotels / Motels		--	--	P	C	C	--	C
Junk / Salvage Yard		--	--	--	--	--	C	--
Kennels		--	C	C	C	--	--	--
Laundering / Dry Cleaning		--	--	C	C	C	P	--
Leather Works / Products		--	P	--	P	P	P	--
Manufacturing, General <i>*not involving noxious odors or caustic chemicals</i>		--	--	--	--	--	C	--
Manufacturing, General <i>*all other types not 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	--
Marine Equipment Sales & Service		--	--	P	P	--	C	C
Mining		--	C	--	--	C	C	--
Mining, Raw Processing / Separation		--	--	--	--	--	C	--
Manufactured Homes / Tiny Home, Fabrication		--	--	--	--	--	P	--
Manufactured Home, Sales		--	--	P	--	--	P	--
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		--	--	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

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		(R)	(AG)	Commercial (HC)	Commercial (CC)	(MU)	(I)	Support (REC)
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 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	--
Sexually Oriented Businesses		--	--	C	--	--	P	--
Short Term Rentals / Overnight Accommodations		--	P	--	P	P	--	P
Signs		P	P	P	P	P	P	P
Silviculture (timber production)		--	P	--	--	P	--	--
Stables / Arenas / Boarding Stalls (Commercial)		--	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 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, Public		--	C	--	--	--	--	--
Veterinarian / Animal Clinics		--	P	P	P	P	P	--
Water Storage / Rainwater Collection		P	P	P	P	P	P	P

PLOT MAP FOR LOWER PACK CREEK RANCH

Item 3.



PROPERTY OWNERS REQUESTING AGRICULTURAL/RECREATIONAL SUPPORT ZONING



Land Use, Development and Management Ordinance

As presented:

Approved at Planning Commission on January 9, 2025

Tabled by the County Commission on January 21, 2025

Updates suggested in RED

SAN JUAN COUNTY LAND USE, DEVELOPMENT, AND MANAGEMENT ORDINANCE (2025)

Pursuant to Utah Code sections 17-27a-101 *et seq.*, the County Land Use, Development, and Management Act (CLUDMA), San Juan County hereby adopts this San Juan County Land Use, Development, and Management Ordinance (LUDMO). This enactment supersedes and replaces all other ordinances San Juan County has previously adopted governing land use, development, and management, together with their amendments, maps, and modifications. Any other ordinances and maps referencing such prior ordinances and maps are hereby amended to reference the appropriate LUDMO provision and map. If any portions of prior maps or provisions of prior ordinances not hereby revoked conflict with the LUDMO and the maps adopted herewith, the LUDMO and the maps adopted herewith shall govern. Where any right or authority granted to San Juan County by state law is not addressed herein, the state law governs.

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CHAPTER 1 DEFINITIONS

This LUDMO adopts the definitions for terms set forth in CLUDMA. The following additional terms or modifications of CLUDMA terms used in this LUDMO are defined as follows. ANY TERM NOT DEFINED IN CLUDMA OR HEREIN SHALL BE GIVEN ITS ORDINARY MEANING.

ABATEMENT: The repair, replacement, removal, destruction, correction, or other remedy of a condition which constitutes a violation of this LUDMO or the conditions or terms set by permits, licenses, or other approvals by such means, in such a manner, and to such an extent as an enforcement officer determines is necessary in the interest of the general health, safety, and welfare of County inhabitants.

ACCESSORY BUILDING: A building or structure, the use of which is incidental and subordinate in size and use to the main building and not intended as a dwelling.

ACCESSORY DWELLING UNIT (ADU): A building other than the primary dwelling which is used as a dwelling on a shared lot with the primary dwelling as either an internal or detached unit, including a long term RV, as defined by State code.

ACCESSORY USE: A use that:

1. is customarily incidental to and found in connection with a principal or main use;
2. is subordinate to and serves a principal or main use;
3. is subordinate in extent, area or purpose to the principal or main use;
4. is located on the same lot as the principal or main use; and
5. contributes to the comfort, convenience or necessity of occupants, business or industry of the principal or main use.

ADVERSELY AFFECTED PARTY: A person other than a land use applicant who: (a) owns real property adjoining the property that is subject of a land use application or land use decision; or (b) will suffer a damage different in kind than, or an injury distinct from, that of the general community as a result of the land use decision.

AGRICULTURAL INDUSTRY OR BUSINESS: An industry or business involving agricultural products in packaging, treatment, sales, intensive feeding, or storage, including but not limited to animal feed yards, fur farms, commercial milk production, food packaging or processing plants, commercial poultry or egg production and similar uses.

AGRICULTURAL LAND: Land devoted to the raising of useful plants and animals with a reasonable expectation of profit, including: forages and sod crops, grains and feed crops, livestock, trees and fruits, or vegetables, nursery, floral, and ornamental stock; Or land devoted

to and meeting the requirements and qualifications for payments or other compensation under a crop-land retirement program with an agency of the state or federal government.

AGRICULTURAL ZONE: Those areas designated in the Zoning Ordinance of San Juan County, Utah as AG and where the primary permitted land use is as agricultural land.

AIRPORT: Any area of land or water used or intended for landing or takeoff of aircraft including appurtenant area used or intended for airport buildings, facilities, as well as rights of way together with the buildings and facilities.

AIRPORT APPROACH AREA: Means all that land which lies directly under an imaginary approach surface centered on the extended centerline at each end of a runway. The inner edge of the approach surface is at the same width and elevation and coincides with the end of the primary surface.

AIRPORT TRANSITION AREA: Means the land lying under those surfaces extending outward and upward at right angles to the runway centerline.

AIRPORT TURNING AREA: The area of an airport other than the approach zone, which is used for turning operations of aircraft.

AIRSTRIP: An airfield without normal airport facilities.

ALLEY: A public thoroughfare less than twenty-five feet (25') wide.

ALTERATION: Any change or rearrangement in the supporting members of an existing structure, such as bearing walls, columns, beams, girders or interior partitions, or any change in the dimensions or configurations of the roof or exterior walls, as well as any change of location of doors, windows, means of ingress or egress, or any expansion or diminution of a building or structure.

ALTERED: Any change in the construction or addition to a building that increases or decreases the capacity or changes the use.

ANGLE: The rotation required to superimpose either of two lines on the other.

ARENA: An indoor or outdoor, public or private, commercial or noncommercial facility which is set aside for showing, training or exercising livestock.

ATHLETIC CLUB: An establishment providing facilities for physical development, exercise, sports or recreation. Facilities may include exercise equipment, indoor and/or outdoor racquetball or tennis courts, jogging track, swimming pools, skating rink, indoor bathing, restaurant or snack bar, and sales of athletic equipment. Facilities may be open to the public for a fee, or available only to persons holding membership.

AUTO REPAIR: A building or premises used for the repair of any passenger auto, pickup truck, semi tractor, recreational vehicle or similar vehicles where the repair includes, but is not limited to, the rebuilding of engines, transmissions or differentials.

AUTO-WRECKING/SALVAGE YARD: See also definition of Junkyard. Any lot, portion of lot or tract of land used for the storage and keeping of salvage, including scrap metals or other scrap material, or for dismantling or demolition of automobiles or equipment, machinery or parts thereof; provided, that this definition shall not be deemed to include such uses which are clearly accessory and incidental to any agricultural use permitted in the zone.

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.

BARN/AGRICULTURAL BUILDING: An accessory structure upon a lot customarily used for the housing of animals/livestock, storage of crops or feed, and/or machinery used in bona fide agricultural activities.

BASEMENT: A story more than 50% or fully underground. A basement shall be counted as a story for the purposes of height measurement if its height is one-half (1/2) or more above grade.

BATCHING APARTMENT: A dwelling unit occupied by three (3) or more batching singles which are jointly utilizing the kitchen facilities of the dwelling unit.

BEARING: An angle (on a survey) less than 90° within a quadrant defined by cardinal directions.

BED AND BREAKFAST/BOARDING HOUSE: A single-family residence occupied by an owner-operator, with no more than eight (8) bedrooms located in the main residence, providing temporary accommodations (for compensation) on a nightly basis, not to exceed thirty (30) days.

BIG BOX RETAIL: Any single retail store with a gross main floor area of over forty thousand (40,000) square feet.

BLOCK: An area of land entirely bounded by streets.

BUILDING: Any structure having a roof supported by columns or walls for the housing or enclosure of persons, animals or chattels.

BUILDING, HEIGHT OF: The vertical distance from the average finished grade surface to the highest point of the building roof or coping.

BUILDING OFFICIAL: The officer or other designated authority appointed by the county to administer and enforce provisions of the building code.

BUILDING LINE: A line parallel to the front, side or rear lot line and established at the point where that lot line is closest to any part of the building or structure exclusive of the ordinary projections of skylight, sills, belt courses, cornices, chimneys, flues and ornamental features which do not project into a yard more than two and one-half (2-1/2) feet, and open or lattice enclosed fire escapes, fireproof outside stairways and balconies open upon fire towers which do not project into a yard more than five (5) feet.

BUILDING, MAIN: The building or buildings on a site which houses the main use.

BUILDING, PUBLIC: A building owned and operated or owned and intended to be operated by a public agency of the United States of America, or the State of Utah, or any of its subdivisions, including county and municipality in connection with a public use.

CAMPING: A recreational or temporary activity (less than 20 consecutive days per calendar year) which involves staying overnight in the open, in a tent, or a trailer, camper, RV, or other recreational vehicle.

CAMPING, COMMERCIAL: Camping where, for a fee, a hospitality company, business, or other individual provides a form of recreational, temporary lodging (like a tent, yurt, trailer, RV, or similar structure) or a location to erect such a structure for a fee.

CAMP PARK: A location for commercial camping consisting of two or more campsites.

CARPORT: A private garage not completely enclosed by walls or doors. For the purposes of this ordinance, a carport shall be subject to all of the regulations prescribed for a private garage.

CERTIFICATION: The confirmation of an official document or a copy thereof by an authorized official.

CHILDCARE CENTER: A childcare facility that regularly provides custodial care for six (6) or more children during the part of any day.

CHILDCARE, HOME: Childcare operated on residential premises.

CHURCH OR TEMPLE: A building, together with its accessory buildings and uses, where persons regularly assemble for worship, which building, together with its accessory buildings and uses, is maintained and controlled by a religious body.

CLINIC, DENTAL AND MEDICAL: A building in which a group of physicians, dentists and allied professional assistants are associated for the carrying on of their professions, including a dental or medical laboratory. "Clinic" does not include inpatient care or operating rooms for major surgery.

CLUDMA: The County Land Use, Development, and Management Act, currently codified as Utah Code sections 17-27a-101 *et seq.*, and as hereafter amended.

CLUSTERING: A subdivision or development design technique that concentrates the buildings or lots on a part of the site or sites to allow the remaining land to be used for recreation, common open space, preservation of travel corridors, and/or environmentally sensitive areas.

COLLATERAL: Funds or some other valuable pledged as security against a promise to repay or perform certain actions.

COMMERCIAL USE: The purchase, sale or transaction involving the disposition of any article, substance, commodity or service; the maintenance or conduct of offices, professions or recreation or amusement enterprises and intended to be conducted for profit, and also including the renting of business offices, sales display premises, and short-term rentals.

COMMON AMENITIES: Amenities provided for the residents of a development that are owned in common by residents of the development.

COMMON AREA: An area of common ownership of the residents designed to serve the recreational, open space or other similar needs of owners within the development and is not a commercial use. Common areas may include, but are not limited to: outdoor space, landscaping, fences, clubhouses, tennis courts, golf courses, swimming pools and other jointly used and owned space approved as part of the proposal.

COMMUNITY USE: The uses that have the primary purpose of serving the educational, recreational, religious or governmental needs of the community in general. Such uses may include churches, public and private educational institutions, private nonprofit recreation grounds, public parks, public buildings, public facilities, cemeteries and other similar uses. This definition shall not include such uses as detention facilities, halfway houses, alcohol rehabilitation centers and other similar uses.

CONDOMINIUM: The ownership of a single unit in a multi-unit project or structure which may be combined with an undivided interest in the common areas and facilities of the property and meeting all requirements of the condominium ownership act of the state of Utah.

CONFIGURATION: The shape of a boundary or perimeter line, the shape of a lot, block or subdivision.

CONSERVATION EASEMENT: An easement voluntarily placed on property to ensure that no future development will occur. The easement will be held by a third party and maintained in perpetuity.

CORRAL: A space, other than a building, less than one (1) acre in area, or less than one hundred (100) feet in width, used for the confinement of animals.

CULINARY: Water intended for human consumption, usually required to meet certain health standards.

DEDICATION: The conveyance of land or an easement thereon through a final plat or other instrument to a public agency or to one or more persons for a specific purpose.

DELINEATE: To draw or trace the outline of.

DRAINAGE DITCH: Any system of canals or ditches naturally existing or constructed to carry surface and/or subsurface water to a natural stream, whether or not the ditches or canals carry water filed upon by individuals to be used for irrigation purposes.

DRIVEWAY: Private access for vehicles to a residence, parking space, garage or other structure.

DWELLING: A building designed or used for residential occupancy, including one-family, two-family, multi-family, manufactured homes, modular homes, and apartment structure; but shall not include boarding, rooming or lodging houses, tents, trailers, RVs that are not long-term RV dwellings, motels, motor courts, motor lodges, cottage camps, or any short-term rentals or uses primarily for transient residential uses.

DWELLING, MULTIPLE-FAMILY: A dwelling or group of dwellings on one lot containing separate living units for three (3) or more families having separate or joint entrances or a two-family dwelling on a single lot.

DWELLING, SINGLE-FAMILY: A building designed for and occupied exclusively by one family on a separate lot and not sharing any common wall.

DWELLING, TWO-FAMILY: A dwelling sharing a common wall or walls or floor to ceiling, but each unit being located on an individual lot including twin-homes and townhomes.

DWELLING UNIT: A single unit providing complete, independent living facilities for one or more persons, including provisions for living, sleeping, eating, cooking and sanitation.

EASEMENT: A right, such as a right of way, afforded a person to make limited use of another's real property.

EATERY / FOOD ESTABLISHMENT: Any establishment where foods or beverages are prepared for consumption and consumption occurs in either the building, on the premises or within a motor vehicle parked thereon, or off premises.

ELECTRONIC MESSAGE CENTER (EMC): 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 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.

ENCLOSED STORAGE, COMMERCIAL: A building or structure, or portion thereof, used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-serving basis.

ENFORCEMENT OFFICER: The director of the planning and zoning department, building inspector, sheriff or their authorized representative, or some other duly assigned officer of the county that is authorized as the agent charged with the enforcement of the provision of this title.

ESCROW DEPOSIT: The placement of cash in a special account held by a bank or other financial institution to be released upon completion of specific tasks such as construction of a road.

EVAPORATION POND: Artificial ponds with very large surface areas that are designed to efficiently evaporate water by sunlight and exposure to ambient temperatures.

EXPANSION: An increase in the size of an existing structure or use, including physical size of the property, building, parking and other improvements.

FAMILY: An individual or two (2) or more persons related by law, blood, marriage or adoption, or up to four (4) unrelated persons, living together in a single dwelling unit and maintaining a common household.

FAMILY CARE HOME: A dwelling wherein room, board, care and supervision are provided by the resident family in a home setting to persons who are handicapped, mentally ill or developmentally disabled and who are provided with a program of services, including training in vocational and recreational activities. To qualify, the dwelling must be approved or operated by an agency of the Utah state government.

FAMILY DAYCARE CENTER: A dwelling or place of business wherein a resident family provides ordinary care and supervision during customary daytime periods to non-related persons.

FARM: An operation in which land is used for the production of food, feed or fiber.

FARM ANIMALS: Animals and fowl such as commonly used for food or fiber production, or as a beast of burden, for commercial, recreational, or pleasure purposes.

FARM INDUSTRY: The keeping and raising of farm animals and/or fowl for domestic or commercial use, such as fur farms, livestock feed yards, pig farms, dairy farms, stables, ranches and similar uses, and accessory uses thereto.

FENCE: A structure erected to provide privacy or security that delineates a private space or is used to constrain animals.

FENCE, SIGHT OBSCURING: A fence that is three feet (3') or more in height that is constructed or planted in such a fashion that causes fifty percent (50%) or more opaqueness at any angle of view through such a fence.

FIRE HAZARD: Any situation, process, material or condition that may cause a fire or explosion or provide a ready fuel supply to augment the spread or intensity of a fire or explosion and that poses a threat to life or property.

FIRST LIEN AND RESTRICTION OF SALE: A form of collateral wherein the County places a lien on one or more lots in a subdivision and prohibits the sale of those lots until specified public improvements have been satisfactorily completed.

FLOODPLAIN: The flood from whatever source having a one percent (1%) chance of being equaled or exceeded in any given year, otherwise commonly referred to as the one hundred (100) year flood. Areas (100-year flood areas) as defined in FEMA's federal insurance rate map.

FLOODPLAIN DATA: Information that defines the boundary of a floodplain, either mapped or given in elevations.

FRONTAGE: All the property fronting one (1) side of the street between intersecting or intersecting streets, or between a street and a right-of-way, waterway, end of dead-end street, or political subdivision boundary, measured along the street line. An intercepting street shall determine only the boundary of the frontage on the side of the street which it intercepts.

GARAGE, PRIVATE: An accessory building designed or used for the storage of not more than four (4) automobiles owned and used by the occupants of the building to which it is accessory, provided that on a parcel occupied by a multiple dwelling, the private garage may be designed and used for the storage of one and one-half (1 1/2) times as many automobiles as there are dwelling units in the multiple dwelling, if the garage and dwelling have a roof or wall in common.

GARAGE, PUBLIC: A building or portion thereof, other than a private garage, designed or used for the storing, servicing, repairing, equipping, hiring or selling of motor driven vehicles.

GARAGE/YARD SALE: The sale of personal belongings in a residential zone, which sale is conducted by a legal resident of the premises or their designee.

GASOLINE, RETAIL: A building or premises used for the sale of gasoline and limited amounts of other oil products. Such premises may also include the sale of food products.

GENERAL PLAN, SAN JUAN COUNTY: The document adopted by the county that sets forth general guidelines for proposed future development of the unincorporated land within the county.

GLAMPING: Glamorous Camping (or Glamping) means a form of Camping where a hospitality company, business, or other individual provides a form of lodging, whether in a tent or yurt or similar structure, where guests can experience the positive aspects of camping without the "uncomfortable" negatives. The amenities found at glamping sites far exceed those found at a traditional camping site and may include supporting structures.

GLAMPING LOT: A unit of land not less than two thousand (2,000) square feet and consists of not more than one (1) glamping unit.

GLAMPING UNIT: A canvas-like structure designed to be used or occupied for transient and recreational purposes. Canvas-like structures include, but are not limited to: tents, yurts, teepees, covered wagons, etc. No glamping unit as herein defined shall be located, placed, used, or occupied for long-term residential purposes.

GLAMP-GROUND: An area consisting of more than one (1) glamping unit.

GRADE PLANE: A reference plane, representing the average of the finished ground level, adjoining the building at all exterior walls.

GRAVEL PIT: See critical infrastructure material and operations as defined in Utah Code Ann. §17-27a-1001 and its successors.

HARD SURFACE: An impermeable, dust free surface, such as concrete or asphalt. Road base does not qualify.

HANGAR: An accessory building specifically designed or suited for the storage of aircraft and aircraft related materials. Hangars must be located with unobstructed access to an airport or airstrip.

HOME OCCUPATION: A nonresidential activity, conducted primarily within a dwelling unit which is clearly secondary to the use of the dwelling for residential purposes, and does not involve the use of any accessory building or yard space or activity, outside of the main building, not normally associated with residential use, and may not constitute a nuisance.

HOMEOWNER'S ASSOCIATION (HOA): An incorporated nonprofit organization operating under recorded land agreements through which: a) each lot/homeowner is automatically a member; and b) each lot is automatically subject to a proportionate share of the expenses for the organization's activities and interest, such as maintaining and operating open spaces, landscaping, common property or facilities.

HOSPITAL: An institution licensed by the state of Utah providing inpatient health services for human beings, and primarily medical or surgical care of the sick or injured, and such other services and accessory uses as normally provided for its administration and operation.

HOSPITALITY RENTALS: Bed and Breakfasts/Boarding Houses, Commercial Camping, Glamping, Hotels, Lodging Houses, Motels, Private Camps/Resorts, RV Parks, Tourist Courts, RV/Trailer Camps, Single Sleeping Units, and similar commercial uses renting a Structure (or a room in a Structure) for the purpose of overnight or longer occupancy by the renter. Excludes Short-term Rentals.

HOTEL: Any structure or group of structures with more than 5 single sleeping units intended for short-term rental in which the egress is internal to each single sleeping unit.

HOUSEHOLD PET: Animals, fish, or fowl ordinarily permitted in the house and kept for company or pleasure and not for profit, such as dogs, cats, fish, and small birds, but not including a sufficient number of dogs to constitute a kennel. Household pets shall not include chickens or any animals that are prone to inflicting harm or discomfort, or endangering the health, safety or welfare of any person or property, or are defined herein as animal units, or are otherwise regulated by Utah Code Title 23. The number of household pets shall be limited to that allowed by the provisions of each respective zone as set forth in this title.

HYBRID VIOLATIONS: Violations that do not comply with the San Juan County residential code and are non-compliant with this STR ordinance restrictions.

ILLEGAL USE: Any use of land or a structure which is inconsistent with current codes and/or was inconsistent with previous codes in effect when the use of structure was established.

ILLEGAL LOT: An illegal lot is any lot or parcel of land which was not created in conformance with the county ordinance in effect at the time the lot was recorded.

INDUSTRY: The organized action of making goods and services for sale.

JUNK: Any scrap, waste, reclaimable material or debris whether or not stored or used in conjunction with dismantling, processing, salvage, storage, disposal or other use or disposition. "Junk" includes, but is not limited to, tires, furniture, tools, paper, rags, plastics, cordage, scrap iron or other metal, glass, building materials, machinery and appliances, or parts thereof, brush, wood and lumber, solid waste, and vehicles and parts thereof.

JUNK YARD: An open area where junk, used or secondhand materials are bought, sold, exchanged, processed or dismantled for parts. An automobile wrecking yard or a salvage yard is also considered a "junkyard". The use of buildings used in conjunction with an operation does not exclude the operation from the definition unless the operation is wholly within the buildings and there is no outside storage.

KENNEL: The keeping of more than four (4) dogs and/or cats, at least four (4) months old, or similarly sized household pets in said numbers. Any combination of exceeding (4) household pets constitutes a kennel.

LAND DIVISIONS: Land that is proposed to be divided by a platted or minor subdivision.

LETTER OF CREDIT: A document issued by a bank or other financial institution which guarantees a subdivider or developer a specific amount of credit and which can be called by the County for failure to perform specified improvements.

LIVESTOCK FEEDLOT: A feeding operation on a parcel of land where livestock are conditioned for market on a year-round basis and where the feed is brought to the yard, as contrasted to feed obtained through grazing the animals on the premises.

LOCAL DISTRICT: As defined by Utah Code Title §§17B, 17C, 17D

LODGING HOUSE: A building in which lodging only is provided for compensation to five (5) or more, but not to exceed fifteen (15) persons. See short-term rental.

LONG TERM RENTAL: The renting of a single sleeping unit(s) that includes provisions for living, sleeping, eating, cooking and sanitation for a period of 28 days or longer or a dwelling unit for a period of 28 days or longer. An accessory building may not be used as a long-term rental or for human occupancy.

LONG TERM RV DWELLING: An RV, including a park model RV, that is used as a dwelling.

LOT: As defined in Utah Code Title §17-27a-103 et seq.

LOT AREA: The horizontal area within the exterior lines of the lot, exclusive of any area in a public or private way open to public uses.

LOT, CORNER: A lot bounded by two (2) or more abutting and intersecting street lines that has frontage on multiple sides.

LOT DEPTH: The horizontal distance between the front and rear lot lines.

LOT LINE ADJUSTMENT: The relocation of the property boundary line in a subdivision between two adjoining lots with the consent of the owners of record pursuant to state law.

LOT LINE, FRONT: For an interior lot, the lot line adjoining the street; for a corner lot or through lot, the lot line adjoining either street, as elected by the lot owner.

LOT FRONTAGE: That part of a front lot line that abuts a street.

LOT INTERIOR: A lot other than a corner lot.

LOT LINE, REAR: Ordinarily, that line of a lot which is opposite and most distant from the front line of the lot. In the case of a triangular or gore-shaped lot, a line ten (10) feet in length within the parcel, parallel to and at a maximum distance from the front lot line. In cases where these definitions are not applicable, the Planning Administrator shall designate the rear lot line.

LOT LINE, SIDE: Any lot boundary line not a front or rear lot line. A side lot line separating a lot from another lot or lots is an interior side lot line; a side lot line separating a lot from a street is a street side lot line.

LOT WIDTH: The horizontal distance between the side yard lines.

MANUFACTURED HOME: A home or other building of new construction which has been assembled fully, or in material part, upon another site, or in a factory, and moved to the site upon which it is to be permanently assembled by truck, timber, dolly or similar conveyance; and which is placed upon a permanent foundation in compliance with the provisions of the HUD code.

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

MINING: Mining is the extraction of valuable minerals or other geological materials from the earth usually from an ore body, vein or (coal) seam. Materials recovered by mining include base metals, precious metals, iron, uranium, coal, diamonds, limestone, oil shale, rock salt and potash. Also to include drilling, testing, and mining related storage facilities whether they be underground or above-ground.

MINING PROCESSING: The refining, smelting, separating, sifting, crushing, or similar processes used to prepare materials gathered during mining for their final intended use.

MOBILE HOME: Means a transportable factory-built housing unit built in accordance with the Federal Manufactured Housing and Safety Standards Act (HUD Code).

MODULAR HOME: A permanent dwelling structure built in prefabricated units, which are assembled and erected on the site, or at another location and brought as a unit to the site; it is placed on a permanent foundation and complies with all governing building codes.

MOTEL: Any structure or group of structures with more than 5 single sleeping units intended for short-term rental in which the egress is external to each single sleeping unit.

MYLAR: (1) A thin polyester material that when drawn upon can be reproduced on a blue or black line print. (2) The official copy of a subdivision plat.

NATURAL WATERWAYS: Those areas, varying in width, along streams, creeks, gullies, springs, or washes which are natural drainage channels as determined by the land use authority, and in which areas no buildings shall be constructed.

NONCONFORMING LOT OF RECORD: A lot or parcel that: (a) legally existed as a developable lot before its current land use or zoning designation; (b) has been shown continuously to be an independently existing piece of property since its creation or since enactment of zoning (June 1978) ; (c) has not decreased in size since its creation, except for lot

line adjustments, as defined in CLUDMA; and (d) because of one or more subsequent land use ordinance changes does not conform with the minimum size, width, frontage, depth or other applicable dimensional requirements of the zone where the lot is located.

NONCONFORMING SIGN: A sign or sign structure or portion thereof lawfully existing at the time this chapter or amendment thereto became effective, which does not conform to all height, area and yard regulations prescribed in the zone in which it is located, or other regulations of this chapter.

NONCONFORMING USE: A use of land that legally existed before the current land use regulations has been maintained continuously since the time the land use regulation governing the land became effective, and because of subsequent zoning changes does not conform to the land use regulations that govern the land.

NUISANCE: A nuisance is anything that is injurious to health, indecent, offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property. Something (as an act, object, or practice) that invades or interferes with another's rights or interests (as the use or enjoyment of property) by being offensive, annoying, dangerous, obstructive, or unhealthful.

OFFICIAL: Any elected official or their designated deputy of San Juan County or the appointed Administrative Assistant, Building Inspector, Surveyor, Subdivision Administrator, or Planning Administrator of San Juan County.

OIL AND GAS EXPLORATION: Exploration for Hydrocarbon (oil and gas) is the search by petroleum geologists and geophysicists for hydrocarbon deposits beneath the Earth's surface, such as oil and natural gas. Oil and gas exploration are grouped under the science of petroleum geology.

OWNER/BUILDER: An individual who takes the role of a general contractor when building their own home. The State of Utah requires an affidavit on all owner/builder projects.

OWNER OF RECORD: The individual named on a deed that has been recorded at the San Juan County Recorder's Office.

PARKING LOT: An open area, other than a street, used for parking of more than four (4) automobiles and available for public use, whether free, for compensation, or as accommodation for clients or customers.

PARKING SPACE: Space within a building, lot or parking lot for the parking or storage of one (1) automobile.

PERFORMANCE BOND: A form of collateral, issued by a bonding company which guarantees a specified amount of money to be paid in the event of failure to perform by a subdivider, or other person.

PERIMETER BOUNDARY: A line around any piece of property such as a parcel, lot, block or subdivision which encloses and separates that piece from adjacent pieces.

PLANNED UNIT DEVELOPMENT (PUD): An integrated design for development of residential, commercial or industrial uses, or limited combinations of such uses, in which the density and location regulations of the zone in which the development is situated may be varied or waived to allow flexibility and initiative in site and building design and location, in accordance with an approved plan and imposed requirements.

PLANNING ADMINISTRATOR: The San Juan County official appointed by the San Juan County Commission as the San Juan County Planning Administrator, whose duties include overseeing and managing the San Juan County Planning & Building Department, acting as the land use authority for subdivisions, and the implementation, administration and enforcement of the planning and zoning portions of this Title.

PLANNING COMMISSION: Is a seven (7) member board appointed by the Board of San Juan County Commissioners. The Planning Commission serves the community by hearing and making a variety of decisions on San Juan County planning and zoning issues that impact the County and its residents. For the purposes of this ordinance, the Planning Commission may be the land use authority.

PLAT, FINAL: Map or chart of a subdivision, PUD, condominium, or other proposed development that has been accurately sited or surveyed and located on the ground so that streets, alleys, blocks, lots, and other divisions thereof can be identified - to be recorded with the County Recorder upon approval by the Board of San Juan County Commissioners.

PLAT, PRELIMINARY: The map or maps of a proposed subdivision, and specified supporting materials prepared in sufficient detail to permit the evaluation of the subdivision prior to final engineering design and survey.

PRIVATE CAMP / RESORT: Land used for recreational purposes such as ATV/off-road vehicle, rock climbing, mountain biking, racing, river raft base camp, swimming, hunting, event venues, or similarly supported commercial recreational uses along with their associated structures and/or complexes.

PRIVATE PARK: An area of land intended for outdoor enjoyment by the general public subject to the legal restrictions placed by the owner, which may have affiliated facilities used for conservation, recreation, assembly, concession, amusement, administration and the like, and which is owned by a private entity or person, or operated in its entirety as a non-commercial use.

PRIMITIVE CAMP: Dispersed camping in remote areas with limited amenities and/or services.

PUBLIC NOTICE: Notice widely disseminated to the public through broadcast media such as newspaper, radio, television, in a conspicuous public place or the internet, in conformance with state law.

PUBLIC PARK: An area of land intended for outdoor enjoyment by the general public, which may have affiliated facilities used for conservation, recreation, assembly, concession, amusement, administration and the like, and which is owned by a governmental entity, or operated in its entirety as a non-commercial use.

RENEWABLE ENERGY: Energy derived from natural processes that are replenished at a faster rate than they are consumed. Including solar power, wind power, hydroelectricity, geothermal energy, and biomass.

RIGHT-OF-WAY: Legal right to use or cross over the property of another.

ROAD: See Street.

ROAD, COUNTY: A road or highway designated as a County road and maintained by San Juan County.

ROAD, MAINTENANCE AGREEMENT: An agreement between two or more parties that outlines the rights and responsibilities of the parties to construct, maintain, and repair occupant or emergency vehicle access to private parcels.

ROAD, PRIVATE: A road on privately owned property, limited to the use of the owner or a group of owners who share the use and maintain the road without assistance from the County. A private road has not been given to or accepted by the County for public use and maintenance.

RV: "Recreational Vehicle" means a vehicular unit other than a mobile home, primarily designed as a temporary dwelling for travel, recreational, or vacation use that is either self-propelled or pulled by another vehicle. This includes: a travel trailer; a camping trailer; a motor home; a fifth wheel trailer; RV; and a van designed for overnight use.

RV PARK: A space occupied by three or more mobile homes, or RVs, including park model RVs, being used as recreational or long term RV dwellings longer than 180 calendar days per year.

SEAL: An embossed emblem, figure, symbol, word, letter, etc., used as attestation or evidence of authenticity.

SECTION LINE: The line delineating the boundary of a section of land in the United States Public Land Survey System.

SEWER SYSTEM, PRIVATE: A system for treatment and disposal of household sewage that is owned by an individual or several individuals and designed to serve the owners property only e.g., septic tank and leach field systems.

SEWER SYSTEM, PUBLIC: An approved sanitary sewer system containing transmission lines and treatment facilities owned and operated by a public entity such as a municipality or special district.

SEXUALLY ORIENTED BUSINESS: As defined in Utah Code §17-50-331.

SHOPPING STRIP: A group or cluster of retail or service-oriented businesses that share a parking lot area with limited ingress and egress to the parking area.

SHORT-TERM RENTAL (STR): Excluding Hospitality Rentals, the renting of any structure for the purpose of overnight occupancy for a period less than 28 days by the renter. Short-term Rentals include vacation rentals, transient rentals, short-term vacation rentals, resort dwelling units, nightly rentals, condominium rentals, glamping, commercial camping, mini-hotel/motel rentals, cabin rentals, trailer/RV rentals, and all other similar uses, variations, and combinations in which a structure is rented as overnight accommodation for a period less than 28 days. An Accessory Building may not be used as a short-term rental.

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 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 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 areas, 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, 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, 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, or 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: Advertising sign which directs attention to a use, product, 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.

SINGLE SLEEPING UNIT: An area, structure, or group of structures that provides room or space for 1 or more persons that cannot be less than 70 square feet and shall not be less than 7 feet in any horizontal dimension and is not more than 1,000 square feet. Each additional 1,000 square feet constitutes a new single sleeping unit regardless of its actual use.

SOLAR PANEL: A component of a photovoltaic system that is made out of a series of photovoltaic cells arranged to generate electricity using sunlight .

STOCK PROOF FENCE: A fence designed to contain or prevent cattle, horses, sheep or other domestic animals from entering or leaving the fenced area.

STORAGE YARD: A place where space is rented for the storage of personal property in either an open yard or an enclosed building.

STORY: The space within a building included between the surface of any floor and the surface of the ceiling next above.

STORY, HALF: A story with at least two (2) of its opposite sides situated in a sloping roof, the floor area of which does not exceed two-thirds (2/3) of the floor immediately below it.

STREET: Any rights-of-way under public or private ownership for public use designed for the travel of motorized vehicles to enter and exit through passage and to include the ways used for internal circulation of traffic.

STRUCTURE: Anything constructed or erected, which requires location on the ground or attached to something having a location on the ground.

STRUCTURAL ALTERATIONS: Any change in supporting members of a building or structure, such as bearing walls, columns, beams or girders.

SUBDIVIDE: Any division of an existing parcel of land that results in a Subdivision in accordance with this Ordinance.

SUBDIVIDER: Any person or agent of a person who causes land to be subdivided per the definition of subdivide in this ordinance.

SUBDIVISION, HIGH DENSITY: When a subdivision has ten (10) or more lots within a concentrated area.

SUBDIVISION, PHASE(S): Carrying out a subdivision in gradual stages. Subdivision phase(s) may not be a single lot and must be contiguous to other parts of the subdivision.

SUBDIVISION ADMINISTRATOR: The official or employee of San Juan County appointed by the Board of County Commissioners to administer the subdivision requirements of this Ordinance. For the purposes of this ordinance, the Subdivision Administrator may be the land use authority.

SUBDIVISION IMPROVEMENT AGREEMENT: A contract between a subdivider or developer and the County which specifies the required public improvements to be constructed in or in support of a subdivision including the estimated costs and the method of guarantee and the collateral, to insure the improvements are constructed.

SUBDIVISION, MINOR: Shall mean the division of four (4) or less lots and are exempted from the platting process, but are subject to specific requirements as outlined in Chapter 7.

STORM WATER DETENTION: The holding of storm water on a particular site through the use of swales or structures that are designed to release the water at a specified rate.

SURVEY MONUMENT: An object placed or built to identify a survey reference point, including, but not limited to, property corners, benchmarks, and PLSS corner locations.

SWIMMING POOL: A portable or permanent structure above or below grade, designed to hold water eighteen inches (18") deep or greater and/or two hundred fifty (250) square feet or greater surface area and intended for therapeutic or recreational purposes. This definition does not include an ornamental reflecting pool, fishpond or other type of pool not used for swimming and/or wading, and must be located and designed so as not to create a hazard.

TANGENTIAL USE: Any use other than the permitted primary use under the existing zoning regulation that occurs 1) less than thirty (30) cumulative days in a twelve (12) month period 2) is not a nuisance and 3) is not a prohibited use under the land use regulation.

TITLE VIOLATION: Any person, firm or corporation, in the use or occupation of a building, structure or land, intentionally fails to abide by or to fulfill any condition legally imposed under the provisions of this title in approving any permit, site plan or variance, shall be considered to be a violation of the provisions of this title punishable under Chapter 3 Section 14 and Utah State Code; and any structure made or existing or any use of land used or occupied in violation of any condition legally imposed in approving any permit, site plan or variance under the provisions of this title shall be subject to abatement under Chapter 3 Section 14.

TOPOGRAPHICAL CONTOURS: Horizontal lines on a map indicating an elevation above a specified point, usually sea level, and containing intermittent lines in intervals usually of two (2) feet, five (5) feet or other specified intervals.

TOURIST COURT: Any building or group of buildings containing sleeping rooms, with or without fixed cooking facilities designed for temporary use by automobile tourists or transients, with a garage attached or parking space conveniently located to each unit, including auto courts, motels, or motor lodges; see short-term rental.

TRANSIENT: Occupancy of a dwelling unit or sleeping unit for not more than twenty-eight (28) days.

TRUCK STOP: A facility or grouping of facilities that dispenses motor fuel or other petroleum products for truck tractors and similar commercial vehicles; and also may provide amenities such as showers, overnight customer parking, restaurants, or other traveler conveniences.

USE, ACCESSORY: A subordinate use customarily incidental to and located upon the same lot occupied by a main use.

USE, MAIN: The principal function or use of the land and/or building or structure.

VACATE: 1) To abandon or relinquish a right to use a specific piece of land such as a road, right of way, or easement, or 2) to void a subdivision, incorporated area, local entity or portion thereof and return it to pre-subdivided, or incorporated status.

VARIANCE: An authorization by the Administrative Law Judge, acting as the Land Use Appeal Authority pursuant to state law, relative to specific parcel of land for a modification of a zone's standard height, bulk, area, width, setback, or separation requirement. Variances do not apply to changes of use.

VICINITY MAP: A small scale map shown as an insert on a larger map that indicates the location of a subdivision or other pieces of land in relation to a much larger geographic area.

WATER SYSTEM, PRIVATE: A source of water and the transmission lines owned by one or more persons to serve only their property, i.e.: an individual domestic well.

WATER SYSTEM, PUBLIC: A source of water, including transmission lines and treatment facilities owned by a public entity such as a municipality or special district to provide water to their residents.

YARD: A space on the lot, other than a court, unoccupied and unobstructed by a building from the ground upwards, except as otherwise provided herein.

YARD, FRONT: A space extending across the full width of a lot, between the front building line and the front lot line. The depth of the front yard is the minimum distance between the front lot line and the front building line.

YARD, REAR: A space extending across the full width of a lot, between the rear building line and the rear lot line. The depth of the rear yard is the minimum distance between the rear lot line and the rear building line.

YARD, SIDE: A space extending along the full depth of a lot, between the side building line and the side lot line. The "width" of the side yard shall be the minimum distance between the side lot line and the side building line.

YURT: A tent-like structure consisting of a wooden base and frame with a canvas outer covering, which may be easily dismantled and moved.

WIND TURBINE: A turbine that is powered by wind.

CHAPTER 2 GENERAL PROVISIONS

Section 1: PURPOSE

This LUDMO and the regulations and restrictions contained herein are adopted and enacted for the purposes enumerated in CLUDMA, including:

- i) providing for health, safety, and welfare;
- ii) promoting prosperity;
- iii) improving morals, peace, good order, comfort, convenience, and aesthetics;
- iv) protecting tax base;
- v) securing economy in governmental expenditures;
- vi) fostering agricultural and other industries;
- vii) protecting both urban and nonurban development;
- viii) protecting and ensuring access to sunlight for solar energy devices;
- ix) providing fundamental fairness in land use regulation;
- x) facilitating orderly growth and allowing growth in a variety of housing types;
- xi) and protecting property values.

This LUDMO shall be construed to further its purposes and to promote the objectives and characteristics of the respective zones.

Section 2: SHORT TITLE

These ordinances shall be known as the Land Use Development and Management Ordinance (LUDMO) and may be so cited and pleaded. Whenever a reference is made to this code as the San Juan County land use or development code, or to any portion hereof, or to any ordinance of San Juan County, Utah, codified herein, the reference shall apply to all amendments, corrections and additions heretofore, now or hereafter made.

Section 3: AUTHORITY PROVISIONS

It is hereby recognized to be within the authority delegated to San Juan County to approve the subdivision and development of land, amendment of plats or adjustment of lot lines, rezoning of property, amendments to the San Juan County San Juan County General Plan, and approval of site plans pursuant to the guidance of the San Juan County San Juan County General Plan and CLUDMA, for the orderly, planned, efficient, and economic development of San Juan County. Unless otherwise designated, the San Juan San Juan County Commission shall be the Land Use Authority for all applications requiring legislative action. Non-legislative actions are delegated as follows:

A. The Planning Commission shall be the Land Use Authority for:

1. Conditional Use Permits
2. Minor Plat Amendments
 - a) Combining two or more lots, all of which are owned by the same owner, and none of which have been dedicated for public use, common use, or a similar designation;
 - b) Modification of plat title, notes, or labels so long as they were not placed on the plat due to findings or conditions adopted by the San Juan County legislative body; or
 - c) Amendments applied for and signed by all affected property owners in the original subdivision and that do not increase density or significantly affect the layout of infrastructure, open space, or common areas; or
3. Final Subdivision Plats

B. The San Juan County Planning Administrator shall be the Land Use Authority for the following applications unless a public hearing is required:

1. Non-Conforming Use Determinations;
2. Temporary Uses;
3. Home Occupation Certificates;
4. Commercial Site Plans;
5. Commercial Off-Street Parking Reductions;
6. Building Relocations;
7. Building Permits;
8. Boundary Line Adjustments; and
9. Minor Subdivisions.

Section 4: LICENSES TO CONFORM

All departments, officials, and employees of San Juan County authorized to issue land use permits and licenses shall do so in conformance with the provisions of this LUDMO. No land use permit or license for a use, building, or purpose shall be issued where the same would be in conflict with the provisions of this LUDMO. A land use permit or license, if issued in conflict with the provisions of this LUDMO shall be null and void.

Section 5: BUILDING PERMITS REQUIRED

No building or structure shall be constructed, reconstructed, altered, or moved unless either the issuance of a building permit by the San Juan County Planning & Building Department or specifically exempted by Utah Code as acknowledged in writing by the Department. No provision of this LUDMO is intended to exempt a building permit requirement.

Section 6: BUILDING PERMIT APPLICATIONS; LOT PLAN REQUIRED

All applications for building permits for new construction (and not interior remodels) shall be accompanied by:

- A. A lot plan drawn to scale showing the actual dimensions of the lot to be built upon, the size and location of existing buildings, buildings to be erected and existing buildings on adjacent property, and such other information as may be deemed necessary by the San Juan County Planning Administrator or the San Juan County Building Inspector for the enforcement of this LUDMO;
- B. When property boundaries are unclear or undetermined, a complete and accurate legal description of the property that is the subject of the application, together with a certified survey of the property showing any conflict with adjoining property, overlaps, or discrepancies between the legal description and any existing fence lines; and
- C. When the road upon which the lot has frontage is unimproved, the boundaries of said road are not clearly ascertainable, or there is any question by the San Juan County Planning Administrator, San Juan County Building Inspector, or the San Juan County Surveyor whether the physical road is within the platted right of way, a certified survey of the road showing any conflict between the physical and platted right of way is required.

Section 7: PERMITS TO COMPLY WITH LAND USE REGULATIONS

- A. Permits shall not be granted for the construction, reconstruction, or alteration of any building or structure, or for the moving of a building onto a lot, or for the change of the use of any land, building, or structure if such construction, alteration, moving, or change in use violates any of the provisions of any San Juan County ordinance.
- B. No sewer service line and/or wastewater treatment facility, no water service line and/or water facility, or electrical utilities shall be installed if the use served violates this LUDMO.
- C. No electrical utility line shall be installed to serve any parcel or lot without the San Juan County Planning & Building Department's approval of a site plan.

Section 8: PARCELS WITH MULTIPLE ZONES

Parcels with multiple land-use designations may request a zone change of the parcel to the preferred land-use zone designated for the parcel. The applicant's zone change request shall be favored if it is consistent with the current San Juan County General Plan's intent. An application

for a zone change for a parcel with multiple land-use zoning designations is exempt from the map requirements set forth in this LUDMO.

Section 9: CERTIFICATE OF OCCUPANCY AND LAND USE COMPLIANCE

A. Unlawful To Occupy - It shall be unlawful to use or occupy, or to permit the use or occupancy of, any building or premises until a Certificate of Occupancy and land use compliance shall have been issued for the premises and/or building by San Juan County. It shall also be unlawful to occupy any building which has different use or different occupancy than provided for specifically in the certificate of occupancy and land use compliance.

B. Issuance of Certificates - Unless withheld under this LUDMO or other law, a certificate of occupancy and land use compliance will be issued by the San Juan County Planning & Building Department when a building is completed and has passed final inspection. A new certificate shall be required any time the number of dwelling units increases.

C. Information Required on Certificates - The following information shall be made a part of any certificate of occupancy and land use compliance issued by the San Juan County Planning & Building Department:

1. Residential Certificates

- a) The number of residential units in the building or buildings. (If there is more than one building, the number of dwelling units should be listed separately for each building).
- b) Number of families residing or anticipated to live in the building.
- c) The number of legal off-street parking spaces, sized to conform to this LUDMO and being provided on the premises.
- d) A notice directed to the owner of the building or premises that any change in use of the building or premises will require the issuance of a new certificate.

2. Commercial, Industrial, and Institutional Certificates:

- a) The proposed maximum number of employees on the premises.
- b) The number of off-street parking spaces sized to conform to this LUDMO and provided for employees on the site.
- c) The number of off-street parking spaces sized to conform to this title and provided for customers or visitors.
- d) The number and type of restroom facilities provided.
- e) The square foot area within the building used for each separate use.
- f) A signed certificate by the owner of the building or premises, or his authorized agent, stating that the information and conditions set forth in the application are true and will be maintained upon the site in this condition.

- g) A notice directed to the owner of the premises stating that a change in use in the intended occupancy of the building will require the issuance of a new certificate.

Section 10: CONSTRUCTION AND USE TO CONFORM TO PLANS

Building permits or certificates of occupancy and land use compliance issued on the basis of plans and specifications approved by the Planning Administrator or Building Inspector authorize only the use, arrangement, and construction set forth in the approved application, plans, and specifications. The use, arrangement, or construction at variance with that authorized in said plans and specifications shall be deemed a violation of this LUDMO.

Section 11: ENFORCEMENT ACTIONS

The provisions of this LUDMO shall be administered by the San Juan County Planning & Building Department under the supervision of the San Juan County Commission. An Enforcement Officer may investigate alleged violations of this LUDMO or conditions or terms of permits and licenses and may initiate enforcement actions if violations are found to exist. An enforcement officer is authorized to make examinations and investigations of all real property in the County, as allowed by law, to determine whether the responsible person is complying with the provisions of this LUDMO. By accepting a land use permit or license from the County, the permittee or licensee agrees to cooperate in compliance examinations and investigations. Such agreement shall be stated in all land use application forms prepared by the County. Upon discovering a violation, the County Attorney's office shall, at its discretion, file enforcement actions in court as necessary. The County's non-enforcement of any of the requirements of this LUDMO or conditions or terms imposed through land use permits or licenses issued by the County shall not operate to waive or estop the County from pursuing later enforcement actions. A permit or license issued in violation of this LUDMO has no force or effect.

- A. **Responsibility for Land Use Violation** - Anyone found to have committed a violation of this LUDMO or any condition or term imposed through this LUDMO is responsible for correcting the violation. In the event the person responsible for a violation cannot be ascertained after the exercise of due diligence, the County may also institute proceedings as allowed by this section or controlling law against the property on which the violation is found.
- B. **Finding of Land Use Violation** - If, after investigating, an enforcement officer has determined that a land use violation exists, the enforcement officer may attempt to have the responsible person correct the violation in accordance with this section. The officer may pursue any remedy or combination of remedies available under this LUDMO, state, or federal. Nothing in this section shall be interpreted to prohibit the County from engaging in its standard prosecution practices without first having to comply with the provisions of this section. In the event a responsible person cannot be ascertained, the

County shall post notice on the property on which a land use violation has occurred and may institute proceedings against the property itself as allowed by law.

C. **Notice of Violation** - Except as otherwise provided by this LUDMO, whenever a land use violation is found to exist and an Enforcement Officer determines action should be taken, the Enforcement Officer shall first serve written notice to the responsible person before other remedies in this section are taken.

1. The notice of violation shall contain:
 - a) The location of the land use violation, if the same is stationary;
 - b) A description of what constitutes the violation;
 - c) A list of the acts necessary to correct the violation ("corrective action");
 - d) A warning period, including a completion date in which the responsible person may cure the violation before civil fines are assessed ;
 - e) A statement of the actions the County may take if the violation is not corrected within the warning period; and
 - f) A statement that the responsible person may enter into a voluntary correction agreement during the warning period to prevent further action by the County.
2. The written notice shall be delivered personally or sent via registered mail to the responsible person's address as shown on the records of the San Juan County Recorder and to any other person who may be responsible for the violation.
3. The written notice shall serve to start any warning periods provided in this section, commencing upon delivery of notice. If the violation remains uncured once the warning period expires, the civil penalties shall begin to accrue in accordance with this section.
4. In cases where an Enforcement Officer determines that a delay of enforcement would pose a danger to the public health, safety, or welfare or would otherwise compromise the effective enforcement of this LUDMO, the Enforcement Officer may seek immediate enforcement under Subsection (F)(2) without prior written notice.

D. Civil Fines

1. Civil fines shall be assessed against the responsible person for uncorrected land use violations beginning on the day following the completion date (as stated in either the notice of violation or the voluntary corrective action agreement). The amount of such fine shall be at least \$50.00 for each day the violation continues after the completion date.
2. Daily Violation: Each day a violation is continued or maintained after the completion date shall give rise to a separate civil fine. All applicable fines shall cease the day following receipt by the enforcement officer of written notice from the responsible

- person that the corrective action is complete. The County may waive any fees accrued if corrective action is completed. Within five business days following written notice, the enforcement officer shall inspect and, if compliant, pass off the corrective action as completed or, if not completed, shall apply fines retroactively to the date notification was received and fines shall continue to accrue in accordance with this section.
3. Civil fines assessed under this Section are cumulative. Payment of a civil fine assessed under this section does not relieve the responsible person from the duty to correct the land use violation. The civil fine constitutes a personal obligation of the responsible person or a lien against the subject property, as the case requires. Any civil fine assessed must be paid to the County within 30 calendar days of notice of its imposition.
 4. The San Juan County Attorney is authorized to take appropriate action to negotiate the amount of the civil fine, collect the fine, determine the time period in which the fine shall be paid, and take any other action necessary to resolve the fine.
 5. As directed by the San Juan County Attorney, the County may exercise all lawful means to collect the civil fine, whether in person or in rem. The County may also collect reasonable attorney fees and costs incurred in collecting the civil fine where allowed by law. The County may also collect pre- and post-judgment interest on such civil fines as allowed by law.
 6. The incurrence of civil fines under this section shall not limit the available remedies available to an enforcement officer or the San Juan County Attorney under this Section.
- E. **Voluntary Corrective Action** - An enforcement officer may allow a violator to take voluntary corrective action. Voluntary corrective action allows a violator to correct the land use violation within a specified time and according to specified conditions set by the County in a voluntary corrective action agreement. If the violator completes the voluntary corrective action within the time and according to the terms set by the County, the County will take no further action against the violator for that violation. This enforcement method is discretionary.
1. Contents of a written voluntary corrective action agreement shall include the following:
 - a) The name and address of the violator;
 - b) The street address of the land use violation or a description sufficient to identify the building, structure, premises, or land upon or within which the land use violation exists;
 - c) A description of the land use violation;

- d) The necessary corrective action to be taken, and a date or time by which correction or abatement must be completed ("completion date"), which period shall not be longer than six months from the date the agreement is entered into;
 - e) An agreement by the violator that the County may inspect the premises as reasonable and as the County deems necessary to determine compliance with the voluntary corrective action;
 - f) An agreement by the violator that, if the terms of the agreement are not met, the County may:
 - i) Issue a civil fine or criminal citation;
 - ii) Correct the violation itself and recover its costs and expenses from the violator, including by placing a lien on the involved property; and
 - iii) Pursue any other legal remedy available;
 - g) An agreement by the violator waiving any right to appeal the enforcement officer's finding of a land use violation and the specific corrective action required by the voluntary corrective action agreement; and
 - h) An acknowledgement by the person responsible that failure to comply with the voluntary corrective action agreement may be grounds for criminal prosecution.
2. The enforcement officer may grant an extension of time for correcting the land use violation set by the voluntary corrective action agreement if the violator has shown due diligence and/or substantial progress in abating the land use violation but unforeseen circumstances render correction or abatement under the original conditions unattainable.
3. The enforcement officer will suspend further enforcement action and monetary fines for the violation once a voluntary corrective action agreement has been executed. However, the violator shall may be liable for any fines that accrued before the voluntary corrective action agreement was executed.
4. Failure to complete the corrective action by the completion date shall constitute an additional violation and shall be handled in accordance with this section, except that no further notice need be given before enforcement proceedings are initiated. The County may proceed on the violation pertaining to failure to comply with the voluntary corrective action and/or the original land use violation. Monetary fines shall be imposed from either the date of the initial violation or the day following the failure to comply with the voluntary corrective action and shall continue to accrue thereafter as set forth in this Section.

F. Abatement by County

1. Failing to correct a violation constitutes a Class B misdemeanor. Upon conviction of the violating party, a court may authorize the County to enter upon the subject property and remove, correct, or abate the condition that is subject to the violation. The County shall provide the court with an itemized statement of all expenses incurred in the abatement reduced for and request payment within 60 days as restitution. The court may authorize seizure of personal property as restitution.
2. Whenever a land use violation constitutes an immediate and emergent threat to the public health, safety, or welfare or to the environment, the County, when feasible and allowed by law, may summarily and without prior notice correct or abate the condition. Notice of such abatement, including the reason for it, shall be given to the violator as soon as reasonably possible after the correction or abatement.
3. During an abatement proceeding, any personal property constituting a LUDMO violation may be confiscated as part of the abatement process. Any personal property that has been confiscated will be held pending order of restitution. The owner may recover the property upon showing that the LUDMO violation has been corrected or that substantial efforts, as determined by the enforcement officer, have been made to correct the land use violation; provided, however, that the property owner pay the cost of storage of the personal property. If, after 90 days of the property being confiscated, the property owner fails to claim the confiscated property, and after the County complies with the requirements of Utah Code, as currently amended, the County may dispose of the property, including sale at auction, disposal, etc., and seek to collect the cost of storage from the property owner. The County may also pursue any other remedy as allowed by law.
4. Any and all costs incurred by the County in the abatement of a land use violation under the provisions of this LUDMO or other county ordinance shall constitute a lien against the property upon which such land use violation existed, which lien shall be filed, proven, and collected as provided for by law. Such lien shall be noticed to all persons from the time of its recording and shall bear interest at the legal rate thereafter until satisfied.

- G. **Civil Enforcement** - Appropriate actions and proceedings may be taken by the County in law or in equity to prevent any violation of this LUDMO, to prevent unlawful construction, to recover damages, including the cost, if any, of correcting the land use violation, to restrain, correct, or abate a violation, and to prevent illegal occupancy of a building, structure, or premises.

Nonexclusive Remedies, Building Permits, Certificates of Occupancy and Land Use

Compliance, Etc. – The County may take any or all of the actions listed in this LUDMO to abate, enjoin, or correct a land use violation, including against any person or entity that creates, causes, or allows a land use violation to exist, and to recover damages for such violation. The County may withhold, suspend, or revoke building permits, certificates of occupancy and land use compliance, and other permits and licenses to enforce this LUDMO and the conditions and terms of permits and licenses issued hereunder. The abatement of a land use violation does not prejudice the right of the County or any person to recover damages or penalties for its past existence. Notwithstanding the procedures outlined in this section, the County may also enforce this LUDMO and the conditions and terms of permits and licenses issued hereunder as provided under State law.

Section 12: EXPIRATION OF APPLICATIONS AND APPROVALS

A. Except as provided in Subsection (F), if an applicant has not taken any action on an application for 12 months, the application shall be deemed abandoned and denied and any vested right to proceed with the application expired.

B. Building Permits

1. A building permit shall expire if:
 - a) Construction requiring inspection is not begun within 180 days from the date the building permit was issued; or
 - b) If work authorized by such permit is suspended or abandoned for a period of 180 days after the commencement.
2. The Building Inspector may grant, in writing, one or more extensions of time, for periods of not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.
3. Regardless of the number of extensions granted, a building permit shall expire if construction is not completed, and a certificate of occupancy and land use compliance is not obtained, within five years from the date the building permit was issued. The San Juan County Planning & Building Department may, upon written request and for good cause shown, extend the time to complete construction and obtain a certificate of occupancy and land use compliance for a period of time not to exceed one additional year. Such extensions shall be in writing and shall state the date the extension expires.

C. Except as provided in Subsection (F), approval of developments shall expire if application for preliminary or phased preliminary plan application has not been submitted for decision and diligently advanced by the applicant within five years from the date of

receiving master plan, physical constraints, density determination, and/or concept plan approval. Projects that have already been approved prior to the effective date of this LUDMO shall have six months to file a preliminary application or a phased preliminary plan application and advance applications and approvals as required to avoid the expiration of the approvals.

1. Phased preliminary applications must be advanced within the timelines of the phased preliminary plan approval, which shall not be for more than five years between each preliminary application, and cumulatively may not be for more than 10 years from the preliminary plan approval, or the approvals will expire.
 2. Projects that have had Master Plan, Physical Constraints, and Density Determinations granted, have maintained these approvals, and so long as they have entered into an agreement with a Special Service District to reserve water, have paid all fees to maintain the water reservation, and the water reservation remains in effect through the Special Service District, that project shall have six months to file a preliminary application or a phased preliminary application, and advance applications and approvals as required to avoid the expiration of the approvals. The burden shall be on the applicant to prove they qualify for this exception as part of their application for Preliminary Application.
- D. Except as provided in Subsection (F), preliminary approvals of developments shall expire if an application for final approval has not been submitted for decision within one year from the date of receiving preliminary approval.
- E. Except as provided in Subsection (F), final approval of a subdivision development shall expire if the plat is not recorded within one year from the date of receipt of final approval by the Planning Commission.
- F. Upon written request of an applicant, permittee, or licensee, the expiration date of an application or approval, as the case may be, may be extended for 90 days, provided that:
1. An application for an extension of time is submitted prior to the expiration date; and
 2. The Planning Commission or its designee finds, based on substantial evidence placed in the record:
 - a) Substantial progress is being made toward obtaining approval of the application, or in the exercise of the development rights authorized by an approval, as the case may be;
 - b) In the case of an application, no changes to this LUDMO have occurred or are being considered that may affect the application; and

- c) In the case of an issued permit, license, or other approval, any conditions or terms of the permit, license, or other approval are still viable based on currently applicable requirements of this LUDMO.
- 3. In no case shall an extension be granted for more than 12 months from the original expiration date.

G. Unless otherwise provided or noted thereon, final subdivision plats, once recorded, do not expire except as provided in CLUDMA.

Section 13: PAYMENT OF FEES

Any application shall not be considered complete until the applicant has submitted a complete application, including payment of all fees as required by this LUDMO. Unless otherwise provided, fees are nonrefundable. Payment of the appropriate fee is no guarantee that an application will be approved.

Section 14: SEVERABILITY

Should any section, paragraph, sentence, clause, or phrase of this LUDMO be declared unconstitutional or invalid for any reason, the remainder of this LUDMO shall not, to the extent possible, be affected thereby.

Section 15: CONFLICTING PROVISIONS

The provisions of this LUDMO are in addition to all other County ordinances (unless otherwise stated), the laws of the State of Utah, and the laws of the United States. This LUDMO shall not supersede any development or other agreements entered into by the County where private land use regulations in deeds or covenants are more restrictive than this title. Whenever a conflict exists between this LUDMO and state or federal laws, or private land use regulations in deeds or covenants, the more restrictive provision shall apply to the extent allowed by law. The more specific provisions of this LUDMO dealing with specific zones, subdivision types, and types of uses, shall prevail over general provisions.

Section 16: CODIFICATION, INCLUSION IN CODE, AND SCRIVENER'S ERRORS

It is the intent of the San Juan San Juan County Commission that the provisions of this LUDMO are part of the San Juan County Code as adopted; and that the provisions of this LUDMO may be renumbered, re-lettered, and the organizational nomenclature changed in order to accomplish such intentions. Regardless of whether such inclusion in the San Juan County Code is accomplished, the County may renumber, re-letter the LUDMO and correct typographical and clerical errors that do not affect the LUDMO's intent without holding a public hearing by filing a corrected or recodified copy of the same with the San Juan County Clerk/Auditor's office.

CHAPTER 3 APPEALS

This Chapter addresses administrative appeals of Land Use Decisions affecting property within the jurisdiction of San Juan County, Utah. This Chapter repeals, replaces, and supersedes all other and previous ordinances enacted by San Juan County regarding the administrative appeal of land use decisions. This administrative appeal process is independent of Title I, Chapter 11 of the San Juan County Code and none of those provisions apply to administrative appeals of Land Use Decisions. If there is a discrepancy between a provision of this Chapter and that of another ordinance regarding an administrative appeal, this Chapter controls.

The definitions used in CLUDMA are hereby adopted and incorporated into this Chapter addressing land use appeals.

Section 1: LAND USE APPEAL AUTHORITY

The San Juan County Land Use Appeal Authority shall hear and decide appeals of the County's land use decisions made by its Land Use Authorities, proceeding according to the requirements of state law and this LUDMO.

Section 2: PARTIES

Only the land use applicant or an Adversely Affected Party may appeal a Land Use Decision to the Appeal Authority.

Section 3: INITIATING AN APPEAL

- A. **Time** - A land use appeal must be filed within 10 business days of actual or constructive notice of the issuance of the written Land Use Decision being appealed.
- B. **Form** - The land use appeal shall be filed either using the County's form or a document clearly and prominently labeled a "Notice of Appeal."
- C. **Content** - The Notice of Appeal shall clearly set forth:
 - 1. The appellant's identity and contact information (including an email address);
 - 2. The Land Use Decision being appealed, including the date thereof and, if different, the date the appellant discovered the decision;
 - 3. If available, a copy of the land use decision being appealed;
 - 4. If the land use applicant is not the appellant, the identity and contact information for the applicant;
 - 5. The basis for the appellant's standing to bring the appeal; and

6. Every theory of relief the appellant intends to raise on appeal. The appellant must raise every theory of relief it can raise in district court.
- D. **Fee** - Contemporaneous with the Notice of Appeal, the appellant shall tender to San Juan County the relevant fee per the County's schedule of fees. The appeal is not complete until the fee has been paid.
 - E. **Filing** - The Notice of Appeal shall be filed with the San Juan County Chief Administrative Officer. It may be filed by: (1) email (preferred), (2) hand-delivery; or (3) first class U.S. Mail. The date of delivery shall be considered the date of filing using the first two methods, the postmarked date if using the third method. If delivery is by email, the subject line must clearly identify the message as a "Notice of Appeal."

Section 4: APPEAL PROCESS

- A. **Intake** - Upon receiving a Notice of Appeal, the Chief Administrative Officer shall inspect it for completeness under the foregoing Section 3 requirements. If the Notice of Appeal is complete, it shall be transferred immediately to the Appeal Authority and the San Juan County Attorney's Office. If the Notice of Appeal is not complete, the Chief Administrative Officer shall reject the appeal and immediately inform the appellant.
- B. **Notice to Parties** - Upon receiving the Notice of Appeal from the Chief Administrative Officer, the Appeal Authority shall immediately determine whether it is brought by the applicant. If not, the Appeal Authority shall immediately inform the applicant of the appeal, invite the applicant to participate as a party to the appeal, and the Appeal Authority and all other parties shall treat the applicant as a party to the appeal.
- C. **Record** - Immediately upon receiving the Notice of Appeal, the County Attorney shall assemble and serve on the Appeal Authority and the other parties the record of the Land Use Decision on appeal. The record shall include relevant minutes if applicable, a transcript of the proceeding if available, the complete applications and related submissions at issue, relevant communications with the applicant, relevant communications with the appellant where applicable, relevant LUDMO provisions, and the written record of the decision. The County shall Bates-stamp these documents, which shall become the record on appeal. Absent extraordinary circumstances, the record should be served before the scheduling conference is held.
- D. **Scheduling Conference** - Upon receiving the Notice of Appeal, the Appeal Authority shall in timely fashion hold a scheduling conference to:

1. Confirm that the Land Use Authority made findings of fact and conclusions of law that appear in the record in support of the Land Use Decision under review;
2. Schedule a hearing;
3. Set submission dates for briefing; and
4. Confirm the theories of relief to be addressed on appeal. (Excluding jurisdictional issues, theories of relief and issues not confirmed at the scheduling conference, including regarding the completeness and adequacy of the record, will not be considered by the Appeal Authority. The appellant must raise every theory of relief it can raise in district court.)

E. Unless extraordinary circumstances prohibit it, the scheduling conference shall be held within 28 days after the Appeal Authority receives the Notice of Appeal. The scheduling conference need not be held in person but shall include all parties and be public.

F. Briefing

1. Prior to the hearing, the parties (the appellant, the County, and, if applicable, the applicant) shall file briefs on the theories of relief and issues confirmed at the scheduling conference. The appellant shall file a principal brief, the appellee(s) a brief in opposition, and the appellant a reply brief. The principal and opposition briefs shall not exceed fifteen, and the reply brief shall not exceed ten, double-spaced pages, excluding the caption, signature block, certificate of service, and exhibits. The briefs shall follow the formatting required by Utah Rule of Civil Procedure 10(d) and be filed and served on the Appeal Authority and all parties via email. No affidavits or declarations or other evidentiary documents beyond those contained in the record may be attached to the briefing.
2. All theories of relief and issues, including jurisdiction, the completeness of the record, or a party's standing, shall be reserved for the briefing and hearing, not presented through separate filings.
3. No other briefing shall be filed or considered. The date set for the filing and service of the reply brief shall not be less than 7 days before scheduled hearing.

G. Hearing

1. At the hearing, the parties shall present argument to, and answer questions of, the Appeal Authority.
2. The hearing need not be held in person, but shall be public.

H. **Inadequate Record** - If the Appeal Authority determines that the Land Use Authority did not make findings of fact and conclusions of law that appear in the record in support of the Land Use Decision under review, then the Appeal Authority shall remand the

matter to the Land Use Authority to do so immediately. In that case, the County shall refund the fee paid by the appellant. Any appeal from the revised decision must be taken using the procedure set forth in this Chapter.

- I. **Incomplete Record** - If the Appeal Authority determines that the record provided by the County Attorney is materially incomplete, it shall order that the County supplement the record and determine whether supplemental briefing and argument is warranted.

Section 5: DECISION

- A. **Issuance** - Absent extraordinary circumstances, the Appeal Authority shall serve on all parties a concise written decision within 28 days of the hearing. If the Appeal Authority can do so, it is encouraged to issue its decision sooner.
- B. **Standard of Review** - The Appeal Authority shall review the land use decision and determine only whether the record includes substantial evidence for each essential finding of fact and the correctness of the Land Use Authority's interpretation and application of the plain meaning of county Land Use Regulations. The Appeal Authority shall interpret and apply a Land Use Regulation to favor a land use application unless the Land Use Regulation plainly restricts the land use application.
- C. **Content** - The Appeal Authority's written decision shall set forth factual findings and legal conclusions sufficient for judicial review. The Appeal Authority may only affirm or reverse, in whole or in part, the Land Use Decision. If reversed entirely or in any part, the Appeal Authority shall instruct the Land Use Authority to issue a Land Use Decision consistent with the Appeal Authority's written decision. The Appeal Authority is not authorized to dictate or manage the County's personnel or internal policies or processes.
- D. **Notification** - On the date of its issuance, the Appeal Authority's written decision shall be sent via email to the parties. It shall set forth in bold typeface the parties' rights to petition for judicial review, citing the appropriate statute and providing a non-binding calculation of the filing deadline.
- E. **Record** - After rendering its decision, the Appeal Authority shall provide the County Attorney a digital copy of the appeal record, which the County shall maintain for a period of five years after the Appeal Authority's decision.

CHAPTER 4 NONCONFORMING USES

Section 1: PURPOSE OF NONCONFORMING USE, LOTS AND STRUCTURES PROVISIONS

The purpose of this chapter is to control and gradually eliminate those uses of land or structures that, although legal at the time of their establishment or erection, do not now conform to the land use regulations of the current zone within which they are situated. Such uses and structures shall be deemed nonconforming.

Section 2: NONCONFORMING USES; CONTINUATION AND ABANDONMENT

A nonconforming use lawfully existing on the effective date of this LUDMO may be continued. A nonconforming use may be extended only throughout an existing building, and only provided that no structural alteration of the building is proposed or made for purposes of the extension. A person engaging in a nonconforming use may not expand the character of that use to include new or additional uses. If a nonconforming use is discontinued for a continuous period of more than 12 months, any future use of such land shall conform to the provisions of the zone in which it is located.

Section 3: NONCONFORMING STRUCTURES

- A. A legally nonconforming structure may continue, provided no additions or enlargements are made thereto, no structural alterations are made therein that would increase the height or existing footprint of the building, and the current use does not change. This section shall not be construed to prohibit maintenance of an existing building.
- B. Notwithstanding Subparagraph (1), an existing dwelling that is legally nonconforming as to height, area, density, lot size, or yard regulations may be added to or enlarged if the addition or enlargement conforms to applicable requirements of this LUDMO. Provided, however, that a dwelling that legally does not conform to side yard requirements but having a minimum side yard of not less than three feet, may be extended once along the nonconforming building line in a manner that does not cause the structure to come any closer to the lot line at issue to the limit of an additional one-half the length of the relevant side of the existing dwelling if such extension is for the purpose of enlarging and maintaining the existing dwelling unit in the structure, and provided such enlargement conforms to all other regulations of the zone in which the dwelling is located. An expansion or enlargement under this Subsection (2) will also be regarded as a nonconforming structure. This exception does not allow a change in the use.

Section 4: RECONSTRUCTION OF NONCONFORMING STRUCTURE PARTIALLY DESTROYED

A legally nonconforming structure destroyed or partially destroyed by fire, explosion, casualty, or act of God or public enemy:

- A. May be restored, unless:
 - 1. The structure or use has been abandoned, or
 - 2. Written notice is served complying with Utah Code 17-27a-510(3 (b)(i)(2018) as amended, and the structure has not been repaired or restored within twelve (12) months unless owner can show substantial evidence of progress;
- B. May not be enlarged, except as provided in Section 3 of this Chapter; and
- C. Subject to all of the provisions of this LUDMO, the occupancy or use that existed at the time of such destruction may be continued.

Section 5: NONCONFORMING USE OF UNDEVELOPED REAL PROPERTY

A legally nonconforming use of undeveloped real property lawfully existing on the effective date of this LUDMO may be continued, provided such nonconforming use shall not be expanded or extended into any other portion of developed or undeveloped real property or into any structure, regardless of whether the use of the structure or real property would conform to the requirements of this LUDMO.

Section 6: NONCONFORMING LOT OF RECORD DETERMINATION

- A. The burden of production for providing the information for determining a legally nonconforming lot of record rests upon the property owner or its representative. A legally nonconforming lot of record is determined by the Planning Administrator. Should such a finding be made, the Planning Administrator shall provide the decision in writing with supporting findings.
- B. The property owner must provide the Planning Administrator with a copy of the subdivision forming the lot, the original deed and all subsequent deeds, and any other documentation the San Juan County Planning & Building Department determines necessary to meet the property owner's burden of proof.
- C. If a lot has decreased in size due to the use of eminent domain, or because of a public dedication required by a governmental agency, the lot shall become a legally nonconforming lot of record if it otherwise meets the requirements of this section.

Section 7: NONCONFORMING LOTS OF RECORD LAND USE REGULATIONS

Nonconforming lots of record are only exempt from the minimum size, width, frontage, depth, and other applicable dimensional requirements of the zone where the lot is located. Before a building permit may be issued, nonconforming lots of record shall have access on a road built to county standards and shall comply with all other land use, zoning, and development standards applicable to the zone in which the nonconforming lot of record is located. A nonconforming lot of record determination does not guarantee a building permit.

- A. **Lot with Building** - If a lot is unable to receive lot of record status and contains a building legally established on or before June 1978, then the owner may continue the use in existence prior to June 1978 of such building and may expand the building in any way that does not increase the degree of nonconformity of the lot.
1. An increase in building size shall not be deemed to increase the degree of nonconformity of the lot unless the building increases any encroachment into a required setback of the lot coverage requirements of the underlying zone.
 2. Remodeling of a building within an existing footprint or expansion in compliance with this section shall not require a variance to lot requirements but shall be reviewed by the San Juan County Planning & Building Department as though the lot conforms to the requirements of this LUDMO.
 3. The building's continued use or expansion requires at least 75% of the exterior? framing and foundation of the original building remain as located prior to June 1978, unless the structure was involuntarily destroyed in whole or in part by fire or other calamity, and the owner reconstructs or restores the structure in conformity with the requirements for nonconforming structures and uses in this LUDMO and CLUDMA.
- B. **Uses Granted for Nonconforming Lots of Record** - Lots that are determined to be nonconforming lots of record may be granted a building permit for a single-family dwelling, accessory dwelling units (only if allowed in current zone) and accessory uses as allowed in the current underlying zone. So long as all other standards applicable to that use are complied with and so long as the use is permitted in the zone, nonconforming lots of record may also be permitted utility uses and agricultural uses as permitted in the current zone. The uses identified in this paragraph and no others are granted for nonconforming lots of record.

Section 9: TREATMENT OF CONTIGUOUS NONCONFORMING LOTS OF RECORD UNDER SAME OWNERSHIP

- A. Notwithstanding other provisions of this LUDMO regarding the combination of contiguous lots, contiguous nonconforming lots of record under the same ownership are treated as individual lots. However, any nonconforming lot of record on which a

nonconforming structure has been built may, upon application approved by the Planning Commission and parcel merger/boundary adjustment, be considered together with a contiguous nonconforming lot under the same ownership if doing so would render the nonconforming structure conforming.

- B. Contiguous mining claims of same ownership shall not be recognized as separate parcels when determining a nonconforming lot of record.

Section 10: DIMINISHED NONCONFORMING USE

If a nonconforming use is diminished, it shall be deemed vacated, abandoned, and divested to the extent of such reduction. The determination of whether a nonconforming use was diminished shall be made by the Planning Administrator.

Section 11: EXTINGUISHING NONCONFORMING USES, STRUCTURES, OR LOTS OF RECORD

Nothing in this Chapter shall be construed to limit or otherwise prevent the County from enforcing this LUDMO or declaring a nonconforming use or structure a blight, nuisance, or unsafe.

CHAPTER 5 VARIANCES

Section 1: VARIANCE PROCEDURE

- A. Any person or entity desiring a variance from the requirements of the LUDMO as applied to real property that he or she owns, leases, or in which he or she holds some other beneficial interest may apply for a variance from the terms of the ordinance.
- B. Applications - Applications for variance shall be filed with the San Juan County Planning & Building Department. Applications shall contain the following information:
 - 1. A description of the requested variance, together with a designation of that section of this LUDMO from which relief is being requested;
 - 2. An accurate site plan, if appropriate, indicating the manner in which the variance will be applied and its effect upon adjacent properties; and
 - 3. The required filing fee as established by the County.
- C. A complete application shall be forwarded to the San Juan County Administrative Law Judge (ALJ) for consideration. The ALJ shall follow CLUDMA in determining whether to grant the variance. The ALJ may proceed as it sees fit in considering the application, including requesting additional information, seeking comment and information from county personnel, and holding meetings with the applicant.4. The ALJ shall decide the application in a timely manner and shall issue a written decision with findings and conclusions of law capable of review and include a notation in bold typeface informing the applicant of its right to petition for judicial review, citing the appropriate statute and providing a non-binding calculation of the filing deadline.
- D. The ALJ shall serve the applicant, the County Attorney, the Planning Administrator and the Planning Commission with its decision upon issuance. Such service may be accomplished by email.
- E. After rendering its decision, the ALJ shall provide the County Attorney a digital copy of the record of the decision, which the County shall maintain for a period of five years after the ALJ's decision.

CHAPTER 6 SUBDIVISIONS

Section 1: SUBORDINATION TO STATE LAW

- A. This LUDMO is subordinate to controlling state law, particularly CLUDMA at Utah Code Title 17, Chapter 27a, Part 6. Applicants should consult the statute before this Chapter's provisions, which supplement state law.

Section 2: DESIGNATION OF ADMINISTRATIVE AUTHORITY FOR SUBDIVISION APPLICATIONS

- A. The Planning Administrator is authorized to review and approve both preliminary and final subdivision applications. All subdivision applications, including those for single-family homes, two-family homes, townhomes, minor and major subdivisions, shall be reviewed and approved administratively, provided they comply with the requirements of this chapter and other applicable land use ordinances.

Section 3: CONSOLIDATION OF PRELIMINARY AND FINAL APPLICATION PROCESSES

- A. The County's process combines the preliminary and final plat review processes for all subdivisions to expedite approval and minimize administrative overhead. Applicants must submit a complete subdivision application that includes all subdivision improvement plans, which will undergo a single administrative review.

Section 4: SUBDIVISION PLAT APPLICATION REQUIRED

- A. Unless expressly excepted by statute or this LUDMO, subdividers must submit a subdivision plat application to the San Juan County Planning & Building Department for approval.

Section 5: REVIEW CYCLE LIMITS AND TIMELINE

- A. A maximum of four review cycles shall be allowed for each subdivision application by the county. Each review shall be completed within 20 business days. The County shall provide specific citations for required modifications, which shall be logged in an index of requested changes. Applicants must provide a written explanation for any declined modifications.
- B. Subject to Section (1), unless the change or correction is necessitated by the applicant's adjustment to a plan set or an update to a phasing plan that adjusts the infrastructure needed for the specific development, a change or correction not addressed or referenced

in the County's plan review is waived. A modification or correction necessary to protect public health and safety or to enforce state or federal law may not be waived.

- C. If an applicant makes a material change to a subdivision improvement plan set, the County has the discretion to start the review process at the first review of the application, but only with respect to the portion of the plan set that the material change substantially affects.
- D. After the applicant has responded to the final review cycle, and the applicant has complied with each modification requested in the County's previous review cycle, the County may not require additional revisions if the applicant has not materially changed the plan, other than changes that were in response to requested modifications or corrections.
- E. In addition to revised plans, an applicant shall provide a written explanation in response to the County's review comments, identifying and explaining the applicant's revisions and reasons for declining to make revisions, if any. The applicant's written explanation shall be comprehensive and specific, including citations to applicable standards and ordinances for the design and an index of requested revisions or additions for each required correction. If an applicant fails to address a review comment in the response, the review cycle is not complete, and the subsequent review cycle by the County may not begin until all comments are addressed.

Section 6: APPEALS PROCESS FOR SUBDIVISION APPLICATIONS

- A. An applicant or adversely affected property owner aggrieved by a decision of the Planning Administrator may appeal to the appeal authority consistent with state law and this LUDMO, including disputes involving subdivision improvement plans, an appeal panel consisting of licensed engineers may be convened as per Utah Code section 17-27a-507(5)(d).

Section 7: SUBDIVISION PLAT APPLICATION AND SUBMISSIONS

- A. The subdivider shall file an application for subdivision approval with the Planning Administrator. The application shall include a plat showing all the property the subdivider is seeking to subdivide and the following:
 - 1. A letter of intent signed by the applicant subdivider that explains the purpose of the application and includes all requests and justifications for variances, exceptions, and waivers;
 - 2. A copy of a title report for the property to be subdivided as proof of ownership. A subdivider shall include an affidavit or declaration under penalty of perjury of ownership executed by all owners of the property, or, if the property is owned by a

corporation, an authorized officer. If the applicant is acting as the property owner's agent, documentation of the applicant's authority to act for the owner;

- a) If the required title report reveals any liens or mortgages on the subdivision property or any part thereof, a consent to record plat signed and executed by the mortgagee or lien holder, which shall be required and recorded simultaneously with the approved subdivision plat;
3. As applicable, a copy of all restrictive covenants on the property that must be recorded with the approved subdivision plat with the San Juan County Recorder (the covenants shall explicitly and prominently state that the County has no responsibility for enforcing the covenants and that the subdivider, owners association, or lot purchasers, as applicable, are solely responsible for enforcing the covenants);
4. As applicable, a road maintenance agreement signed by the San Juan County Road Superintendent.
5. A plat map no smaller than an 18"x 24" (ARCH C) or 24"x36" (ARCH D) size matte mylar drawn in black ink or a black line positive mylar of the same. The plat map may contain and satisfy required elements of the improvement plan. It shall display the following:
 - a) The subdivision name, location (San Juan County, State of Utah), designation as a subdivision plat, total land area in acres, legal description of the total land area of the subdivision referenced to section, township, range, baseline, meridian, county, state, and municipality (if applicable), date of the drawing scaled 1:100 (or large if possible), dates of original drawing and subsequent revisions and sheet number, and north arrow;
 - b) The location and description of all section lines, corners, and permanent survey monuments in or near the subdivision giving the basis of bearings and the distance and course to two or more PLSS or Government survey monuments (GLO, BLM, County, City, Townsite);
 - c) Multiple phases with the same subdivision name shall be identified as "Phase 1", "Phase 2," and so forth;
 - d) Blocks numbered consecutively throughout the subdivision, and the lots numbered consecutively throughout each block, with the areas to be excluded from the plat marked "Reserved" or "Not a Part" and lots within separate phases not having the same number as any other lot in any other phase of the subdivision;
 - e) Lots within different phases of the same subdivision shall be numbered sequentially without regard to phase boundaries or may be distinctly numbered (e.g., 101, 102, 103 in Phase 1; 201, 202, 203 in Phase 2; etc.);
 - f) Lots shall be addressed as per County addressing standards;
- vii. The dimensions of proposed lots and blocks calculated and shown in decimal feet to a precision of two decimal places (hundredth of a foot) and the value of all required bearings and angles dimensioned in degrees, minutes, and seconds, and

the acreage for each lot, shown within the lot lines (and staked on the ground), all closed within a hundredth of a foot;

- g) The total numbers of units by kind and their location;
- h) The exterior boundary lines of the proposed subdivision drawn in a heavy solid line encompassing all planned phases (at all lines bearing breaks, points of curve, and points of tangency, a symbol shall be placed to indicate a change of direction) and the length of subdivision perimeter boundary lines expressed in feet and decimals thereof and the value of all required bearings and angles dimensioned in degrees, minutes, and seconds (boundary closures must close within a hundredth of a foot);
- i) An indication that all subdivision corners have been surveyed (monuments representing all lot corners shall be set and identifiable on the ground in accordance with state law);
- j) A designation of the zone or zones in which the subdivision is located and, when applicable, the existing zone boundary lines;
- k) If requested by the Planning Administrator or County Surveyor, topographic contours with intervals of five feet or less within the subdivision and of at least 50 feet immediately adjacent thereto. If five-foot contour data is unavailable, the contour intervals must be deemed acceptable by the County Surveyor;
- l) The following signature blocks, executed except for the Planning Administrator and Recorder: San Juan County Planning Administrator, San Juan County Health Department, San Juan County Recorder, San Juan County Attorney, San Juan County Surveyor, San Juan County Road Department, San Juan County Fire **Official**, consents of private easement owners, and the subdivision property owner's and mortgagee's certificate of dedication of public land, rights of way, and easements, with space for notarization in the following forms:

<p style="text-align: center;">SJC Health Department</p> <p>Approved this _____ Day of _____, 20____</p> <p style="text-align: center;"><i>Example Only</i></p> <p>_____ (Printed name of Health Official if known) Health Official</p>	<p style="text-align: center;">Owners Dedication</p> <p>OWNER'S DEDICATION AND CONSENT TO RECORD</p> <p>Know all men by these presents that the undersigned are the owners of the above described tract of land, and hereby cause the same to be divided into lots, parcels and streets, together with easements as set forth to be hereafter known as</p> <p style="text-align: center;">(Name of Subdivision/Plat)</p> <p>and do hereby dedicate for the perpetual use of the public all roads and other areas shown on this plat as intended for public use. The undersigned owner hereby conveys to any and all public utility companies a perpetual, nonexclusive easement over the public utility easements shown on this plat, the same to be used for the installation, maintenance and operation of utility lines. The undersigned owners also hereby convey any other easements as shown and/or noted on this plat to the parties indicated and for the purposes shown and/or noted hereon this _____ Day of _____, 20____</p> <p>By: _____, Owner (Full printed name exactly as it appears on the vesting deed)</p> <p>By: _____, Owner (Full printed name exactly as it appears on the vesting deed)</p>
<p style="text-align: center;">Approval as to Form</p> <p>Approved this _____ Day of _____, 20____</p> <p style="text-align: center;"><i>Example Only</i></p> <p>_____ (Printed name of Signing Official if known) SJC Attorney</p>	<p style="text-align: center;">SJC Recorder</p> <p>State of Utah, County of San Juan, Recorded at the request of _____</p> <p>Date: _____ Time: _____</p> <p>Book: _____ Page: _____ Fee: _____</p> <p style="text-align: center;"><i>Example Only</i></p> <p>_____ (Printed name of Signing Official if known) SJC Recorder</p>
<p style="text-align: center;">SJC Surveyor</p> <p>Approval in accordance with information and records on file in this office.</p> <p style="text-align: center;"><i>Example Only</i></p> <p>_____ Date SJC Surveyor</p>	<p style="text-align: center;">Acknowledgement</p> <p>State of Utah, County of San Juan, on the _____ Day of _____, 20____</p> <p>personally appeared before me _____ and proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to this instrument, and acknowledged that he (she/they) executed the same freely and voluntarily for the purposes stated herein.</p> <p>My commission expires _____, 20____</p> <p>_____ Residing in _____ County.</p> <p style="text-align: center;">Notary</p> <p style="text-align: right;">Notary's Seal</p>

There shall be a separate acknowledgement block for each signing owner in the owner's dedication

- m) All parcels of land to be dedicated for public use or reserved for the use of all property owners in the proposed subdivision together with the purpose and conditions of such reservations, including the names, locations, and widths of public rights-of-way, railroad rights-of-way, access easements to public rights-of-way, adjacent roads and rights-of-way, including at least 50 feet of the property surrounding the plat. Any property not a road that is offered for dedication to the public shall be fully dimensioned by lengths and bearings or angles with the area marked “public”;
 - n) The radii, arc lengths, chord lengths, and chord directions for curvilinear streets and radii of all property returns;
 - o) The identification, location, and dimensions of all easements for public services or utilities as per the improvement plan;
 - p) As applicable, a note disclosing that there are restrictive covenants on the property and an acknowledgment that the County has no responsibility for enforcing the covenants.
 - q) Drainage channels, wooded areas, and other significant natural features within the platted area and at least the 50 feet of the property surrounding the plat.
 - r) The boundary and source of reference to any 100-year floodplain. In the absence of reliable floodplain data, any areas of the plat that are known to be subject to flooding shall be delineated and noted on the plat map;
 - s) As applicable, perimeter fence line, delineated and a description of the type and height of the fence;
 - t) Names and addresses of the owners, subdividers, and surveyor preparing the plat; and
 - u) A certification by the surveyor making the plat that the surveyor:
 - i) Holds a license in accordance with the state's Professional Engineers and Land Surveyors Licensing Act;
 - ii) Has completed a survey of the property described on the plat in accordance with state law, including seal and the date of survey, and has verified all measurements;
 - iii) Has resolved any and all boundary issues with adjoining properties to said subdivision; and
 - iv) Has placed monuments as represented on the plat.
6. Written communication from the San Juan County or Utah State Fire Marshal regarding the County’s ability to provide fire protection and the fire suppression required or recommended for the proposed subdivision;
7. Written communication from the San Juan County Sheriff regarding any public safety concerns or recommendations for the proposed subdivision;

8. A certification from the San Juan County Treasurer's Office that all taxes owing on the property are paid, including rollback taxes from any previous greenbelt exemption;
 9. A vicinity map with north arrow (scale of 1"=2,000' preferred) showing the major roadway network, the ownership of lands abutting the subdivision, and any existing subdivisions adjacent to the proposed subdivision;
 10. Two sets of preliminary construction plans for public improvements prepared in accordance with the improvement plan and the design standard requirements of this LUDMO; and
 11. Other documents and information may be deemed necessary by the Planning & Building Department.
- B. All lots within the subdivision shall conform to the following standards:
1. Lots shall meet the width, depth, frontage, and lot size requirements for the zone in which the lot is located, as specified in this LUDMO;
 2. All lots shall abut a dedicated street or county road, or a street or road that has become public by right of use, or a private street for which there is a recorded road maintenance agreement; and
 3. No single lot shall cross the boundary of a County or other political subdivision, a public road or street, or a private road or street that can legally be used by property owners other than the owner of the lot.
- C. The application will not be considered complete until the required information and compliant plat are submitted with the requisite fee.

Section 8: SUBDIVISION IMPROVEMENT PLAN SUBMISSION

- A. With the subdivision application and in addition to the submissions identified in the foregoing Section, the subdivider shall also provide a subdivision improvement plan. All subdivision improvement plans, including civil engineering plans for infrastructure and utilities, shall be submitted with the plat application. The application will not be deemed complete until all required plans have been reviewed and approved by the Planning Administrator.
- B. The improvement plan shall include the following, some of which may be included on the plat:
1. The location, width, and purpose of all existing and/or proposed public and/or private roads, rights of way, easements, including existing and/or proposed culinary, irrigation, and fire suppression water lines and hydrants, sanitary sewers, other utility main lines, culverts, storm sewers, and storm water detention areas located within the plat and at least 50 feet of the property surrounding the plat;

2. A letter describing:
 - a) The culinary, irrigation, and fire suppression water and sanitary sewer facilities proposed for the subdivision; and
 - b) Estimated construction costs for planned public facilities, including roads (including, where applicable, curb, gutter, and sidewalks), water (culinary, irrigation, and fire suppression), sanitary sewer, storm drainage, and other such public facilities that may be required. The subdivider shall also state the form of collateral that will be provided to ensure that such improvements will be completed;
3. If culinary water is to be provided by individual lot or group wells or sanitary sewer is to be provided by individual or group septic or similar waste disposal, the letter describing the water and sanitary facilities must include a statement that the wells or septic or similar waste disposal facilities will be constructed and function in conformance with the rules and regulations of the Utah Department of Environmental Quality and the San Juan County Health Department;
4. If either water or sanitary sewer facilities are to be part of an approved public system, the application shall also include confirmation from the entity providing the sewer and water services that such services are, or are contracted to be, available to serve the subdivision;
5. If the proposed subdivision is within 1.5 miles of a municipality or within the boundary of a county service area, special service district, or municipal expansion area, the applicant shall provide proof of notice of its application to such entity;
6. If the subdivider intends to build roads within the subdivision that will be accepted and maintained by the County after dedication, such roads must be built consistent with the County Road Standards. To ensure that this happens, the subdivider must meet with a representative of the San Juan County Road Department, and the County Road Department must agree to the dedication:
 - a) Before proceeding with any road work, placement of any underground utilities, and/or acquisition of any road materials, the subdivider must provide the San Juan County Road Department with a copy of the approved preliminary plat and set up an onsite meeting with the Road Department representative to review all aspects of the roads within the subdivision;
 - b) The subdivider may be required, at its own expense, to provide testing for road materials, compaction testing, and other testing procedures will be used to assure compliance with minimum standards. The subdivider will develop a schedule of road work to be accomplished with an inspection schedule;
 - c) The subdivider may be required to enter into a road maintenance agreement with the County governing the responsibility for maintaining dedicated and accepted public roads, and such agreement shall be executed and recorded as a condition of the final subdivision plat approval;

- d) If the subdivider proceeds with any of the work on roads within the subdivision that intends to dedicate to the public without the approval and/or inspection of the Road Department representative, the County may, in its discretion, choose not accept the dedication of the roads onto the county system and in such case shall not be responsible for any type of maintenance duty;
 - e) If the subdivider intends to place of any type of water, sewer, septic, telephone, cable television, fire hydrant, etc. line within the right-of-way of any planned public roads, it must comply with the county road standards and provide adequate certification of compliance or compensate the County for inspecting such for compliance; and
 - f) For subdivisions built in “No Winter Maintenance” areas, private snow removal is required unless the subdivision is planned to be—and buyers are provided adequate notice that it is—seasonal, and such requirement shall be set forth in the road maintenance agreement;
 - g) If the subdivider intends that the roads within the subdivision shall be private roads and thus not required to be constructed to county standards, the subdivider still may be required to obtain the approval of the Road Department and any other State, Federal, or Tribal authority for all subdivision access roads that originate off of County, State, Federal, or Tribal roads and other safety factors such as placement and financial responsibility of signs and other items; and
 - h) If a subdivision is being developed off an unimproved county road, the Road Maintenance Agreement must include improvements to such road to match the County Road Standard of the road at the access point;
7. In order to guarantee that the required county roads and, if specified, other public facilities including but not limited to drainage, water, fire suppression, and sanitary sewer facilities are constructed in accordance with the applicable standards and to guarantee that the cost of the required public improvements are borne by the subdivider and not the public, the subdivider may be required to enter into a subdivision improvement agreement with the County.
- a) If required, the agreement must be fully executed prior to the approval of the subdivision.
 - b) If required, the agreement shall be structured as determined by the Planning Administrator, at a minimum describing the public improvements to be provided by the subdivider and include unit and total costs, the form and amount of an improvement completion assurance to be provided for the public improvements, and the basis for forfeiture of the assurance and assumption of responsibility by the County;
8. A drainage plan, the design of which shall accommodate runoff from the entire subdivision and the historical runoff from areas adjacent to and upstream of the subdivision in accordance with the following minimum standards.

- a) All historic flood and drainage ways shall be protected from alteration such that their primary function as storm water drainages shall be upheld;
 - b) All drainage and flood control facilities shall be designed to handle the calculated difference between historic flows and the anticipated post-development 100-year frequency storms for maximum period of intensity over the entire drainage basin which the subdivision serves, or other standards required by San Juan County Code. The “100-year storm” referred to herein shall mean that storm run-off is calculated on the basis of a fully developed watershed;
 - c) All drainage shall be designed by a Utah licensed professional engineer, in accordance with any requirements of the Utah Department of Environmental Quality for managing storm water;
 - d) The design shall insure that runoff from the developed subdivision shall not exceed the historical volumes and velocities discharged onto adjacent property;
 - e) The drainage system plans submitted with a preliminary plat application shall include:
 - i) All proposed surface drainage structures; and
 - ii) All appropriate design details, dimensions, construction materials and elevations;
 - f) The drainage design for each phase shall show how the drainage is consistent with the master drainage plan of all phases; and
 - g) The County Road Department may require a Road Maintenance Agreement on or around any drainage which may have an impact on any existing or planned road;
9. Except as otherwise provided below, each lot in a subdivision shall be served with an approved piped sanitary sewer system.
- a) Individual septic tank systems, or other private sewage systems, shall only be permitted when the nearest point of the subdivision boundary is more than 1,320 feet from an existing approved sanitary sewer system. Septic systems shall be in conformance with the requirements established by the Utah Department of Environmental Quality and the San Juan County Health Department, and applicants shall provide proof of the necessary permits and certifications from those entities;
10. Except as otherwise provided below, each lot in the subdivision shall be served with an approved public water system.
- a) Individual or common wells or other private water systems shall only be permitted when the subdivision boundary is more than 1,320 feet from the nearest approved public water system. All private culinary water systems shall be in compliance with the requirements of the Utah Department of Environmental Quality and the San Juan County Health Department, and applicants shall provide proof of the necessary permits and certificates from those entities.

- b) If stock ponds are present, the outer perimeter of the berm must be at least one-hundred feet (100') from any adjoining property line;
- 11. In consultation with the Planning Administrator and the County Fire Marshal, the County may require a subdivider to provide substantial improvements to provide fire protection for the subdivision when the size of the subdivision/development and the number of lots proposed along with other factors would otherwise jeopardize the health, safety, and general welfare of the residents of the subdivision. Such improvements may include, but not be limited to, fire hydrants, water storage for fire protection, other water systems, and participation in the acquisition of firefighting equipment and facilities to house such equipment. Refer to the San Juan County Fire Policy for anticipated requirements. If required, fire hydrants will be spaced every 500 feet.
 - a) If such fire protection improvements are required, these shall be made at the expense of the subdivider/developer and shall meet all fire protection standards as provided in state code, the San Juan County Fire Policy, and other applicable standards. All required systems shall be tested and accepted by the County prior to the issuance of any building permit;
- 12. Each property owner/subdivider is responsible for fencing out in all zones to allow domestic animals to graze without trespassing onto farms, subdivisions, or other private property.
 - a) In newly established subdivisions:
 - i) The subdivider shall construct a stock-proof perimeter fence around the entire subdivision prior to any lot being sold. This shall be a condition of approval. The height, fence type, and materials shall be as approved by the Planning Commission during the subdivision application process.
 - ii) A subdivider may request, and the Planning Administrator may approve, an exemption from the fencing requirement only if any one of the following criteria are met:
 - The proposed subdivision is completely surrounded by developed land;
 - The proposed subdivision is within the future annexation area of a nearby municipality and within 100 feet of a municipal boundary; or
 - The proposed subdivision is enclosed by property already enclosed with a stockproof fence.
 - b) If the subdivider obtains an exemption from the fencing requirement, that exemption must be reflected on the plat so as to place others on notice of the exemption.
 - c) If the subdivider does not obtain an exemption from the fencing requirement, a stock-proof fencing proposal shall be submitted with the plat application;
- 13. When, in the opinion of the County Road Department, the projected traffic volumes within the subdivision are such that the separation of vehicular and pedestrian access

is necessary for the safety of the public, the Planning Administrator may require designed sidewalks, curb and gutter, or pedestrian rights-of-way.

- a) Drainage/Curb and Gutter – In the absence of curb and gutter, a subdivider shall provide a street drainage plan detailing potential impacts to county roads and streets. The subdivider shall be required to provide and install culverts or other drainage structures as required by the County; and
14. The Planning Administrator may require that a sufficient improvement completion assurance be provided by the subdivider to cover the cost of the public improvements required by the subdivision improvement agreement and ensure the completion of improvements within the period specified. The amount of the assurance shall be 110% of the estimated cost of the improvements. The assurance shall be in the form of an escrow deposit, performance bond, irrevocable letter of credit, or, in special circumstances approved at the County's discretion, a first lien and restriction on sale of the property to be subdivided. The first lien and restriction on sale of the property shall only be used when the appraised current market value of the property is equal to, or greater than, the estimated cost of the public improvements. The Planning Administrator may accept one or a combination of the types of assurance listed above.
- a) Unless otherwise agreed between the applicant and the County, as improvements are completed, the subdivider may apply to the Planning Administrator for release of all or part of the improvement completion assurance.
 - b) Before releasing any part of the improvement completion assurance, the Planning Administrator shall confirm with the San Juan County Road Department or San Juan County Building Inspector, as applicable, that the planned public roads or other improvements have been completed or are in that part completed commensurate with the portion of the assurance sought to be released in conformance with county standards.
 - c) Upon confirmation that the planned public roads or other improvements have been, in conformance with county standards, completed or are in that part completed commensurate with the portion of the improvement completion assurance sought to be released, the Planning Administrator shall authorize the release of part or all of the assurance as applicable, less 10% for the County's administrative costs, except that the Planning Administrator shall retain 10% of the assurance for one year in order to ensure that the improvements have been properly constructed.

Section 9: RECORDING OF THE APPROVED PLAT

- A. No plat approval is effective until it has been recorded.

- B. No approved plat shall be recorded until:
1. The plat is approved and signed by the Planning Administrator;
 2. If an improvement agreement has been required, the approved and executed agreement has been filed with the San Juan County Clerk;
 3. If a road maintenance agreement has been required, the approved and executed agreement is delivered to the Planning Administrator for recording with the final subdivision plat;
 4. If a mortgagee's or lien holder's consent to record plat has been required, the executed consent has been delivered to the Planning Administrator for recording with the final subdivision plat; and
 5. A copy of the restrictive covenants, if any, for recording.
- C. Upon a subdivision plat's approval, the Planning Administrator shall hold the approved subdivision plat and the other required documents for recording until the Planning Administrator confirms that:
1. The applicant has tendered the full recording fee to the San Juan County Recorder;
 2. If required, the applicant has provided the improvement completion assurance in the agreed form and amount;
 3. If required, the applicant has tended the impact fees due and in the correct amount; and
 4. The required agreements, approvals, and other records have been provided.
- D. Once the Planning Administrator confirms compliance as required by Subparagraph (3), the Planning Administrator shall cause the approved subdivision plat and the applicable documents to be recorded with the San Juan County Recorder, executed by the Recorder, and a copy of the recorded and stamped subdivision plat and recorded documents delivered to the applicant.
- E. The applicant must provide the Planning Administrator the materials and fees required by Subparagraph (3) within 30 days of the Planning Administrator's signing of the subdivision plat or it will be voidable if the applicant cannot show good cause for the delay. If the applicant does not provide the required materials and fees within six months, the subdivision plat shall be void.

Section 10: OPTIONAL PRE-APPLICATION PROCESS

- A. An applicant may request a pre-application meeting with the Planning Administrator to discuss a concept plan and receive initial feedback. The Planning Administrator shall schedule the meeting within 15 business days of receiving the request. At the pre-application meeting, the Planning Administrator shall provide or make available:

1. Copies of applicable land use regulations;
2. A complete list of standards required for the project;
3. Preliminary and final application checklists; and
4. Feedback on the concept plan to assist the applicant in preparing a complete subdivision application.

B. Participation in a pre-application meeting is optional, and the feedback provided shall be advisory only, intended to help the applicant understand the requirements and streamline the formal application process.

Section 11: AMENDMENTS AND VACATIONS

A. A lot owner may file with the San Juan County Planning & Building Department an application for subdivision amendment with a plat meeting the requirements set forth in CLUDMA Chapter 6 and those sections of this LUDMO applicable to initial subdivision plat approvals.

1. A proposed subdivision amendment shall be named to correlate with the original subdivision and the sequentially numbered amendment. Each new amendment to the original approved subdivision plat shall increase by an increment of one. Below the subdivision name and number, in parenthesis, shall be listed the affected lots and the resultant lots or changes.



2. The amended plat shall include the following signature blocks: San Juan County Planning Administrator, San Juan County Health Department, San Juan County Recorder, San Juan County Attorney, San Juan County Surveyor, consents of private easement owners, and the subdivision property owner's and mortgagee's certificate of dedication of public land, rights of way, and easements, with space for notarization in the same form as required above for all other final subdivision plats.
3. The amended plat shall include signature blocks for each property owner within the plat.

- B. The application petition shall also include proof of written notice to:
 - 1. The owners of record of lots within the plat affected by the plat revision;
 - 2. Adjoining owners; and
 - 3. If the subdivision includes one, the owners' association.
- C. Upon determining that the application is complete, including the payment of required fee, and does not seek to amend or vacate a public street or easement, the Planning Administrator shall:
 - 1. Provide notice to affected entities, if required; and
 - 2. Treat the application as one for an initial subdivision and follow that process.
- D. If the proposed amended plat seeks to amend or vacate a public street or easement, the process for that amendment or vacation shall be that provided in CLUDMA.
- E. The Board of County Commissioners may vacate all or a portion of a subdivision plat by passing and recording an ordinance.
- F. The amended plat shall become effective upon recording. The Planning Administrator shall follow the same procedure for recording as that for recording the initial plat and the same requirements and limitations apply.

Section 12: EXEMPTION FROM PLATTING REQUIREMENTS AND WAIVERS

- A. **Small Subdivision** - A subdivider may create a small subdivision of four or fewer lots without a plat by filing an application with the Planning Administrator that provides sufficient information for the County to find that the statutory requirements for a small subdivision have been met:
 - 1. In addition to the statutory requirements, each lot in the proposed subdivision must have access to a public or private road or an easement to access a public or private road directly and must comply with the applicable zoning.
 - 2. Upon determining that a small subdivision application is complete, including the payment of the required fees, and complies with the applicable requirement, the Planning Administrator shall:
 - a) Certify the subdivision's compliance in writing;
 - b) Record the written certification; and
 - c) Keep the certification on file in the San Juan County Planning & Building Department.

B. Waivers

1. The Planning Administrator may in its discretion waive certain requirements for a subdivision application or for all or a portion of the required processing fees. All waiver requests must be submitted to the Planning Administrator in writing explaining the reasons for the waiver request. The request must be presented contemporaneously with the application for which it is being sought.
2. Waivers of submittal requirements may be granted by the Planning Administrator upon finding that the particular requirements are not necessary for the application's consideration.
3. A waiver of part or all the required processing fees for a subdivision application may be granted by the Planning Administrator only on finding that the County's review time will be significantly less than the time required for the typical subdivision application.

Sec. 21-11-5. Home Occupations.

- (a) *Purpose.* The purposes of this Section are to:
- (1) Provide an opportunity for home occupations as an accessory use when they are compatible with the neighborhoods in which they are located.
 - (2) Provide an opportunity for a home occupation to engage in the business of child care and other group child activities and encourage this type of home occupation to draw clients/customers from their immediate neighborhood.
 - (3) Guide business activities which are not compatible with neighborhoods to appropriate commercial zones.
 - (4) Safeguard peace, quiet, and domestic tranquility within all residential neighborhoods. Protect residents from the adverse effects of business uses being conducted in residential areas from noise, nuisance, traffic, fire hazards, and other possible business uses that create significant impacts on a neighborhood.
 - (5) Provide a means to enforce and regulate the businesses that are licensable through the authority of the business license regulations of this Code, and, if necessary, terminate home occupations if violations of the ordinances regulating home occupations occur.
- (b) *Home Occupation License.* All home occupations shall be licensed unless specifically provided an exemption in this Section or in the business license regulations of this Code. Regardless of whether a license is required, all home occupations must adhere to the standards and qualifications listed in this Section. The authority to issue a license to conduct a home occupation shall be under the jurisdiction of the Business License Office of the Community Development Department.
- (c) *Categories and Requirements of Home Occupation Licenses.* Home occupation businesses are classified as Category I, Permitted Home Occupation, or Category II, Conditional Use Home Occupation. A Category II, Conditional Use Home Occupation requires review and approval of the Planning Commission.
- (d) *Home Occupation Standards.* All home occupations, licensed or not, shall comply with the following standards at all times:
- (1) *Bona Fide Resident.* The home occupation business shall be owned by and carried on only by a bona fide resident of the home that resides in the home more than six months (183 days or more) per calendar year. Proof of residency shall be provided as follows:
 - a. A signed statement stating that the property is the primary residence of the business owner and will remain as the primary residence for the duration of the home occupation license; and
 - b. A government-issued identification listing the address of the property as the address of the business owner, unless the Director determines, for good cause, it is not required.
 - (2) *Satellite Office Not Allowed.* A home occupation shall not be construed to mean an employee working in his home in the service of an employer whose principal place of business is licensed at another location. Business activities that do not qualify for the exemption from licensure as described in this Section shall not be conducted at the home of an employee of a company and shall not be conducted by nonresident company employees.
 - (3) *Accessory Use on the Property.* For residential purposes, the home occupation shall be clearly secondary and incidental to the primary use of the dwelling unit.
 - (4) *On-Site Employees.* One full-time or full-time equivalent nonresident may be employed, volunteer, or work on the premises where the home occupation business is located. No more than two persons shall

- comprise the equivalent full-time employee, and only one nonresident employee may work at the home at one time.
- (5) *Off-Site Employees.* Any home occupation may utilize employees to work off-site. The off-site employee, volunteer, hiree, or any other person engaged with the home occupation shall not come to the home for purposes related to the home occupation business license except for incidental vehicle stops.
 - (6) *Off-Street Parking.* All business-related vehicles which park at the location of the home occupation, including those of the applicant, employee, customers, clients, or business-related visitor vehicles, must use off-street parking. This provision excludes stops made by delivery vehicles.
 - (7) *Vehicle Advertisement.* Vehicles, trailers, or equipment may not be used for the primary purpose of advertising the home occupation at the site of the home occupation.
 - (8) *Designating Areas of Property to be Used.* The home occupation applicant must designate the portion of the home, accessory structure, yard, or attached or detached garage to be used as the location for business activities. No businesses are allowed to operate outside of an enclosed structure, unless otherwise approved by the Planning Commission for outside activities.
 - (9) *External Appearance.* The home occupation must maintain or improve the external residential appearance of the principal structure, attached or detached garage, or accessory structure. Any structural alterations to accommodate the home occupation shall maintain the architectural aesthetics and compatibility of the neighborhood.
 - (10) *Outdoor/Yard Space.* The home occupation shall not involve the use of any yard space for storage or display of supplies, inventory, or equipment when such use is in conjunction with the sales, service, or production of goods, unless specifically stored within trailers or accessory structures as allowed herein. Any screened area or structure used for the home occupation must be located in either the side or rear yard areas.
 - (11) *Business Trailer.* One trailer may be used in association with the home occupation. Trailers allowed in conjunction with a home occupation are as follows:
 - a. An open or enclosed trailer with a body length of 20 feet or less, excluding the tongue.
 - b. Materials/equipment shall not be stored outside of the trailer.
 - c. The trailer shall be placed in the side or rear yard behind a fence or garaged on private property and not within the front yard of the dwelling. If the home is located on a corner lot, the trailer shall not be stored on the street side of the house unless it is out of the required front yard setback. If the topography of the lot prohibits the parking of the trailer on the side or rear yard, the trailer must be stored off-site.
 - d. The trailer must be well-maintained and must not present negative impacts for adjacent neighbors, including, but not limited to, odors, dust, or parking location.
 - e. All areas utilized for the parking of trailers shall be paved with a hard surface (e.g., concrete, asphalt, brick, or other water impenetrable surface). This includes the side and rear yard of the home. It is prohibited to park upon areas that have been landscaped or are reserved for future landscaping.
 - f. A site plan shall be included with all business license applications indicating where the trailer will be stored outside of the front yard.
 - (12) *Commercial Vehicle.* Only one such vehicle may be parked on a residential lot. A commercial vehicle parked or stored on a residential lot must be owned or apportioned by an occupant who resides at the

- residence. This vehicle must comply with all residential parking requirements contained within this title.
- (13) *Conformity with Safety Codes.* There shall be complete conformity with fire, building, plumbing, electrical, and all other City, County, State, and Federal codes.
 - (14) *Health and Safety.* No process can be used which is hazardous to public health, safety, morals, or welfare.
 - (15) *No Excessive Utility Uses.* The home occupation shall not cause a demand for municipal, community, or utility services that are substantially in excess of those usually and customarily provided for residential uses.
 - (16) *Neighborhood Disruptions Not Permitted.* The home occupation shall not interfere or disrupt the peace, quiet, and domestic tranquility of the neighborhood. The home occupation shall not create or be associated with or produce odor, smoke, dust, heat, fumes, light, glare, noises or vibrations, excessive traffic, or other nuisances, including interferences with radio and television reception, or any other adverse effects within the neighborhood.
 - (17) *Renter/Owner Responsibility.* If the applicant for a home occupation license rents or leases the property wherein the home occupation is intended to be conducted, the applicant must provide a letter of acknowledgment and consent from the property owner at the time the application is submitted to the Business License Office.
 - (18) *Interior Alterations/Remodeling.* Interior alterations of the principal dwelling for the purpose of accommodating the home occupation are prohibited if such alteration eliminates the kitchen, and/or all of the dining areas, bathrooms, living areas, or all of the bedrooms.
 - (19) *Exempt from Business Licensure.* A business license will not be required unless the combined off-site impact of the home occupation and the primary residential use materially exceeds the impact of the primary residential use alone. If a home occupation has any of the following impacts, a business license is required:
 - a. Business-related customers, client visits, or meetings on the property.
 - b. Signage or advertising of the business that is visible from the exterior of the home.
 - c. The business owner or operator desires a physical copy of a business license.
 - d. Any nonresident working on the property.
 - e. Business-related deliveries are made to or from the property.
 - f. Accessory or commercial vehicles are stored or parked on the property for the home occupation.
 - g. The home or property requires inspections from any regulatory authority or agency, including, but not limited to, the City, Salt Lake Valley Health Department, and/or the Department of Agriculture.
 - h. The business generates any additional vehicular traffic or parking on the property.
 - i. If the State requires a sales tax number for any reason.
 - j. If the home occupation is categorized as a Category II, Conditional Use Home Occupations, as described herein.
 - k. If the home requires any modification requiring a building permit to accommodate the business operations.
 - l. When the business use within the home exceeds 25 percent of the primary dwelling.

- (e) *Category I Qualifications.* In addition to the standards previously set forth above, all Category I home occupation businesses must also comply with the provision of the qualifications outlined below. If a business finds that they are unable to fully comply with all of the qualifications set forth, the applicant may pursue possible approval as a Category II home occupation through the conditional use permit process before submitting the application for a home occupation business license.
- (1) *Hours.* No visitors in conjunction with the home occupation (clients, patrons, employees, volunteers, students, pupils, etc.) shall be permitted between the hours of 10:00 p.m. and 6:00 a.m.
 - (2) *Traffic.* Vehicular traffic from business related visitors and customers shall not exceed that which normally and reasonably occurs for a home in the neighborhood and shall be conducted so that the neighbors will not be significantly impacted by its existence. The home occupation shall be limited to two business related visitors or customers per hour, to a maximum of eight business related visitors or customers per day. Business related deliveries or pickups shall not exceed two per day.
 - (3) *Delivery Vehicles.* The receipt or delivery of merchandise, goods, or supplies for use in a home occupation shall be limited to vehicles with a gross vehicle weight rating (GVWR) of 23,000 pounds or less.
 - (4) *Conducted in a Home.* When business activities are being conducted on the property that is to be licensed, the home occupation shall be primarily conducted within the principal home.
 - (5) *Maximum Floor Space.* No more than 25 percent of the total main floor area or upper living levels of the dwelling unit, nor, in the alternative, more than 50 percent of the total floor area of any basement of the home unit shall be utilized for the home occupation.
 - (6) *Signs.* The home occupation may utilize one unanimated, nonilluminated flat sign for each street upon which the home abuts. The sign must be placed either in a window or on the exterior wall of the home wherein the home occupation is being conducted and may not have an area greater than one square foot.
 - (7) *Display of Products.* The home occupation may include the sale of tangible goods. Direct sales from display apparatus is permitted only if the goods or products are not visible from the exterior of any approved structure being used for the home occupation.
 - (8) *Food or Beverage Preparation for Consumption Outside of the Home.* Any home occupation involving or proposing to involve food or drink preparation, storage, or catering will be permitted when it is authorized by the appropriate State or County department or agency.
 - (9) *Category I Home Occupation Licensing Involving Child Day Care and Other Child Group Activities.*
 - a. This type of home occupation shall not exceed eight children associated with child day care or other child group activities (e.g., dance schools, preschool, music classes, etc.) at any one time. A maximum of eight students/children are permitted per day. This number shall include the licensee's own children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.
 - b. All child day care and other group child activity facilities shall provide safe, outdoor play time and spaces as required by Federal, State, County, or local laws governing such business activities.
 - (10) *Category I Home Occupation License Involving Adult Day Care.*
 - a. This type of home occupation shall not exceed supervising more than two elderly persons 60 years of age or older or more than two persons who have an intellectual or physical disability or acquired brain injury, as defined by the Utah Department of Health and Human Services (DHHS) Division of Services for People with Disabilities (DSPD). Any home occupation of this nature which

exceeds two individuals or more than 12 hours of operation will be considered a Category II home occupation and shall be reviewed and approved by the Planning Commission.

- b. This type of home occupation must comply with all local and state laws governing such business activity.
- (11) *Category I Home Occupation Licensing Involving Renting Recreational Vehicles from Personal Property in Single-Family Residential Zones.*
- a. A property owner/resident living in the home may rent one recreational vehicle that is owned by the owner/resident. Where more than one recreational vehicle can fit on a recreational trailer, the owner may rent a maximum of two recreational vehicles.
 - b. Any recreational vehicle must be parked according to the residential parking requirements and restrictions within this title, except that any recreational vehicle that is being rented from the home must be parked on a hard surface (concrete, asphalt, brick, or other impenetrable surface). In addition, the maximum area of hard surface for the purpose of parking a recreational vehicle shall be complied with.
 - c. Advertising on the recreational vehicle is prohibited.
 - d. Servicing the recreational vehicle shall be limited to those activities which will comply with Chapter 13-2 and Title 19.
 - e. Any customer renting the recreational vehicle shall not leave their own car on the street, but may place their vehicle on the homeowner's property in compliance with all residential parking requirements during the time the recreational vehicle is being rented.
- (12) *Category I Home Occupation Licensing Involving a Home-based Microschool.*
- a. A Home-based microschool provides kindergarten through grade 12 education services for compensation. A home-based microschool does not include a daycare.
 - b. A maximum of eight students is permitted at any one time.
 - c. A maximum of eight students is permitted per day.
 - d. The maximum number of students includes the licensee's and any employees' children if they are a student at the time the home occupation is conducted.
- (f) *Category II, Conditional Use Permit Required.* If a home occupation is able to comply with all of the standards but is unable to comply with all of the Category I qualifications established above, the proposed business activities must be reviewed by the Planning Commission and granted a conditional use permit before pursuing a home occupation business license through the Business License Office.
- (1) *General.* In addition to any conditions established by the Planning Commission at the time of its review, all Category II home occupations must comply with the following:
- a. All Category II home occupation uses shall only be conducted from property with a single-family dwelling.
 - b. The conditional use permit and the home occupation business license shall be maintained in good standing for the entire period that business is being conducted.
- (2) *Compliance.* Uses are appropriate as licensable home occupations only if they are determined to be compatible with residential neighborhoods after full conditional use review by the Planning Commission, compliance with Title 15, all of the standards and qualifications that have not been granted an exception through the conditional use process, and additional regulations set forth hereafter.

- (3) *Child Day Care.* The following items indicate maximum limits that may be granted by the Planning Commission when a child day care is expected to exceed eight children at one time:
- A maximum of 16 children is permitted at any one time.
 - A maximum of 18 children is permitted per day.
 - These numbers shall include the licensee's and any employees' children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.
 - A maximum of 24 vehicular stops per day for child drop off or pick up is permitted.
- (4) *Group Child Activities.* The following provisions indicate a maximum limit that may be granted by the Planning Commission for other group child activities which are expected to generate or exceed eight children/students (e.g., dance schools, preschools, music classes, other care or instruction for children) at any one time other than child day care:
- The following guidelines shall be used to determine the maximum number of students/children permitted:
 - A Traffic Plan that has been reviewed and approved by the City Transportation Engineer which includes acceptable traffic flow, drop off, and turn-around areas.
 - The existing residential street is of sufficient width to accommodate additional vehicular traffic.
 - A maximum of 12 students/children per session and a maximum of 24 students/children per day shall be permitted.
 - A maximum of four sessions per day may be permitted.
 - All sessions combined shall not generate more than 24 vehicular stops per day.
 - The total number of students/children shall include the licensee's and any employees' children if they are under six years of age and are under the care of the licensee at the time the home occupation is conducted.
 - No group child activities falling under a Category II home occupation may be established within 300 feet as measured from property line to property line of another group child activity, Category II home occupation use.
- (5) *Home-based Microschool.* The following provisions indicate maximum limits that may be granted by the Planning Commission when a Home-based Microschool is unable to fully comply with all the qualifications set forth for a Category I Home Occupation License.
- The following shall be used to determine the maximum number of students permitted:
 - A Traffic Plan that has been reviewed and approved by the City Transportation Engineer which includes acceptable traffic flow, drop off, and turn-around areas.
 - The existing residential street is of sufficient width to accommodate additional vehicular traffic.
 - No more than 24 vehicular stops per day for student drop off or pick up is permitted.
 - A maximum of 16 students is permitted at any one time.
 - A maximum of 16 students is permitted per day.

- d. The maximum number of students includes the licensee's and any employees' children if they are a student at the time the home occupation is conducted.
- (6) *Work Shops.* Repair shops, including welding, carpentry, sheet metal work, furniture manufacturing, upholstery, and other similar manufacturing activities
- (7) *Business Not Conducted Within a Home.* Any home occupation which proposes or conducts activities within an outbuilding, accessory building, attached or detached garage. The following standards shall be used to determine the maximum impacts permitted:
- a. The applicant for a home occupation business license shall designate the areas of the home, attached/detached garage or accessory structure that will be used for the home occupation. If approved, the home occupation may be conducted only in the designated area.
 - b. No more than a maximum of 200 square feet, or, in the alternative, no more than 50 percent of the total floor space (whichever is the greater) of any accessory structure or attached or detached garage may be used for a home occupation unless an exception is granted by the Planning Commission through the conditional use permit, and they find that:
 1. The total floor space used for the home occupation in a detached accessory structure does not exceed the maximum size of an accessory structure that is permitted by-right within the zone, as regulated in this title (for example, the size of the accessory structure does not require a conditional use permit); and
 2. The use does not adversely impact the residential character of the neighborhood.
 - c. Any home occupation uses in an attached or detached garage may not eliminate minimum parking requirements for the particular zone wherein the home occupation is located. The required minimum off-street parking area shall be maintained and clear of all materials and equipment that would prohibit the parking of vehicles during nonbusiness hours.
 - d. Any accessory structure used for a home occupation must maintain the architectural aesthetics or compatibility of the home and the immediate neighborhood.
 - e. The home occupation may utilize one unanimated, nonilluminated flat sign to be attached to the accessory structure where the home occupation is being conducted in lieu of a sign attached to the home or in a window. The sign may not have an area greater than one square foot.
- (8) *Home Occupations and Outdoor Activities.* Any home occupations proposing to conduct business utilizing any yard space or in a swimming pool.
- (9) *Dangerous Home Occupations.* Any home occupation using explosives, incendiary products and devices, flammable, or hazardous chemicals.
- (10) *Home Occupations Generating Excessive Traffic.* Any home occupation which will generate in excess of two customers or visitors per hour or eight per day. A maximum of 12 business-associated visitors per day may be allowed under a conditional use permit, except as provided for child day care and other group child activities.
- (11) *Large, Business Related Vehicles.* Any home occupation which utilizes vehicles more than 24 feet in length (with the exception of renting recreational vehicles).
- (12) *More Than Two Home Occupation Licenses.* Any home where the applicant is seeking more than two home occupation licenses.
- (g) *Prohibited Home Occupations.* The following uses, by nature of the occupation, substantially impair the use and value of residentially zoned areas for residential purposes and are, therefore, prohibited:
- (1) Mortuary, crematorium, columbarium, or mausoleum.

-
- (2) Animal hospitals or veterinary services.
 - (3) Clinic, dental office, medical office, chiropractic office, or hospital.
 - (4) Junkyard, auto wrecking yard, or salvage yard.
 - (5) Stables, animal kennels, animal day-care, on-site animal training, pet store, commercial animal breeding business, or any other similar activities are prohibited.
 - a. Activities may be allowed within the scope of a hobby license as issued by the Animal Services Division of Sandy City.
 - b. Pet grooming services without on-site kenneling may be allowed to operate in accordance with the standards of this section.
 - (6) Storage, service, repair, or sales of ambulances, tow trucks, recreational vehicles, water craft, automobiles, ATVs, or other motorized vehicles.
 - (7) Fitness or health spa facilities that exceed two clients at a time.
 - (8) Boutiques, sample sale, or craft shows.
 - (9) Auto body repair or motor vehicle repair.
 - (10) Use of specified chemicals, pesticides and flammable/combustible materials, and including any other process or business where current adopted Building and Fire Codes would require an operational permit.
 - (11) Number of vehicular stops or visits that would exceed 24 per day.
 - (12) Massage therapy or other alternative healing and energy healing businesses, with the exception that a home occupation license may be issued if the applicant is the only person employed in said operation and has obtained any required licenses from the State of Utah. Limit one massage therapy or alternative healing and energy healing business per residence. All other standards and Category I qualifications must be complied with. No massage therapy or other alternative healing and energy healing businesses may be permitted if a Category II qualification is required.
 - (13) Bed and breakfast facilities.
 - (14) Parent-child or adult group activities that exceed two clients at a time.
- (Ord. No. 09-18, 7-31-2009; Ord. No. 10-45, 12-14-2010; Ord. No. 12-33, 9-17-2012; Ord. No. 15-25, 7-21-2015; Ord. No. 16-13, 3-23-2016; Ord. No. 17-29, § 1, 12-1-2017; Ord. No. 24-05, § 1(Exh. A), 3-26-2024; Ord. No. 24-14, § 1(Exh. A), 7-30-2024)



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June 2, 2025

VIA EMAIL ONLY

San Juan County Planning and Zoning Commission
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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.



STAFF REPORT

MEETING DATE: July 10, 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.

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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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: Chloé Blais
Special Assistant Attorney General

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

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

{00201045.DOCX;1}

EXHIBIT A

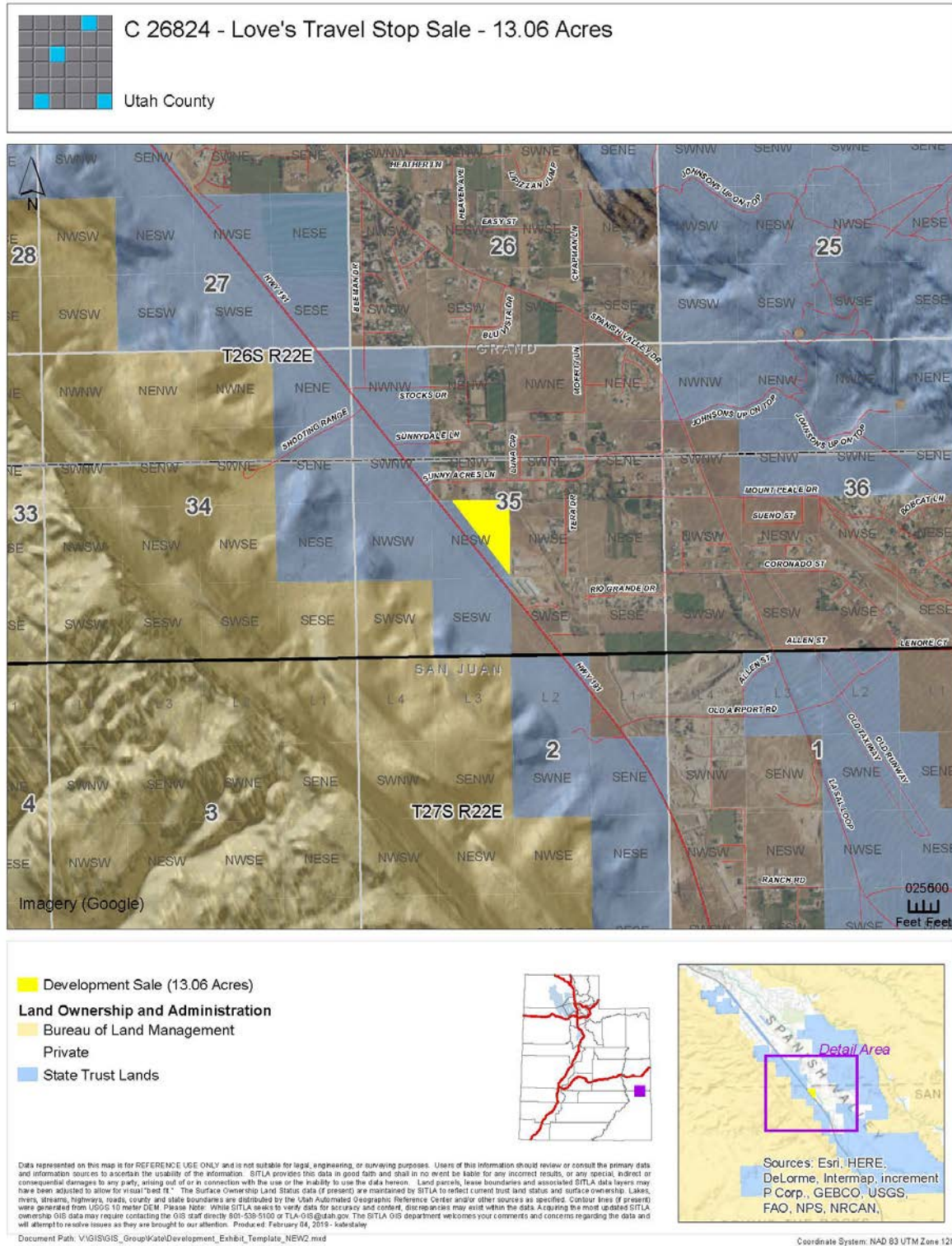
Legal Description of the Property

A tract of land within the SW¼ 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 C¼ section corner of said Section 35; thence S89°58'00"W 940.77 feet along the east-west C¼ 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 C¼ 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



Record of Survey No. 1102 of the Property



[illegible]

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

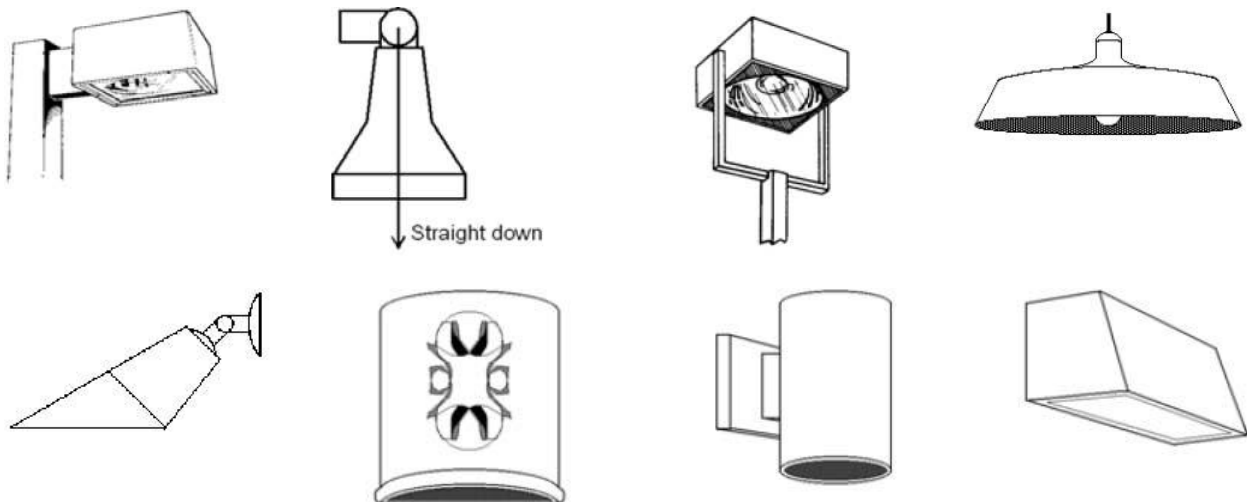
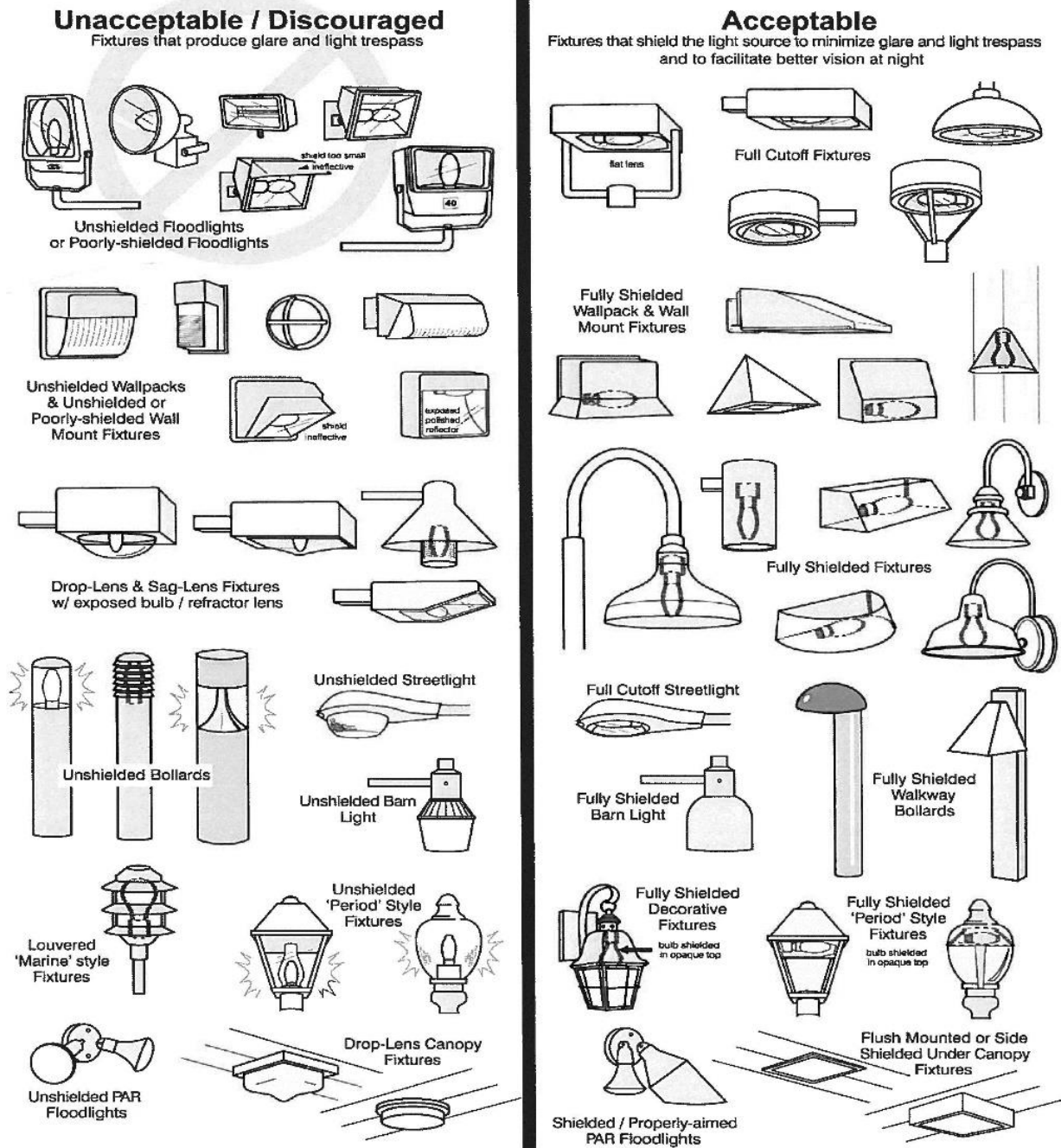


EXHIBIT E1 (continued)

Figure 1D: Examples of Acceptable / Unacceptable Lighting Fixtures



Illustrations by Bob Crelin © 2005. Rendered for the Town of Southampton, NY. Used with permission.

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 inmitigable 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.

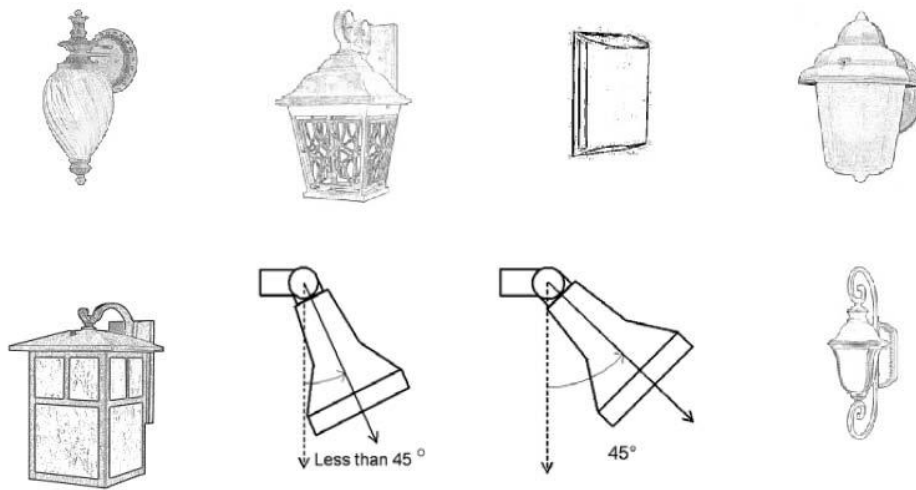
Skyglow means the brightening of the nighttime sky resulting from the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the nighttime sky.

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

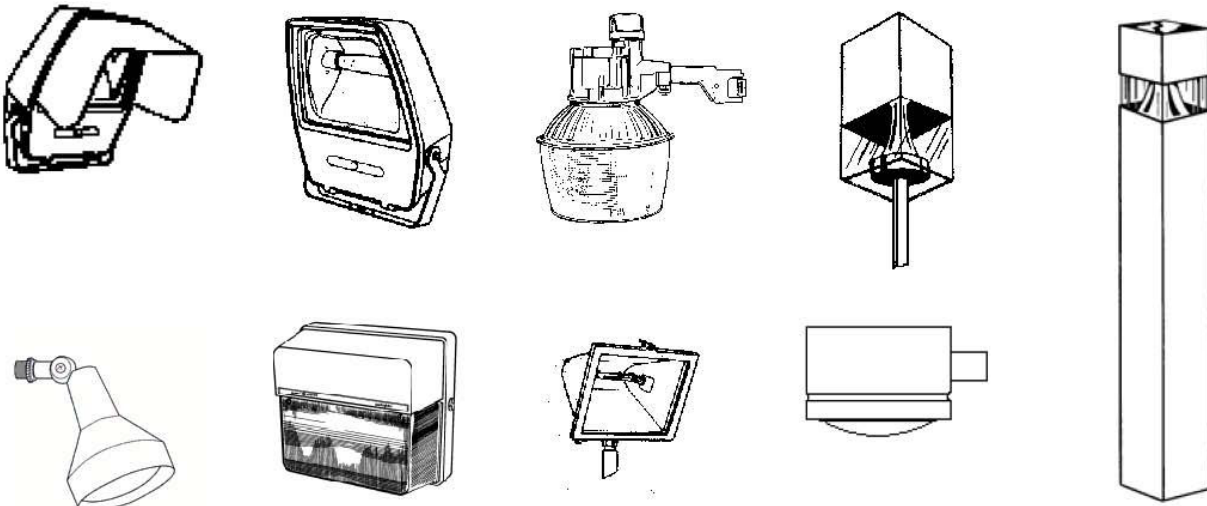


Total outdoor light output means the total amount of light measured in lumens from all bulbs installed in outdoor lighting fixtures. For bulb types that vary in light output as they age (such as fluorescent and high intensity discharge (HID) bulbs), the initial lumen output as defined by the manufacturer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

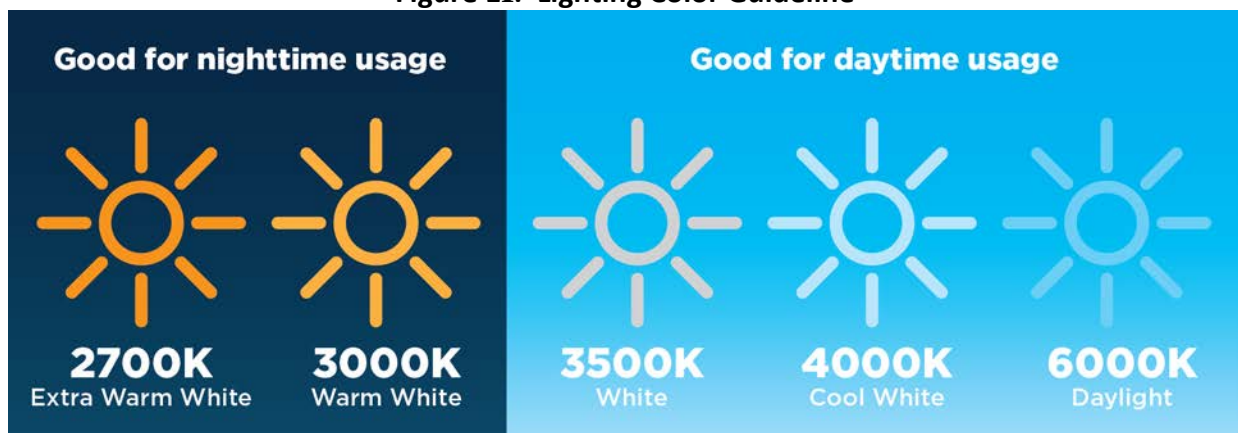
EXHIBIT E1 (continued)

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.

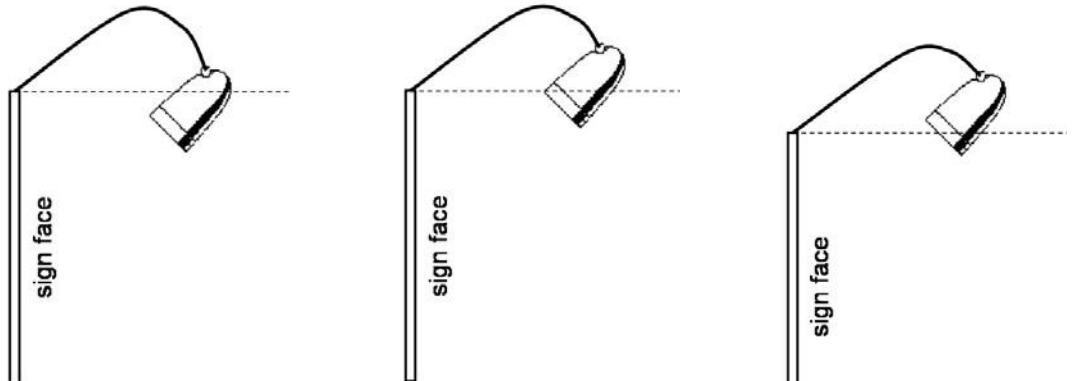
Section 2 –Signs Illumination

- 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>
		
Fully Shielded	Fully Shielded	Unshielded

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
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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]

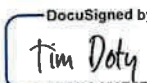
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IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective the day and year first written above.

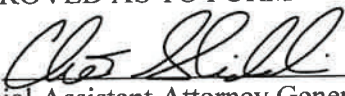
**STATE OF UTAH
SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION**

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

By: 
Name: Michelle E. McConkie
Title: Director

By: 
Name: Tim Doty
Title: Vice President

APPROVED AS TO FORM

By: 
Special Assistant Attorney General

July Subdivision Plat Reviews

PRELIMINARY REVIEWS:

- ☐ **Grover Dairy Subdivision**
by Bunker Engineering for Phil / 435-459-2800
- ☐ **Cody Pass Subdivision**
by Red Desert Surveying for Traci Willis / 605-988-8484 / traci@wilcolandllc.com
- ☐ **Kane Creek LLC**
by Bunker Engineering for Ulla & Christian Brunner / 435-260-2065 / ulla.brunner@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
- ☐ **Day-La Sal, Lot 1**
by Red Desert Surveying for Robert Irish / 435-210-0830 / irishrobertm@gmail.com

Permit Report

06/01/2025 - 07/08/2025

Permit Date	Owner Name	Building Address	Building CityStateZip	Residential or Commercial	Type of Permit	Description
7/3/2025		2-6 County Road 307 (official address not complete yet)	Monticello, UT, 84535		New Construction	personal/farm shop
6/26/2025		677 South Creek Rd	Monticello, Utah, 84535		New Construction	Home
6/23/2025		40 n Mountain View drive	La Sal UT 84530		Utilities	Initial trenching and set up of water and power
6/17/2025		102 south west boulder spur	Monticello,Utah,84535		New Construction	residential
6/17/2025		57 Little Indian Canyon	Monticello, Utah 84535		New Construction	Barn/Garage
6/11/2025		95 Cressler Road	Monticello Utah 84535		New Construction	Residential
6/9/2025						
6/9/2025		8s mtn drive	La sal ut 84530		New Construction	Car port for rv
6/4/2025		336 Lidia circle	Moab Utah 84532		New Construction	Residential primary home

Total Records: 9

7/8/2025